



FRANKLIN TOWN COUNCIL

October 7, 2015
7:00 PM

A. APPROVAL OF MINUTES – *September 23, 2015*

B. ANNOUNCEMENTS – *This meeting is being recorded by Franklin TV and shown on Comcast channel 11 and Verizon channel 29. This meeting may be recorded by others.*

C. PROCLAMATIONS/RECOGNITIONS

D. CITIZEN COMMENTS

E. APPOINTMENTS

F. HEARINGS - *15-752: Nonconforming Buildings, Structures, and Uses, a Zoning Bylaw Amendment Proposed by the Franklin Town Administration to Amend the Franklin Town Code at Chapter 185, Section 18– 7:10 PM*

G. LICENSE TRANSACTIONS

H. PRESENTATIONS/DISCUSSIONS

I. SUBCOMMITTEE REPORTS

J. LEGISLATION FOR ACTION

- 1. Resolution 15-62: Establishment of a Council on Aging Senior Center Respite Program Revolving Account for Fiscal Year 2016*
- 2. Resolution 15-63: Prior Year Bill – Firefighter Arbitrator Services*
- 3. Resolution 15-64: Ratification of AFSCME Municipal Building Employees Memorandum of Agreement*
- 4. Resolution 15-65: Ratification of AFSCME Custodians Memorandum of Agreement*
- 5. Zoning Bylaw Amendment 15-752: Nonconforming Buildings, Structures, and Uses – 1st Reading*

K. TOWN ADMINISTRATOR'S REPORT

L. OLD BUSINESS

M. NEW BUSINESS

N. COUNCIL COMMENTS

O. EXECUTIVE SESSION

P. ADJOURN

**FRANKLIN TOWN COUNCIL
MINUTES OF MEETING
September 23, 2015**

A meeting of the Town Council was held on Wednesday, September 23, 2015 at the Franklin Municipal Building, 355 East Central Street, Franklin, Massachusetts. Councilors present: Andrew Bissanti, Robert Dellorco, Matt Kelly, Thomas Mercer, Peter Padula, Judith Pond Pfeffer, Robert Vallee, Steve Williams. Councilors absent: Brett Feldman. Administrative personnel in attendance: Jeffrey Nutting, Town Administrator; Mark Cerel, Town Attorney.

CALL TO ORDER: Chairman Vallee called the meeting to order at 7:00 PM with a moment of silence and the Pledge of Allegiance.

APPROVAL OF MINUTES: *September 9, 2015.* Motion to **Approve** the September 9, 2015 meeting minutes by **Padula**. **SECOND** by **Kelly**. **VOTE: Yes-8, No-0, Absent-1.**

ANNOUNCEMENTS: Chairman Vallee announced the meeting would be recorded by *Franklin TV* and available for viewing on Comcast Channel 11 and Verizon Channel 29. This meeting may also be recorded by others.

PROCLAMATIONS/RECOGNITIONS: None.

CITIZEN COMMENTS: None.

APPOINTMENTS: None.

HEARINGS: None.

LICENSE TRANSACTIONS: None.

PRESENTATIONS/DISCUSSIONS: *Neighbor Brigade.* ► Chairman Vallee read the proclamation commending the Neighbor Brigade. Leaders Linda Gagnon and Cheryl Ferri established the Franklin Chapter of the Neighbor Brigade, a non-profit corporation that establishes and mobilizes community specific networks of volunteers to help residents facing sudden crisis such as devastating illness, accidents, or other tragic events. Chairman Vallee thanked Ms. Gagnon, Ms. Ferri and the all the Neighbor Brigade volunteers and awarded them a trophy in appreciation and recognition for their work. ► Ms. Gagnon addressed the Council and provided a brief overview of the Neighbor Brigade, and thanked everyone for their support and help. She stated they now have 200 volunteers and last year provided services to over 400 requests. ► Ms. Ferri addressed the Council and gave additional insight into the program and the role of the volunteers, and thanked the Council for their recognition. She also noted more information could be found on their website.

SUBCOMMITTEE REPORTS: None.

LEGISLATION FOR ACTION:

- 1. Resolution 15-57: Appropriation Water Enterprise – Prior Year Bill.** Ms. Pfeffer read the resolution. **MOTION** to **Move** Resolution 15-57 that a prior year bill in the amount of \$4,320.00 be paid from the FY 2016 Water Enterprise Operating Budget by **Mercer**. **SECOND** by **Padula**. **Discussion:** ► Mr. Nutting stated the bill was not received until August which was after the fiscal year end. **VOTE: YES-8, NO-0, Absent-1.**

2. **Resolution 15-58: Dissolution of High School Building Committee.** Ms. Pfeffer read the resolution. **MOTION to Move** Resolution 15-58 to dissolve the High School Building Committee by **Kelly**. **SECOND** by **Padula**. **Discussion:** ► Mr. Nutting stated the high school has been completed and only a punch-list remains; the Committee's work has been done. ► Chairman Vallee thanked the High School Building Committee Chairman Tom Mercer and the Committee members for their hard work. **VOTE: YES-8, NO-0, Absent-1.**
3. **Resolution 15-59: Appropriation: Insurance Recovery: Fiber Optic Network.** Ms. Pfeffer read the resolution. **MOTION to Move** Resolution 15:59 to authorize payments in excess of \$20,000.00 from insurance proceeds for purposes of paying invoices related to damage to the Town fiber optic network by **Mercer**. **SECOND** by **Kelly**. **Discussion:** ► Mr. Nutting stated there is no amount requested. This is an insurance claim which is being paid by the insurance company. During the construction of Downtown the fiber optic network was damaged. The Town filed a claim of about \$27,000.00. If a claim is more than \$20,000.00 the Town Council has to vote to approve it. **VOTE: Yes-8, No-0, Absent-1.**
4. **Resolution 15-60: Appropriation: Insurance Recovery: Police Department.** Ms. Pfeffer read the resolution. **MOTION to Move** Resolution 15:60 to authorize payments in excess of \$20,000.00 from insurance proceeds for purposes of paying invoices related to the storm damages at the Police Department by **Pfeffer**. **SECOND** by **Kelly**. **Discussion:** ► Mr. Nutting stated the lightning strike at the Police Department had about \$100,000.00 in damage which is being paid for by the insurance. He noted there is a \$5,000.00 deductible on each of these two insurance claims which the Town will have to pay. **VOTE: Yes-8, No-0, Absent-1.**
5. **Resolution 15-61: Appropriation: Senior Center Renovation Project.** Ms. Pfeffer read the resolution. **MOTION to Move** Resolution 15:61 to raise and appropriate \$601,500.00 for the Senior Center renovation project by **Mercer**. **SECOND** by **Kelly**. **Discussion:** ► Mr. Nutting stated \$1.0 million was initially set aside for this, but now there is a cost estimate from the architect and this is the additional amount needed. There is some flexibility in this number. Plans will go out to bid to complete second floor and finish first floor. ► Mr. Mercer stated when originally going into this project they were just looking to renovate second floor, but then realized needed to make adjustments on the first floor—this is where additional costs have come in. ► Ms. Pfeffer said it was important to make café bigger as it is being used so much. ► Mr. Kelly thanked Committee for their work. **VOTE: Yes-8, No-0, Absent-1.**

TOWN ADMINISTRATOR'S REPORT: ► Mr. Nutting stated Union Street will be closed on Saturday from 5:00 AM to 8:00 PM for repairs to tracks on Union Street. Detours will be set up. ► Parking meters on East Central Street will come out today as putting in electrical conduit for new lights. Police will post two-hour parking from Mondays through Fridays. ► Ashland Fire Department provided great letter about Laurie Roy, a firefighter in Franklin who donates her time every year to teach leadership to girls. He thanked Ms. Roy for her volunteering. ► Linda Naughton retired from the Police Department; Mr. Nutting wished her well. ► Beth Wierling, Town Planner, will be leaving and taking another position in Norton. ► First meeting of the new Town Council will be on November 12, 2015 due to the holiday. ► In response to questions, Mr. Nutting stated the gas line will be disconnected soon as the Recreation Department will be moving to Beaver Street; Emmons Street will then be paved.

OLD BUSINESS: ► Mr. Padula gave an update on the DelCarte issue regarding the feasibility of putting fish in the pond. They have hired someone to do the study. The study should be back by early next year to find out what is needed to do about eliminating some of the weeds and determining which species will be good for the pond. Hopefully, by sometime next year, there will be fish in the pond. Also, Mr. Padula stated he had talked to Brutus Cantoreggi about keeping up the Recycling Center and doing some more

things there. Currently, there are four containers at the Recycling Center. People have donated paint and Mr. Cantoreggi and the DPW crews are going to paint the containers to make it look even better. This will be done before snow. ► Chairman Vallee stated he has been lobbying for new granite curbing. He is concerned about East and West Central Streets. The granite is mauled and dented from the big shovel and cannot let that happen. ► Mr. Nutting said if the granite were to be replaced, the Town would have to pay for it. He said a meeting with the State is scheduled for next Tuesday.

NEW BUSINESS: None.

COUNCIL COMMENTS: ► Mr. Kelly stated he is hearing from citizens that they cannot get from St. Mary's Church to Town Hall in less than 35 minutes because there is so much road construction and asked if there was a way to organize this better. ► Mr. Nutting said everything north of Emmons Street should be done in the next couple of weeks except for moving some telephone poles. So, there will be less chaos soon. ► Mr. Kelly stated Dean College purchased East Central Street building downtown. As Dean College does not pay taxes, this is a concern. ► Mr. Nutting stated a few years ago the Town worked with Dean College in which Dean signed document indicating that if they were to ever own the property they would pay property taxes as a regular owner. Therefore, there is no loss of property taxes. ► Ms. Pfeffer asked for an update on the Parmenter School issues. ► Mr. Nutting stated there are three sump pumps in the basement of Parmenter School. Sometimes if there is too much water the pumps cannot keep up.

EXECUTIVE SESSION: None.

ADJOURN: MOTION to Adjourn by Mercer. SECOND by Kelly. VOTE: Yes-8, No-0, Absent-1. Meeting adjourned at 7:29 PM.

Respectfully submitted,

Judith Lizardi
Recording Secretary

HEARING – 7:10 PM

- ZONING BYLAW AMENDMENT PROPOSED BY THE FRANKLIN TOWN ADMINISTRATION TO AMEND THE FRANKLIN TOWN CODE AT CHAPTER 185, SECTION 18: NONCONFORMING BUILDINGS, STRUCTURES, AND USES

September 8, 2015

Community Newspaper
254 Second Avenue
Needham, MA 02494

Attention: Mary, Legal Ad Department

**PLEASE PUBLISH THE FOLLOWING LEGAL AD ONCE
ON MONDAY, SEPTEMBER 14, 2015 AND AGAIN ON MONDAY, SEPTEMBER 21, 2015.**

PLEASE SEND THE BILL AND TEAR SHEET TO:
TOWN OF FRANKLIN
FRANKLIN PLANNING BOARD
355 EAST CENTRAL STREET
FRANKLIN, MA 02038

In accordance with the provisions of M.G.L. Chapter 40A, Section 5, notice is hereby given that the Planning Board will hold a Public Hearing on September 28, 2015 at 7:05 PM and the Town Council will hold a Public Hearing on October 7, 2015, at 7:10 PM in the Town Council Chambers of the Municipal Building, 355 East Central Street, to consider amending Chapter 185, Sections 18 of the Code of the Town of Franklin, Zoning By-Law as follows:

**ZONING BY-LAW AMENDMENT PROPOSED BY THE FRANKLIN TOWN ADMINISTRATION
TO AMEND THE FRANKLIN TOWN CODE AT CHAPTER 185,
SECTION 18: NONCONFORMING BUILDINGS, STRUCTURES, AND USES**

By-Law Amendment 15-752: Chapter 185 of the Code of the Town of Franklin is hereby amended at section of §185-18: Non-conforming buildings, structures and uses by adding and deleting the following text:

§185-18.A.(3) Other preexisting nonconforming buildings or structures may be extended, altered, or changed, or demolished and reconstructed, upon the granting of a special permit from the Board of Appeals if the Board of Appeals finds that such extension, alteration, or change, or demolition and reconstruction will not be substantially more detrimental to the neighborhood than the existing nonconforming building or structure.

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

The exact amendment may be reviewed in the Department of Planning and Community Development during normal business hours (Monday, Tuesday and Thursday - 8:00 AM to 4:00 PM, Wednesday - 8:00 AM to 6:00 PM, and Friday - 8:00 AM to 1:00 P.M).

Please contact the Department of Planning & Community Development at 508-520-4907 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for persons with language barriers.

Anthony Padula, Chairman
Franklin Planning Board

Robert Vallee, Chairman
Franklin Town Council



TOWN OF FRANKLIN

RESOLUTION 15-62

**ESTABLISHMENT OF A COUNCIL ON AGING
SENIOR CENTER RESPITE PROGRAM REVOLVING
ACCOUNT
FOR FISCAL YEAR 2016**

BE IT RESOLVED THAT THE TOWN OF FRANKLIN acting by and through the Town Council;

Hereby establishes a Council on Aging Senior Center Respite Program Revolving Account pursuant to the provisions of Chapter 44 Section 53E ½ of the Massachusetts General Laws.

Said revolving account shall be used to collect fees generated from the participation in the Senior Center Respite program. Said funds shall be expended under the direction of the Senior Center Director. All fees shall be credited to said revolving account and expended for expenses directly related to the Senior Center Respite program.

The total amount to be expended from said revolving account shall not exceed Thirty thousand dollars (\$30,000) for Fiscal 2016.

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: _____, 2015

VOTED:
UNANIMOUS _____

YES _____ **NO** _____

A True Record Attest:

ABSTAIN _____

ABSENT _____

Deborah L. Pellegrini
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council



Town of Franklin Comptroller's Office

PHONE: (508) 520-4925
FAX (508) 541-5253

355 East Central Street
Franklin, MA 02038-1352

TO: Jeff Nutting, Town Administrator
FROM: Susan Gagner, Comptroller
RE: COA Respite 53 E1/2 Revolving Account
DATE: September 28, 2015
CC: Karen Alves, COA Director

The Council on Aging has begun a new program in FY 2016 for Respite Care. These are new fees that are collected from participants in the program. Part of this program is funded by the METRO West Grant. MGL allows establishment of this fund after the beginning of the fiscal year as long as the funds generated are new and not part of estimated receipts.



TOWN OF FRANKLIN

RESOLUTION NO.: 15-63

APPROPRIATION: Prior Year Bill – Fire Fighter Arbitrator Services

AMOUNT REQUESTED: \$ 12,031.50

PURPOSE: To Raise & Appropriate \$12,031.50 for Fire Fighter Arbitrator Services invoice dated June 1, 2015.

MOTION

Be It Moved and Voted by the Town Council to Raise and Appropriate Twelve thousand and thirty-one dollars and fifty cents (\$12,031.50) to pay a prior year bill for Fire fighter Arbitrator Services invoice dated June 1, 2015.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ **NO** _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Deborah L. Pellegri
Town Clerk

Judith Pond Pfeffer, Clerk
Franklin Town Council

MICHAEL C. RYAN, ESQ.

Arbitrator and Mediator

34 WOLFES NECK ROAD

FREEPORT, ME 04032-5315

(207) 865-0892 phone/fax

hondomcr@aol.com

INVOICE NUMBER MR14057

Services as factfinder, mediator or interest arbitrator

UNION

FRANKLIN PERMANENT FIREFIGHTERS,
LOCAL 2637, IAFF

RE: JLMC No. 09-12F; interest arbitration

EMPLOYER

TOWN OF FRANKLIN

COMPENSATION

Number of meeting days 2 @ \$ 1700.00 = \$ 3,400.00

Meeting dates: 9/12 & 9/23/14

Executive session days: 3/23 & 5/1/15 1 @ \$ 1700.00 = \$ 1,700.00

Study and preparation days: 8 @ \$ 1700.00 = \$ 13,600.00

Travel days: 2 ½ @ \$ 1700.00 = \$ 4,250.00

Other (specify) _____ @ \$ 2500.00 = \$ 0

FEE \$ 22,950.00

EXPENSES

Transportation \$ 723.00

Hotel \$ 390.00

Meals \$ _____

Other (specify) \$ _____

EXPENSES \$ 1,113.00

TOTAL \$ 24,063.00

Payable by Employer \$ 12,031.50

Payable by Union \$ 12,031.50 Arbitrator's Soc. Sec. No. see w9



Date June 1, 2015 Signature _____

Memo

To: Town Council

From: Jeffrey Nutting, Town Administrator

Date: October 1, 2015

Re: Memorandum of Agreement for Clerical and Custodian Contracts

Please find attached the MOA for a three year agreement with the Clerical Union and the Custodians. They are voting on the matter on Wednesday, October 7, 2015 in the early afternoon. If they are approved by each union, I will be asking the Town Council to ratify the contract(s). If for some reason the vote is delayed or it does not pass, I will ask the Council to table the matter until any outstanding issue is resolved.

The agreement is in line with other union settlements. I am happy to answer any questions that you may have.



TOWN OF FRANKLIN

RESOLUTION 15-64

Ratification of AFSCME Municipal Building Employees Memorandum of Agreement

BE IT RESOLVED THAT THE TOWN OF FRANKLIN acting by and through the Town Council:

Hereby ratifies the provisions of the AFSCME, Municipal Building Employees, Memorandum of Agreement dated October 7, 2015 which has been ratified by the Municipal Building Employees. The provisions of the Agreement shall be in effect from July 1, 2015 to June 30, 2018 and shall become part of the existing contract.

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

Deborah L. Pellegrini
Town Clerk

ABSTAIN _____

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

Memorandum of Agreement Between
Municipal Building Employees
And the Town of Franklin
For the period of July 1, 2015 through June 30, 2018

The Following summary of changes reflects the results of OFF THE RECORD discussions between the Town of Franklin and AFSCME Municipal Building Employees at a meeting on September 9, 2015.

The Duration of the Agreement is for the period of July 1, 2015 through June 30, 2018

All clerks hired prior to July 1, 2012, are at Step 7, and prior to the contractual increase that is \$23.57.

The pay scale for employees hired after June 30, 2012 prior to the contractual increase is as follows:

	Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Clerk 2 \$	17.53	18.39	19.29	20.24	21.24	22.28	23.38

Wages –

FY16 – July 12, 2015

2% across the board increase.

FY17

July 10, 2016

2% across the board increase.

FY18

July 9, 2017

2.0% across the board increase

Article 5 - Grievance and Arbitration

Replace paragraph following Step 3 with : Arbitration shall be initiated and conducted under the auspices of the American Arbitration Association, or by mutual agreement between the Town and AFSCME, the Labor Relations Connection, pursuant to the then prevailing rules thereof.

Article 11 Sick Leave

Family Medical Leave (Replace current language with)

The Town requires that any employee requesting leave under the terms of the Family and Medical Leave Act of 1993 utilize accrued paid time off (vacation, or personal and sick leave if a sickness is involved) before any non-paid time off is utilized.

Any employee requesting leave under the terms of the Family and Medical Leave Act of 1993 for conditions regarding family members (excluding birth or adoption of a child) may utilize ten (10) accrued sick days prior to the use of his/her accrued personal time followed by any vacation time before any non-paid time off is utilized.

Sick Leave- Vacation Exchange

Employees shall not enjoy the sick leave to vacation exchange benefit after June 30, 2018 unless they have used the benefit between July 1, 2015 and June 30, 2018.

Sick Leave Buy Back

Employees hired after June 30, 2015 shall not be eligible for sick leave buy back.

ADD: **Sick Leave Donations:** (Neither the determination to allow donations made at Step 1 nor the members' donations in Step 2 are grievable.)

An employee in good standing who is on an approved medical leave for a non-work related reason – may exhaust their earned time (sick, vacation, and personal leave). The employee may then make a request to the union for sick leave donations.

Step 1. Two members of management (The employee's manager and the TA or designee) will review the employee's record to ensure that it is a valid condition for medical leave purposes, that all available leave has been exhausted, and that the employee has not abused their leave prior to the medical onset. They will try to determine how much leave will be required.

Step 2. The union may then request members to donate up to five days of sick leave per person. Members are under no obligation to donate any sick leave.

Step 3. Authorization to transfer sick leave balances will be provided to payroll with the donating employee's signature and number of days clearly noted.

If the employee is unable to return to work when the donated leave is exhausted, the donation process may be repeated only once.

Article 12 Vacation

Full-time employees hired after June 30, 2015 shall accrue vacation leave as follows:

Length of Service		Vacation Leave
0 – 5 years –	first full month	5.84 hours per month
6 to 10 years –	after 60 months	8.75 hours per month
11 to 20 years-	after 120 months	11.67 hours per month
21 or more years –	after 240 months	14.59 hours per month

They may carry a maximum of one year's accrual plus 7 days (49 hours).

ADD to Article 19 Union Representation:

The Union shall designate in writing to the Town Administrator the name of its elected officials including stewards and alternate stewards. Said steward shall be given reasonable time off during working hours to investigate and settle grievances and attend hearings and proceedings, without loss of pay. The steward shall coordinate this time with his/her Director.

Access to premises - The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees, AFL-CIO, and/or Council No. 93 and/or Local No. 1298, to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, and providing they first obtain permission to do so from the Director.

Housekeeping

Replace Roman Numerals with Arabics throughout the agreement,
i.e. Article IV to become Article 4.

Replace GRADE I, II with Grade 1 and 2 in all Articles.

In Article VII (7) correct final paragraph to read "Grade 2" (replace Grade Ii)

Article VIII (8), 2nd paragraph (on pg 5) correct Trials to trial.

Article XII Vacation Leave

Add months of service for eligibility

- 1 year – after 12 months
- 5 years – after 60 months
- 10 years- after 120 months
- 20 years – after 240 months

Article XXII (22)

Direct Deposit – Delete “Within one month of execution of this agreement”

Article XXIII (23) Standard of training Replace “Current” employees, with “Employees hired prior to September 1, 2003.”

From Article 23– Intent and Purpose to Article 25

Severability – should any provisions of this Agreement be found to be in violation of any federal or state law or by court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between parties.

Effective Date -- the effective dates of this Agreement are from July 1, 2015 through June 30, 2018, this contract shall remain in full force and effect until a successor contract is negotiated and executed.

Termination –Either party may terminate this Agreement provided such termination is transmitted through the registered U.S. mails to the responsible signatories to the Agreement. In no case may a termination notice be sent less than thirty days prior to the termination date herein agreed.

From Article 23 – No discrimination- to Article 6 Discrimination and coercion

No discrimination-the parties to this Agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this Agreement.

From Article 23 Recognition to Article 19:

Access to premises-the Employer agrees to permit representatives of the American Federation of State, County or Municipal employees, AFL-CIO, and /or Council #93 and/or Local 1298 to enter the premises at reasonable times during working hours for individual discussion of working

conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.

Article 23 to Article 9 Hours of Work:

Storm closing –in the event that the Town offices are closed after their regular starting time, due to emergency weather conditions, employees shall receive the balance of the scheduled day’s pay for that day only.

To Article 26 Education and Training

From Article 24 Educational Incentive
From Article 24 Standard of Training

Side Letter - Training and Professional Development

For the Town:

For the Union:

Date: _____

Date: _____

Management supports ongoing skill and personal development of all employees. The following list illustrates programs which the Town may provide or pay for employees to attend:

- CPR/AED
- Customer Service
- MS Office tools (i.e. software and/or equipment)
- Emergency procedures

For the Town:

For the Union:

Date: _____

Date: _____



TOWN OF FRANKLIN

RESOLUTION 15-65

**Ratification of AFSCME Local 1298
Custodians**

BE IT RESOLVED THAT THE TOWN OF FRANKLIN acting by and through the Town Council:

Hereby ratifies the provisions of the AFSCME Municipal Employees Local 1298, Custodians, Memorandum of Agreement dated October 7, 2015 which has been ratified by the Custodians. The provisions of the Agreement shall be in effect from July 1, 2015 to June 30, 2018 and shall become part of the existing contract.

This Resolution shall become effective according to the rules and regulations of the Town of Franklin Home Rule Charter.

DATED: _____, 2015

VOTED:
UNANIMOUS _____

A True Record Attest:

YES _____ **NO** _____

ABSTAIN _____

Deborah L. Pellegrini
Town Clerk

ABSENT _____

Judith Pond Pfeffer, Clerk
Franklin Town Council

Memorandum of Agreement Between
Custodians
And the Town of Franklin
For the period of July 1, 2015 through June 30, 2018

The Following summary of changes reflects the results of OFF THE RECORD discussions between the Town of Franklin and AFSCME Municipal Building Employees at a meeting on September 10, 2015.

The Duration of the Agreement is for the period of July 1, 2015 through June 30, 2018

There shall be one pay scale for all employee. Prior to the contractual increase the scale shall be:

	Step 1	Step 2	Step 3	Step 4	Step 5
Jr. Custodian	\$17.32	\$18.17	\$19.07	\$20.01	\$21.00
Sr. Custodian					\$22.16
Maintenance					\$22.80

Wages

FY16 –

July 12, 2015

2% across the board increase

FY17

July 10, 2016

Increase by \$0.16

2% across the board increase.

FY18

July 9, 2017

2.0% across the board increase

Article 9 – delete – “ provided that employees hired after June 30, 2012 may be assigned to work Tuesday through Saturday as a regular work week.”

Article 11. Replace first 2 sentences.

The Union shall designate in writing to the Town Administrator the name of its steward or the steward’s alternate and all elected officials. The steward shall be given reasonable time during working hours to investigate and settle grievances, attend hearings and related proceedings without loss of pay. The steward shall seek approval of this time with his/her Director/Manager prior to leaving a work assignment. Such time will not be unreasonably withheld.

Access to premises – The employer agrees to permit representative of AFSCME Council No 93 and or Local 1298 to enter the premises at any time for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees, and providing they first obtain permission to do so from the Department Manager/Director.

Article 17 Longevity Pay

Delete longevity at 10 years, reduce
Reduce 15 year longevity to \$300
Reduce 20 year longevity to \$500.

Article 24 - Grievance and Arbitration

Level Four – After first sentence, replace 3rd, 4th and 5th sentence with : Arbitration shall be initiated and conducted under the auspices of the American Arbitration Association, or by mutual agreement between the Town and AFSCME, the Labor Relations Connection, pursuant to the then prevailing rules thereof.

Article 12.1 Holiday Leave

Remove Yom Kippur and Rosh Hashana from holiday list beginning in FY17

Article 12.2 Vacation ADD

For employees hired after June 30, 2015 full time employees shall be earned as follows:

Length of Service		Vacation Leave
0 – 5 years –	first full month	6.667 hours per month
6 to 10 years –	after 60 months	10.00 hours per month
11 to 20 years-	after 120 months	13.333 hours per month
21 or more years –	after 240 months	16.667 hours per month

They may carry a maximum of one year's accrual at any time.

Employees may not use vacation during their probationary period.

Article 12.3 Sick Leave Buy Back (last paragraph)

Reduce notice to period prior of retirement to 60 days.

Employees hired after July 1, 2015 shall not be eligible for the Sick Leave Buy Back at retirement.

Article 12.8 Family Medical Leave
Family Medical Leave (Add)

The Town requires that any employee requesting leave under the terms of the Family and Medical Leave Act of 1993 utilize accrued paid time off (vacation, or personal and sick leave if a sickness is involved) before any non-paid time off is utilized.

Any employee requesting leave under the terms of the Family and Medical Leave Act of 1993 for conditions regarding family members (excluding birth or adoption of a child) may use utilize ten (10) accrued sick days prior to the use of his/her accrued personal time followed by any vacation time before any non-paid time off is utilized.

ADD: Sick Leave Donations/Family Medical Leave: (Neither the determination to allow donations made at Step 1 nor the members' donations in Step 2 are grievable.)

An employee in good standing who is on an approved medical leave for a non-work related reason – may exhaust their earned time (sick, vacation, and personal leave). The employee may then make a request to the union for sick leave donations.

Step 1. Two members of management (The employee's manager and the TA or designee) will review the employee's record to ensure that it is a valid condition for medical leave purposes, that all available leave has been exhausted, and that the employee has not abused their leave prior to the medical onset. They will try to determine how much leave will be required.

Step 2. The union may then request members to donate up to two days of sick leave per person. Members are under no obligation to donate any sick leave.

Step 3. Authorization to transfer sick leave balances will be provided to payroll with the donating employee's signature and number of days clearly noted.

If the employee is unable to return to work when the donated leave is exhausted, the donation process may be repeated only once.

Housekeeping

Article XII Absence and Leave Benefits

12.3 4th paragraph, replace “school” appointed physician to “Town” appointed.

Article XXIII Discipline of Non civil Service Employees

Delete: (i.e. those without permanent civil service appointment) The entire article is focused on that group so the parenthesis is redundant.

Article XXII Custodial/Maintenance Employees Evaluation

2 and 3 are for all intents identical. Delete item 2, and in item 3 delete “for more than three (3) years”, and change to read “shall meet with the Facilities *Manager...*”

Change all Articles to Arabic numbers (vs. Roman Numerals)

Article 8 - ADD

In accordance with MGL 71, Section 38R, all employees shall be subject to a CORI check every three (3) years as well as a one-time finger printing requirement by September 2016.

For the Town:

For the Union:

Date: _____

Date: _____

Side Letter

The Town will make a one time payment of \$35 to each member of the bargaining unit hired prior to July 1, 2015.

For the Town:

For the Union:

Date: _____

Date: _____



TOWN OF FRANKLIN
ZONING BY-LAW AMENDMENT 15-752

NONCONFORMING BUILDINGS, STRUCTURES, AND USES

A ZONING BY-LAW TO AMEND THE FRANKLIN TOWN CODE AT
CHAPTER 185, SECTION 18.

BE IT ENACTED BY THE FRANKLIN TOWN COUNCIL THAT:

Chapter 185 of the Code of the Town of Franklin is hereby amended at section of §185-18. Nonconforming buildings, structures and uses by adding and ~~deleting~~ the following text:

§185-18.A.(3) Other preexisting nonconforming buildings or structures may be extended, altered, ~~or~~ changed, or demolished and reconstructed, upon the granting of a special permit from the Board of Appeals if the Board of Appeals finds that such extension, alteration, ~~or~~ change, or demolition and reconstruction will not be substantially more detrimental to the neighborhood than the existing nonconforming building or structure.

The foregoing Zoning By-law amendment shall take effect in accordance with the Franklin Home Rule Charter and Massachusetts General Law Chapter 40A, Section 5.

DATED: _____, 2015

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Deborah L. Pellegrini
Town Clerk

Judith Pond Pfeffer, Clerk

Town of Franklin

Town Administrator
Tel: (508) 520-4949


Fax: (508) 520-4903



355 East Central Street
Franklin, Massachusetts 02038-1352

MEMORANDUM

TO: Franklin Town Council

FROM: Jeffrey D. Nutting, Town Administrator 

RE: Proposed Amendment to Zoning Bylaw to Liberalize Treatment
of Pre-Existing, Non-Conforming Commercial Properties

DATE: September 2, 2015

Section 185-18 of the Franklin Zoning Bylaw addresses the legal status of pre-existing, non-conforming (with present zoning) properties. In particular, Subsection 185-18A(3) currently provides that a commercial property may be "extended, altered or changed" upon the grant of a special permit from the Zoning Board of Appeals. The Town Attorney has given his opinion that "extended, altered, or changed" does not include demolition and reconstruction"; this places a substantial burden on an owner or developer proposing to redevelop a commercial property by demolishing an existing building and building a new one, because that party cannot seek a special permit but must instead seek a variance from the Zoning Board of Appeals which requires satisfying much more stringent legal criteria. This would be the case even if the proposed demolition and reconstruction would be an improvement over the existing property. By adding "demolition and reconstruction" to Subsection 185-18A(3) of the zoning bylaw, the amendment will make it easier for an owner or developer of commercial property to redevelop and improve it. Please note: abutters and neighborhoods will still be protected because the party must still apply to the Zoning Board of Appeals for a special permit and introduce evidence at a public hearing that all criteria for a grant are satisfied; this includes not only the specific criteria set out in Section 185-45D(2) but also Section 185-18A(3)'s criteria that "the demolition and reconstruction will not be more detrimental to the neighborhood than the existing, non-conforming building or structure".

If any of you have any questions about this prior to next week's Council meeting, I am available to answer them.

MGC:ce

cc: Mark G. Cerel, Town Attorney
Bryan Taberner, Director of Community Planning
Beth Wierling, Planner

