

**Collective Bargaining Agreement
Between
The Town of Franklin
And
AFSCME
AFL-CIO, Council 93, Local 1298
Custodians
July 1, 2022 through June 30, 2025**

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PREAMBLE

This agreement entered into by the Town of Franklin, hereinafter referred to as the Employer, and Local 1298 affiliated with State Council 93, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of terms and conditions of employment.

ARTICLE 1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all full-time custodial and maintenance/custodial employees of Employer, and excluding all other employees. The Employer will not aid, promote or finance any labor group or organization which purports to represent custodians in collective bargaining, or make any agreement with any such group or individual for the purpose of undermining the Union or changing any conditions contained in this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to or in any way alter, modify change or limit the authority and jurisdiction of the Employer, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, the Decisions of the Supreme Judicial Court of Massachusetts, the Laws of the United States, the decisions of the Supreme Court of the United States, or any law or order pertinent thereto.

As to every matter not specifically provided for in this Agreement, the Employer retains all the powers, rights and duties that it has by law. The Employer has final responsibility for establishing the policies of the Town of Franklin.

ARTICLE 3: NO STRIKE CLAUSE

The Union, on its own behalf and on behalf of each of the employees that it represents, hereby agrees and covenants that, during the term of this Agreement, the Union will not authorize, approve, participate or in any way encourage any strike, work stoppage, slowdown or the withholding of service from the employer, and the Town of Franklin.

It is further agreed that the Union will not interfere, restrain or coerce any person from seeking employment with the Employer.

It is further agreed that any employee covered by this Agreement who violates this provision or any part thereof, subjects themselves to disciplinary action, suspension or discharge from work.

ARTICLE 4: CIVIL SERVICE

It is agreed that all custodial employees who possessed permanent appointments on/before October 26, 1999 or who secured such appointments as part of the provisional appointment process, shall retain such rights as are derived from the Civil Service Law.

Any employee hired after October 26, 1999 will not be hired pursuant to the provisions of Massachusetts General Law Chapter 31, the so-called Civil Service Law, but instead, will be hired in accordance with the provisions of this Contract. Any and all employment rights of those employees hired after October 26, 1999 shall be derived from this Contract only and not from Mass. G.L. c. 31.

ARTICLE 5: DISCIPLINE OF NON CIVIL SERVICE EMPLOYEES

In the case of those employees who do not possess a permanent civil service appointment or who do not retain rights under the civil service law as to discipline, the following provisions shall apply:

1. The employee shall not be discharged or disciplined without just cause.
2. A probationary employee serving in the first six (6) months may be discharged or disciplined at the discretion of the employer and shall have no recourse under the grievance provisions of this Agreement.
3. For those employees who are not serving in the probationary period and who do not possess a permanent civil service appointment, the grievance and arbitration provisions of this Agreement shall be the exclusive means of redress in the case of any discharge or disciplinary action.

It is expressly understood that reprimands shall not be grievable or arbitrable. In the case of reprimands, the employee shall have the right to prepare a written response to the reprimand, which response shall be placed in the employee's personnel file along with the reprimand.

ARTICLE 6: UNION DUES

The Town agrees that Union dues, determined in accordance with the constitution of the Union, may be deducted bi-weekly from the salary of any employee in the Bargaining Unit who signs and files with the Town a form authorizing such deductions. The Town shall remit the sum so deducted to the treasurer of the Union.

Any such authorization may be withdrawn by the employee by giving at least sixty days' notice in writing of such withdrawal to the Town and by filing a copy with the treasurer of the Union.

ARTICLE 7: UNION REPRESENTATION AND ACCESS TO PREMISES

Section 7.1

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 their Director/Manager prior to leaving a work assignment. Such time will not be unreasonably withheld.

Section 7.2

The employer agrees to permit representative of AFSCME Council 93 and/or Local 1298 to enter the premises at any time for individual discussion of working conditions and/or to discuss grievances 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 Town Administrator.

Section 7.3

One (1) Union member shall be allowed two (2) working days without pay loss to attend the Council 93 Annual Union Convention as a delegate from their Union.

Section 7.4

Union stewards and/or elected officials from the Union may meet with new employees for up to 30 minutes within the first two (2) weeks of employment.

ARTICLE 8: SENIORITY

Section 8.1

The Human Resources Director shall make an updated seniority list available. The list shall be made available to the Union no later than October 1st of each year. Challenges to the list must be made within 30 days from the date published, in writing, to the Director of Human Resources. Seniority shall be determined by the date of continuous full time employment by the Employer

In the case of employees with permanent civil service appointments, and when the Civil Service law governs, seniority shall be determined on the basis of the official civil service appointment date. For those without civil service appointments, seniority shall be based on the employee's date of hire into a position covered by this Agreement.

Section 8.2

Preference in assignment and choice of vacations shall be by seniority providing the employee is qualified to perform the work. The Employer shall judge an employee's qualifications in a fair manner. Seniority with respect to the filling of vacancies shall be in accordance with the provisions of [Article 11 \(Filling of Vacancies and Promotions\)](#). Seniority with respect to the granting of overtime shall be in accordance with the provisions of [Article 13 \(Overtime\)](#).

Section 8.3

Reinstatement within a classification or rehiring into the bargaining unit shall be in reverse order of seniority; that is, the person with the highest seniority shall be rehired or reinstated first. Nothing herein shall restrict the option of an employee to accept a layoff in lieu of a reduction in job classification without loss of their right to be rehired hereunder. The right to be rehired hereunder shall exist for a period of two years from date of layoff.

ARTICLE 9: REDUCTION IN FORCE

In the event that a reduction in custodial employees with permanent Civil Service appointments is necessary, those employees without permanent civil service appointments shall be laid off first. In the case of layoffs involving employees without permanent civil service appointments, the decision as to the order of layoff shall be made after a consideration of seniority, work performance based upon annual evaluations, and the demonstrated needs of the school district. The individual whose job is affected by a reduction in force may bump a less senior person in another school in the same job classification/work schedule. No employee with a permanent civil service appointment shall be laid off until all those employees without such permanent appointment have been laid off.

When a reduction in custodial employees is necessary, the Civil Service Seniority list shall be used to determine such reduction and those with the least seniority shall be laid off first in accordance with Civil Service Rules and Regulations. Seniority, for the purpose of this Section, shall be computed from the date of official Civil Service appointment as required by Chapter 31 (Civil Service Law). If two or more employees have the same Civil Service appointment date, then layoffs shall be made in accordance with the standing on the official Civil Service appointment list.

ARTICLE 10: GRIEVANCE AND ARBITRATION

Any grievance or dispute, which may arise between the parties concerning the application, meaning and interpretation of the Agreement, shall be settled pursuant to the terms of this Article. The purpose of the procedure set forth hereinafter is to produce prompt and equitable solutions to those problems, which from time to time may arise and affect the conditions of employment of the employees covered by this Agreement. The Employer and the Union desire that such procedure shall always be as informal and confidential as may be appropriate for the grievance involved at the procedural level involved.

Step One:

A custodian with a grievance will first discuss it within seven (7) working days of the receipt date of the grievance, with the Facilities Manager responsible for their supervision. The objective of the meeting will be to resolve the matter informally. Any other employee covered herein will first discuss the grievance with their Supervisor within the seven (7) working days of the receipt date of the grievance. The objective of the meeting will be to resolve the matter informally. In either instance, the Union Steward may be present.

Step Two:

If the grievance is not satisfactorily resolved at Step One, the employee may, with the Union Steward's concurrence, present the matter in writing to the Director of Public Facilities within seven (7) working days

following such Step One discussion. The Director of Public Facilities shall, within seven (7) working days of receipt, notify and meet with the aggrieved employee and the Union Steward in an effort to resolve the matter. The Director of Public Facilities shall render a decision to the grievance in writing within seven (7) working days.

Step Three:

If the grievance is not satisfactorily resolved at Step Two, the Union Steward may present the grievance in writing to the Town Administrator within seven (7) working days of receipt of the written response of the Director of Public Facilities. The Town Administrator shall render their decision to the grievance in writing within fourteen (14) working days of receipt. A meeting shall be held at every level of this grievance procedure.

Step Four:

If the grievance has not been satisfactorily resolved at Step Three, either party may, within thirty (30) calendar days, notify the other party of its intent to arbitrate. Selection of an arbitrator shall be by mutual consent of the parties. In the event that the parties are unable to agree on an arbitrator, a list of five qualified arbitrators will be requested from the American Arbitration Association. From this list, the Union and the Employer will in turn strike the name of an arbitrator until there is only one remaining name. The last remaining arbitrator will be used. The parties to this Agreement will equally share the cost of the arbitration proceedings. The findings of the arbitrator will be binding upon both parties.

ARTICLE 11: FILLING OF VACANCIES AND PROMOTIONS

When a vacancy occurs for any reason, including new positions, the Employer shall post the notices of the vacancy within five (5) days. The vacancy shall remain posted for a period of five (5) working days.

Within fifteen (15) working days of the expiration of the posting period, the employer will award the position to one (1) of the applicants after consideration of the following factors, not necessarily in this order:

1. Seniority in the bargaining unit
2. Work history
3. Ability to do the job
4. Education and training directly related to the duties of the vacant position
5. Attendance record (records consisting of no more than 5 sick days taken in a fiscal year will be considered equal)

In the event that two (2) or more applicants are considered equal in accordance with the foregoing factors, then the senior applicant will be awarded the position.

When a custodian changes their assignment, they must remain in the new position for a minimum of six (6) months before becoming eligible for another transfer. The only exception would be if the individual is seeking a promotional position or a change in shift.

The present level of Senior Building Custodians will be maintained with a minimum of one Senior Building Custodian in each building.

An employee bidding on a vacant position shall have the right to revert back to their former position upon bidding the position. This practice shall be limited to two transactions. The above practice will be discussed with the employer.

The shop steward shall be responsible for notifying all employees on vacation or extended sick leave of the posted vacancies by mailing a copy of the posting to the employee's home. In addition, the Town may, at its discretion advertise the vacant position outside the Town. Employees wishing to be considered for the vacant position shall make a written application to the Human Resources Director by the closing date indicated on the posting. All applicants will be considered in a fair and impartial manner.

All new applicants appointed shall serve on a trial basis for period of six (6) months, during which time they may be replaced if they fail to perform at a satisfactory supervisory level. The decision to replace an employee during such six (6) month period is not grievable.

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 upon hire.

ARTICLE 12: HOURS OF WORK

Section 12.1

The regular hours of work each day shall be consecutive except for interruptions for lunch periods. The work - week shall be from Monday to Friday.

The present status of starting times will be maintained. However, should the Employer contemplate changes in starting times, the Employer agrees to negotiate said changes; except that the Employer may unilaterally change the starting time if the school day is changed, if there are double sessions, if the pattern of busing is changed or if there are other similar changes in the school system.

Section 12.2

In the event that school is canceled due to inclement weather, such as snowstorms, day custodial employees shall report to their respective school by 7:00 a.m. or as soon as possible thereafter. Evening custodial employees shall report to their respective school by 12:00 noon or as soon as possible thereafter but not prior to 10:00 a.m.

The Facilities Director or their designee is authorized to make exceptions to the above requirement when necessary and such authorization (i.e. discretion) shall not be unreasonably exercised.

ARTICLE 13: OVERTIME

Section 13.1

- A. Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times their regular rate of pay for work in excess of forty (40) hours in any one week (not including details).

- B. Custodians required to remain on duty beyond their regular shift assignment shall be paid for the actual time worked.
- C. Custodians required to report to work prior to their regular shift shall be guaranteed a minimum of two (2) hours pay at the rate of one and one-half (1 ½) times their regular hourly rate.
- D. Should an employee be recalled to work after their regularly scheduled shift has ended and before the start of their next regular starting time (and they have left the school grounds), they shall be guaranteed four (4) hours pay at the rate of one and one-half (1 ½) times their straight time hourly rate.
 - 1. At the discretion of the Department head or their designee, employees may be required to work all hours of their callback shift.

Section 13.2

If overtime is related to snow or ice removal, custodians will be paid two times (double) their regular hourly rate.

Section 13.3

The Facilities Director or their designee must authorize overtime work in advance.

Section 13.4

All authorized leave shall be used in computing the number of hours worked during any given week in determining the number of hours of overtime to be paid.

Overtime cannot be worked during regular shift hours.

Section 13.5

- A. If a Custodian works a detail assignment paid by an outside vendor, they shall be paid at a rate of one and one half (1 ½) times the highest Senior Custodian rate (Senior Custodian B - Complex Schools/High School).
- B. If a Custodian works a detail assignment paid by the Town, they shall be paid at a rate of one and one half (1 ½) times the lower Senior Custodian (Senior Custodian A - Single Elementary Schools) rate.
- C. A Senior Custodian or Maintenance Custodian working a detail assignment shall be paid at a rate of one and one half (1 ½) times their own respective rate (regardless of assignment).
- D. Employees who are out sick on Friday will not be eligible for detail overtime on that coming weekend.

Section 13.6

No employee shall refuse to work overtime in case of an emergency.

Section 13.7

The determination of the need to use custodians for outside activities will be solely that of the Employer or its designee. No subcontracting shall be used for normal cleaning of Public School buildings in order to avoid overtime, unless an emergency situation exists or overtime is refused by custodial personnel.

Section 13.8

- A. Priority for coverage related to Day/Night Senior Custodians
 - 1. Custodians in the school building that is affected
 - 2. Custodians in all other schools
 - 3. Weekend & Holidays: night shift employees first, not including snow removal
 - 4. Weeknights: day shift employees first (including Maintenance Custodian)
 - 5. Substitute Employees
- B. If a Senior Custodian is absent for less than 20 work days, the remaining custodians in the affected school will rotate through the position. While they are the acting senior custodian, they will perform all the duties of the permanent senior on a daily basis.
 - 1. Custodians will serve as senior custodian for no more than 5 days. After 5 days, it will move to the next person in the rotation.
 - 2. Rotation will start with the most senior custodian and work down through the seniority list in the building.
- C. If a Senior Day Custodian is anticipated to be out for more than 20 work days, the Facilities Director will post the position internally amongst the employees in that particular school and select one employee to serve as Acting Senior Custodian for the length of the absence.
 - 1. If an employee in the particular school is not interested, the position will be offered to other Junior employees by seniority.

Section 13.9

- A. Priority for absences related to Junior Custodians for the first night that the employee is out:
 - 1. Day Senior in the school building that is affected
 - 2. Custodians in the school building that is affected
 - 3. Substitute Employees
 - 4. Custodians in all other schools
- B. Priority for absences related to Junior Custodians starting with the second consecutive night that the employee is out:
 - 1. Substitute employees
 - 2. Day Senior in the school building that is affected
 - 3. Custodians in the school building that is affected
 - 4. Custodians in all other schools

Section 13.10

- A. All overtime will be given out by the Facilities Director or their designee as early as possible. The senior custodian must report back as soon as possible to the Facilities Director or their designee with the name of the assigned employee.
- B. Each school will have a list posted so each employee will know where they are on this list and a tracking chart will be maintained and posted by the Union. The Union's designee will ensure that overtime is given out in a fair and equitable manner. The tracking system of the refusals at each building will be copied to the Facilities Director or their designee weekly by the senior custodian.

- C. Split building employees will be eligible in each building they work but they will be eligible for assignment of overtime only every other time.

Section 13.11

Overtime vouchers shall be submitted to the Facilities Director for verification and delivery to the Finance Officer for processing.

ARTICLE 14: ABSENCE AND LEAVE BENEFITS

Full time (40 hours per week) custodian and maintenance personnel covered by this contract shall be entitled to the absence and leave benefits set forth below.

Absence and leave benefits for part-time custodian and maintenance employees whose normal working week equals or exceeds twenty (20) hours per week shall be prorated on a forty (40) hour per week basis.

Absence and leave benefits under this Article shall not be paid to substitute custodians or substitute maintenance personnel.

Section 14.1 – Holiday Leave

The following days shall be considered to be paid holidays on the days celebrated as provided by State Law:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Patriot's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve * (1/2 day)
- Christmas Day
- New Year's Eve* (1/2 day)

When a paid holiday falls on a Saturday it will normally be observed on the preceding Friday.

When a paid holiday falls on a Sunday it will normally be observed on the following Monday.

If required to work on a holiday (including the Thanksgiving football game), payment shall be made at the rate of two times the normal rate (double time) for hours worked in addition to holiday pay for the day.

On the day before Thanksgiving, custodians may work a 6 hour shift and EITHER
leave 2 hours before the end of their shift
OR
report to work two hours before their shift begins

* One half (1/2) workday on Christmas Eve and one half (1/2) workday on New Year's Eve.
If Christmas Eve or New Year's Eve fall on a day when school is in session or on a weekend day, the half day will be taken during the winter break. The day(s) during winter break will be of mutual agreement between the union and the Director of Facilities.

Section 14.2 – Vacation Leave

A. Employees hired before July 1, 2015 shall be granted vacation time on their anniversary date each year. Vacation time not used by the following anniversary date shall be forfeited.

1. Employees hired on and before June 30, 2012 shall be entitled to the following vacation allotment on their anniversary each year:

After one (1) year of service	Two (2) weeks (10 days)
After five (5) years of service	Three (3) weeks (15 days)
After ten (10) years of service	Four (4) weeks (20 days)
After fourteen (14) years of service	Four (4) weeks and 2 days (22 days)
After twenty (20) years of service	Five (5) weeks (25 days)

2. Employees hired between July 1, 2012 and June 30, 2015 shall be entitled to the following vacation allotment on their anniversary each year.

After one (1) year of service	Two (2) weeks (10 days)
After five (5) years of service	Three (3) weeks (15 days)
After ten (10) years of service	Four (4) weeks (20 days)
After twenty (20) years of service	Five (5) weeks (25 days)

B. Employees hired after June 30, 2015 shall accrue vacation time on a monthly basis.

1. Employees hired **after June 30, 2015**, shall earn vacation time as follows:

Length of Service	Date of Accrual	Accrual Rate	Maximum Accrual
0 to 5 years	First full month of employment	6.667 hours per month	80 hours
6 to 10 years	After 60 months	10.00 hours per month	120 hours
11 to 20 years	After 120 months	13.333 hours per month	160 hours
20 or more years	After 240 months	16.6667 hours per month	200 hours

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

3. Employees may not use vacation during their probationary period.

C. Vacations will be granted at time requested by the employee provided that proper coverage of the school is maintained as determined by the Facilities Director or their designee.

1. Requests for vacation shall be submitted to the Facilities Director or their designee at least two weeks prior to the dates requested.

2. If a day or two is being requested, sufficient advance notice (four [4] working days) should be given to allow time for the Facilities Director or their designee to obtain a substitute.

3. No employee shall take more than two (2) weeks' vacation in succession without the prior approval of the Facilities Director, or in their absence, the Town Administrator.

D. An employee who terminates employment for any reason shall be paid for all unused accrued vacation time. A week's vacation shall consist of five (5) working days.

Section 14.3 – Personal Leave

A. Employees hired **before June 30, 2012** will receive three (3) personal days with pay per fiscal year.

B. Employees hired **after June 30, 2012** will receive two (2) personal days with pay per fiscal year.

C. Personal days will be non-cumulative from year to year.

Section 14.4 – Sick Leave

- A. Employees covered by this Agreement **hired prior to July 1, 2012** shall be entitled to sick leave earned at the rate of one and one-quarter (1 ¼) days (10 hours) for each month of service, commencing with the first working day of the month employed.
1. This leave shall have an unlimited accumulation for those **employees employed prior to July 1, 2003.**
 2. Employees **hired after July 1, 2003, and before July 1, 2012,** will have a maximum sick leave accumulation of one hundred eighty (180) days (1440 hours).
- B. Employees covered by this Agreement **hired after June 30, 2012** shall be entitled to sick leave earned at the rate of one (1) day (8 hours) for each month of service, commencing with the first working day of the month employed.
1. Employees **hired after June 30, 2012** will have a maximum sick leave accumulation of ninety (90) days (720 hours).
- C. An employee absent due to a workplace injury designated as Worker's Compensation may use accumulated sick leave to supplement insurance benefits up to their regular rate of pay, provided, however, said sick leave is deducted from the employee's unused accumulation.

Total weekly compensation from both sick leave and Worker's Compensation shall not exceed the employee's normal weekly wage.

After six (6) months on Worker's Compensation leave, an employee shall cease accruing sick and vacation leave until their return to active duty.

- D. In order for an employee to be entitled to sick leave, they must promptly notify their supervisor regarding their absence.
- E. A physician's certificate may be required at the discretion of the Facilities Director or the Town Administrator (TA).
1. The TA may require a medical exam of an employee by a town appointed physician. The Employer shall pay for such exam. Failure on the part of the employee to take such exam is reason to disqualify employee from receiving absence and leave benefits.

F. Sick Leave Buyback Program

The Employer agrees to establish a Sick Leave Buyback Program for custodial employees.

Upon official retirement with the Norfolk County Retirement System, employees covered by this Agreement shall be entitled to compensation for any unused sick leave at a rate of forty dollars (\$40) per day up to a maximum of five thousand two hundred dollars (\$5,200).

An employee who dies while employed by the Town of Franklin shall be entitled to compensation for any unused accumulated sick leave at the aforementioned rate of forty dollars (\$40) per day up to a

maximum of five thousand two hundred dollars (\$5,200) regardless of length of service. Such payment shall be made to the person or persons (i.e. next-of-kin, estate) that is payable.

An employee who intends to retire and take advantage of the Sick Leave Buyback shall submit, to the Employer, a letter indicating the date they intend to retire. This letter shall be submitted no later than sixty (60) days prior to the date which they intend to retire.

The notice requirement shall not apply in cases of death or emergencies due to serious illness. Employees who fail or who are unable to provide the sixty (60) days' notice due to extenuating circumstances may petition the TA for payout consideration.

Section 14.5 – Family Medical Leave

The Town will continue the employee's health benefits coverage during an approved FMLA period. The employee will continue to accrue holiday, vacation and sick leave credits during the FMLA leave. At the end of the FMLA period or when an employee exhausts all accrued leave (whichever is later), there will be no further accrual of sick or vacation, or payment for holidays. Seniority, however, will accrue during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, and will be entitled to any other benefits the employee would have accrued had they not taken family leave. The Town may designate extended leave as Family Medical Leave, when appropriate.

The Town requires that an 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.

An employee requesting leave under the terms of the Family and Medical Leave Act of 1993 for conditions regarding family members may use ten (10) accrued sick days prior to the use of their accrued personal time followed by any vacation time before any non-paid time off is utilized.

Section 14.6 – Sick Leave Donations

An employee in good standing who is on an approved FMLA medical leave for a non-work related reason, who has-exhausted their earned time (sick, vacation, and personal leave), may make a request to the Union for sick leave donations. The Union will bring this request to Management.

A. Members of all AFSCME units in the Town of Franklin are eligible to participate in the sick bank. Custodians may donate to members of another unit and receive donations from members of another unit.

B. The process for the sick leave bank is as follows:

Step 1:

Two members of management (the employee's manager and the TA or designee) will review the request to determine if a sick leave bank is appropriate. Management will confirm that the employee is on a valid leave that meets FMLA standards, that all available leave has been, or will be, exhausted, and that the employee has not abused their leave time prior to the onset of the current medical condition. Management will also try to determine how much leave will be required.

Step 2:

If the bank is approved, the union may then ask members to donate up to two (2) 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.

Neither the determination to allow donations made at Step 1 nor the members' donations in Step 2 are grievable.

Section 14.7 – Jury Duty Leave

The Employer agrees to allow leave for jury duty and to make up the difference in an employee's wages between a normal week's wages and compensation received for jury duty.

Section 14.8 – Bereavement Leave

Employees are granted time off for the death and/or memorial services in the immediate family or household.

Bereavement leave includes the day on which the death occurs and up to three work days which follow.

"Immediate family" includes the parent, parent-in-law, sibling, spouse, grandparent, a grandchild, son or daughter of an employee. A "member of the household" includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking as a member of the family.

Cases involving travel, funerals at later dates or other special circumstances should be referred to the Town Administrator. Permission shall not be unreasonably withheld.

For death of relatives other than the immediate family, an absence of up to one (1) full day may be allowed to attend funeral or memorial service

Section 14.9 – Military Leave

An employee required to fulfill their military obligations in the Military Reserve or National Guard, shall be granted the necessary time up to seventeen (17) days to attend prescribed training periods during that time of the year when their unit is in encampment. The employee shall not suffer loss of remuneration, sick leave, or vacation time due to this requirement. The salary paid by the employer during such absence shall be at the regular rate less the fee paid by the government for such military duty. If a member of the Military reserve or National Guard is federalized due to the national emergency for a period of one (1) year or less, they, in this period of federalization, accrue all due sick leave, vacation, increments, and promotional opportunities as if they were present for duty. The employee shall also be accorded the right to bid all vacancies.

Section 14.10 – Chain of Command

For the purpose of this Article, the chain of command shall be in the following order:

1. Facilities Manager
2. Facilities Director or designee
3. Town Administrator

ARTICLE 15: WAGES

Section 15.1

Salary rates of employees are set forth in Appendix A of this agreement, which is attached hereto and is hereby made a part of this Agreement.

Section 15.2

Employees shall be paid by direct deposit. Employees agree to access their payroll advice information online through employee self-service, available 24/7 and will not receive paper payroll advice forms.

Section 15.3

Employees hired or promoted between July 1st and December 31st will receive their step increases effective the first full pay period of July in the next calendar year.

Employees hired or promoted between January 1st and June 30th will receive their step increases effective the first full pay period of July in the next calendar year.

Subsequent steps will be on a 12 month basis, effective the first full pay period of July each year.

Section 15.4

Effective the first full pay period of July 2019, longevity pay previously included in Article 17 of the 2015-2018 agreement is eliminated and \$0.24 per hour (\$500 total) is added to the base pay of all employees (irrespective of hire date).

Section 15.5

Effective the first full pay period of July 2019, employees covered by this agreement shall receive a one percent (1%) increase in salary rate.

Section 15.6

The Town of Franklin will ensure that all salaries listed in Appendix A meet or exceed the Massachusetts minimum wage.

ARTICLE 16: CLOTHING ALLOWANCE

Each employee, except the Maintenance Custodian, shall receive a clothing allowance in a bi-weekly allotment of \$20.20 per pay period. New employees shall receive \$262.60 upon hire.

The Maintenance Custodian will receive a clothing allowance in a bi-weekly allotment of \$21.16 per pay period. The Maintenance Custodian may use this additional allowance to purchase steel toe safety boots, which must be worn at all times.

Each employee will be required to wear a navy blue T-shirt or sweatshirt that clearly identifies the employee as a member of the Town of Franklin Public Facilities Department. The T-shirt or sweatshirt shall be worn at all times when working for the Town.

Each employee may purchase the quantity of clothing they deem necessary, with the above clothing allowance considered full compensation for these employee purchases. Uniforms worn to work each day shall be clean, neat, and unturned. If an employee chooses to wear shorts, they shall be navy blue or khaki, knee length, and not athletic shorts. Shorts must be seamed and shall not have fringed or frayed edges.

If an employee is required to wear protective clothing or any type of protective device as a condition of employment, the protective clothing or any type of protective device as a condition of employment, the protective clothing or protective device shall be furnished to the employee by the employer.

ARTICLE 17: SAFETY COMMITTEE

A Safety committee will be formed composed of a member of the Union and a member of the administration. The Safety Committee shall make inspections of all equipment, tools, ladders, vehicles, electrical cords and appliances in June and December of each year to verify the safe condition of said inspection items. It is the responsibility of each employee to report promptly to the Facilities Director or their designee any hazard observed. The member of the Union shall be a member of the Town of Franklin Safety Committee.

ARTICLE 18: PERSONNEL RECORDS

A copy of any written statement or report which is of a critical or unsatisfactory nature concerning an employee made by a member of management or a designated supervisor which is to be retained by the Employer in the employee's personnel file shall be shown to the employee who shall certify in writing that they have read it. If the employee refuses to sign such a statement, the supervisor or other person who witnessed the employee read the statement or report shall certify that the statement or report was read by the employee and that the employee refused to sign the statement acknowledging this fact. If the employee is not available (due to illness or other absence) at the time the statement or report is prepared, the member of management or supervisor shall file with the statement or report the reason for not showing the statement or report to the employee at the time of filing, but the employee shall be given the opportunity to read the report as soon as he is available thereafter. No action shall be taken by the Employer based solely on such statement or report unless it appears in the file that in accordance with the above procedure, the employee read or had the opportunity to read the statement or report, provided, however, that such record may be retained in the file and may be considered in any subsequent action, if the record then shows that the employee has read the report or statement.

The employee shall be permitted to make a written rebuttal or explanation as to any such report and the employee's written statement shall be filed with the related record. The employee's rebuttal shall not be so filed if it contains critical remarks about any other individual or individuals.

Employees may petition the Town Administrator (TA) to remove documents of a disciplinary nature should they feel that ample time has passed and the behavior has been sufficiently corrected. Decisions to do so are at the sole discretion of the TA and their decision is non-grievable.

ARTICLE 19: SPECIAL PROJECTS

Notwithstanding any such language to the contrary contained herein, the Union agrees that the Employer shall have the right at any time to hire outside specialized help, or to utilize volunteers, for special projects which the Employer determines are necessary and that neither the Employer nor the Union has the expertise, equipment, or available time to accomplish without engaging such outside help. The Employer agrees that this shall be for special projects only, with the exception of painting. The Union agrees that a part-time painter may assist with painting projects.

Members of the Bargaining unit shall only perform bargaining unit work.

ARTICLE 20: EMPLOYEE EVALUATIONS

In order to ensure satisfactory performance of custodians and to provide and maintain a comprehensive personnel file for all custodians, the following evaluation procedure for employees is agreed upon:

1. All newly appointed employees will be evaluated prior to the conclusion of their 6-month probationary period.
2. All members of the bargaining unit will be formally evaluated between July 1st and September 1st of each year. The employees involved shall meet with the Facilities Manager to review and discuss the formal evaluation.
3. The evaluation will be completed by the Facilities Manager or their designee in consultation with the Building Principal. A copy of the completed evaluation sheet, after it has been provided to the employee, will be forwarded to the Office of Human Resources for inclusion in the employee's personnel file.
4. Custodians with a continued unsatisfactory evaluation for one year will be requested to appear before the Town Administrator, or their designee, for appropriate review. At this meeting, the custodian shall be represented by the Union Representative.

ARTICLE 21: TOWN OF FRANKLIN POLICIES AND PROCEDURES

Custodial Employees acknowledge and, to the extent they do not conflict with the collective bargaining agreement, adopt the General Policies section of the "Town of Franklin Policies and Procedures."

If future changes are made to the "Town of Franklin Policies and Procedures", the Town will notify the Union of the proposed changes and provide them with an opportunity to bargain.

ARTICLE 22: SEPARABILITY

Should any provision of this Agreement be found to be in violation of any Federal or State Law or Civil Service Rules and Regulations, the remaining provisions shall remain in full force and effect.

ARTICLE 23: DURATION

This agreement shall extend through June 30, 2025. This contract and all its terms shall automatically be renewed including the period of July 1, 2025 to June 30, 2026 unless either party notifies the other in writing on or before January 1, 2025 of its desire to terminate, modify or amend this agreement. This agreement is contingent on sufficient funds being appropriated by the Franklin Town Council to adequately fund this contract. The Employer shall actively seek funding of this contract.

SIDE LETTER

Management agrees to meet with the union each year before the Budget is approved by the Town Council to discuss the line item for overtime at the High School.

**APPENDIX A:
SALARY SCHEDULE
FISCAL YEAR 2023**

Effective July 3, 2022

REVISED SALARY TABLES

	Step 1	Step 2	Step 3	Step 4	Step 5
Junior Building Custodian	\$21.30	\$22.33	\$23.41	\$24.54	\$25.73

Senior Building Custodian A - Single Elementary Schools	\$27.12
Senior Building Custodian B - Complex Schools and/or High School	\$28.30
Maintenance Custodian	\$28.30

**APPENDIX A:
SALARY SCHEDULE
FISCAL YEAR 2024**

**Effective July 2, 2023
2.5% COLA**

	Step 1	Step 2	Step 3	Step 4	Step 5
Junior Building Custodian	\$21.83	\$22.89	\$24.00	\$25.15	\$26.37

Senior Building Custodian A - Single Elementary Schools	\$27.80
Senior Building Custodian B - Complex Schools and/or High School	\$29.01
Maintenance Custodian	\$29.01

**APPENDIX A:
SALARY SCHEDULE
FISCAL YEAR 2025**

**Effective July 14, 2024
2.5% COLA**

	Step 1	Step 2	Step 3	Step 4	Step 5
Junior Building Custodian	\$22.38	\$23.46	\$24.60	\$25.78	\$27.03

Senior Building Custodian A - Single Elementary Schools	\$28.49
Senior Building Custodian B - Complex Schools and/or High School	\$29.73
Maintenance Custodian	\$29.73

APPENDIX B: AMERICAN RESCUE PLAN ACT STIPENDS

The Town of Franklin will provide one-time annual stipends in FY23, FY24, and FY25 using ARPA Funds. Stipend amounts will be determined based on an employee's status during the COVID-19 State of Emergency, which began on March 10, 2020 and terminated on June 15, 2021.

A. State of Emergency Employees

1. Criteria:

- a. Must have worked full-time at least one day between March 18, 2020 to June 15, 2021, which is the legally declared state of emergency declared by Governor Baker.
- b. Payment is based on status *during the state of emergency*.
For example, if an employee was only part-time during that period and became full-time AFTER June 15, 2021, they will receive a part-time payment of \$1,500 in year one.
- c. Employees who worked during the state of emergency and then officially retired through the Norfolk County Retirement system are eligible to receive the FY23 stipend only.

2. Payment Amounts:

- a. FY23 - \$3,000.00
- b. FY24 - \$1,500.00
- c. FY25 - \$1,500.00

B. Employees Hired AFTER the State of Emergency

1. Criteria:

- a. Hired after June 15, 2021
- b. If hired after June 30, 2022, an employee is NOT eligible for FY23 Stipend, but is eligible for future stipends
- c. Must have completed the six month probationary period at the time of payment. Those not fully completing their probationary period will have stipends processed when probation is complete and then according to the standard schedule after that.

2. Payment Amounts:

- a. FY23 - \$1,500.00
- b. FY24 - \$1,500.00
- c. FY25 - \$1,500.00

C. Payment Dates

1. Payments will be made by August 31st each year. Exact dates will be communicated with the Union President.
2. Employees must be active in the payroll system at the time of the payment. If an employee resigns during the life of the CBA, they do not receive additional payments paid out after their termination date.

SIGNATURES

TOWN OF FRANKLIN

**AFSCME
AFL-CIO, LOCAL 1298
CUSTODIANS**


