

**Collective Bargaining Agreement  
Between  
The Town of Franklin  
And  
AFSCME  
AFL-CIO, Local 1298  
Department of Public Works (DPW)  
July 1, 2022 through June 30, 2025**

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## **PREAMBLE**

This Agreement, entered into by the Town of Franklin, represented by the Town Administrator (hereinafter referred to as the Employer) and American Federation of State County and Municipal Employees (AFSCME) Council 93, Local 1298 (hereinafter referred to as the Union) has as its purpose the promotion of harmonious relations between the Employer and Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

Should any provisions of this Agreement be found to be in violation of any federal or state law or Civil Service rule by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for this duration of this Agreement.

## **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 employees of the Department of Public Works ("DPW") in the Town of Franklin, except the Director and Deputy Director, the Office Administrator, the Superintendent and Assistant Superintendent of DPW divisions, clerical employees of the DPW and employees of the Engineering Division.

Said employees shall be in the unit: all employees of the Water, Sewer, Highway, Grounds, Stormwater and Central Motors Divisions.

The Employer will not aid, promote or finance any labor group organizations, which purport to engage in collective bargaining, or make any agreement with any such group, or individual for the purpose of undermining the Union or changing any condition contained in this Agreement.

## **ARTICLE 2: 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, it will not authorize, approve, participate in, or in any way encourage any strike, work stoppage, slowdown or the withholding of services, including extra hours services, 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 Franklin Public Works Department during the term of this Agreement.

### **ARTICLE 3: MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed to in any way alter, modify, change or limit the authority and jurisdiction of the Town of Franklin, represented by the Town Administrator, 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, or any law or order pertinent thereto.

Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of policy, the operations of all departments under the jurisdiction of the Department of Public Works and the direction of the staff are vested exclusively in the Town Administrator.

### **ARTICLE 4: 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 5: UNION REPRESENTATION**

The Union shall designate in writing to the Town Administrator the name of its steward or the steward's alternate and all elected officials. Said steward shall be given reasonable time off during working hours to investigate and settle grievances and to attend hearings and proceedings, without loss of pay. The steward shall coordinate this time (the steward's and the employee's) with their Superintendent, Deputy Director of Operations or DPW Director.

The Employer agrees to permit representatives of the American Federation of State, County and Municipal Employees (AFSCME) Council 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 Director of Public Works.

Representatives from AFSCME may meet with new employees for up to 30 minutes within the first two (2) weeks of employment.

The Public Works meeting room may be used by the Union upon twenty-four (24) hours written request and approval by the Director or their designee. Such approval will not be unreasonably withheld.

For the purpose of attendance at Union conventions, which occur during regular working hours, a temporary leave of absence with pay, will be granted. Such leaves of absence shall not exceed a total of twenty-four (24) hours, with proof of attendance, during the term of this Agreement.

## **ARTICLE 6: DISCRIMINATION AND COERCION**

There shall be no discrimination by forepersons, superintendents or other agents of the Employer against any employee because of their activity or membership in the Union.

The Employer further agrees that there will be no discrimination against any member for their adherence to any provision of the Agreement.

The parties to this Agreement agree that they shall not discriminate against any person because of race, color, religious creed, national origin, ancestry, sex, gender identity, age, handicap (disability), mental illness, retaliation, sexual harassment, sexual orientation, active military personnel, genetics and pregnancy or pregnancy related condition and that such person shall receive the full protection of this Agreement.

## **ARTICLE 7: GRIEVANCE AND ARBITRATION PROCEDURE**

Any grievance or dispute, which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

Step 1:	The Union steward and/or representative, with or without the aggrieved employee, shall take up the grievance or dispute in writing with their Superintendent within seven (7) working days. The grievant shall be entitled to a meeting with their Superintendent and immediate supervisor prior to settlement of the grievance. The Superintendent shall respond to the grievance within seven (7) working days.
Step 2:	If the grievance has not been settled, it shall be presented in writing to the Director of Public Works within seven (7) working days after the supervisor's response is due. The grievant shall be entitled to a hearing before the Director of Public Works. This hearing shall be held after the timely filing of the written presentation of the grievance with the Director of Public Works, but before the response of the Director of Public Works is due. The Director of Public Works shall respond to the steward in writing within seven (7) days.
Step 3:	If the grievance still remains unsettled, it shall be presented to the Town Administrator, in writing, within fourteen (14) working days after, the response of the Director of Public Works is due. The Town Administrator shall respond to the Chapter Chair in writing within fourteen (14) working days.

Step 4:	If the grievance is still unsettled, either party may within thirty (30) days after the reply of the Town Administrator is due, by written notice to the other, request arbitration.
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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.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue their decision within thirty (30) days after the conclusion of testimony and argument.

The expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If the other party and/or the arbitrator desire a copy of the record then the total cost of the record will be shared equally.

Grievances involving suspensions or terminations shall be processed beginning at Step 3. If the case reaches arbitration, the arbitrator shall have the power to direct a resolution of the grievance up to and including restoration to the job with all compensation and privileges that would have been due the employee.

## **ARTICLE 8: LAYOFF, RECALL AND TERMINATION**

### **Section 8.1**

The Union acknowledges that the Town has rescinded its acceptance of the Civil Service Law (Massachusetts General Law, Chapter 3). The legislation includes a provision "grandfathering" all employees hired prior to July 1, 2007, thereby allowing them to maintain their civil service status.

### **Section 8.2**

The Town will continue to apply merit system principles in personnel decisions involving layoffs (and recall), discharges, removals, suspensions without pay, demotions, and promotions, as follows:

#### **A. Layoffs**

No employee hired under Civil Service (those hired prior to July 1, 2007) shall be laid off if there is an employee in the same classification, or in a lower classification for which they are qualified, who was hired after July 1, 2007.

1. Employees hired after July 1, 2007 shall be laid off, within the classification affected, by seniority. An employee whose classification has been selected for such reduction shall, if deemed qualified, be able to bump the least senior non Civil Service employee in a lower classification.
2. In the event the Town determines that a layoff is necessary, and there are no employees in the affected classification hired after July 1, 2007, then the employee with the least civil service seniority shall be laid off.

## B. Recalls

Recalls to employment shall be by seniority.

1. Employees hired under Civil Service have the right of recall for ten (10) years, subject to normal hiring procedures and requirements.
2. Non Civil Service employees shall have a right to one opportunity of recall for twelve (12) months after the date of the layoff (subject to available funding and hiring needs).

## C. Discharge, Demotion, Removal, and Suspension

No employee who has passed a six-month probationary period (or applicable extension thereof) shall, without their consent, be discharged, demoted, removed, or suspended without pay except for with just cause.

1. Before suspending an employee in excess of five (5) days, or taking action to demote, remove, or discharge an employee, the Appointing Authority shall afford the employee a hearing.
2. All disputes relating to discipline of employees who have passed the probationary period shall be resolved exclusively under the grievance and arbitration provision of this agreement. Such grievances shall be filed at the Town Administrator step of the procedure. If not resolved at that level, they may proceed to arbitration if the Union so elects.

### **Section 8.3 – Probationary Period**

All new employees are subject to a six (6) month probationary period which may be extended by mutual agreement to twelve (12) months.

## **ARTICLE 9: SENIORITY**

The length of service of the employee in the bargaining unit shall determine the seniority of the employee.

The principle of seniority shall govern and control in all cases of transfer, decrease or increase of the working force as well as promotions and preference in choice of vacation period, as specified in [Article 17](#).

## **ARTICLE 10: HOURS OF WORK**

### **Section 10.1**

The workweek shall consist of five (5) consecutive eight (8) hour days, Monday through Friday or Tuesday through Saturday.

- A. The work day shall be 7:00 a.m. to 3:00 p.m. and will include one thirty (30) minute paid break.
- B. Employees agree to work through their “meal break” (lunch) and will be paid for this time.
- C. The normal workday shall consist of eight (8) consecutive hours within the twenty-four (24) hour period. Each employee shall be scheduled to work a shift with regular starting and quitting times. Except for in emergency situations, work schedules shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.



## **Section 10.2**

The Department will establish “summer hours” each year. The work day under summer hours will be 6:30 a.m. to 2:30 p.m. The exact dates for summer hours will be determined by the Town Administrator annually based on the operational needs of the Department. The dates for summer hours will be finalized by April 30th each year.

## **Section 10.3**

In the event an employee reports to their place of work at the regularly scheduled time and is sent home for lack of work, the employee shall be paid for eight (8) hours at the entitled rate.

# **ARTICLE 11: OVERTIME**

## **Section 11.1**

Employees covered by this Agreement shall be paid overtime at the rate of one and one-half (1 ½) times or two (2) times the regular rate of pay for the work in excess of eight (8) hours in one (1) day and/or forty (40) hours in one (1) week.

## **Section 11.2**

- A. Work performed on Sunday shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay.
- B. Work performed on Sunday related only to snow and ice shall be paid at two (2) times the regular rate of pay (double time).

## **Section 11.3**

Employees will be paid at two (2) times the regular rate of pay (double time) once contractors are called to begin snow and ice removal operations. The double time will end when the employee clocks out.

## **Section 11.4**

All work performed between 12:00 a.m. (midnight) and 7:00 a.m. (or 6:30 a.m. during summer hours) will be paid at two (2) times the regular rate of pay (double time) except under the following circumstances:

- A. Employees who are called in to work at 6:00 a.m. (or 5:30 a.m. during summer hours) or later on a normal day of work shall be paid at one and one-half (1 ½) times the regular rate of pay for time worked prior to 7:00 a.m. (or 6:30 a.m. during summer hours) and beyond 8 hours.
- B. An employee reporting voluntarily and starting work earlier than 7:00 a.m. (or 6:30 a.m. during summer hours) will not be eligible for double time, but will be paid one and one half (1 ½) times the regular rate of pay.
- C. An employee who chooses to begin scheduled weekend or holiday checks of the pump stations before 7:00 a.m. (or 6:30 a.m. during summer hours) will not be paid at the double time rate unless eligible under the Holiday pay language in [Article 16](#).

### **Section 11.5**

An employee called back to work after completing their scheduled and before the employee's next regular scheduled starting time, shall be paid at the rate of one and one-half (1 ½) or double time as appropriate for all hours worked on recall. Employees will be guaranteed a minimum of six (6) hours' pay at the regular rate.

### **Section 11.6**

When an employee begins work prior to 12:00 a.m. (midnight) and continues work through to their regular shift, the Employee will be paid at a rate of one and one-half (1 ½) times their regular rate of pay for work during their regular shift.

### **Section 11.7**

Overtime shall be equally and impartially distributed among personnel in each area who ordinarily perform such related work in the normal course of their workweek.

- A. When in cases of extreme emergencies, it is necessary to call in personnel from other areas to aid and assist the personnel that normally perform such work, the personnel from areas other than the area that normally performs such work shall be released from their duties first when the work load lessens.

### **Section 11.8**

The Employer shall keep payroll records of the overtime worked. A summary of overtime by employee, including hours actually worked, hours refused, and hours unavailable, will be maintained by the Forepersons, and made available by the Forepersons as requested.

### **Section 11.9**

Overtime work shall be voluntary, except in the case of an emergency. If the Town Administrator or designee declares an emergency, then employees must respond to overtime.

### **Section 11.10**

- A. An approved leave of absence with pay shall be considered hours worked for the purposes of this article. In determining whether work is in excess of forty (40) hours in one (1) week, any day on which an employee is absent from work due to a legitimate illness shall be considered a day worked.
- B. Employees who are on unscheduled sick leave are not eligible for overtime until 12:01 a.m. following the day they were out ill.
- C. Employees on vacation or personal time will not be called unless they have advised their Superintendent they will be available, and until all other employees have been offered the overtime. Not being available if called will not count as a refusal.

## **ARTICLE 12: FLAG DETAIL**

Employees will place and remove flags on lamp posts in the downtown area and Municipal buildings for Memorial Day, 4<sup>th</sup> of July, and when Veteran's Day and/or Flag Day, falls on Saturday or Sunday.

Two employees will be assigned overtime, each at two (2) hours overtime to place and two (2) hours overtime to remove the flags.

Department of Public Works

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## **ARTICLE 13: TOWN OF FRANKLIN POLICIES AND PROCEDURES**

DPW 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 14: COMPENSATION**

### **Section 14.1**

The salary table is set forth in [Appendix A](#) of this agreement, which is attached hereto and is hereby made a part of this agreement.

### **Section 14.2**

Employees who are assigned to the Tuesday through Saturday shift will receive a shift differential stipend of \$75.00 per pay period.

### **Section 14.3**

The Town of Franklin will always ensure that all salaries listed in [Appendix A](#) meet or exceed the Massachusetts minimum wage.

### **Section 14.4 - Advancement on the Salary Schedule**

- A. Employees under normal circumstances, upon satisfactory completion of the prescribed time in step, shall advance on the Appendix A Salary Table as follows:
  - 1. 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.
  - 2. 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.
  - 3. Subsequent steps will be on a 12-month basis, effective the first full pay period of July.

### **Section 14.5 - Withholding of a Step**

- A. Any employee below the maximum step who, in the judgment of the Town, has not rendered satisfactory service and has received any disciplinary action prior to May 1<sup>st</sup>, shall receive a warning that their step increase may be withheld or delayed.
- B. The performance will be reviewed in 90 days and the step will be awarded if the employee has achieved satisfactory performance.
  - 1. If the employee’s service improves, they shall receive the specified increase as provided by the salary schedule.
  - 2. Should the employee’s service fail to improve, they shall receive written notice, not later than June 15<sup>th</sup>, that they will not receive the increase as provided by the salary schedule.

- C. An employee who has been denied a step increase as provided above, may resort to the grievance procedure.

#### **Section 14.6 – Working out of Classification**

- A. When an employee is qualified for and is temporarily required to serve in and accept the responsibility for work in a higher job grade, such employee shall receive out of classification pay.
  - 1. Out of classification pay will be calculated using the same formula as a promotion in Section 14.7.
  - 2. A member of management may assign an employee to work out of classification if an employee is out for three (3) or more consecutive days or if there is an emergency where the position is needed immediately.
- B. Any employee may be temporarily assigned to work in any position of the same or lower class grade without loss of pay.
- C. An employee is only considered to be working out of classification if a member of management assigns them to be.

#### **Section 14.7 - Promotion**

When an employee is promoted to a higher paying job grade, the employee's new salary rate shall be calculated as follows:

- A. Such employee will be placed at the step within the new job grade that bears a salary rate exceeding the next highest step within the job grade from which the employee has been promoted, but in no case at a step that would result in less than a 3% increase and in no case more than the maximum step for the position to which the employee has been promoted.

#### **Section 14.8 – L-2 Upgrade**

When future L-3 or L-2 vacancies occur, the Employer shall review its needs, and determine, at its discretion, whether to post the position as an L-2 or an L-3.

#### **Section 14.9 – Direct Deposit**

All employees shall be paid by direct deposit. Funds may be sent to savings or checking accounts and may be split to more than one account if requested.

#### **Section 14.10 – Self-service Payroll Information**

Employees agree to access their payroll advice online through employee self-service, available 24/7 and from off site as well as at work, and discontinue receipt of paper payroll advice forms. Employees may print these advices at work.

#### **Section 14.11**

Members of the DPW will receive a COLA at least equal to the negotiated COLA for all other municipal bargaining units for the Town of Franklin for FY23 through FY25, excluding any bargaining units with the Franklin Public Schools District. The negotiated COLA does not include an increase established through arbitration, mediation, or the JLMC process.

## **ARTICLE 15: LICENSES AND STIPENDS**

### **Section 15.1 – Licenses**

All employees are responsible for all costs associated with obtaining and maintaining their licenses, including, but not limited to drivers', hoisting, physicals, water treatment and distribution, pesticide licenses.

(Compensation for the CDL license is included in base.) Failure to obtain and retain all required licenses included in their position description, shall be grounds for discipline up to and including termination.

- A. Employee licenses will be checked on an annual basis. Employees shall notify the Director of Public Works the first work day after a license is suspended, non-renewed, or lost. Failure to report the license issue shall be grounds for discipline.
- B. Employees wishing to pursue professional licenses should obtain prior approval from their Superintendent. With this prior approval, the Department will pay for preparatory course and test, after the employee passes the related test. The Department will not pay for the license fee.
- C. The Employer will pay for appropriate classes to maintain hoisting, water treatment and distribution, MassDEP certifications, and Pesticide licenses if requested of, and approved by the Director, in advance of the course.

### **Section 15.2 – Stipends**

The Town will pay a bi-weekly stipend to employees who maintain the following licenses:

<b>License Type</b>	<b>Bi-Weekly Stipend Amount</b>
<b>Commonwealth of MA Drinking Water Operator Licenses</b>	
D1	\$46.15
D2	\$76.92
D3	\$115.38
D4	\$134.62
T1	\$46.15
T2	\$115.38
T3	\$134.62
T4	\$153.85

<b>Collection Systems Certification</b>	
Grade I	\$30.77
Grade II	\$38.46
Grade III	\$46.15
Grade IV	\$57.69
Backflow Prevention Device Inspector/Tester Certification	\$23.08
Cross Connection Control Surveying Certification	\$23.08
MA Wastewater Treatment Plant Operator (WWTPO) License (All Levels)	\$30.77
Pesticide Applicator's License (Core)	\$30.77
Pesticide Commercial Applicator License - Category 37 or 40 (1st license)	\$57.69
Pesticide Commercial Applicator License - Category 37 or 40 (2nd license)	\$19.23
Massachusetts Certified Arborist	\$57.69
Massachusetts Certified Tree Warden	\$38.46
ASE – minimum of three (3) current Passenger Vehicle Series Certifications	\$28.85
ASE – minimum of five (5) Passenger Vehicle Series Certifications	\$38.46
ASE – Certified Passenger Vehicle Technician	\$57.69
ASE – minimum of three (3) current Medium-Heavy Truck (“T”) Series Certifications	\$28.85
ASE – minimum of five (5) current Medium-Heavy Truck (“T”) Series Certifications	\$38.46
ASE – Certified Master Truck Technician	\$57.69
CDL A Endorsement	\$28.85
CDL Tanker Endorsement	\$7.69
CDL Trainer ( <i>see Section 15.4</i> )	\$38.47

### **Section 15.3 – One time payments for certain certifications**

- A. The Town will pay a one-time payment of \$1,000 to an employee upon completion of the course requirements to be a “Roads Scholar.”
- B. The Town will pay a one-time payment of \$500 to an employee upon completion of the OSHA 30 Certification.

#### **Section 15.4 – CDL Trainer**

The union will nominate two (2) employees to serve as CDL Trainers each fiscal year.

- A. One (1) CDL Trainer will be from the Water, Sewer or Stormwater Division and one (1) Trainer will be from Highway, Grounds, or Central Motor Division.
- B. The CDL Trainer will be responsible for on-the-road training, classroom training, record keeping, submitting/filing paperwork, ensuring trucks are fully operational and prepared for CDL Road Tests, sponsoring CDL B candidates on their Road Tests, and all other pertinent (non-administrative) aspects of the DPW's CDL training program.
- C. The CDL trainer will receive overtime pay for additional hours worked beyond regularly scheduled hours.
- D. The stipend shall be \$38.47 per pay period.

#### **Section 15.5 – Educational Incentive**

There will be a bi-weekly payment, as outlined below, for all full-time permanent members of the DPW who have earned a college degree.

Associates Degree:	\$28.85 per pay period
Bachelor's Degree:	\$38.46 per pay period
Master's Degree:	no payment

### **ARTICLE 16: HOLIDAYS**

#### **Section 16.1**

The following days shall be recognized as legal holidays:

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  
Day before Thanksgiving – leave at 12:00 p.m.  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

Employees shall be excused from all duty not required to maintain Town services and public safety.

## **Section 16.2**

If any of the above holidays shall fall on a normal day off, an additional day off shall be given as determined by the Town Administrator or their designee.

## **Section 16.3**

Holidays must be taken and no compensation will be allowed for failure to do so.

## **Section 16.4**

- A. If required to work on a holiday due to an unscheduled emergency, payment shall be made at the rate of two (2) times the normal rate of pay, in addition to the holiday pay.
- B. If an overtime shift is scheduled on a holiday, payment shall be made at the rate of one and one half (1 ½) times the normal rate of pay, in addition to the holiday pay.

## **Section 16.5**

The Town will provide employees with a half-day off on the working day that falls before Christmas Day and New Year's Day.

- A. Employees with a Monday through Friday workweek will receive the half-day off when those holidays fall on a Tuesday through Saturday if the workload permits.
- B. Employees with a Tuesday through Saturday, workweek will receive the half-day off when those holidays fall on a Wednesday through Sunday if the workload permits.
- C. If employees are required to work on these half-days, there will be no additional compensation for this work period.

# **ARTICLE 17: VACATION**

## **Section 17.1 – Employees hired prior to July 1, 2015**

Employees hired prior to July 1, 2015 shall receive paid vacation on July 1st according to the following schedule:

<b>Years of Service</b>	<b>Status Change Date</b>	<b>Annual Vacation Allotment in Weeks</b>	<b>Annual Vacation Allotment in Hours</b>
Less than 5 years	Upon hire	Two (2) Weeks	Eighty (80) hours
More than 5 years but less than 10 years	After 60 months	Three (3) Weeks	One hundred twenty (120) hours
More than 10 years but less than 20 years	After 120 months	Four (4) Weeks	One hundred sixty (160) hours
Over 20 years	After 240 months	Five (5) Weeks	Two hundred (200 hours)



- A. Employees hired prior to July 1, 2015 may carryover up to 56 hours of vacation into the next fiscal year.
- B. Employees will receive the additional vacation hours for the fiscal year on their 5<sup>th</sup>, 10<sup>th</sup>, and 20<sup>th</sup> anniversary of service.

### **Section 17.2 – Employees hired after July 1, 2015**

Employees hired after July 1, 2015 shall receive paid vacation beginning with their first full month on the payroll according to the following schedule:

<b>Years of Service</b>	<b>Accrual Start/Change Date</b>	<b>Annual Vacation Allotment in Weeks</b>	<b>Annual Vacation Allotment in Hours</b>	<b>Hours Accumulated Per Month</b>	<b>Maximum Accrual (one year's accrual plus 56 hours)</b>
Less than 5 years	First full month of employment	Two (2) Weeks	Eighty (80) hours	6.667 hours	136 hours
More than 5 years but less than 10 years	After 60 months	Three (3) Weeks	One hundred twenty (120) hours	10.000 hours	176 hours
More than 10 years but less than 20 years	After 120 months	Four (4) Weeks	One hundred sixty (160) hours	13.333 hours	216 hours
Over 20 years	After 240 months	Five (5) Weeks	Two hundred (200) hours	16.667 hours	256 hours

- A. Employees may not use vacation during their probationary period.
- B. Employees hired after June 30, 2015 may maintain up to one year's accrual plus 56 hours at any time. If an employee hits the "maximum accrual" rate in the chart above, they will not accrue any more vacation time. They must go below the maximum accrual number to earn additional time.

### **Section 17.3 – Granting of vacation time**

- A. Vacation leave is to be granted by seniority, subject to approval of the Director or their designee.
- B. If an employee desires to use a vacation day, forty-eight (48) hours of notice must be given to the Director or designee who will allow it if it is in the best interest of the department. The forty-eight (48) hours' notice may be waived by the Director or their designee where the circumstances would warrant it.

### **Section 17.4**

- A. No monetary grant will be allowed for vacations not taken.
- B. Upon termination of employment for any reason, cash payment for accrued vacation shall be made.

- C. If an employee dies while in the employ of the Town the spouse or estate shall be entitled to accrued vacation pay.

## **ARTICLE 18: SICK LEAVE**

### **Section 18.1 – Employees hired prior to July 1, 2012**

- A. Sick Leave shall be earned at the rate of ten (10) hours for each month of service.
1. Sick leave accruals start on the employee's first day of employment.
  2. An employee in continuous employment shall be credited up to a maximum of one hundred sixty (160) days (1280 hours).
- B. Employees accumulating more than one hundred (100) days (800 hours) of sick leave, may exchange sick days for vacation days on a three (3) sick days for one (1) vacation day basis. No more than five additional vacation days may be earned in any calendar year.

### **Section 18.2 – Employees hired after July 1, 2012**

- A. Sick Leave shall be earned at the rate of eight (8) hours for each month of service.
1. Sick leave accruals start on the employee's first day of employment.
  2. An employee in continuous employment shall be credited up to a maximum of ninety (90) days (720 hours).

### **Section 18.3**

Immediate notice of absence must be given to the department head or immediate supervisor. Failure to do so will result in the loss of pay.

### **Section 18.4**

A doctor's certificate shall be required for an absence of three (3) consecutive working days or longer, or may be required at any time at the discretion of the Director or their designee.

- A. Satisfactory medical evidence shall consist of a signed statement by a licensed Physician, Physician's Assistant (PA) or Nurse Practitioner (NP) that they personally examined the employee and shall contain the nature of the illness or injury, unless identified by the medical provider as being of a confidential nature; a statement that the employee was unable to perform their duties due to the specific illness or injury on the days in question; and the prognosis for the employee's return to work.
- B. The medical provider's determination of the employee's incapacitation for duty shall be based upon the provider's assessment of the employee's health condition for the period of sick leave utilized, and by reviewing the employee's specific job duties and responsibilities as outlined in the position description.

### **Section 18.5**

Injury, illness or disability, self-imposed or resulting from the use of alcohol or drugs, shall not be considered a proper claim for leave under this section.

### **Section 18.6**

An employee may use up to three (3) days of accumulated sick leave in the case of a family illness. Family illness shall be limited to that of a spouse, parent/parent-in-law, children, or a member of the employee's

household. 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.

### **Section 18.7 – Worker’s Compensation**

An employee who is incapacitated by reason of injury sustained in the course of and arising out of the employee's employment by the Town may be paid directly by the Worker’s Compensation Company. The employee may then elect to use their accumulated sick leave to make up the difference between their normal compensation and the payment from the Worker’s Compensation Company.

- A. After six (6) months on Worker’s Compensation leave, an employee shall cease accruing sick and vacation leave and shall not be eligible for holiday pay until they return to active duty.

### **Section 18.8 – Family and Medical Leave Act of 1993 (FMLA)**

- A. All medical leaves are treated as FMLA if longer than five (5) days.
- B. 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.
- C. After the exhaustion of all accrued leave and the expiration of FMLA leave, whichever is later, there will be no further accrual of sick or vacation, or payment for holidays.
- D. Seniority will accrue during the term of the leave.
- E. 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.
- F. The Town may designate extended leave as Family Medical Leave, when appropriate.
- G. An employee on approved leave under the terms of the Family and Medical Leave Act of 1993 for conditions regarding family members (including birth or adoption of a child) may use ten (10) accrued sick days prior to the use of their accrued holiday and personal time followed by any vacation time before any non-paid time off is utilized.

### **Section 18.9 – 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. DPW members 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 Town Administrator or designee) and one (1) person appointed by the union 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. They 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 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.

- C. If the employee is unable to return to work when the donated leave is exhausted, the donation process may be repeated only once for this medical event.
- D. Neither the determination to allow donations made at Step 1 nor the members' donations in Step 2 are grievable.

#### **Section 18.10 – Sick Leave Buyback upon Retirement**

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 thirty-five dollars (\$35) per day for up to a maximum of one hundred (100) days or three thousand five hundred dollars (\$3,500).

- A. If an employee provides at least six (6) months' written notice of their intent to retire, they will be compensated at a rate of forty (\$40) dollars per day for up to a maximum of one hundred (100) days or four thousand dollars (\$4,000).
- B. If an employee provides at least one (1) year's written notice of their intent to retire, they will be compensated at a rate of fifty (\$50) dollars per day for up to a maximum of 100 days or five thousand dollars (\$5,000).
- C. If the employee decides not to retire after providing the written notice in sections A or B, they forfeit their one-time chance to be eligible for the additional payment and will revert back to thirty-five dollars (\$35) per day.
- D. If an employee provides official notice by November 30, 2020 that they intend to retire by the end of Fiscal Year 2021 (by June 30, 2021), they are eligible to receive the full sick leave buyout in section B (\$50.00 per day). If notice is provided on December 1st or later, they will receive benefits as stated above.

## **ARTICLE 19: PERSONAL AND BEREAVEMENT LEAVE**

### **Section 19.1 – Personal Leave**

Employees are entitled to three (3) personal days per fiscal year for personal business. Requests shall be presented to the Director or their designee twenty-four (24) hours in advance of the requested day off.

### **Section 19.2 – Bereavement Leave**

Funeral leave is for the death and/or memorial services of a member of the immediate family or household. The day on which the death occurs and three (3) additional work days shall be granted.

- A. If the funeral is held after the three (3) additional day period, the time up to and including the funeral may also be allowed. Cases involving special circumstances, including travel for an extensive period of time, should be referred to the Town Administrator.
- B. “Immediate family” includes mother, father, sister, brother, current spouse, son, daughter, grandchild, and parents of the employee’s current spouse. 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.
- C. For death of relatives other than the immediate family, absence of up to one (1) full day may be allowed in order to attend funeral or memorial services.

## **ARTICLE 20: OTHER LEAVES**

### **Section 20.1**

An employee called for jury duty shall be paid the difference between regular pay and the compensation received as a juror, exclusive of travel allowances.

### **Section 20.2**

An employee summoned as a witness on behalf of the Town shall be granted leave and paid the difference between regular pay and witness fees, exclusive of travel allowances.

### **Section 20.3**

The department shall work with employees in the military reserve or National Guard to adjust a work schedule for weeks of scheduled weekend drills. The employee must advise their supervisor of the schedule at least 10 working days in advance of the drill.

## **ARTICLE 21: UNIFORMS, BOOTS AND PROTECTIVE CLOTHING**

### **Section 21.1**

Safety boots with a rating of ASTM F2413-17 I/75/C/75 are required to be worn at all times.

## **Section 21.2**

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

## **Section 21.3 - Mechanics - Tool and Boots Allowance**

The Town will provide uniforms for all personnel working on equipment repair on a full-time basis ("Mechanics").

- A. Mechanics will receive a bi-weekly allowance of \$63.00 per pay period for the purpose of buying tools and boots. The bi-weekly tools and boots allowance will start after completion of the six month probationary period.
  - 1. New employees (Mechanics) will receive a one-time payment of \$820.00 upon hire.

## **Section 21.4 - Non-Mechanics - Clothing and Boots Allowance**

Employees are required to wear gray or navy blue T-shirts and sweatshirts that clearly identify the employee as a member of the Town of Franklin DPW. The T-shirt or sweatshirt shall be worn at all times when working for the Town. Each employee may purchase the quantity of T-shirts or sweatshirts that they deem necessary, with the allowance below considered full compensation for these employee purchases. Uniforms worn to work each day shall be clean, neat, and untorn.

- A. Employees (non-Mechanics) will receive a bi-weekly allowance of \$22.50 per pay period for the purpose of buying clothing and boots. The bi-weekly clothing and boots allowance will start after completion of the six month probationary period.
  - 1. New employees (non-Mechanics) will receive a one-time payment of \$292.50 upon hire.

## **ARTICLE 22: SAFETY COMMITTEE**

The Safety Committee shall be comprised of four (4) people, three (3) members recommended by the Union, and one (1) management designee. The union will supply a list of names of Union appointees to the Director on or before July 1st of each year. The Committee will meet at least annually to review safety practices and the Town of Franklin Safety Code.

## **ARTICLE 23: JOB POSTING AND BIDDING**

### **Section 23.1**

Each position covered by the Agreement shall have a written job description. The parties will follow existing job descriptions and any existing "Essential Duty Task Lists", as well as any revisions which the Town may adopt from time to time after appropriate discussion with the Union.

### **Section 23.2**

Announcements shall be posted in conspicuous places where employees enter or leave the premises. Parties to this Agreement, both of whom may use the bulletin boards for notices of routine nature, agree that it would be improper to post denunciatory or inflammatory written material on such bulletin boards.

### **Section 23.3**

When a position covered by this Agreement becomes vacant, and Management determines that position is to be filled, such vacancy shall be posted in a conspicuous place listing the pay, duties, qualifications and the area and hours of work. This notice of vacancy shall remain posted for seven (7) calendar days. Employees interested shall apply in writing within the seven (7) day period.

- A. The positions shall be awarded based on the operational needs of the Department.
- B. An employee is not eligible to apply for a vacant position in a different division until they have completed the probationary period.
  - 1. If the employee has all required licenses, Management has the discretion to allow the transfer before the end of the probationary period.
- C. Should the first employee not accept the position, then the Employer will offer the position to the next most qualified, internal applicant, who also shall accept or decline.
- D. All positions will be selected on the basis of the most qualified applicant, with seniority being used for equally qualified applicants.
- E. Management will determine the exact timing of an internal transfer and may delay the transfer until a backfill is hired.

### **Section 23.4**

- A. Management may hire a new employee at a higher step based on related experience working in another governmental entity or related filed. The new employee's step upon hire may not exceed Step 5.
- B. If a new employee is coming from another Municipality, their years of service will count towards vacation status.

### **Section 23.5**

Where the employer or regulatory authorities impose new license or certification requirements for a particular job, employees shall have the right to apply without said certification or license. If awarded the position, the employee shall have twelve (12) months to obtain such license or certification.

- A. Internal candidates who do not meet all license requirements for a posted job, but are otherwise the best qualified candidate, shall have twelve (12) months to obtain such license.

### **Section 23.6**

The successful applicant shall be given a ninety (90) day trial and training period in the new position at the applicable rate of pay. If at the end of the trial and training period it is determined that the employee is not qualified to perform the work, the employee will be placed in a position determined by management at the previous rate of pay.

### **Section 23.7**

The Director of the Department of Public Works will provide training for certifications on an annual basis. Training opportunities should be wide and varied.

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**Section 23.8**

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.

**Section 23.9**

At the discretion of the Employer, summer help may be hired to perform seasonal jobs for the Town from May 1st through the last full week in August of each year. Under no circumstances will the addition of summer help result in the lay-off of regular employees nor in the decrease of hours below a full forty-hour week. All laid-off employees of the bargaining unit must be rehired prior to the hiring of summer help. In addition, summer help will not be authorized overtime.



## **ARTICLE 24: DRUG AND ALCOHOL POLICY**

All employees in the bargaining unit are subject to random drug testing. The Drug and Alcohol Article is provided here as [Attachment A](#).

Employees who test positive in random drug and alcohol testing will be required to reimburse the Town for all costs of follow-up drug or alcohol testing directed by the licensed Substance Abuse Professional (SAP) if the employee remains employed by the Town.

## **ARTICLE 25: DURATION**

This Agreement shall be effective from July 1, 2022 to and including June 30, 2025, subject to appropriation.

On or before June 30, 2025, either party desiring to modify or amend this Agreement shall in writing notify the other party of its intention to do so and shall specify the particular matters to be discussed or modified. All other matters not so specified shall continue in effect, year to year thereafter.

## **ATTACHMENT A: ALCOHOL AND DRUG POLICY**

### **General:**

This section applies to all Town employees regardless of whether they are covered by the U.S. Department of Transportation (DOT) regulations.

The Town of Franklin has a strong commitment to its employees to provide a safe workplace and to establish programs promoting high standards of employee health. Consistent with the spirit and intent of this commitment, the Town of Franklin has established this policy regarding drug and alcohol use or abuse. Quite simply, our goal will continue to be one of establishing and maintaining a work environment that is free from the effects of alcohol and drug use.

Employees of the Town of Franklin are visible and active members of the communities where they live and work. They are inescapably identified with the Town and are expected to represent it in a responsible and creditable fashion.

While the Town of Franklin has no intention of intruding into the private lives of its employees, the Town does expect employees to report for work in condition to perform their duties. The Town recognizes that employee off-the-job, as well as on-the job, involvement with drugs and alcohol, can have an impact on the workplace and on our ability to accomplish our goal of an alcohol and drug-free environment.

The following is the Town of Franklin's policy:

1. The illegal use, sale or possession of narcotics, drugs, or controlled substances, while on the job or on Town property, is an offense warranting discharge. Any illegal substances will be turned over to the appropriate law enforcement agency.
2. Off the job illegal drug activity could also serve as a basis for disciplinary action up to and including termination of employment. In deciding what action to take, management will take into consideration the nature of the charges, the employee's present job assignment, the employee's record with the Town and other factors relative to the impact of the employee's activity upon the conduct of Town business.
3. Employees who are under the influence of alcohol or narcotics, drugs or controlled substances, either on the job or when reporting for work or who possess or consume alcohol during work hours, have the potential for interfering with their own, as well as their co-workers' safe and efficient job performance. Consistent with existing Town of Franklin practices, such conditions may be proper cause for disciplinary action up to and including termination of employment.
4. Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana, heroin, hashish, cocaine, hallucinogens and/or depressants not prescribed for current personal treatment by a licensed physician.
5. Employee are expected to follow any directions of their health care provider concerning prescription medications, and must immediately notify their supervisor if any prescription drug is likely to have an impact on job performance. In addition, notification must be given at the time of any testing or screening as to any drugs or medicine being taken.

This statement sets forth the Town of Franklin's drug and alcohol policy and is intended to provide for prompt, effective reaction to any alcohol or drug related situation which has, or could have, an impact on Town operations. It does not alter in any way the policy of assisting employees in securing proper treatment or extending the coverage of health benefits plan as indicated for problem drinking, alcoholism, or other drug dependencies. The Town encourages employees to notify or request assistance from the Town regarding an alcohol or drug problem. The Town will take the voluntary notification into account when determining what, if any, personnel action to take in the matter.

#### **Omnibus Transportation Employee Testing Act of 1991 - Testing for Drugs and Alcohol:**

It is the policy of the Town of Franklin to comply fully with the Rules issued by the U.S. Department of Transportation and the Federal Transit Administration, under the 1991 Omnibus Transportation Employee Testing Act dealing with limitations on alcohol and drug use by transportation workers, drug and alcohol testing of such workers and the reporting/record-keeping requirements relative to such testing. The regulations can be found at 49 C.F.R., Parts 40 and 655. The regulations apply to all interstate and intra-state truck and motor coach operators, including but not limited to, school bus drivers and all Town employees with commercial drivers' licenses ("Safety Sensitive Employees").

Pursuant to 49 CFR 655, participation in this DOT mandated Drug and Alcohol testing program is a condition of employment for Safety Sensitive Employees of the Town.

Questions about this policy shall be directed to the Human Resources Director at 508-553-4810.

#### **Prohibited Conduct:**

1. Use of illegal drugs is prohibited at all times.
2. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions with a breath/blood alcohol content of 0.04 percent or higher.
3. Consumption of alcohol within the four (4) hours prior to performing a safety-sensitive function like driving.
4. Consumption of alcohol on the job or while on call.
5. Consumption of alcohol during the eight (8) hours following an accident – unless the employee has already undergone a post-accident test.
6. Employees with an alcohol concentration of 0.02 or greater, but less than 0.04 may not be allowed to perform or continue to perform safety-sensitive functions until a subsequent test measures less than 0.02, or the employee has been removed from duty for at least 8 hours.
7. Use of prescription medication on or off duty unless a doctor has prescribed the controlled substance and the doctor has certified in writing to the Town that the substance does not adversely affect the employee's ability to perform their safety-sensitive duties.

#### **Testing Procedures:**

The Town, and any testing facility used by the Town of Franklin, will abide by the requirements contained in 49 CFR 40 regarding testing procedures. The testing procedures are designed to protect the employee and the

Department of Public Works

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integrity of the drug and alcohol testing process, safeguard the validity of the test results, and ensure the test results are attributed to the correct employee. An updated copy of 49 CFR will be kept in the DPW Operations office and will be available for review upon request.

### **Circumstances for Testing:**

1. Pre-Placement Testing for Drugs and Alcohol:

All applicants for employment in covered positions, or candidates for transfer or promotion to such positions, as well as those covered employees who have not performed safety-sensitive functions for ninety (90) consecutive calendar days, are subject to screening for use of alcohol or drugs. All applicants who test positive for either drugs or alcohol will not be offered employment with the Town of Franklin.

2. Post-Accident:

All covered employees shall be tested after accidents involving safety-sensitive vehicles.

An accident is defined as an occurrence associated with the operation of a vehicle if, as a result: 1) there is a fatality; or 2) an individual suffers an injury and immediately receives medical treatment away from the accident scene; or 3) a vehicle must be towed from the scene.

Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours of the accident, while tests for controlled substances shall be conducted within thirty-two (32) hours of the accident. Employees must refrain from all alcohol and controlled substance use until the test is complete. Employees are obligated to cooperate in such testing or will be deemed to have refused. It is the employee's responsibility to make themselves available for testing. Generally, the employee will be accompanied to and from the testing site by a Town of Franklin employee/supervisor.

3. Reasonable Suspicion:

An employee shall be tested when a trained supervisor or manager observes behavior, speech, appearance or odor that leads to a reasonable suspicion that the employee has used a prohibited drug and/or engaged in alcohol misuse. In the case of alcohol use, the observation shall be made during, preceding or after the workday. No such limitations are placed on observations for impermissible use of controlled substances. Tests for alcohol use shall be conducted within two (2) hours, but in no case more than eight (8) hours, after the observation is made. If a test cannot be administered, the driver must be removed from performing safety-sensitive duties for at least twenty-four (24) hours.

4. Random:

Employees shall be tested for the use of alcohol and controlled substances on a random unannounced basis just before, during, or after performance of safety-sensitive functions for alcohol or at any time for controlled substances. Each year the number of random alcohol tests conducted by the Town must equal at least 10% of all the covered employees. Random drug tests conducted by the Town must equal at least 50% of all covered employees.

5. Return to Duty and Follow-Up:

An employee who has violated the prohibited alcohol or drug standards shall be tested for alcohol and/or drug use prior to their return to performing safety-sensitive duties. Follow-up tests are unannounced and at least six (6) tests must be conducted in the first 12 months after an employee returns to duty. The Town of Franklin agrees to bear the expense of any tests required by DOT regulations. Follow-up testing may be extended for up to sixty (60) months at the discretion of the treating substance abuse professional.

**Refusal to Submit/Tampering:**

“Refusal to Submit” to a test is prohibited. Behavior that constitutes “Refusal to Submit” includes:

1. Direct refusal to take a Drug or Alcohol test.
2. Failure to provide sufficient volume of urine or breath without a valid medical explanation.
3. Tampering with or attempting to adulterate the specimen.
4. Engaging with or attempting to adulterate the specimen.
5. Failure to notify the Town that the Safety Sensitive Individual is in a post-accident situation requiring testing or not being immediately available for post-accident testing without a valid reason.
6. Not reporting directly to the collection site after notification.

A “Refusal to Submit” is equivalent to a positive test result for that test.

**Consequences of Alcohol/Drug Misuse:**

1. Safety-sensitive employees who have any alcohol concentration (defined as 0.02 or greater) when tested just before, during or just after performing safety sensitive functions must be removed from performing such duties until a subsequent test measures less than 0.02, or until the start of the employee’s next regularly scheduled work shift as long as that shift does not start less than eight hours following administration of the test. Upon removal from performing safety sensitive duties, the employee will either be sent home without pay or assigned suitable non-safety sensitive work, if available, and at the discretion of the employer. Depending on the circumstances, disciplinary action may be taken against an employee whose alcohol test reveals a blood alcohol content between 0.02 and 0.04.
2. Safety-sensitive employees who engage in prohibited alcohol or drug conduct (that is, who test positive for alcohol or drug use) will be immediately suspended without pay for three (3) working days.
3. Safety-sensitive employees who have tested positive (0.04 or greater) and wish to continue employment with the Town of Franklin must be evaluated by a substance abuse professional and comply with any treatment recommendations to assist them with an alcohol or drug problem. Employees will be placed on non-occupational sick leave or leave without pay status during the treatment period, whichever is appropriate.

In order to return to work, a safety-sensitive employee must:

- a. have been evaluated by a substance abuse professional
- b. comply with any recommended treatment
- c. take a return to duty test with a result less than 0.02 and/or a urine drug test which is negative

Once they return to work, they will be subject to unannounced follow-up tests.

4. Safety-sensitive employees who have returned to work under these conditions and who subsequently test positive for alcohol or drugs in accordance with this policy will be deemed medically unqualified to

perform their job and will be terminated from employment with the Town of Franklin. The individual will be advised of resources available in dealing with drug and/or alcohol issues.

**Information/Training:**

1. All current and new employees will receive written information about the testing requirements and how and where they may receive assistance for alcohol or drug misuse. All employees must receive a copy of this policy and sign the Confirmation of Receipt.
2. All supervisory and management personnel in the Department of Public Works must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.

**Pre-Employment References:**

1. The Town must obtain and review the following information from each employer that the prospective driver worked for, in a safety-sensitive position, during the previous two years: information about a test in which the employee's blood alcohol was 0.04 or greater; information about a positive drug test; information about any refusal to participate in the alcohol and drug testing program; and information of any other violation of DOT drug and alcohol testing regulations.
2. The prospective employee must provide the former employer with a written release allowing the release of this information or they may not be hired.
3. If the previous employer indicates that a positive result was received, or that the employee refused to participate when selected for an alcohol or drug test, the applicant may not be appointed unless they provide documentation of the employee's successful completion of DOT return to duty requirements.
4. The Town of Franklin must provide the same information to subsequent employers of current Town employees when provided with a written release.

## Acknowledgement of Employer's Drug and Alcohol Testing Policy

I \_\_\_\_\_, the undersigned, hereby acknowledge that I have received a copy of the anti-drug and alcohol misuse program policy mandated by the U.S. Department of Transportation, Federal Transit Administration for all covered employees who perform a safety-sensitive function. I understand this policy is required by 49 CFR Part 655, as amended, and has been duly adopted by the governing board of the employer. Any provisions contained herein which are not required by 49 CFR Part 655 or 49 CFR Part 40, as amended, that have been imposed solely on the authority of the employer are designated as such in the policy document.

I further understand that receipt of this policy constitutes a legal notification of the contents, and that it is my responsibility to become familiar with and adhere to all provisions contained therein. I will seek and get clarifications for any questions from the employer contact person listed in the policy. I also understand that compliance with all provisions contained in the policy is a condition of my employment.

I further understand that the information contained in the approved policy is subject to change, and that any such changes, or addendum, shall be given to me in a manner consistent with the provision of 49 CFR Part 65, as amended.

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Signature of Employee

Date

---

Signature of Witness

Date

## **SIDE LETTER A: STORM WATER RELATED ACTIVITY**

The parties shall have continuing discussions about the impact of expected Massachusetts Department of Environmental Protection (DEP) and United States Environmental Protection Agency (EPA) Storm Water Regulations including the MS4 permit and Residual Designated Area (RDA) regulations.

The expected impact includes a mandate on phosphorus levels, which will as a practical matter, require, among other things, substantially expanded street sweeping and catch basin cleaning. It is anticipated that some of the expanded work will, as a practical matter, require the use of additional and replacement equipment not currently owned by the Town. When the scope of such work seems apparent, the Town will have the right to outsource such work, subject to the following conditions:

1. No member of the bargaining unit will be laid off solely as a result of such outsourcing.
2. The Town will bargain with the union about any demonstrable impacts on conditions of employment.
3. The Town will provide a copy of the MS4 or RDA when it arrives to discuss the implementation.
4. Outsourcing will not impede annual overtime.



## **SIDE LETTER B: LANDSCAPING AND GROUNDS MAINTENANCE**

The parties shall have continuing discussions about the impacts of outsourcing tasks in the Grounds Department.

Specifically, the costs associated with the manpower, equipment and materials needed to landscape and maintain town properties can only be estimated. In order to utilize the existing staff and financial resources more efficiently, the Town will explore contracting with outside vendors for some landscape and grounds tasks. This will allow existing staff to be better utilized on other tasks within the department and will allow us to continue to maintain the high level of service for our customers without impacting staffing or budgets.

From July 1, 2019 through November 30, 2022, the Town will have the right to outsource the following work to determine the cost of labor and resources:

- Mowing and trimming of grass areas, both active and passive.
- Providing and installing mulch to all planting beds.
- The picking up of litter in all grass areas and mulched planting beds.
- Spring and fall clean-ups, which may include mowing, weeding, leaf pick-ups for all areas outlined above.

The Town has the right to outsource such work, subject to the following conditions:

1. No member of the bargaining unit will be laid off solely as a result of such outsourcing.
2. The Town will bargain with the union about any demonstrable impacts on conditions of employment.
3. The Town will provide a copy of the bid documents for the outsourcing of said work and all costs associated with said work for future discussions.
4. Outsourcing will not impede annual overtime.

## **SIDE LETTER C: GPS**

The Union agrees that the Town, in its sole discretion, has the right to implement Global Positioning System (GPS) technology, on any and all Town owned vehicles. The primary purpose is enhancing operational efficiency, quality of delivery of services to residents, snow and ice operations, and ensuring the safety of employees.

It is understood that disciplinary actions against employees is not the primary purpose of implementation. If the Director and/or designee determines that based on observation or reported actions, there is reason to question or consider disciplinary action, data from the GPS system may be reviewed and used.

The parties agree that no disciplinary action will result from the monitoring of the GPS and that the GPS alone will not initiate any disciplinary action but rather can be used as evidence to support the action.

In the event of disciplinary action, the assigned Staff Representative and steward shall have access to any related GPS data.

The parties agree that tampering with or disabling the GPS system may be grounds for discipline.

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

**Effective July 3, 2022  
2.5% COLA**

		STEPS							
		1	2	3	4	5	6	7	8
<b>L1</b>	• Laborer	\$21.83	\$22.50	\$23.18	\$23.86	\$24.59	\$25.32	\$26.08	\$26.86
<b>L2</b>	• Motor Equipment Operator	\$22.68	\$23.37	\$24.06	\$24.78	\$25.53	\$26.29	\$27.08	\$27.90
<b>L3</b>	• Heavy Motor Equipment Operator	\$23.59	\$24.30	\$25.02	\$25.78	\$26.56	\$27.35	\$28.17	\$29.02
<b>L4</b>	<ul style="list-style-type: none"> <li>• Lead Pesticide Applicator/Saturday Crew Leader</li> <li>• Markout Technician</li> <li>• Sewer Pump Station Operator</li> <li>• Sewer Vactor Operator</li> <li>• Sign Technician</li> <li>• Water Operations Person</li> </ul>	\$24.54	\$25.28	\$26.02	\$26.81	\$27.62	\$28.45	\$29.30	\$30.19
<b>L5</b>	<ul style="list-style-type: none"> <li>• Crew Leader</li> <li>• Water Meter Technician</li> <li>• Water Pump Station Operator</li> </ul>	\$25.51	\$26.28	\$27.07	\$27.88	\$28.72	\$29.56	\$30.45	\$31.37
<b>L6</b>	• Motor Equipment Repair Person	\$26.55	\$27.34	\$28.16	\$29.00	\$29.86	\$30.77	\$31.68	\$32.74
<b>L7</b>	• Working General Foreperson	\$27.60	\$28.41	\$29.27	\$30.15	\$31.07	\$31.98	\$32.94	\$34.01

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

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

		<b>STEPS</b>							
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>L1</b>	• Laborer	\$22.38	\$23.06	\$23.75	\$24.46	\$25.20	\$25.95	\$26.73	\$27.53
<b>L2</b>	• Motor Equipment Operator	\$23.25	\$23.95	\$24.66	\$25.40	\$26.17	\$26.95	\$27.76	\$28.60
<b>L3</b>	• Heavy Motor Equipment Operator	\$24.17	\$24.91	\$25.65	\$26.42	\$27.22	\$28.03	\$28.87	\$29.74
<b>L4</b>	• Lead Pesticide Applicator/Saturday Crew Leader • Markout Technician • Sewer Pump Station Operator • Sewer Vactor Operator • Sign Technician • Water Operations Person	\$25.15	\$25.91	\$26.68	\$27.48	\$28.31	\$29.17	\$30.04	\$30.94
<b>L5</b>	• Crew Leader • Water Meter Technician • Water Pump Station Operator	\$26.15	\$26.94	\$27.75	\$28.58	\$29.44	\$30.30	\$31.21	\$32.15
<b>L6</b>	• Motor Equipment Repair Person	\$27.21	\$28.02	\$28.86	\$29.72	\$30.60	\$31.54	\$32.47	\$33.56
<b>L7</b>	• Working General Foreperson	\$28.29	\$29.12	\$30.01	\$30.90	\$31.84	\$32.78	\$33.77	\$34.86

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

**Effective July 14, 2025  
2.5% COLA**

		<b>STEPS</b>							
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>L1</b>	• Laborer	\$22.94	\$23.64	\$24.35	\$25.07	\$25.83	\$26.60	\$27.40	\$28.21
<b>L2</b>	• Motor Equipment Operator	\$23.83	\$24.55	\$25.27	\$26.04	\$26.83	\$27.62	\$28.45	\$29.31
<b>L3</b>	• Heavy Motor Equipment Operator	\$24.78	\$25.53	\$26.29	\$27.08	\$27.90	\$28.73	\$29.59	\$30.49
<b>L4</b>	• Lead Pesticide Applicator/Saturday Crew Leader • Markout Technician • Sewer Pump Station Operator • Sewer Vactor Operator • Sign Technician • Water Operations Person	\$25.78	\$26.56	\$27.34	\$28.17	\$29.02	\$29.89	\$30.79	\$31.71
<b>L5</b>	• Crew Leader • Water Meter Technician • Water Pump Station Operator	\$26.80	\$27.61	\$28.44	\$29.29	\$30.17	\$31.06	\$31.99	\$32.95
<b>L6</b>	• Motor Equipment Repair Person	\$27.89	\$28.72	\$29.58	\$30.47	\$31.37	\$32.33	\$33.29	\$34.40
<b>L7</b>	• Working General Foreperson	\$29.00	\$29.85	\$30.76	\$31.67	\$32.64	\$33.60	\$34.61	\$35.73

## **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:**

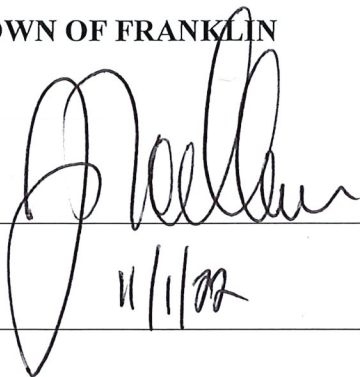
- a. FY23 - \$1,500.00
- b. FY24 - \$1,500.00
- c. FY25 - \$1,500.00

### **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



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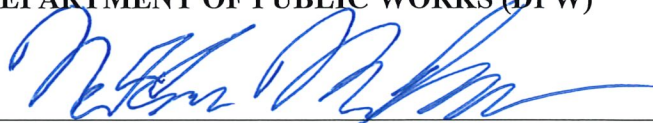
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AFSCME

AFL-CIO, LOCAL 1298

DEPARTMENT OF PUBLIC WORKS (DPW)



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