

**Collective Bargaining Agreement
Between
The Town of Franklin
And
The Franklin Police Association
July 1, 2022 through June 30, 2025**

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AGREEMENT

This Agreement is made and entered into between the Town of Franklin, Massachusetts (Herein referred to as the "Town") and the Franklin Police Association (herein referred to as the "Union").

WITNESSETH

WHEREAS, the well-being of the employees covered by this Agreement and the efficient and economic operation of the Police Department require that orderly and constructive relationships be maintained between the parties and,

WHEREAS, the participation of employees in the collective bargaining process contributes to the effective conduct of the public business and Police Administration; and

WHEREAS, the parties to this Agreement consider themselves mutually responsible to establish stable and meaningful relations based on this Agreement;

NOW THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties mutually agree as follows:

ARTICLE 1: RECOGNITION AND UNIT DESCRIPTION

Section 1.1

The Town and the Police Chief recognize the Franklin Police Association as the exclusive bargaining agent for the purposes of collective bargaining relative to wages, hours and other conditions of employment for all regular police officers employed by the Police Department and in the service of the Town. The Municipal Employer, the Chief of Police and the Union agree not to discriminate against employees covered by this Agreement on account of membership or non-membership in the Union.

Section 1.2

The unit to which this Agreement is applicable consists of all regular patrol officers of the Town's Police Department, but excluding the Chief and by mutual Agreement, the Deputy Chief, the Lieutenants, and the Sergeants.

Section 1.3

The Municipal Employer, Chief of Police and the Union agree not to discriminate in any way against employees covered by this Agreement on account 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.

Section 1.4

Union officers, not to exceed four (4) in number, shall be allowed time off for negotiations or conferences with the Town Officials and the Chief of Police, without loss of time, subject to prior approval of the Chief of Police, the Deputy Chief, the Lieutenant or the Town Administrator. This shall also apply to the State Labor Board or other related bodies for business relative to this Agreement.

Section 1.5

The Union officers and representatives are as follows:

1. President
2. Vice President
3. Secretary
4. Treasurer
5. Day Steward of Police Department
6. Night Steward of Police Department

Section 1.6

The Union shall keep the Employer informed of any changes in the roster of officers or representatives.

ARTICLE 2: 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 Administrator or the Chief of Police, as provided by the Massachusetts Constitution, the General Laws of Massachusetts, decisions of the Supreme Court of Massachusetts, the laws of the United States, the By-Laws of the Town of Franklin, the Franklin Home Rule Charter, 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 the Police Department and the direction of the Police Officers are vested exclusively in the Chief of Police and the Town Administrator

ARTICLE 3: EMPLOYEE RIGHTS

Section 3.1

The Town of Franklin agrees not to discharge or discriminate in any way against employees covered by this Agreement or the Bargaining Committee of the Union. All discipline and discharges shall be based on just cause.

Section 3.2

The Town agrees not to reveal any information contained within the employee(s) file(s) to any source outside the management of the Town government except for:

- A. Matters of public record
- B. Records subpoenaed by a court of law
- C. That which is consented to in writing by the employee(s)
- D. Matters pursuant to a criminal investigation by authorized personnel

Section 3.3

The Town agrees that an employee(s) shall have the right, upon request at reasonable times, except in case of emergency, to examine their personnel file and to be allowed a copy of any information contained therein.

Section 3.4

The Town agrees that the employee(s) shall have the right to have that portion of the personnel file removed by the use of the grievance procedure on the grounds that the information within their file(s) is ruled by proper procedure and authority to be improper, incorrect or irrelevant to the employment relationship.

ARTICLE 4: UNION BUSINESS

Section 4.1

Union Officers and Stewards shall be granted reasonable time off during working hours without loss of pay or benefits to investigate, process and settle complaints and grievances, provided that the Officers or Stewards shall request permission from the Chief, the Deputy Chief, or a Lieutenant.

Permission may be withheld because of operating requirements, but such permission may not be withheld for more than twenty-four (24) hours.

Section 4.2

Subject to prior written notice to the Chief of Police and/or the Town Administrator, a member of the Union, as may be designated by the Union, may be granted two (2) days leave to attend the annual convention of the Massachusetts Police Association as provided by the Massachusetts General Laws.

ARTICLE 5: 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 6: SENIORITY

Section 6.1

Seniority within the Police Department shall commence from the date of appointment as a regular full-time member thereof.

Section 6.2

Seniority shall not be broken by vacation time, sick time, injury time, leave of absence of less than 120 calendar days, or any call to military service.

Section 6.3

An employee who resigns voluntarily or is discharged for just cause shall lose seniority.

Section 6.4

In the event of the reduction in force, layoffs shall be by reverse order of seniority.

Section 6.5

It is agreed that when the Chief of Police transfers an officer within rank from one (1) shift to another for a period in excess of thirty-one (31) days, it shall be based on seniority as described in [Section 6.1](#).

ARTICLE 7: GRIEVANCE AND ARBITRATION

Section 7.1

A grievance arising out of the interpretation or application of this Agreement shall be processed in the following manner:

A. STEP ONE

An employee or the Union having a grievance or complaint must take up the grievance or complaint with their immediate supervisor verbally. The supervisor shall make a serious attempt to resolve the problem satisfactory but if they are unable to resolve the problem, they shall give their answer in writing within seven (7) days, without additional cost to the Town.

B. STEP TWO

If the employee or Union is not satisfied with the decision, they may put the complaint in writing and submit it to the Chief within seven (7) days. The Chief will render their decision in writing within seven (7) days.

C. STEP THREE

If the employee or the Union is not satisfied with the Chief's decision, they may appeal to the Town Administrator within seven (7) days. The Town Administrator shall render their decision in writing within fourteen (14) days.

D. STEP FOUR

If the decision of the Town Administrator is not acceptable to the employee or the Union, they may appeal to the American Arbitration Association within thirty (30) days for a decision. The decision of the Arbitrator shall be final and binding on both parties to this Agreement.

Section 7.2

If the complaint or grievance does not involve the immediate supervisor, they may be passed by, with the complaint or grievance being first taken up with the Chief.

Section 7.3

The grievance or complaint shall be put in motion within thirty (30) days of the original cause or complaint, or shall be considered null and void.

Section 7.4

The employee, when discussing the grievance or complaint with management, shall be accompanied by an official of the Union at all times.

Section 7.5

The above timeframes may be mutually extended as may be necessary.

Section 7.6

The employee and the Union Representative shall be in a pay status if on duty when processing a grievance, complaint, arbitration or acting as a witness.

Section 7.7

The cost of arbitration shall be borne equally by the Employer and the Union.

Section 7.8

In choosing an Arbitrator, the American Arbitration Association will be requested to render a list of Arbitrators and the selection of the Arbitrators shall be in conformance with the rules of the American Arbitration Association.

ARTICLE 8: PROBATIONARY PERIOD

Section 8.1

All individuals hired by the Town as permanent full-time Police Officers shall be subject to a probationary period of one (1) year, during which they perform the duties of a Police Officer on a full-time basis.

- A. The one year probationary period does not begin for a Student Officer until the completion of any requirements under M.G.L. c. 41, § 96B and the Student Officer is sworn in as a Police Officer.
- B. For Police Officers hired from other departments and/or re-hired by the Franklin Police Department, the one year probationary period begins after they are sworn in and begin to perform the duties of a Franklin Police Officer.

Section 8.2

A Probationary Officer and the Union have no recourse under the collective bargaining agreement - including under the grievance procedure - or in any other forum if the Employer takes any action against the Probationary Officer to discipline and/or remove the Probationary Officer, up to and including dismissal.

ARTICLE 9: HOURS OF WORK

Section 9.1

The Employer will post a work schedule at least three (3) months in advance. If it is necessary to change the hours of work, the Employer will notify the Union a minimum of two (2) weeks prior to making the change except in the case of a bona fide emergency.

Section 9.2

Interchange or "swap" of tours of duty shall be permitted between employees of equal classification within the Department, provided that:

- A. Each shall be subject to the approval of the Chief of the Department or designated Representative.
- B. Such substitutions do not impose any additional cost to the Town.
- C. Employees seeking such "swap" shall be required to give at least a twenty-four (24) hour notice to the Chief of the Department. In the case of emergency, the Chief of the Department may waive this notice requirement.
- D. Neither the Department nor the Town is held responsible for enforcing any agreements made between employees. Employees seeking such "swap" shall be responsible to the Town for coverage and any financial obligation arising out of the Agreement between employees.

Section 9.3

All Patrol Division shifts will be bid twice a year.

- A. Shifts will be put up for bid on November 15th, to commence on the first Sunday after January 1st.
- B. Shifts will be put up for bid on May 15th to commence on the first Sunday after July 4th.
- C. Bumping rights will be based on seniority.

Section 9.4: 4 & 4 Rotation

All uniformed patrol officers shall be assigned to the 4 & 4 work rotation. Officers will work four (4) consecutive days followed by four (4) consecutive days off ("4 & 4"). A regular work day shall consist of ten (10) consecutive hours. It is understood between the parties that the average work week for each officer under the above schedule will be 40 hours per week.

One hundred (100) hours will be made up each fiscal year by employees working the 4 & 4. These hours are referred to as "Kelly Hours."

- A. Below is a list of approved functions and events that will be used to satisfy the Kelly Hours requirement. Additions or deletions to this list may occur as needs occur or are no longer priorities. The Association will be notified of changes, or they may bring a suggested change to the Chief. All changes are subject to the agreement of the Association and the approval of the Chief.

1. Shift Replacement Coverage, Training and Education
 - a. Shift replacement coverage when minimum staffing needs to be met
 - b. SSPI or other Veteran in-service training
 - c. Firearms and other equipment related training
 - d. Tactics related training
 - e. Various classroom related training
 - f. Approved Specialized Training including, but not limited to:
 - i. Supervisory Training
 - ii. Field Training Officer Programs
 - iii. Instructor Certifications
 - iv. Community Policing / Crime Prevention Programs
2. Community Policing and Community Relations Programs, including, but not limited to:
 - a. Citizen and Student Police Academies
 - b. Neighborhood Problem Solving Workshops
 - c. Bicycle Patrols
 - d. All-Night Party
 - e. Community Events
3. Public Speaking Assignments or Approved Instruction Assignments, including, but not limited to:
 - a. Bicycle Safety and/or Bicycle Rodeos
 - b. Crime Prevention Programs and Activities
 - c. Parent Nights (PCC)
 - d. Law Enforcement Topics

4. Approved Supplemental Shift Assignments, including, but not limited to:

- a. Selective Enforcement Programs
- b. Truck Teams
- c. Sting Operations
- d. Targeted Crime Prevention Programs (surveillance, etc.)

- B. If a controversy in scheduling or personnel need occurs when scheduling Kelly Hours, the decision on which officer works the supplemental makeup hours, program or event will be determined by seniority.
- C. The Chief of Police or their designee must pre-approve all trainings and educational programs, community policing and community relations programs or events and supplemental activities to be used to make-up Kelly Hours.

D. Kelly Hour Time Line

The time period governing the completion of Kelly Hours shall be from July 1st through June 30th of a given year. Personnel are encouraged to schedule their Kelly Hours throughout the 12 month period in such a fashion that they do not place themselves in a situation that causes a hardship. The Operations Division Commander will periodically conduct audits of Kelly Hours and, if necessary, conduct meetings with employees who may need to be placed on a plan to complete their hour commitment.

E. Pro-Rating of Kelly Hours

An employee's Kelly Hours for the fiscal year will be pro-rated based on the number of weeks during the fiscal year that they work the 4 & 4 schedule. A week, for the purpose of this article, will be four (4) days or more.

The formula is:

$[\text{number of weeks working a 4 \& 4 in the fiscal year} \div 52] \times 100 \text{ hours}$

This number will be rounded to the closest hour.

1. Example:

A new officer joins the Department on October 21, 2019.

The officer works 36 weeks on the 4 & 4 schedule in the fiscal year.

$[36 \div 52] \times 100 \text{ hours} = 69.23 \text{ hours} - \text{round down to 69 hours}$

The Officer must complete 69 Kelly Hours between October 21, 2019 and June 30, 2020.

2. Example:

A Detective chooses to move to the Patrol Division on January 5, 2020.

The officer works 25 weeks on the 4 & 4 schedule during the fiscal year.

$[25 \div 52] \times 100 \text{ hours} = 48.076 \text{ hours} - \text{round down to 48 hours}$

The Officer must complete 48 Kelly Hours between January 5, 2020 and June 30, 2020.

F. Kelly Hour Payback - Optional Method

Employees may, as an option, payback a maximum of 24 hours of their 100 Kelly Hours by electing to turn back to the town up to 24 hours of accumulated vacation time, personal leave, holiday time, additional days off (ADO's) or a combination of the four. This option must be approved by the Chief of Police.

G. Kelly Hour Payback - Safe Guard

If an employee working the 4 & 4 work rotation is unable to complete their Kelly Hours by June 30th, the employee may appeal to the Chief of Police or their designee to design a mutually agreeable payback plan utilizing the following methods:

1. The balance of said Kelly Hours may be repaid by deducting the remaining time from the officer's pay (hour for hour, straight time pay).
2. When exigent circumstances are involved, the Chief of Police or their designee may design a payback plan borrowing from benefits due to the officer in question from the forthcoming fiscal year.

H. Approved Leaves and/or Light Duty

If an employee is on approved leave through no fault of their own (FMLA leave, Injured on Duty Leave, or another leave approved by the Chief or their designee) or if an employee on a 4 & 4 schedule is on Light Duty for more than 60 calendar days in a fiscal year, their Kelly Hours will be pro-rated. The Officer will only be required to complete Kelly hours for that portion of the fiscal year that they were actively working. The pro-rated number will be based on the formula in [Section E.](#)

1. If the employee's leave of absence is for less than 60 days, they will be required to complete all Kelly hours for the fiscal year or will pay back the hours by the methods described in [Section F & Section G.](#)

I. Kelly Hour Breakdown

1. The one hundred (100) Kelly Hours will be broken down as follows:
 - a. 72 hours – departmental training
 - b. 28 hours – shift replacement training, other training and directed assignments as described in [Section 9.4A](#)
2. Under extenuating circumstances, the Police Chief, after appropriate consultation with the Union, may change the breakdown of Kelly Hours.

Section 9.5: 5 & 2 Rotation

Specialized Services Division personnel (Detectives, Court Prosecutor, Community Service Officers), and other specialists designated by the Chief of Police will work an administrative schedule consisting of five (5) consecutive days followed by two (2) consecutive days off ("5 & 2"). A regular work day shall consist of eight (8) consecutive hours.

- A. Employees who work the above described 5 & 2 workweek shall be entitled to and shall receive nineteen (19) additional days off ("ADO's") each fiscal year. The nineteen (19) days are equivalent to 152 hours.
- B. These additional days off shall be granted on a seniority basis at the employee's discretion, subject to the approval of the Chief of Police or their designee.
- C. Employees who terminate their employment or leave their specialty position shall reimburse the town for ADO's utilized that have not been earned on a pro-rated basis.

- D. An employee's ADO's for the fiscal year will be pro-rated based on the number of weeks during the fiscal year that they work the 5 & 2 schedule. A week, for the purpose of this article, will be four (4) days or more.

The formula is:

$[\text{number of weeks working a 5 \& 2 in the fiscal year} \div 52] \times 152 \text{ hours}$

This number will be rounded to the closest hour.

1. Example:

An officer moves from the Patrol Division to Detective on October 21, 2019.

This officer works 36 weeks on the 5 & 2 schedule in the fiscal year.

$[36 \div 52] \times 152 \text{ hours} = 105.23 \text{ hours} - \text{round down to 105 hours}$

The Detective will have 105 hours of additional time off between October 21, 2019 and June 30, 2020.

2. Example:

A Detective chooses to go back to Patrol on January 5, 2020.

The officer worked 27 weeks as a Detective during the fiscal year.

$[27 \div 52] \times 152 \text{ hours} = 78.923 \text{ hours} - \text{round up to 79 hours.}$

The Detective has 79 hours of additional time off between July 1, 2019 and January 4, 2020.

If they used more than 79 hours during this time, they must reimburse the Town for hours utilized that were not earned.

- E. ADO's may not be carried over from one fiscal year into the next.

ARTICLE 10: OVERTIME AND CALLBACK

Section 10.1

All overtime will be offered to the Officers in the same rank first; subject, however to the following sections of this Article.

Section 10.2

One and one half (1 ½) the employee's regular hourly rate of pay will be paid for all hours worked in excess of ten (10) hours in any one day for those assigned to the 4 & 4 schedule, all hours worked in excess of eight (8) hours in any one day for those assigned to a 5 & 2 schedule, and all hours in excess of forty (40) hours in one (1) week.

Section 10.3

In computing overtime, any shift taken as valid sick leave shall be accounted for as ten (10) hours worked for those assigned to a 4 & 4 schedule and eight (8) hours worked for those assigned to a 5 & 2 schedule within the week said sick day was taken.

Section 10.4

For the purposes of this Article, the workweek shall be considered to extend from Saturday midnight until Saturday midnight.

Section 10.5

All callbacks will be for a minimum of four (4) hours. At the discretion of the Chief or their designee, officers will be required to work all four hours of their call back shift.

ARTICLE 11: COURT TIME

Any officer who is required to appear in Court or the Registry of Motor Vehicles when not on duty shall be paid time and one-half (1 ½) the Officer's regular hourly rate for a minimum of four (4) hours.

ARTICLE 12: SALARIES AND WAGES

Section 12.1

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.

Wages shall be computed on a weekly basis, with the figures as appearing in [Appendix A](#) based upon two (2) forty (40) hour workweeks.

Section 12.2

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

Section 12.3: Hazardous Duty Pay

Members are entitled to a hazardous duty pay stipend, which will be paid bi-weekly.

- A. Effective as of Fiscal Year 2022: \$20.00 bi-weekly

Section 12.4

- A. Those persons assigned by the Chief of Police to work full time on a 5 & 2 schedule in the following specialty areas shall receive a stipend one hundred dollars (\$100.00) per week in FY23.

Detectives
Court Prosecutor
Community Service Officers

- B. The stipend will increase to one hundred twenty-five dollars (\$125.00) per week (\$250.00 per pay period) effective the first full pay period of FY24.
- C. The Chief of Police shall have the ability to add other specialty positions, as they deem necessary. These added positions would also receive the appropriate weekly stipend.

Section 12.5

- A. Those persons assigned by the Chief of Police to work full time in the following specialty areas shall receive a stipend of fifty dollars (\$50.00) per week in FY23.

Computer Specialist
Field Training Officer (FTO) Coordinator
K-9 Officer
Motorcycle Officer
Public Information/Social Media Officer
Training Officer

- B. The stipend will increase to seventy-five dollars (\$75.00) per week (\$150.00 per pay period) effective the first full pay period of FY24.
- C. The Chief of Police shall have the ability to add other specialty positions, as they deem necessary. These added positions would also receive the appropriate weekly stipend.

Section 12.6

- A. Those persons assigned by the Chief of Police to work part-time in the following specialty areas shall receive a stipend of twenty-five (\$25.00) dollars per week in FY23.

Accident Reconstructionist
Armorer
Firearms Instructor
MDT Coordinator
Medical Equipment Coordinator

- B. The stipend will increase to fifty dollars (\$50.00) per week (\$100.00 per pay period) effective the first full pay period of FY24.

Section 12.7

Part-time Field Training Officers shall receive one (1) hour of overtime at time and a half for each shift when they serve as a FTO.

Section 12.8

Those persons working in more than one full time or part time specialty shall be entitled to only one stipend (the largest of two or more).

Section 12.9

Any employee temporarily assigned to the duties and responsibilities of a higher rank for a period of one (1) day or more shall receive the pay of such higher rank until relieved of such additional responsibilities.

Section 12.10

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

Section 12.11

Employees shall access their payroll advice information on line through employee self-service, available 24/7, and do not receive paper payroll advice forms.

ARTICLE 13: NIGHT SHIFT DIFFERENTIAL

All members of the Unit who work the night shift shall receive as a night shift differential an additional stipend each week.

Effective July 7, 2019: \$80.00 per week

For the purpose of this agreement, a night shift shall be defined as any shift with a starting time of 11:00 a.m. through 3:00 a.m.

ARTICLE 14: EDUCATION

Section 14.1: Education Incentive

- A. There shall be an education incentive for employees who hold degrees in approved subjects from regionally accredited colleges or universities. The following major concentrations shall be eligible for the educational incentive:
1. Criminal Justice (or related degree)
 2. Public Administration
 3. Business Administration
 4. Sociology
 5. Psychology
 6. Political Science
- B. Degrees in other fields of study beyond Section A may be approved by the Town Administrator based on the recommendation of the Police Chief.
- C. Members who have attained sixty (60) or more credits towards achieving a Bachelor's Degree qualify at the Associates Degree level.
- D. All education payments will be payable in bi-weekly paychecks beginning after a recruit has graduated from the Police Academy. The payments are based on negotiated payments.

1. For pay effective July 3, 2022 (FY23):

STEP	ASSOCIATES	BACHELORS	MASTERS
0	\$218.95	\$437.91	\$547.39
1	\$226.37	\$452.75	\$565.93
2	\$234.05	\$468.10	\$585.13
3	\$242.00	\$483.99	\$604.99
4	\$250.23	\$500.45	\$625.57
5	\$258.74	\$517.47	\$646.84
6	\$267.55	\$535.10	\$668.87
7	\$275.53	\$551.06	\$688.82

2. For pay effective July 2, 2023 (FY24):

STEP	ASSOCIATES	BACHELORS	MASTERS
0	\$226.67	\$453.34	\$566.68
1	\$234.35	\$468.71	\$585.88
2	\$242.30	\$484.60	\$605.75
3	\$250.53	\$501.05	\$626.31
4	\$259.05	\$518.09	\$647.62
5	\$267.86	\$535.71	\$669.64
6	\$276.98	\$553.96	\$692.45
7	\$285.24	\$570.48	\$713.10

3. For pay effective July 14, 2024 (FY25):

STEP	ASSOCIATES	BACHELORS	MASTERS
0	\$232.34	\$464.68	\$580.85
1	\$240.21	\$480.42	\$600.53
2	\$248.36	\$496.72	\$620.90
3	\$256.79	\$513.58	\$641.97
4	\$265.52	\$531.05	\$663.81
5	\$274.55	\$549.11	\$686.38
6	\$283.90	\$567.81	\$709.76
7	\$292.37	\$584.74	\$730.93

Section 14.2: Education Requirements

- A. All employees hired after July 1, 1994 must have an Associates Degree or higher from an accredited school. Officers hired prior to July 1, 1994 will never be obligated to obtain a degree.
- B. Employees hired after June 30, 2012 must hold an Associates Degree or have attained sixty (60) or more credits towards a Bachelor's Degree in order to be hired with the Franklin Police Department.
 1. The only exception to the Associates Degree requirement is if the employee has an honorable discharge from the military or has completed two (2) years of military service and is in good standing.
 - a. In this case, the employee must still obtain the Associates Degree, or equivalent, within sixty (60) months of hire, or, for a new recruit, within sixty (60) months of graduation from the Police Academy.
 - b. The Associates Degree is considered to be a condition of employment and failure to fulfill this requirement will result in termination from the Police Department.
 - c. An Officer who is not able to obtain the Associates Degree within the prescribed timeframe may request an extension in writing. The Town Administrator, in consult with the Police Chief, may grant an appropriate extension. Such extension shall not be unreasonably withheld.

Section 14.3: Dean College Courses

Employees will be responsible for all expenses associated with the pursuit and attainment of their educational degree, including the cost of taking classes at Dean College should the current Agreement between the Town and Dean College be discontinued for any reason.

Section 14.4: Education Reimbursement

- A. Subject to appropriation, the Town of Franklin will reimburse an employee for 50% of tuition and mandatory fees, excluding books and parking, for higher education courses per semester. The amount reimbursed shall not exceed four thousand dollars (\$4,000.00) in any fiscal year, per member.
 - 1. Reimbursement will be made upon successful completion of said course (a Grade “B” or 80% or above).
 - 2. Only courses in major concentrations as designated in [Section 14.1](#) shall be approved for course reimbursement. Courses in other concentrations of study may be approved by the Town Administrator based on the recommendation of the Police Chief.
- B. Each employee who utilizes this benefit must submit a detailed educational plan with the Chief of Police or their designee prior to the yearly budgetary process. The last date for filing of educational plans will be determined by the Chief of Police and a notice shall be posted in a central location, easily accessible to all employees.
 - 1. An employee who has already submitted a detailed educational plan that has been approved for FY21 will be allowed to be reimbursed at a higher rate for FY21 only. Starting in FY22, the reimbursement rate will be limited to \$4,000.00 per fiscal year.
 - 2. An employee who has submitted an education plan as required, has paid in full for a course, and has started to attend the course, shall not be denied reimbursement for that course due to a change in the appropriation of funds for education reimbursement.

ARTICLE 15: PAID DETAILS

Section 15.1: Detail Rates

The rates below are effective as soon as practicable after the funding of this Agreement. (This article does not alter the current 4th of July Agreement). For State projects, any increases in rate will go into effect after approval by the State.

- A. Private Details
 - \$70.00 per hour, plus the Town’s surcharge in FY23
 - \$75.00 per hour, plus the Town’s surcharge starting in FY24
- B. Details for private entities involving labor strikes
 - premium rate of \$5.00 more per hour than private details
 - \$75.00 per hour in FY23
 - \$80.00 per hour starting in FY24

C. Private Details on Nights, Weekends and Holidays

Premium rate of \$10.00 more per hour than standard private details

\$80.00 per hour in FY23

\$85.00 per hour starting in FY24

1. Nights are defined as 5:00 p.m. to 5:00 a.m.
2. Weekend hours are defined as 5:00 p.m. on Friday through 5:00 a.m. on Monday.
3. The Holiday is the twenty-four (24) hour period starting at 12:00 a.m. of the day the holiday is observed.

Section 15.2

Paid details are assigned to two different types dictated by the anticipated duration of the detail a vendor requests.

A. Type 1 Detail - Four (4) Hour Detail Request

1. Officers shall be compensated for a minimum of four (4) hours at the applicable detail rate of pay.
2. Any additional uninterrupted portion of time in excess of four (4) hours will be paid at the applicable time and one half (1 ½) detail rate of pay and an additional four (4) hour minimum will apply.
3. Officers who are required to work in excess of eight (8) hours or any portion of an hour in excess of eight (8) hours shall be compensated at the applicable time and one half (1 ½) detail rate of pay.

B. Type 2 Detail - Eight (8) Hour Detail Request

1. Officers shall be compensated for a minimum of eight (8) hours at the applicable detail rate of pay.
2. Officers who are required to work in excess of eight (8) hours or any portion of an hour in excess of eight (8) hours shall be compensated at the applicable time and one half (1 ½) detail rate of pay.

Section 15.3

Detail rates of pay are dictated by the hours worked. Where applicable, rates may fluctuate (increase or decrease) during the duration of the detail as the detail progresses from one designated rate of pay to another.

A. Example – Starts at 3:00 p.m. on Friday; ends at 1:00 a.m. on Saturday (10 hours) in FY23

Time Slot	Number of Hours	Rate Type	Rate	Total
3:00 p.m. - 5:00 p.m.	2 hours	Standard	\$70.00	\$140.00
5:00 p.m. - 11:00 p.m.	6 hours	Night/Weekend	\$80.00	\$480.00
11:00 p.m. – 1:00 a.m.	2 hours	Night/Weekend time and-one half (1 ½)	\$120.00	\$240.00
Total:	10 hours			\$860.00

B. Example – Starts at 1:00 a.m. on Monday; ends at 11:00 a.m. on Monday (10 hours) in FY23

Time Slot	Number of Hours	Rate Type	Rate	Total
1:00 a.m. – 5:00 a.m.	4 hours	Night/Weekend	\$80.00	\$320.00
5:00 a.m. – 9:00 a.m.	4 hours	Standard	\$70.00	\$280.00
9:00 a.m. – 11:00 a.m.	2 hours	Standard time and one half (1 ½)	\$105.00	\$210.00
Total:	10 hours			\$810.00

C. Example - Type 1 – Four (4) hour detail that lasts 10 hours in FY23

Vendor Requests 7:00 a.m. to 11:00 a.m. detail, but ends up lasting until 1:00 p.m.

Time Slot	Number of Hours	Rate Type	Rate	Total
7:00 a.m. - 11:00 a.m.	4 hours	Standard	\$70.00	\$280.00
11:00 a.m. - 1:00 p.m.	2 hours (paid for 4 hour minimum)	Time and one half (1 ½) for 4 hour minimum	\$105.00	\$420.00
Total:	8 hours			\$700.00

D. Type 1 – Four (4) hour detail that lasts 10 hours in FY23

Vendor Requests 7:00 a.m. to 11:00 a.m. detail, but ends up lasting until 5:00 p.m.

Time Slot	Number of Hours	Rate Type	Rate	Total
7:00 a.m. - 11:00 a.m.	4 hours	Standard	\$70.00	\$280.00
11:00 a.m. - 3:00 p.m.	4 hours	Time and one half (1 ½)	\$105.00	\$420.00
3:00 p.m. - 5:00 p.m.	2 hours	Time and one half (1 ½)	\$105.00	\$210.00
Total:	10 hours			\$910.00

Section 15.4

Officers assigned to the 4 & 4 work rotation schedule will only be eligible to work 24 hours in extra duty assignments (paid details, overtime of any kind, Kelly Hours) during their 4 shifts of duty. Time will start at midnight on the day of the first scheduled shift and conclude at the end of the last scheduled shift in the four day cycle.

Section 15.5

- A. The Chief of Police or their designee shall have the full authority to determine appropriate traffic control measures, including but not limited to the conditions requiring a detail (including the right to decline a request for a detail), the equipment to be used and the number of persons assigned to a detail.

The Town and the Association acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service in the Town to ensure public safety. Therefore, if the Chief of Police or their designee, in the exercise of their discretion, determines that a police officer paid detail is needed for any work to be done on the Town's public ways, or for any related construction maintenance, or related work, the Chief shall possess the authority to require the presence of a sworn police officer(s) on a paid detail basis. The Chief or their designee shall review all situations which may require details on a case by case basis.

- B. The parties agree that when the Chief or their designee determines that a police officer paid detail is required for work on the Town's public ways, the detail shall first be offered to sworn members of the department. Officers shall be compensated for such details in accordance with the applicable provisions of the collective bargaining agreement between the Town of Franklin and the Franklin Police Association.
1. The parties acknowledge the authority of the Chief to determine the qualifications necessary for any non-members of the bargaining unit (e.g. retired Franklin Police Officers, sworn police officers from other towns, or others) to work such details, subject to the requirements of state law and regulation.
 2. The parties acknowledge the authority of the Town to determine the rate of compensation paid for details performed by non-members of the bargaining unit.
- C. The Chief of Police or their designee shall have the right to prioritize details, including the authority to require that specific details be filled first and the right to reassign officers to priority detail assignments.
- D. The parties acknowledge the authority of the Chief to determine whether bargaining unit members will be allowed to work details in other towns or at particular venues (e.g. Gillette Stadium, Xfinity Center).

ARTICLE 16: VACATION

Section 16.1

Paid vacation for members of the Police Department shall be credited on a fiscal year basis.

Section 16.2

Vacation accrual for employees who transfer to the Franklin Police Department shall be based on a) their first date of full-time Police enforcement employment, or b) their first day in a MPTC full-time Police Academy (or its equivalent) rather than the hire date with the Franklin Police Department.

Section 16.3

With the exception of an employee's first year of employment with the Town, vacation shall be credited on July 1st of each fiscal year as follows:

Years of Service in full-time Police Enforcement reached during the Fiscal Year	Vacation Hours
Less than 5 years	80 hours
5 years but less than 10 years	120 hours
10 years but less than 20 years	160 hours
20 years or more	200 hours

Employees will be credited with the next higher level of accrual status on July 1st of the fiscal year of their 5th, 10th, and 20th anniversary as a Police Officer.

Example: If an employee reaches 10 years of service in police enforcement work on September 4, 2020, they will receive the higher accrual rate of 160 hours on July 1, 2020 (rather than waiting for their actual anniversary date on September 4, 2020).

Section 16.4

New employees will be credited with vacation time on their one (1) year anniversary with the Town of Franklin. The amount of vacation time will be based on the employee's years of service in police enforcement work as established in [Section 16.2](#).

- A. New employees may take in advance against their first year's allotment, 40 hours of vacation after successfully completing six (6) months service.
- B. After the one (1) year anniversary, an employee will be credited with time at the beginning of the fiscal year as detailed in [Section 16.3](#).

Section 16.5

Vacations shall be granted on a seniority basis by shift, subject to the discretion of the Chief of Police.

Section 16.6

Employees must use all vacation time by June 30th each fiscal year.

- A. An employee must notify the Police Chief or their designee by June 1st of each year if they want to carry over vacation into the new fiscal year. Upon approval, an employee may carry over up to 20 hours of vacation into the new fiscal year.
- B. An employee may carry over up to a maximum of an additional 40 hours of vacation time from one fiscal year to the next due to extended illness, extended Injured on Duty (IOD) leave, or other unusual circumstances with the recommendation of the Chief of Police and approval by the Town Administrator.

Section 16.7: Sick to Vacation Exchange

Employees hired prior to July 1, 2012, accumulating more than five hundred sixty (560) hours of sick leave, may exchange sick leave for vacation leave on a twenty-four (24) hours sick leave for eight (8) hours of vacation leave basis.

- A. No more than forty (40) additional hours of vacation leave may be earned in a fiscal year
- B. Employees hired after June 30, 2012 are not eligible for this benefit.
- C. Unused sick leave will not be compensated in any other manner except as outlined in [Article 20](#).

Section 16.8

At the termination of employment for any reason, employees will be paid for any earned and unused vacation time due.

ARTICLE 17: HOLIDAYS

Section 17.1

The Following eleven (12) days (96 hours) shall be considered and recognized as paid holidays by the Town and the Chief of Police:

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
Christmas Day

A holiday shall be considered eight (8) hours

Section 17.2

Employees shall notify the Police Chief of their desire to use time, or be paid for holidays in six-month periods, by July 31st for holidays occurring from July through December; and by January 31st for holidays occurring from January through June, respectively.

- A. For those that choose to be paid for their holidays, said holiday payments will be made twice per year, the first pay period in January (48 hours maximum); and the first pay period in June (48 hours maximum). The payment formula for holiday pay shall be straight time hours multiplied by the officer's base hourly rate.

- B. If an officer takes holiday time off, but leaves the department before earning one or more holiday(s), they will be obligated to reimburse the Town. The Town shall deduct the reimbursement from any monies due to the employee at the time of termination or from their balance of vacation leave, if available.

Section 17.3

When an employee is regularly scheduled to work a holiday, they shall be paid time and one-half (1 ½) for that day and they shall be given an additional day off with pay or shall receive straight time pay for the day in addition to their regular pay.

- A. If the employee wishes to take an additional day off, they must inform the Chief of Police or their designee, in writing twenty-four (24) hours in advance.
1. Only one employee may exercise this option and be off per shift.
 2. The Chief, at their discretion, shall determine whether the employee may exercise the option; however, it may not be unreasonably withheld.

Section 17.4

When an employee is ordered to work on a holiday which is their scheduled day off, they shall be compensated at the rate of time and one-half (1 ½) their regular rate and shall be given an additional day off.

Section 17.5

For purposes of this Article, the holiday is the twenty four (24) hour period starting at 12:00 a.m. of that day.

Section 17.6

When a holiday falls during a period of an employee's paid injured leave, they shall receive for such holiday, in addition to their regular weekly pay, an additional day's pay.

Section 17.7

Work schedules will not be changed to avoid paying holiday pay.

Section 17.8

An employee who utilizes a sick day on a holiday they are scheduled to work is required to provide a doctor's note for the absence within 24 hours.

ARTICLE 18: PERSONAL LEAVE

Each employee will be granted 24 hours of personal leave per year to be arranged with the Chief of Police or Designee, whose approval will not be unreasonably withheld.

ARTICLE 19: BEREAVEMENT LEAVE

Section 19.1

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 parent, parent-in-law, sibling, spouse, grandparent, 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 through the Police Chief to the Town Administrator. Permission shall not be unreasonably withheld.

Section 19.2

Each Officer will also be granted one (1) day without loss of pay to attend funeral services for other members of their family, subject to the approval of the Chief of Police, whose approval will not be unreasonably withheld.

ARTICLE 20: SICK LEAVE

Section 20.1

- A. Each Member of the Police Department hired prior to July 1, 2012 shall earn paid sick leave at the rate of ten (10) hours for each month worked (120 hours per year).
 - 1. Said sick leave shall be cumulative from year to year, up to a maximum of 1,200 hours.
- B. Effective on the first day of the month after signing this agreement, each member of the Police Department hired after June 30, 2012 shall earn paid sick leave at the rate of ten (10) hours for each month worked (120 hours per year).
 - 1. Said sick leave shall be cumulative from year to year, up to a maximum of 1,200 hours.

Section 20.2

A doctor's certificate may be required for an absence of three (3) days or longer, or may be required at any time at the discretion of the department head.

- A. An employee who is under a doctor's certificate requirement shall have the following obligation:
 - 1. When calling in sick, the report must be made to the Sergeant-In-Charge of the shift;
 - 2. During the scheduled hours for which the officer is receiving sick pay, they shall be obligated to respond to phone calls to their phone to verify such illness. However, no such calls shall be made between the hours of 12:00 a.m. and 7:00 a.m.

Section 20.3

The Town's Finance Office shall maintain a record of all sick leave used and accumulated. A summary of such record shall be made available to the Union upon request.

Section 20.4

Upon death or retirement, each member of the unit, or their estate, is entitled to compensation for any unused accumulated sick leave up to a maximum of 800 hours.

- A. The dollar amount for the sick leave compensation will be based on how much written notice the employee provides:
 - 1. 9 months or more notice: \$100.00 for every 8 hours, up to 800 hours (\$10,000 maximum)
 - 2. 6 months or more notice: \$65.00 for every 8 hours, up to 800 hours (\$6,500 maximum)
 - 3. 3 months or more notice: \$55.00 for every 8 hours, up to 800 hours (\$5,500 maximum)
 - 4. Less than 3 months' notice: \$45.00 for every 8 hours, up to 800 hours (\$4,500 maximum)

- B. The notice requirement shall not apply in cases of retirement due to an on the job injury or serious health condition. If an employee must retire without nine (9) months' notice under these circumstances, they will still be eligible for payment at the highest rate in [Section A.](#)
- C. If an employee passes away while still employed with the Town, the estate will still be eligible for payment at the highest rate in [Section A.](#)

Section 20.5

Falsifying sickness shall constitute grounds for disciplinary action. An employee submitting a claim for sick leave based on a false statement or covering a period during which the employee was not actually sick or injured will be considered as having abused the sick leave article.

Section 20.6: Sick Leave Bank

- A. There shall be established a sick leave bank to be funded by the automatic donation of sick leave from each and every unit member's sick leave account. The purpose of the bank shall be to provide continuing sick leave benefits to officers who have suffered a serious long-term illness and who have exhausted their own accumulated sick leave, vacation leave, personal leave, holiday time, and ADO's.
- B. The bank shall be funded by the donation of 16 hours per employee in July 1998, and 8 hours per employee in each succeeding July, but not to exceed a total of 1,600 hours. When the bank dips below 400 hours, additional donations shall be made by agreement of the parties.
- C. The bank shall be administered by a joint committee of two members designated by the Union and the Town Administrator and their designee.
- D. The joint committee may grant sick leaves in blocks of time on a continuing basis. The joint committee shall consider the employee's prior utilization of short-term sick leave. All decisions of the joint committee shall be final and binding, and not subject to the grievance and arbitration provisions of this agreement.

Section 20.7: Sick Leave Incentive

As an incentive to reduce sick leave use, an officer hired prior to July 1, 2012 who uses zero (0) sick hours in a four month period (January-April; May-August; September-December) shall be entitled to a "sick leave incentive day", to be taken at a time approved in advance by the chief or their designee, whose approval will not be unreasonably withheld.

In accordance with [Section 21.5](#), an employee on injured duty leave is not eligible for the sick leave incentive until they have returned to unrestricted duty for a full month.

This program will end at the conclusion of Calendar Year 2022.

Section 20.7a: new Sick Leave Incentive

- A. Starting in calendar year 2023 (payment in FY24), there shall be a sick leave incentive system providing an incentive payment to employees based upon the number of sick leave shifts used each calendar year.

Sick Leave Days Used	Incentive Payment
0-2 days	\$800
3-4 days	\$400

- B. Sick leave incentive payments shall be paid the second pay date in January based upon utilization in the prior calendar year.
- C. This policy does not impact the use of sick leave for vacation exchange or deposits into the sick leave bank.
- D. A new employee must be with the Town for a full calendar year before they will be eligible for this incentive.

Section 20.8: Family Medical Leave Act of 1993 (FMLA)

- A. 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, personal, compensatory time off, accrued additional days off (ADO's), and sick leave if sickness is involved) before any non-paid time off is utilized.
- B. An employee requesting 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 utilize eighty (80) accrued sick hours prior to the use of their accrued holiday and personal time followed by any vacation time and accrued additional days off (ADO's), before any non-paid time off is utilized.
- C. An Officer requesting parental leave, where the need for leave is foreseeable, shall be required to provide notice of their need for such leave at least thirty (30) days prior to the expected period of leave, as well as written notice of their expected date of return. The notification shall include the anticipated due date or adoption date.

An officer who has a child who is born prematurely shall provide written notification of their need for such leave at least fourteen (14) days after the birth of the child.

- D. 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. After the exhaustion of all accrued leave or the expiration of FMLA 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.
- 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. The Town may designate extended leave as Family Medical Leave, when appropriate.

ARTICLE 21: INJURED ON DUTY LEAVE

Section 21.1

Employees shall promptly report all work related injuries and, within five (5) days of a claim for injured on duty ("IOD") leave, shall endeavor to provide a "Summary Medical Report" from a treating physician which includes a diagnosis, prognosis, probable period of incapacity and nature of treatment if these are known.

The employee shall notify the Chief or their designee of any hospitalization or planned surgery or other substantial change in condition, within a reasonable amount of time.

The inadvertent or unavoidable failure to comply with the above requirements shall not automatically render the employee ineligible for injured leave.

Section 21.2

Employees shall be eligible for injured leave in accordance with [Massachusetts General Law, Chapter 41, Section 111F](#), appellate cases construing its provisions; and analogous provisions of [Massachusetts General Law, Chapter 152](#).

Section 21.3

An employee who is claiming or receiving injured on duty pay may be required to undergo an examination by a physician or other qualified provider to determine the nature and extent of any claimed or suspected incapacity, the likely cause, and the prognosis for recovery and return to duty.

- A. The employee shall execute a written release of any and all medical records, pertinent to the claimed or apparent incapacity, to the Town Administrator, Chief of Police, designated legal counsel, and any designated physician or other qualified provider who has a "need to know" such information in order to make any decision concerning employment status or claimed leave of absence. The Town shall pay the fees for the exam.

Section 21.4

After six (6) months on injured on duty leave, an employee shall cease accruing personal, sick and vacation leave until they return to active duty. Vacation leave will be prorated upon return to full duty based on the length of the absence.

Section 21.5

An employee is not eligible for the sick leave incentive in [Section 20.7](#) until they have returned to unrestricted duty for a full month.

ARTICLE 22: LIMITED CAPACITY WORK

Section 22.1

A Police officer with non-work related injuries or who is injured in the line of duty may be reinstated to limited capacity work if the following conditions are met:

- A. That the work be limited to:
 - 1. Preparing, typing and filing accident reports
 - 2. Filling of details and replacement shift and maintaining associated records
 - 3. Maintaining citation records
 - 4. Assisting with outgoing telephone calls
 - 5. Assisting Court Officer and /or detectives with records and reports.

6. Maintaining and updating police records

- B. That the limited capacity work exclude injuries related to contagious diseases.
- C. That the injured officer submitted certification from their Doctor stating their fitness for work.

Section 22.2

While on limited capacity work, an employee will be on a 5 & 2 schedule.

- A. Holidays will be taken and paid on the same schedule as other Administrative employees.
- B. Employees working with limited capacity are not eligible for overtime or details.
- C. While on limited capacity work, Operations Division personnel who regularly work a 4 & 4 schedule will be reassigned to work a 7:00 a.m. to 3:00 p.m. shift on an administrative schedule consisting of five (5) days on and two (2) days off with an administrative day off provided every three weeks (5/2, 5/2, 4/3).
 - 1. Kelly Hours will be pro-rated after 60 days in accordance with [Section 9.4 E.](#)
- D. While on limited capacity work, Specialized Services Division personnel who regularly work a five (5) days on and two (2) days off schedule will continue to work the same schedule, but may be reassigned to the 7:00 a.m. to 3:00 p.m. shift.

Section 22.3

The determination of eligibility for limited capacity work or fitness for work may be determined by a Doctor who is a specialist in the field of medicine involved. The Town may seek another opinion from a Doctor of its choice who must be a specialist in the field of medicine involved.

- A. If no disagreement exists, the Officer may return to regular work or return to limited capacity work.
- B. In the event of a disagreement between the Officer's Doctor and the Town's Doctor, both Doctors may select a third Doctor who must be a specialist in the field of medicine involved.

This third Doctor will examine the Officer and render an opinion as to the Officer's fitness for limited capacity work, regular duties or continued convalescence, and this opinion shall be binding on all parties.

- 1. Until the opinion of the third Doctor is rendered, the officer will remain on leave.
- 2. The cost for the third Doctor's services and opinion will be borne by the Town.

**ARTICLE 23:
PREGNANCY POLICY**

Section 23.1

No Police Officer shall be required to disclose her pregnancy except in accordance with the policy stated herein. All information relating to the pregnancy obtained in accordance with this agreement shall remain confidential.

Section 23.2: Notification of Physical Restrictions

- A. A pregnant Police Officer shall immediately notify the Chief of Police or the Director of Human Resources if the Officer has been given physical restrictions or limitations by her physician which prohibit her from performing all aspects of her current assignment or the officer requests any modifications, exemption, or leave from her assigned duties.
- B. No later than fifteen (15) days of such written notification, the Officer shall present to the Chief of Police a letter from her attending physician or obstetrician which shall set forth any restrictions or limitations which prohibit her from performing all aspects of her current assignment, including complying with uniform and equipment requirements.
 - 1. In addition, the letter shall set forth the anticipated duration of the officer's disability, anticipated date for returning to work, the name, phone number and address of the attending physician or obstetrician, and any other information that the officer or obstetrician believes would be of assistance to the Department.
 - 2. In accordance with the "Pregnant Worker's Fairness Act", the employee will not be required to provide documentation if the accommodation requested is: (i) more frequent restroom, food, or water breaks; (ii) seating; (iii) limits on lifting no more than 20 pounds; and (iv) private, non-bathroom space for expressing breastmilk.
- C. No action shall be taken by the Chief of Police with respect to the officer's current assignment unless the officer so requests or presents a letter from her physician or obstetrician which specifies restrictions or limitations on her ability to perform her current assignment.
- D. Once the restrictions or limitations placed upon the officer by her physician or obstetrician no longer exist, the officer shall present to the Chief of Police a letter from her physician or obstetrician clearing her to return to her original assignment. This letter is not necessary if the employee is returning to work after maternity leave.

Section 23.3: Alternative Duty.

- A. A pregnant Police Officer may request in writing an alternative duty assignment while pregnant, due to the potential risk to the fetus.
 - 1. Alternative duty shall consist of such assignments, duties and positions as the officer is capable of performing consistent with restrictions or limitations placed on her by her attending physician or obstetrician.
 - 2. Such alternative duty may include limitations on contact with prisoners, with the public in an enforcement capacity, or assignment to dangerous duty such as riots, except as emergency situations may arise which requires the immediate response of that officer.
- B. Shift re-assignment may be required based on available duty, department staffing and safety levels.
 - 1. Alternative duty shall be compensated based on the duties and shift assignment, but shall not affect the officer's existing benefits, opportunities for overtime consistent with restrictions or limitations placed on the officer by her attending physician or obstetrician, or paid details consistent with restrictions or limitations placed upon the officer by her attending physician or obstetrician.

2. The Chief of Police or their designee, taking into consideration the pregnant officer's current assignment and duties, and the current needs and staffing of the department, shall make determination of an alternative duty assignment. Eligibility for an alternative duty position does not entitle the officer to be transferred to a different position or unit within the Department. Alternative duty may be in the form of modified duties and/or an altered work shift at the request of the officer and consistent with any restrictions or limitations set forth by her attending physician or obstetrician.

Section 23.4: Range Qualification

Due to the potential risk to the fetus, an officer who has notified the Department of her pregnancy in accordance with this policy may request to be exempt from live-fire weapons qualification requirements during the course of her pregnancy. This request will be granted.

Upon return to work, the officer's exemption shall cease, and she shall be required to qualify in accordance with the existing firearms qualification of the Department.

Section 23.5: FMLA

An Officer requesting leave under the terms of the Family and Medical Leave Act of 1993 prior to the birth of a child or following the birth of a child due to the officer's incapacity, as a result of an order by her physician which would prohibit her from performing all aspects of her current assignment or alternative duty assignment, shall be allowed to use her accrued sick time before utilizing any vacation, holiday, personal or compensatory time off.

ARTICLE 24: UNIFORMS AND EQUIPMENT

Section 24.1

It is agreed that Officers who are appointed regular Police Officers and come on the Police Department full-time will be provided whatever necessary to bring them up to the following minimum issue:

A. Clothing:

The officer may choose to wear a uniform shirt over concealable body armor vest (A) or to wear an outer vest with under shirts (B). Must choose option A or B, not both.

(A) Long Sleeve Shirts, Blauer Supershirt	(3)
(A) Short Sleeve Shirts, Blauer Supershirt	(3)
(A) Under Outer Vest Short Sleeve Shirt	(3)
(B) Under Outer Vest Long Sleeve Shirt	(3)
(B) Outer Carrier for body armor panels	(1)
Pants - 8 Pockets with ½" Black Braid running from belt	(4)
Winter Cruiser Jacket	(1)
Light Weight Spring Jacket,	(1)
Raincoat, Reversible	(1)
Hat, Standard Air Force with Silver Band	(1)
Rain hat cover, Reversible	(1)
Knit Stocking Hat, Black	(1)
B.D.U. Shirt	(1)
B.D.U. Pants	(1)

Tie, Black	(1)
Tie Clip, Silver, w Mass Seal	(1)
Collar Pins, Silver W Mass Seal	(1)
Nametag, Silver	(1)
Traffic Vest, Yellow	(1)
Choice of boots (no more than \$250.00)	(1)

B. Equipment

Holster	(1)
Duty Belt	(1)
OC Case	(1)
Cuff Case	(1)
Magazine Holder	(1)
Radio Holder	(1)
Belt Keepers	(4)
Garrison belt	(1)
Baton (22")	(1)
Baton Holder	(1)
Handcuffs, non-hinged	(1)
Flashlight	(1)
Flashlight Holder	(1)
CPR Pocket Mask	(1)
Glove Pouch	(1)
Taser Holster	(1)

C. This list may change due to advances in technology and/or manufacturers discontinuing the availability of clothing and/or equipment.

Section 24.2

Members recognize that uniforms must be neat, clean, and in good repair. An employee reporting to work in a uniform that does not meet an appropriate standard will be required to change into an acceptable uniform before they may begin their tour.

Section 24.3

All employees' clothing, damaged in the line of duty, shall be replaced by the Town, subject to the approval of the Chief and/or the Town Administrator.

Section 24.4

It is agreed that these equipment items will be replaced as a result of normal wear and tear or as a result of being destroyed or damaged in the line of duty. Members of the department who are issued-items will sign for them and by signing, accept responsibility for them.

Section 24.5 - Rational Replacement Policy for Soft Body armor (Bulletproof Vests)

- A. There will be an annual departmental inspection of all employees' vests, to be conducted during the mandatory fall firearms qualification by the department's Certified Firearms Instructors. The inspection will be conducted to spot obvious signs of poor fit or unusual wear and or abuse. Any vest that no longer fits or is obviously in poor condition will be replaced.

- B. There will be a maximum five (5) year replacement cycle for all issued soft body armor vests. Every new officer before entering the Massachusetts Criminal Justice Training Council's approved police academy will receive a new (unused) soft body armor vest.
- C. Soft body armor vests will be replaced every five (5) years from the initial date of issue until the employee is no longer employed by the Franklin Police Department.
- D. Whenever an officer is issued a new vest, it must meet or exceed the previous vest in quality, technology and design. The Town agrees to purchase the most technologically advanced and superior soft body armor vests on the market, at the time of purchase.

ARTICLE 25: HEALTH INSURANCE

Section 25.1

The Town will continue to provide health and life insurance. With each annual renewal period, the parties will meet, individually and/or through the Insurance Advisory Committee, to discuss in good faith any substantive changes in the plans offered to Town employees.

Section 25.2

If an employee, as a result of a work-related injury, is receiving both their regular weekly salary and compensation from Town-funded insurance, then said employees shall reimburse the Town for all monies received in excess of their regular weekly salary.

ARTICLE 26: HEALTH AND SAFETY COMMITTEE

A health and safety committee consisting of three (3) members of the Franklin Police Association, shall meet with the Chief of Police, or their designee, at least every 3 months, or when requested by either party, to make recommendations for improvements on the general health and safety of employees.

- A. The discussions will be a mutual exchange of opinions, ideas, and concerns of the Association and the Chief. These discussions may include, but are not be limited to, officer stress, critical incident debriefings, morale, rules and regulations, policy and procedures and equipment issues.
- B. Upon agreement by the Chief and the committee members, the Town shall endeavor to provide efficient and safe equipment, material, training and health support to protect the health and safety of the employees.

ARTICLE 27: INSURANCE AND INDEMNIFICATION

Section 27.1

The Town agrees to provide a false arrest insurance policy covering an employee for any incurred liability as the result of their performance of their regular law enforcement duties.

Section 27.2

The Town further agrees to comply with [Massachusetts's General Law, Chapter 258, Section 13](#) with respect to the indemnification of all employees for any civil or criminal actions brought against them as a result of the performance of their duties on behalf of the Town of Franklin

ARTICLE 28: FRONT DESK COVERAGE

At the time of implementation of the 4 & 4 work schedule, officers within the Patrol Division will be assigned to provide front desk coverage at the station. The Town reserves the right to review staffing and change the model for front desk coverage in the future. This may involve hiring civilians to cover some or all front desk duties.

ARTICLE 29: RECRUIT ACADEMY TRAINING FEE AND INITIAL ISSUE

Section 29.1

It is understood that from time to time, as legislated by the Massachusetts legislature, and signed by the Governor of Massachusetts or instituted by the Massachusetts Criminal Justice Training Council or Department of Justice Training Council, there may be a fee, a tuition or other so called expense charged to the Town, Student Officer, or both as compensation for attendance at a Municipal Recruit Training Academy.

- A. For the purpose of this Agreement this fee, cost, tuition or expense shall be called a “Municipal Recruit Academy Training Fee.” In the event there is such a Municipal Recruit Academy Training Fee, the Town of Franklin agrees to pay this fee.
- B. A new recruit shall sign a written contract with the Town of Franklin, prior to entering the basic recruit training academy, agreeing to reimburse the Town for the full cost of the municipal Recruit Academy Training, all equipment and uniforms required by the Academy and all initial issue equipment and uniforms, if the recruit voluntarily leaves the employ of the Franklin Police Department within thirty-six (36) months of employment.

Section 29.2

New employees who have already completed the Academy (transfers or self-sponsored officers) shall sign a written contract agreeing to reimburse the Town for the full cost of all initial equipment and uniforms if the employee voluntarily leaves the employ of the Franklin Police Department within thirty-six (36) months of employment.

Section 29.3

Upon hire, new employees will be provided with a summary of all costs for initial uniforms and equipment they received, including uniforms and equipment for the Recruit Academy, if applicable. The summary will be signed off by the Chief of Police, or their designee, and the employee, and will be attached to the written contract. A copy of the contract and the cost summary will be placed in the employee’s personnel file.

ARTICLE 30: DRUG POLICY

Section 30.1: General

The Town of Franklin has a strong commitment to its employees to provide a safe work place 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 use or abuse. Quite simply, our goal will continue to be one of establishing and maintaining a work environment that is free from the effect of drug use.

- A. Police officers are very visible and active members of the community. They are inescapably identified with the Town of Franklin and are expected to represent it in a responsible and creditable fashion. Our officers reflect credit upon themselves and the Town of Franklin, which they represent.
- B. While the Town of Franklin has no intent of intruding into private lives of its employees, the Town of Franklin does expect employees to report for work in condition to perform their duties. The Town recognizes that an employee's off-the-job as well as on-the-job involvement with drugs can have an impact on the work place and on our ability to accomplish our goal of a drug free environment.

Section 30.2: Town's Policy

- A. The illegal use, sale or possession of narcotics, drugs, or controlled substances, either on the job or on Town property is a serious offence, which warrants discharge. Any illegal substance will be turned over to the appropriate law enforcement agency.
- B. Officers who are under the influence of narcotics, drugs or control substances, either on the job or when reporting for work, have the potential for interfering with their own, as well as coworker's safe and efficient job performance. Consistent with existing Town of Franklin practices, such conditions may be proper cause for administrative action, up to and including termination of employment.
- C. Off-the-job illegal drug activity is proper cause for administrative or 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, and the employee's record with the Town, and other factors relative to the impact of the employee's arrest upon the conduct of Town of Franklin business.
- D. Some of the drugs which are illegal under federal, state or local laws include, among others, marijuana, heroin, cocaine, hallucinogens, and/or depressants not prescribed for current personal treatment by a licensed physician.
- E. Officers are expected to follow any directions of their health care provider concerning prescription medication and must immediately notify their supervisor if any prescriptions drug is likely to have an impact on job performance. In addition, notification must be given at the time of testing or screening as to any drugs or medicine being taken, provided, however, in cases of a first positive result, notice of such drugs or medicine may be given within 24 hours of the officer's notice of the test result.
- F. Any officer, while on Town property or during that officer's work shift, including without limitation all breaks and meal periods, who consumes or uses, or is found to have in their-personal possession, in their locker or desk or other such repository, drugs, which are not medically authorized, or is found to have used or to be using such drugs, will be immediately subject to suspension or other administrative action consistent with Massachusetts General Law, Chapter 31. If use or possession is substantiated, disciplinary action, up to and including discharge may be imposed.

- G. The possession or consumption of alcohol while on duty, including without limitation all breaks and meal periods, or the consumption of alcohol prior to reporting to duty so as to impair the officer's ability to perform their duties, is expressly prohibited by the Town of Franklin and is proper cause for administrative or 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 conduct upon the conduct of Town of Franklin's business.
- H. Any conduct on the part of an employee resulting from the use of alcohol off-duty that results in the employee's arrest or results in a negative impact upon the conduct of Town of Franklin business is expressly prohibited by the Town of Franklin and is proper cause for administrative or 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 conduct upon the conduct of Town of Franklin's business.
- I. Any officer who voluntarily requests assistance in dealing with a personal drug problem may participate in the Employee Assistance Program (EAP) without jeopardizing their continued employment with the Franklin Police Department by reason of such request or participation. Because the program is being offered confidentially, an officer may utilize the program without the Town's knowledge. If an officer chooses to notify the Town or request assistance from the Town regarding a drug problem, that notice or request will not jeopardize their continued employment, provided the officer stops any and all involvement with the substance being used, and maintains adequate job performance and proper conduct. While the EAP is a valuable source in dealing with personal problems, participation in the program will not prevent disciplinary action for a violation of this policy.
- J. This policy is meant to apply to all sworn officers of the Franklin Police Department, from police officers to Chief, and the term "officer" shall have that definition wherever it is used in this policy.
- K. This statement is to clarify the Town of Franklin's operational stance and to provide for prompt, effective reaction to any drug related situation, which has, or could have, an impact on operations. It does not alter in any way the policy of assisting officers in securing proper treatment or extending the coverage of health benefits plan as indicated for other drug dependencies.

Section 30.3: Testing for Drugs

- A. It is policy of the Town of Franklin to conduct drug testing of Police Officers, where there is a probable cause to do so.
- B. Where the Chief of Police has probable cause to believe that an officer is under the influence of a controlled substance while on duty, the Chief may require the police officer to submit a test sample for drug screening by means of urine analysis to detect the presence of non-prescribed drugs or controlled substances.
- C. The affected officer may initiate a review of the Chief's directive. If requested, a special panel shall review the Chief's directive. The panel shall consist of the Town Administrator, one ranking officer appointed by the Chief, and one officer appointed by the Union with, other than the Town Administrator, no individual to serve on consecutive panels for review of drug testing directives.
 - 1. To facilitate review, the Chief shall set forth the basis for probable cause in writing immediately after they determine that probable cause exists. The review shall be based upon the written

probable cause statement. The purpose of review is to decide only whether the Chief had reliable information, at the time they requested the sample, to establish probable cause to request a screening. The panel will meet and have the right to request corroborating information that the Chief has, if any, in order to assist their review. The panel shall also consider any exculpatory information that is available including any explanation of information regarding the use of prescribed or non-controlled substances, or the exposure to controlled substances. The special review shall be conducted and concluded within twenty-four (24) hours of the time the Chief required the test sample, or as soon thereafter as is practicable.

- D. If the special review panel concludes that the Chief had probable cause to believe that the officer was under the influence of a controlled substance that was not lawfully taken or the result of an accidental exposure, then such testing shall be conducted. If the panel finds that the probable cause did not exist, the sample shall not be tested and shall be destroyed. The panel's determination that the Chief lacked probable cause at the time of their initial determination shall not by itself preclude a subsequent order to test based upon additional information received after the initial determination.
- E. At the time the test sample is provided by the officer, an original non-tested sample will be given to the officer whether or not testing is conducted by the Town.
- F. The Medical Review Officer shall give the results of the drug screening test to the Chief of Police and the officer only after compliance with the entire drug testing procedures set forth in the section on conduction tests below. In order for any test results to be accepted, the Town must demonstrate that the chain of custody of any samples has been preserved. A failure to establish chain of custody shall cause the test results to be discarded, and shall render the test result a nullity, and of no consequence or effect.
- G. Where the Chief has made a probable cause finding under this section, they may place an officer on paid administrative leave pending the results of the drug test or take other action consistent with the law. The officer shall be immediately returned to duty and any other positions or assignments, which they had prior to the drug test if the result is negative, if the review finds a lack of probable cause, if the test is invalidated for any reason, or if the test results remain unavailable after five days.
- H. If subsequent to the Chief ordering a probable cause drug test, the test result is negative, the review panel finds a lack of probable cause, or the test is invalidated for any reason, the officer shall be immediately returned to duty and to any assignments or positions, which they had prior to the drug test. The officer shall be fully compensated for any lost income. The test and probable cause finding shall thereafter be discarded and shall be considered a nullity and of no consequence or effect.

Section 30.4: Procedure after a Positive Test

- A. In the event the test is positive for any non-prescribed drug of an addictive incapacitating nature or any controlled substance, the Chief shall require the officer to take a leave of absence subject to the following terms:
 - 1. The officer must meet with a substance abuse professional within five days for the purpose of developing an appropriate treatment plan, and must begin that treatment program as soon as practicable thereafter.
 - 2. The officer shall remain on leave for a period of ninety days (90) days or until the officer produces a detailed physicians report that the officer is able to return to work and is rehabilitated from any substance abuse, whichever is sooner.

3. Such leave may be extended for an additional ninety (90) day period if, prior to the end of the first ninety-day period, the officer produces a detailed physician's report that such leave should be extended to enable the officer to return to work and to be rehabilitated from any substance abuse.
 4. During the period of such leave, the officer may use any accumulated leave, and if none is available or it becomes exhausted, they may continue on unpaid leave. If an officer is unable, at the end of the extended leave, to return to work or has not been rehabilitated from any substance abuse, the Town may consider the officer unable to work and may take such action as it deems necessary. During the period of any leave under this section, an officer shall not accumulate vacation leave, but may accumulate sick leave for any period they are using their own sick leave to maintain their status on the payroll.
- B. The Town reserves the right to impose disciplinary action for a first instance of positive drug screening subject to the following:
1. Such discipline shall be subject to all civil service and grievance and arbitration rights of the officer and shall be based on principles of progressive discipline, taking into account the officer's record, any prior offenses, and the seriousness of the drug offense.
 2. Prior to the officer's admission to treatment, or as soon as possible thereafter, the Chief shall notify the officer of their intent, if any, to impose discipline for the positive drug screening, or to recommend such discipline to the Town Administrator. Any such disciplinary action shall be stayed during the period of leave, and for a period of up to six (6) months following the return of the officer following leave. If any officer successfully completes such six-month period without any offense of any kind, the Chief shall not impose or recommend discipline for the drug offense. If the officer commits any offense of any kind during the six-month period, the Chief may proceed to impose such discipline, in addition to any discipline applicable to the subsequent offenses. The appeal period for purposes of Civil Service and grievance and arbitration procedures shall commence on the date of imposition of such discipline and not at the time of notice of the intent to impose discipline.
 3. Nothing about this policy shall be construed as waiving any rights of an officer or the Union to contest the imposition of any discipline, compliance with the testing process or the validity of results through grievance and arbitration or civil service as the officer or the Union may deem appropriate.

Section 30.5: Return to Duty and Follow-up

An officer who has violated the prohibited drug standards shall be tested for drugs prior to their returning to performing police officer duties. Follow-up tests are unannounced and up to six (6) tests may be conducted in the first twelve (12) months after officer returns to duty. The Town of Franklin agrees to bear the expense of the six (6) follow-up tests.

- A. On or about the date one year following an officer's return to work from leave, the Officer shall submit a test sample for drug screening by means of blood analysis to be paid for by the Town.
- B. Officers who have returned to work under these conditions and who subsequently test positive for drugs shall be subject to discharge, with any appeal limited to:
1. the factual issue of the positive test
 2. the issue of procedural compliance, and
 3. in cases where ten or more years have passed since an officer's return to duty from substance abuse rehabilitation, where discharge is the penalty, the appeal may include consideration of exemplary service to the Town of Franklin.

- C. If subsequent to a positive drug test, the test result is invalidated for any reason, the officer shall be immediately returned to duty and to any assignments or positions, which they had prior to the drug test. The officer shall also receive back salary. The positive drug test shall thereafter be discarded and shall be considered a nullity and of no consequences or effect.

Section 30.6: Procedures for Conducting Tests

- A. Drug testing is conducted by analyzing the officer's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility. The Town will select a professional company with experience in the collection of urine samples for a drug test. The company will comply with Department of Transportation Regulations intended to ensure the accuracy and confidentiality of the test results and the fair and respected treatment of the person that is being tested. Samples will be collected by the company in a private location.
1. The company will use specimen collection procedures and chain of custody requirements, which ensure that the specimen's security; proper identification and integrity are not compromised. These will include tamper proof seals on collection containers and coding the containers to identify the individual tested without using the individual's name. If there is a failure to follow any of these procedures, the test will be declared a broken chain of custody and cancelled.
- B. Split specimen procedures will be used whereby each urine specimen is subdivided into two bottles labeled as primary and split. Both bottles are sent to the laboratory. Initially, only the primary specimen is opened and used for urinalysis. The split specimen remains sealed at the laboratory. If the analysis of the primary specimen confirms the presence of illegal controlled substances, the officer may have the split specimen be sent to another DHHS certified laboratory of their own choosing for analysis. A request for testing of a split sample should be made within 72 hours of the time they are notified of the positive results, but in no event more than 120 hours after notice of such results.
- C. Testing is conducted using a two-stage process. First, an immunoassay screening test which meets the requirements of the Food and Drug Administration for commercial distribution is performed using gas chromatography/mass spectrometry for each identified drug. Sophisticated testing requirements shall ensure that the over-the-counter medications or preparations are not reported as positive results. If the test is positive for any opiate, further testing will be performed to confirm that the substance is a true opiate. Only results that are still positive after all tests are complete will be reported to the MRO.
- D. All tests are reviewed and interpreted by a physician designated as a medical review officer (MRO) before they are reported to the Employer.
1. If the laboratory reports a positive result to the MRO, the MRO will contact the officer and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen. For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. There may also be an accidental exposure, or invalid for any other reason, the test will be reported to the Town as a negative result. A test will be reported as positive only after all of these procedures have been complied with and testing of the split sample has confirmed positive result.
- E. It is agreed that all parties will make every effort to protect privacy and confidentiality, and that there is no intention to waive any employee's constitutional rights in the establishment of these procedures.

- F. Any material failure to follow the procedures set forth in this article, which affects the reliability or validity of the test shall cause it to be considered invalid. In the event there is such a failure, the burden of proof shall be on the Town to show by a preponderance of the evidence that the failure did not affect the reliability or validity of the test result. Absent such showing, the samples shall thereafter be destroyed, and the test shall be considered negative for all purposes.

Section 30.7: Refusal to Participate /Tampering

- A. Any refusal to participate in any of the drug tests authorized in this contract will be treated as indicative of a positive result.
- B. If there is any evidence that an officer engaged in sample tampering, such conduct shall be treated as a refusal to participate in testing for purposes of imposing discipline.

Section 30.8: Information and Training

- A. All current and new officers will receive written information and training about the testing requirements and how and where they may receive assistance for drug misuse. All officers must receive a copy of this policy and receive the Confirmation of Receipt.
- B. All Lieutenants and above in the Police Department must attend training on drug misuse, symptoms and indicators used in making determinations for reasonable suspicion testing.

Section 30.9: Record Keeping

- A. The Town is required to keep detailed records of its drug misuse prevention program.
- B. Officer's drug testing records are confidential. Test results and other confidential information may only be released to the Town's agents with a need to know, the substance abuse professional, the MRO, and any arbitrator or hearing officer of a grievance filed in accordance with this policy. Any other release of this information may only be made with the officer's consent.

ARTICLE 31: STABILITY OF AGREEMENT

Section 31.1

No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing by said parties.

Section 31.2

Any portion of this Agreement found to be in conflict with any ordinance or statute now in effect or introduced at a later date, will be null and void. However, all other portions of this Agreement will remain in effect.

Section 31.3

To provide a clear understanding of the contents of this Agreement, the Town agrees to provide a copy to each covered employee.

ARTICLE 32
PRIOR BENEFITS AND PRESERVATION OF RIGHTS

The Town of Franklin agrees that all rights and privileges previously enjoyed by the employees will remain in effect unless specifically abridged or modified by this Agreement.

ARTICLE 33:
DURATION

This agreement shall be in full force and effect from July 1, 2022 to and including June 30, 2025.

This agreement shall continue from year to year thereafter unless written notice or desire to cancel or terminate the Agreement is served by either party on or before the first day of January prior to expiration.

ATTACHMENT A: PROMOTIONAL POLICY FROM PATROL TO SERGEANT AND LIEUTENANT

This policy applies to promotions for sworn personnel only.

The Franklin Police Department's commitment to developing employees to take on increasing levels of authority, responsibility and leadership is embodied in promotions. Eligible candidates have an opportunity to apply and participate in the promotion process as set forth in this policy.

Promotions are based upon the merits of the individuals and their personal performance in the promotion process, and never on favoritism or seniority alone. A promotion is an investment in the future, not only for the department, but also for the employees who will be supervised and guided by the promoted member.

Policy:

It is the policy of this department to recommend promotions based upon an employee's training, experience and merit. The Town Administrator is the Appointing Authority.

No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, their 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 or union membership.

Procedures:

Promotions of sworn personnel to the rank of Police Sergeant are processed under the direction of the Human Resources Director. Their duties shall include:

1. Posting written announcements of any scheduled promotional opportunities
2. Coordinating with any companies or consultants contracted to participate in the promotion process
3. Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations remain confidential and kept in a secure location
4. Maintaining copies of active promotion lists

Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area approved by the Human Resources Director.

Promotional materials shall be retained for the officer's duration of employment. These include:

1. Interview questions and score sheets
2. Assessment Center questions, exercises, evaluations and other related materials

Notice of a Promotional Exam:

The Chief, or their designee, shall advise all affected personnel of an upcoming promotional exam no less than 180 days in advance of the test date by:

1. Immediately posting the notice in a prominent place; and
2. Forwarding the notice to supervisors to be read at roll call

Officers out sick or injured, on administrative or other leave, on active military duty, or otherwise not likely to receive notice shall be mailed a copy of the examination notice.

A reading list of text books will be maintained and available to all personnel. The reading list will not be changed less than 180 days prior to an exam. Questions on case law and statute law will not take into account law changes occurring fewer than 90 days prior to the exam.

Eligibility:

To be eligible to take the exam for promotion to the rank of Sergeant, the candidate shall have completed their probationary period and have a minimum of three (3) years of completed service as a full-time Patrol Officer or Detective in a municipal or state law enforcement agency as of the date of the exam. The candidate must also have an Associates Degree.

Promotional Examination for the Rank of Sergeant:

An exam for Police Sergeant will be given every three years if five (5) patrolmen sign up to take the scheduled exam. The exam will be considered valid if three (3) patrolmen pass the exam with a score of seventy (70) or higher.

In the event that less than three (3) patrolmen pass the exam, another exam will be given within one (1) year of the previous exam date.

If another exam is held because less than three (3) patrolmen achieved a grade of seventy (70) or above, those patrolmen who passed the original exam may choose to hold their grade and not take the exam again, or, take the exam a second time and keep the higher of the two scores through the promotional process. Patrolmen shall notify the Human Resources Director in writing of their choice at least 14 days prior to the date of the new exam.

The exam will be pass/fail. Passing the exam will admit candidates to the next phase of the promotion process, where their scores may be considered as one of the factors in promotion.

Assessment Centers:

Assessment centers may be used as part of the promotional process to rank each candidate.

Candidate Interviews:

An oral board approved by the Human Resources Director will conduct candidate interviews. The Board will include the Town Administrator and/or their designee and the Police Chief and their designees. Interviews shall be conducted from a prepared list of questions and the board will rate responses.

Candidate Selection:

The Chief of Police shall make a recommendation for promotion from the list of eligible candidates based on the following criteria:

1. Job related experience
2. Performance evaluation in their present position (including contributions to the department)
3. Results of Assessment Center
4. Attendance record
5. Supervisory evaluation of the employee's promotion potential

6. Sick leave record
7. Formal education
8. Training and education through career development
9. Disciplinary record of the employee
10. Attitude toward the department and police work
11. Work ethic and initiative

Final Selection:

The Town Administrator is the appointing authority and shall determine the final selection of a candidate for promotion. There will be a promotional probationary period of one year for all new appointments.

**APPENDIX A:
SALARY SCHEDULE**

**FISCAL YEAR 2023
2.5% COLA**

Effective July 3, 2022

		EDUCATION INCENTIVE		
Step	Bi-Weekly Salary	Associates Degree Bi-Weekly	Bachelor's Degree Bi-Weekly	Master's Degree Bi-Weekly
0	\$2,189.54	\$218.95	\$437.91	\$547.39
1	\$2,263.73	\$226.37	\$452.75	\$565.93
2	\$2,340.51	\$234.05	\$468.10	\$585.13
3	\$2,419.95	\$242.00	\$483.99	\$604.99
4	\$2,502.26	\$250.23	\$500.45	\$625.57
5	\$2,587.37	\$258.74	\$517.47	\$646.84
6	\$2,675.48	\$267.55	\$535.10	\$668.87
7	\$2,755.28	\$275.53	\$551.06	\$688.82

FISCAL YEAR 2024
2.5% COLA
1% BONUS FOR ACCREDITATION

Effective July 2, 2023

		EDUCATION INCENTIVE		
Step	Bi-Weekly Salary	Associates Degree Bi-Weekly	Bachelor's Degree Bi-Weekly	Master's Degree Bi-Weekly
0	\$2,266.72	\$226.67	\$453.34	\$566.68
1	\$2,343.53	\$234.35	\$468.71	\$585.88
2	\$2,423.01	\$242.30	\$484.60	\$605.75
3	\$2,505.26	\$250.53	\$501.05	\$626.31
4	\$2,590.47	\$259.05	\$518.09	\$647.62
5	\$2,678.57	\$267.86	\$535.71	\$669.64
6	\$2,769.79	\$276.98	\$553.96	\$692.45
7	\$2,852.41	\$285.24	\$570.48	\$713.10

FISCAL YEAR 2025
2.5% COLA

Effective July 14, 2024

		EDUCATION INCENTIVE		
Step	Bi-Weekly Salary	Associates Degree Bi-Weekly	Bachelor's Degree Bi-Weekly	Master's Degree Bi-Weekly
0	\$2,323.39	\$232.34	\$464.68	\$580.85
1	\$2,402.12	\$240.21	\$480.42	\$600.53
2	\$2,483.58	\$248.36	\$496.72	\$620.90
3	\$2,567.89	\$256.79	\$513.58	\$641.97
4	\$2,655.23	\$265.52	\$531.05	\$663.81
5	\$2,745.54	\$274.55	\$549.11	\$686.38
6	\$2,839.03	\$283.90	\$567.81	\$709.76
7	\$2,923.72	\$292.37	\$584.74	\$730.93

APPENDIX B: WEEKLY STIPENDS

Employees working full-time on a 5&2 schedule in specialty positions will receive the following stipends (See [Article 12](#)):

Title	Weekly Stipend FY23	Weekly Stipend FY24 and FY25
Detective (5&2 schedule)	\$100.00	\$125.00
Court Prosecutor (5&2 schedule)	\$100.00	\$125.00
Community Service Officer (5&2 schedule)	\$100.00	\$125.00

Employees working full-time in these specialty positions will receive the following stipends:

Title	Weekly Stipend FY23	Weekly Stipend FY24 and FY25
Computer Specialist	\$50.00	\$75.00
Field Training Officer Coordinator	\$50.00	\$75.00
K-9 Officer	\$50.00	\$75.00
Motorcycle Officer	\$50.00	\$75.00
Public Information / Social Media Officer	\$50.00	\$75.00
Training Officer	\$50.00	\$75.00

Employees working part-time in these specialty positions will receive the following stipends:

Title	Weekly Stipend FY23	Weekly Stipend FY24 and FY25
Accident Reconstructionist	\$25.00	\$50.00
Armorer	\$25.00	\$50.00
Firearms Instructor	\$25.00	\$50.00
MDT Coordinator	\$25.00	\$50.00
Medical Equipment Coordinator	\$25.00	\$50.00

APPENDIX C: 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 12 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

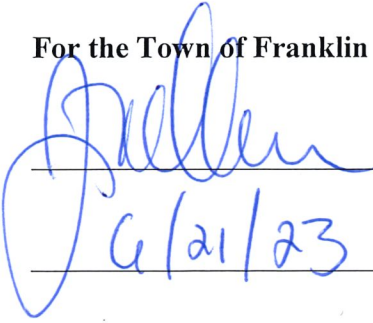
- a. FY23 - \$1,500.00
- b. FY24 - \$1,500.00
- c. FY25 - \$1,500.00

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

For the Town of Franklin



6/21/23

For the Franklin Patrol Association



6/26/23

