



Sponsor: Administration

**TOWN OF FRANKLIN**

**RESOLUTION 18-55**

**RATIFICATION OF THE MEMORANDA OF AGREEMENT BETWEEN  
THE TOWN OF FRANKLIN AND THE FRANKLIN POLICE  
SERGEANTS UNION**

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

Hereby ratifies the provisions of the attached Franklin Police Sergeants Union Collective Bargaining Agreement which have been ratified by the Franklin Police Sergeants Union Employees. The provisions of this agreement shall become in effect from July 1, 2019 through June 30, 2022.

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

**DATED:** \_\_\_\_\_, 2018

**VOTED:**

**UNANIMOUS** \_\_\_\_\_

**A True Record Attest:**

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**Teresa M. Burr**  
**Town Clerk**

**ABSTAIN** \_\_\_\_\_

**ABSENT** \_\_\_\_\_

\_\_\_\_\_  
**Glenn Jones, Clerk**  
**Franklin Town Council**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE FRANKLIN POLICE SERGEANTS UNION AND  
THE TOWN OF FRANKLIN**

**4 x 4 – TEN HOUR PER DAY WORK ROTATION**

**Purpose:** The purpose of this memorandum is to define the 4 x 4 – ten hour per day work rotation, define the changes in all areas of the existing Collective Bargaining Agreement and any departmental practices that are impacted by the implementation of the 4 x 4 rotation, to promote timely scheduling of Kelly makeup hours, and provide a variety of Kelly makeup options that should be of interest to the diversity of personnel working the 4 x 4, ten hours per day work rotation. Also, a Kelly makeup time line and a safeguard will be established that ensures that the Kelly hour makeup obligation is completed in the designated time frame, or in exigent circumstances, a modified payback time, and the method of repayment.

**ARTICLE 9  
HOURS OF WORK**

**Section 1.** Employees assigned to work the 4 x 4 work rotation will work four (4) consecutive days followed by four (4) consecutive days off (“4 x 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.

Specialized Services Division personnel (Detective Sergeant, Community Service Sergeant), the Administrative Sergeant 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.

Employees who work the above described 5 & 2 work week shall be entitled to and shall receive seventeen (17) additional days off (“ADO’s”) annually (July 1 – June 30). 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 his designee. Employees who terminate their employment shall reimburse the town for ADO’s utilized that have not been earned on a pro-rated basis. ADO’s will be accrued at a rate of approximately 1.42 days per month.

**Section 2.** No Change

**Section 3.** No Change

**Section 4. Kelly Hours:** 100 hours will be made up each fiscal year by employees working the 4 x 4. These hours are referred to as “Kelly Hours.”

A. Below is a list of approved functions / 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 Union 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
  - g. Supervisory Staff Meetings
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.)

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.

The Chief of Police or his 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.

- B. **Kelly Hour Time Line:** The time period governing the completion of Kelly hours shall be from July 1<sup>st</sup> through June 30<sup>th</sup> 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 Patrol 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.
- C. **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 or a combination of the three. This option must be approved by the Chief of Police.
- D. **Kelly Hour Payback Safe Guard:** If an employee, working the 4 x 4 work rotation is unable to complete his or her Kelly Hours by June 30<sup>th</sup>, the employee may appeal to the Chief of Police or his 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 his designee may design a payback plan borrowing from benefits due to the officer in question from the forthcoming fiscal year.
  3. If an employee is on approved leave through no fault of his own (FMLA leave, Injured on Duty Leave, or another leave approved by the Chief or his designee) for more than 60 calendar days in a fiscal year, his/her Kelly Hours will be pro-rated. The Officer will only be required to complete Kelly hours for that portion of the fiscal year that s/he was actively working. If the employee's leave of absence is for less than 60 days, s/he will be required to complete all Kelly hours for the fiscal year or will pay back the hours by the methods described above.

**Section 5.** All Patrol Division shifts will be bid twice a year. Shifts will be put up for bid on November 15<sup>th</sup>, to commence on the first Sunday after January 1<sup>st</sup> and put up for bid on May 15<sup>th</sup> to commence on the first Sunday after July 4<sup>th</sup>. Bumping rights will be based on seniority.

## ARTICLE 10 OVERTIME AND CALLBACK

**Section 1.** No Change

**Section 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 x 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 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 x 4 schedule and eight (8) hours worked for those assigned to a 5 & 2 schedule within the week said sick day was taken.

**Section 4.** No Changes

**Section 5.** All callbacks will be for a minimum of four (4) hours. At the discretion of the Chief or his designee, officers will be required to work all four hours of their call back shift.

## **ARTICLE 11 SALARIES AND WAGES**

**Section 1.** No change

**Section 2.** Those persons assigned by the Chief of Police to work full time in the following specialty areas shall receive a stipend of fifty (\$50.00) dollars per week.

- Juvenile Officer
- K-9 Officer
- Computer Specialist
- Motorcycle Officer

The Chief of Police shall have the ability to add other specialty positions, as he/she deems necessary. These added positions would also receive the appropriate weekly stipend.

**Section 2A.** 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 of Seventy-Five (\$75.00) dollars per week in FY20 and one hundred (\$100.00) dollars per week in FY21.

- Detective Sergeant
- Administrative Sergeant
- Community Service Unit Sergeant

The Chief of Police shall have the ability to add other specialty positions, as he/she deems necessary. These added positions would also receive the appropriate weekly stipend.

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

**Sections 3 – 6. No Changes**

**ARTICLE 12  
VACATIONS**

**Section 1.** For the purpose of this article, one (1) week shall consist of 40 hours. Paid vacations for members of the Police Department shall be as follows:

<u>Length of service</u>	<u>Vacation</u>
1 to 5 years (after 12 through 60 months)	80 hours
6 to 10 (61 through 120 months)	120 hours
11 to 20 years (121 through 240 months)	160 hours
20 or more years (after 240 months)	200 hours

**Section 2.** No Change

**Section 3.** No Change

**Section 4.** No Change

**Section 5.** Vacation Exchange:

- Employees covered by this Agreement and hired prior to July 1, 2012, accumulating more than 560 hours of sick leave, may exchange sick leave for vacation leave on a 24 hours sick leave for 8 hours of vacation leave basis.
- No more than 40 additional hours of vacation leave may be taken in a calendar year.
- Employees hired after June 30, 2012 shall not enjoy this benefit.
- Unused sick leave will not be compensated in any other manner except as outlined in Article 19.

**ARTICLE 13  
HOLIDAYS**

**Section 1.** The Following eleven (11) days shall be considered and recognized as paid holidays by the Town and the Chief of Police:

New Year's Day      Independence Day

Martin Luther King Day	Labor Day
Washington's Birthday	Columbus Day
Patriot's Day	Veteran's Day
Memorial Day	Thanksgiving Day
	Christmas Day

A holiday shall be considered eight (8) hours

**Section 2.** Employees shall notify the Police Chief of their desire to use time, or be paid for holidays in six-month periods, by July 31 for holidays occurring July - December and January 31 for holiday occurring January - June, respectively. 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 (40 hours maximum). The payment formula for holiday pay shall be straight time hours multiplied by the officer's base hourly rate.

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 3.** No Change

**Section 4.** No Change

**Section 5.** No Change

**Section 6.** No Change

**Section 7.** No Change

**Section 8.** No Change

## ARTICLE 18 SPECIAL LEAVE / PERSONAL LEAVE

**Section 1.** No Change

**Section 2.** 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.

**Section 3.** DELETED

**ARTICLE 19**  
**SICK LEAVE**

**Section 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). Said sick leave shall be cumulative from year to year, up to a maximum of 1,200 hours.
  
- B. Each member of the Police Department hired after June 30, 2012 shall earn paid sick leave at the rate of eight (8) hours for each month worked (96 hours per year). Said sick leave shall be cumulative from year to year, up to a maximum of 720 hours.
  
- C. 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.

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 duty of hours for which the officer is receiving sick pay, he/she shall be obligated to respond on a non-cell phone to phone calls to his/her home 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 2.** No Change

**Section 3.** Upon death or retirement, each member of the unit hired prior to July 1, 2012 who has accumulated at least 800 hours, or his estate, shall be entitled to buy back the sick days accumulated at the rate of forty-five dollars (\$45.00) for every eight (8) hours. Such amount shall not exceed four thousand five hundred dollars (\$4,500). Employees hired after June 30, 2012 shall not enjoy this benefit.

**Section 4.** No Change

**Section 5. Sick Leave Bank:** 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 and personal leave.

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.



The bank shall be administered by a joint committee of two members designated by the Union and the Town Administrator and his/her designee.

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 – arbitration provisions of this agreement.

**Section 6.** The Town requires that any employee requesting leave for their own medical condition under the terms of the Family and Medical Leave Act of 1993 utilize accrued sick time and then any other accrued paid time off (vacation, personal, or compensatory time off) before any non-paid time off is utilized.

Any employee requesting leave under the terms of the Family and Medical Leave Act of 1993 for conditions regarding family members may use 80 hours of sick leave prior to use of other paid time, in the case of approved Family Medical Leave.

- A. 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 later of FMLA or the employee exhausts all accrued leave, there will be no further accrual of sick or vacation, or payment for holidays. Seniority, however will accrue during the term of the leave. An employee taking such leave is entitled to be restored to the position held by the employee when the leave commenced, and will be entitled to any other benefits the employee would have accrued had he/she not taken family leave. The Town may designate extended leave as Family Medical Leave, when appropriate.
- B. Injured Leave Benefits – After six (6) months on injured leave, an employee shall cease accruing sick and vacation leave.

**Section 7.** As an incentive to reduce sick leave use, an officer hired prior to July 1, 2012 who uses zero 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 his designee, which approval will not be unreasonably withheld. Employees hired after June 30, 2012 do not enjoy this benefit.

## **ARTICLE 22 NIGHT SHIFT DIFFERENTIAL**

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

Effective July 1, 2017

\$72.00/week

For the purpose of this agreement, a night shift shall be defined as any shift with a starting time of 2:00 p.m. through 3:00 a.m.

**ARTICLE 23  
PAID DETAILS**

A through G: No change

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

**ARTICLE 24  
EDUCATIONAL INCENTIVE PAY AND REQUIREMENTS**

**Changes made to the dollar amounts in the FY19 Contract Extension – no other changes**

**For pay effective July 8, 2018 (FY19)**

For members who were employed by the Town prior to July 1, 2012, or transfer from communities where another department where they had been included in an educational incentive program pursuant to MGL Ch 41 Sec 108L, the payments shall be as follows per pay period:

ASSOCIATES	BACHELORS	MASTERS
\$305.41	\$610.83	\$763.53

For members hired after June 30, 2012, the payments shall be as follows per pay period:

STEP	ASSOCIATES	BACHELORS	MASTERS
1	\$279.38	\$558.76	\$698.45
2	\$290.29	\$580.58	\$725.73
3	\$301.64	\$603.28	\$754.10

**For pay effective July 7, 2019 (FY20)**

Educational incentive payments shall be paid to each employee at the following rate per pay period:

STEP	ASSOCIATES	BACHELORS	MASTERS
1	\$279.39	\$558.78	\$698.48
2	\$290.29	\$580.58	\$725.73

3	\$305.41	\$610.83	\$763.53
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Payments made under this section shall be made bi-weekly in the regular paycheck and shall be considered regular compensation for retirement purposes.

The payments are based on FY19 negotiated payments and the FY20 payments may be subject to change due to future Collective Bargaining Agreements.

**ARTICLE 28  
PARENTAL LEAVE AND PREGNANCY POLICY**

**Section 1 – Parental Leave**

**a. No Change**

**1. No change**

2. An officer taking parental leave under the FMLA may use up to eighty (80) hours of accrued sick time, then be required to utilize holiday and personal time, and all remaining accrued paid time off in the form of vacation and compensatory time off before any non-paid time off may be utilized.

b. no change

Section 2 – Notification of Physical Restrictions - No change

Section 3 – Alternative Duty - No change

Section 4 – Range Qualifications - No change

Section 5 – Both Parents Employees - No change

**ARTICLE 32  
TRIAL PERIOD**

**Section 1.** The 4 x 4 work rotation will be implemented on July 1, 2019. There will be a 30 month trial period, through January 1, 2022.

**Section 2.** During the trial period, the 4 x 4 negotiating committee will meet periodically to discuss any problems or issues that affect this agreement and attempt to resolve said issues or problems in a mutually agreeable fashion.

**Section 3.** If after 30 months, either party to this agreement wants to revert back to the previously established work schedule known as the 4 & 2 schedule, the arguments for revision will be discussed between management and the 4 x 4 negotiating committee in an attempt to negotiate a resolution. If a mutually agreeable resolution cannot be found, the work schedule will revert back to the former 4 & 2 schedule at the start of the following fiscal year. If the Franklin Police Association initiates and demands the schedule revert back to the former 4 & 2 schedule, all contract language changed as a result of the adoption of the 4 x 4 work schedule will revert back to the language found in the Collective Bargaining Agreement, entitled “Agreement Between the Town of Franklin and the Franklin Police Association, July 1, 2015 – June 30, 2018”. In the event the Town of Franklin initiates and demands the schedule revert back to the former 4 & 2 schedule, all benefits gained through the impact bargaining process will remain unless removed through the Collective Bargaining process.

**Section 4.** If it has been agreed to revert back to the former 4 & 2 work schedule, and the Town determines it is financially impossible to retain the increase in sworn officer personnel that occurred as a result of the 4 x 4 work schedule, it is agreed that the Town may revert back to the original sworn officer personnel levels in place prior to the implementation of the 4 x 4 work schedule (46 sworn officers).

**ARTICLE 33  
FRONT DESK COVERAGE**

**Section 1.** At the time of implementation of the 4 x 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.

**MODIFIED PAY SCHEDULE FOR FY20**  
Effective July 7, 2019

**Police Sergeant – Per Pay Period**

Hired prior to July 1, 2012

Bi-Weekly Pay Rate: \$3,054.13

New Promotions – Initial hire by Franklin Police Department after 6/30/12

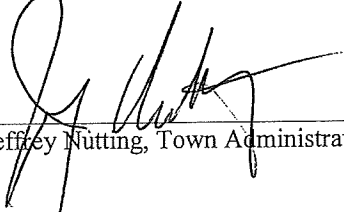
	Bi-Weekly Pay Rate
Step 1	\$2,793.90
Step 2	\$2,902.92
Step 3	\$3,054.13

Pay rates are based on FY19 negotiated payments. The FY20 wages may be subject to change due to future Collective Bargaining Agreements.

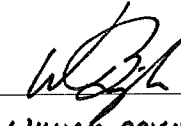
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE FRANKLIN POLICE SERGEANTS AND  
THE TOWN OF FRANKLIN

4 x 4 – TEN HOUR PER DAY WORK ROTATION

For the Town:

  
\_\_\_\_\_  
Jeffrey Nutting, Town Administrator      9/19/18  
Date

For the Union:

  
\_\_\_\_\_  
WILLIAM BRIGHAM      PRESIDENT      9-14-18  
Date

\_\_\_\_\_  
Date