

**Collective Bargaining Agreement  
Between  
The Town of Franklin  
And  
Professional Firefighters of Franklin  
International Association of Firefighters  
Local 2637  
July 1, 2022 through June 30, 2025**

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## **PREAMBLE**

Pursuant to the provisions of Chapter 150E of the Massachusetts General Laws as amended, this Agreement, entered into by the Town of Franklin, acting by and through the Town Administrator, hereinafter referred to as the "Town", and the Professional Firefighters of Franklin, International Association of Firefighters, Local 2637, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Town and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1: UNION BUSINESS AND UNION DUES**

### **Section 1.1: Recognition**

The Town of Franklin recognizes the Professional Firefighters of Franklin, International Association of Firefighters, Local 2637 as the sole and exclusive bargaining agent for the Firefighters, Lieutenants, Captains, and Battalion Chiefs of the Franklin Fire Department, excluding all other employees.

The rights of the Town of Franklin and employees of the Franklin Fire Department shall be respected, and provisions of this Agreement shall be observed for the orderly settlement of all questions.

### **Section 1.2: 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Any such authorization may be withdrawn by the employee by giving at least sixty days' notice in writing of such withdrawal to the Town and by filing a copy with the treasurer of the Union.

### **Section 1.3: Union Security**

The Town of Franklin agrees not to discharge or discriminate in any way against employees covered by this Agreement for Union membership or authorized Union activities. The Union agrees not to unlawfully intimidate or coerce any employee into membership into the Union nor discriminate in any way against non-Union members.

### **Section 1.4: Time Off - Union Business**

Employees who are officers of the International Association of Firefighters, Local 2637 or who are appointed as members of the collective bargaining negotiating team shall be allowed time off for the official Union business negotiations or conferences with the Town Administrator or Chief of the Department, without loss of pay or benefits and without the requirement to make up said loss of time. Said time off with pay must be with prior approval of the Chief of the Department.

### **Section 1.5: No Individual Agreement**

The Town agrees that it will not enter into any individual or collective agreement, which is contrary to this Agreement, with any employee covered by this Agreement.

### **Section 1.6: Convention Attendance**

Leave of absence shall be granted, without loss of pay, to two (2) employees annually for the purpose of attending state or national Union Conventions.

- A. Employees shall not be assigned to the same working group.
- B. Time shall be limited to two (2) shifts for state conventions and up to four (4) shifts for national conventions.
- C. Applications for such leave must be in writing and shall clearly set forth the date and location of the convention.
  1. Said applications must be submitted four (4) weeks prior to the effective date of the leave.
  2. The Chief of the Department may deny a request if operational requirements or the lack of available personnel mandate the attendance of all available firefighters.

## **ARTICLE 2: MANAGEMENT RIGHTS**

Nothing in this Agreement shall be construed in any way to alter, modify, change or limit the authority and jurisdiction of the Town Administrator or the Chief of the Department, as provided for by the Massachusetts Constitution, the Massachusetts General Laws and decisions of the Supreme Judicial Court of Massachusetts, the Laws of the United States, the Bylaws of the Town of Franklin, 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 Franklin Fire Department and the direction of the firefighters are vested exclusively in the Chief of the Department and the Town Administrator.

## **ARTICLE 3: NO STRIKE CLAUSE**

The Union on its own behalf and on the behalf of each of the members it represents, hereby agrees and covenants that during the term of this Agreement it will not authorize, approve, participate in or in any way encourage any strike, work stoppage, slowdown or the withholding of services, including details.

## **ARTICLE 4: REVOCAION OF CIVIL SERVICE**

### **Section 4.1: Withdrawal from Civil Service effective July 2, 2020**

The Franklin Fire Department officially withdrew from the Massachusetts Civil Service system [in Chapter 109 of the Acts of 2020, effective July 2, 2020.](#)

- A. The revocation of the Civil Service statute shall not affect any contractual or civil service rights which may have come into existence between the Town and any person employed as of the date of revocation, as a result of the original acceptance of such law.

## **Section 4.2: Seniority**

- A. For employees appointed before the removal of the department from Civil Service, the Civil Service definition of seniority shall continue to apply for the purpose of layoffs, demotions, and recall.
  - 1. The union agrees to recognize time in grade for purposes of eligibility for promotions and assigned positions.
- B. For employees appointed after the effective date of removal from Civil Service, seniority shall be based on the employee's date of appointment in the Department.
  - 1. If employees are hired on the same date, seniority will be based on Fire and/or EMS related education and experience.

## **Section 4.3: Layoff and Recall**

- A. Employees appointed prior to the Town's revocation of the Civil Service statute, shall maintain all rights regarding layoffs, recall, inclusion on the re-employment list, lateral transfers, and the procedures under M.G.L. c. 31 governing such matters and any appeal shall continue to apply.
- B. For employees appointed after the removal of the department from Civil Service, the term "layoff" means a reduction in the number of employees due to a lack of work, lack of runs, or abolition of a position.
  - 1. In the event of a layoff, the least senior employee(s) shall be laid off first.
  - 2. In any such case, a fourteen (14) day advance notice of the contemplated layoff shall be given to the employee in writing. A copy of such notice shall also be given to the Union.
- C. A laid-off employee shall have recall rights for a maximum period of seven (7) years.
  - 1. Recall shall be in order of seniority with the employee with the highest level of seniority having the first right of recall.
  - 2. Notice of recall shall be sent via certified mail and email to the employee's last known address and email address, with a copy to the Union President.
  - 3. A recalled employee shall notify the Town Administrator within twenty-one (21) calendar days of receipt of the recall of their intention to return to the Franklin Fire Department.
  - 4. Any person refusing to exercise such recall opportunity within such twenty-one (21) day period shall be deemed to have waived their right of recall permanently and absolutely, except under the following circumstances:
    - a. An employee is on active duty in the military for an enlistment period
    - b. An employee who is obligated by contract to continue in the employ of another employer shall have the right to maintain eligibility for the next vacancy, should the Town fill the current vacancy from the recall list or otherwise.
  - 5. The recalled employee may, within the twenty-one (21) day period, request the Town Administrator in writing an extension of time to return to work in Franklin for exigent reasons, which shall be specified. In considering any such request, the Town Administrator shall weigh specific exigent circumstances justifying an extension and the Town's need to fill a vacancy.
- D. In the event that layoffs are necessitated at any time in the future within the department, all such layoffs shall be made without regard to paramedic training, certification or qualification.

- E. Prior to the laid-off employee returning to work, the Town shall have the right to:
  - 1. Obtain a CORI report for determining whether any actions reflected on such report, after the date of the layoff, affect the employee's qualifications for re-employment.
  - 2. Require the employee to undergo a physical examination, and such other background investigation of conduct occurring after the layoff as the Fire Chief deems necessary and appropriate. The Town shall bear the cost of any physical examination it requires under this section.
  - 3. If, based on the results of such examination or investigation above, the Town Administrator rescinds the offer of recall, they shall provide the employee with a written statement of their reasons for the rescission. This rescission may be subject to the grievance and arbitration provisions of the contract.
  
- F. In the event of a layoff in the rank of Lieutenant, Captain, Battalion Chief, or Deputy Chief, the incumbent with the least length of service in grade shall have the option to bump into a position in the next lower grade of the Department.
  - 1. If two employees have equal length of service in grade, the employee with the less total service with the Department shall be affected by the layoff.
  
- G. Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available, at no cost to the employee or the Town.
  - 1. Laid off employees will be allowed to attend courses which involve a cost, provided they pay their portion of the costs.
    - a. Laid off employees who attend such Town-sponsored training sessions and/or courses, shall as a condition of attendance, sign a release of all claims on a form provided by the Town indicating that they are participating on a voluntary basis and not as employees of the Town and, except in instances involving gross negligence on the part of the Town, they accept all risks associated with participation in the program.
    - b. To facilitate maintenance of required licenses or certifications, the Town agrees to continue to affiliate laid off firefighters with the Office of Emergency Medical Services, if they do not otherwise have employment with such affiliation.

#### **Section 4.4: Discipline**

- A. Employees appointed prior to the removal of the Town from Civil Service shall retain their right to appeal discipline imposed under [M.G.L. c. 31, § 41](#) to the Civil Service Commission.
  - 1. Once the appointing authority has rendered a decision, on an appeal or otherwise, the employee shall have the right to elect whether to file an appeal under M.G.L. c.31, [§42](#) and/or [§43](#) or, instead, the employee may appeal the discipline to arbitration, with the Union's assent, all as prescribed in [Article 5](#).
  
- B. Employees employed after the revocation of Civil Service shall be entitled to the grievance arbitration process for all discipline.

- C. The probationary period for a new employee is one year (12 months).
  - 1. No bargaining unit member who has completed their probationary period by actually performing the full duties of his position for a period of one year shall be discharged, demoted, or suspended without pay except for just cause.
    - a. In calculating the period of actual performance of full duties, short-term absences shall count, provided the employee has performed such duties for at least seventy-five (75) 24-hour days of duty in the one-year period.
- D. Employees who are issued written reprimands may file a written rebuttal or explanation for inclusion in their personnel file.

## **ARTICLE 5: GRIEVANCE AND ARBITRATION**

### **Section 5.1: Definition of a Grievance**

A grievance is defined as a dispute concerning the interpretation or application of the provisions of the Agreement.

During all grievance discussions, an official of the Union shall accompany the employee involved. The union representative shall be on pay status, if on duty, and when processing a grievance, complaint, arbitration or acting as a witness.

### **Section 5.2: Grievance Process**

#### **A. STEP ONE**

Grievances must be filed in writing with the Chief of the Department within thirty (30) calendar days of (1) the act or omission giving rise to the grievance, or (2) the date the grievant knew or should have known of the act or omission. Grievances must be pursued in accordance with the time limits at each step, unless the parties agree in writing to extend the time limits. Failure to file or appeal the grievance at any step shall constitute a waiver of the grievance.

#### **B. STEP TWO**

The Chief, or their designee, shall meet with the Union to discuss the grievance. The Chief shall answer the grievance in writing within fourteen (14) calendar days of the meeting.

#### **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 fourteen (14) 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 Union, the Union (but not any individual employee) may invoke arbitration by filing a Demand for Arbitration with the American Arbitration Association within thirty (30) days of its receipt of that decision. A copy of such demand shall be simultaneously served on the Town Administrator.

1. In choosing an arbitrator, the American Arbitration Association will be requested to render a list of arbitrators and the selection of the arbitrator shall be in conformance with the rules of the American Arbitration Association. The cost of arbitration shall be borne equally by the Town and the Union.
2. The decision of the Arbitrator shall be final and binding on both parties to this Agreement, subject to [M.G.L. c. 150C](#).

**Section 5.3: Deadlines**

All time deadlines may be extended based upon mutual agreement from both the Town and the Union.

**ARTICLE 6:  
DUTIES AND JOB DESCRIPTION**

**Section 6.1: Duties**

The duties of the members of the Franklin Fire Department shall consist of prevention, control and extinguishment of fire, operating and maintaining ambulance services for the Town, and performing related work as required or as delegated by the Chief of the Department.

**Section 6.2: Paramedic Requirement**

All employees hired after July 1, 2022 must be certified as Massachusetts Paramedics.

**Section 6.3: Job Descriptions**

The parties have negotiated job descriptions, the latest drafts of which shall be implemented.

**Section 6.4: Rules and Regulations**

The parties have negotiated Rules and Regulations, the latest draft of which shall be implemented.

**ARTICLE 7:  
VACANCIES**

**Section 7.1: Vacancies - Firefighters**

As much as possible, the Franklin Fire Department shall continue to anticipate and plan for the filling of vacancies in the rank of firefighters.



## **Section 7.2: Academy Certification**

All new firefighters, upon entering the Franklin Fire Department for full-time employment, must enter into the first available recruit class, complete all requirements for graduation and successfully graduate from the Career Recruit Program of the Massachusetts Firefighting Academy.

- A. If a newly hired firefighter has successfully completed a Career Recruit Program in another state, equivalent to that provided by the Massachusetts Firefighting Academy, and provides proper certification of completion of such a program, the requirement for graduation from the Massachusetts Firefighting Academy shall be waived.

## **Section 7.3: Vacancies - Fire Officer Ranks**

- A. As much as possible, the Franklin Fire Department shall anticipate and plan for filling of any vacancies in officers' ranks and shall endeavor to have a promotion list available. The Franklin Fire Department shall continue to make promotions as soon as practicable after a vacancy occurs.
- B. Vacancies will be filled in accordance with the Promotional Process Policy in [Attachment A](#).
- C. If a promotional list does not exist, the most senior person in the grade below shall be moved into an acting position until a person is selected from the next list.
- D. If an officer will be absent for more than thirty (30) consecutive calendar days, they will be replaced by an individual from an established promotional list.
  1. If a promotional list does not exist, an employee will move into an acting position in accordance with C.
- E. Any firefighter or officer temporarily assigned to the duties and responsibilities of a higher rank shall receive the pay of such higher rank until relieved of such additional responsibilities.
  1. When two firefighters split a shift, the day's pay shall be prorated between them.

## **Section 7.4: Promotions**

The parties have negotiated a separate agreement regarding promotion procedures to govern promotions to fill vacancies which occur after the removal of the department from Civil Service. The Agreement is included as [Attachment A](#) in this agreement.

- A. All promotions within the Franklin Fire Department through the rank of Battalion Chief shall be made as a result of competitive examination.
  1. Members taking the exam and scheduled to work on the date of the exam shall be afforded department time for the period necessary to complete the examination.
  2. Members taking the exam and scheduled to work the day immediately preceding the exam shall be afforded department time for the evening shift the night before the exam (1700 to 0700 hours) to ensure prompt arrival for the examination.
  3. The Town shall pay for the cost of the promotional examination.

## **ARTICLE 8: HOURS**

### **Section 8.1: 24-hour schedule**

The regular work schedule for all employees who perform firefighting duties, shall consist of one (1) 24-hour day of duty on, followed by one (1) 24-hour day of duty off, followed by one (1) 24-hour day of duty on, followed by five (5) 24-hour days of duty off, hereinafter referred to as a "cycle".

- A. All 24-hour days of duty begin and end at 0700 hours.
- B. The 24-hour day of duty is made up of two (2) shifts:
  - 1. The day shift is a ten (10) hour shift.
  - 2. The night shift is a fourteen (14) hour shift.
- C. The 24-hour work schedule shall retain all aspects of a 10 and 14 schedule (each period counted as one shift) with regard to fringe benefits and other issues as set forth in this agreement.
- D. No employee may work more than twenty-four (24) consecutive hours without prior approval from the Fire Chief or the Chief's designee.

### **Section 8.2: Day Positions**

Personnel assigned to day positions shall work a forty-two (42) hour, four (4) day workweek. Each member shall work a ten and one half (10 ½) hour day shift (0700 hours to 1730 hours).

- A. The Chief may require employees on day shift to work on a rotating schedule of Monday through Thursday of one week and Tuesday through Friday on the alternate week.

## **ARTICLE 9: COMPENSATION**

### **Section 9.1: Salary Charts**

Salary rates of employees are set forth in [Appendix A](#) of this agreement, which is attached hereto and is hereby made a part of this agreement.

### **Section 9.2: Salary Steps**

- A. New Firefighter recruits will be assigned to Step 0 upon hire.
- B. A permanent firefighter transferring from another department will be credited with prior service as a firefighter for purposes of step placement, provided that such firefighter has completed the career recruit training program required of firefighters by the Massachusetts Fire Academy or its equivalent.
  - 1. Step placement will be based on their start date as a Firefighter.
- C. Employees hired between July 1<sup>st</sup> and December 31<sup>st</sup> will receive their step increase effective the first full pay period of July in the next calendar year.
- D. Employees hired between January 1<sup>st</sup> and June 30<sup>th</sup> will receive their step increase effective the first full pay period of July in the next calendar year.
- E. Subsequent steps will be on a 12 month basis, effective the first full pay period of July each year.

### **Section 9.3: EMT Certification and Stipend**

- A. As a condition of continued employment, current firefighters who have certification as an Emergency Medical Technician (EMT) will be required to maintain certification for the continuation of their employment as firefighters with the Town of Franklin.
- B. The stipend for Emergency Medical Technician (EMT) is built into base pay.

### **Section 9.4: Paramedic Certification and Stipend**

- A. Firefighters hired as paramedics shall maintain such certification as a condition of their continuation in employment.
- B. Employees will receive an additional stipend for holding Paramedic Certification. The stipend will be paid bi-weekly as a percentage of the base pay.
  - 1. The Paramedic stipend for FY23 is 7% of base pay.
  - 2. 1% of the Paramedic stipend will be added to base pay in FY24. Employees will receive a Paramedic stipend equal to 6% of their base salary.
  - 3. An additional 1% of the Paramedic stipend will be added to base pay in FY25. Employees will receive a Paramedic stipend equal to 5% of their base salary.
- C. The Town shall provide a minimum of six (6) months' notice of refresher courses given in-house. Employees are expected to attend such courses.
  - 1. Employees who are unable to attend, by reason of sickness or bereavement leave, shall be offered a make-up class.
    - a. The Town shall not be responsible for paying any tuition or fees for employees who fail to attend in-house refresher courses as scheduled or fail to attend such make up classes for reasons other than those provided in the sentence above.
- D. Employees hired as EMT's who subsequently achieved certification as a paramedic may relinquish paramedic certification and return to EMT status provided all of the following conditions are met:
  - 1. The employee has five (5) years' service as a Firefighter/Paramedic.
  - 2. The employee provides a written notice to the Fire Chief at least six months prior to the expiration of their paramedic certification.

**Section 9.5: Rank Differential**

- A. There will be a fifteen percent (15%) pay differential between Firefighters at maximum base salary and the Lieutenant's base salary.
- B. There will be a ten percent (10%) percent pay differential between Lieutenant and the Captain's base salary.
- C. There will be a ten percent (10%) pay differential between Captain and Battalion Chief's base salary.

**Section 9.6: Specialist Assignments**

- A. The Department shall pay a bi-weekly stipend of \$57.69 per pay period to employees who hold specialist assignments.

Specialist assignments include:

- ALS Coordinator
- BLS Coordinator
- Infection Control Officer
- S.A.F.E Officer

- B. Specialist assignments will be posted for bidding by interested employees and will be made by the Chief after consideration of qualifications, education and relevant experience.
  - 1. If qualifications, education and experience are relatively equal, seniority in the Franklin Fire Department shall be used as a tiebreaker.
- C. Specialists may be removed from their assignments for just cause.

**Section 9.7: Field Training Officers (FTOs)**

The Department shall pay a bi-weekly stipend of \$19.24 per pay period to two (2) Field Training Officers (FTOs) for each Group (8 total).

- A. One FTO will be assigned to Headquarters and one FTO will be assigned to Station 2.
- B. FTOs will be selected in the same manner as specialists and may be removed from their assignments for just cause.

**Section 9.8: Stipend for Pro-Board Certifications**

The Town will provide a bi-weekly stipend of \$3.85 upon completion and passing of certain Pro Board Certifications administered by the Massachusetts Fire Training Council.

A. Each employee is eligible to receive this stipend for a maximum of six (6) certifications.

<b>Number of Certifications</b>	<b>Dollar Amount Per Pay Period</b>
1	\$3.85
2	\$7.70
3	\$11.55
4	\$15.40
5	\$19.25
6 or more	\$23.10

B. Payment is subject to the Fire Chief’s approval.

C. Eligible Pro Board Certifications include:

- Confined Space
- Driver/Operator of Fire Apparatus Equipped with a Fire Pump
- Driver/Operator of Fire Apparatus Equipped with an Aerial Device
- Firefighter I/II
- Fire Instructor I
- Fire Instructor II
- Fire Instructor III
- Fire Investigator
- Fire Officer I
- Fire Officer II
- Fire Officer III
- Hazardous Material Technician
- Incident Safety Officer: Fire Suppression
- Incident Safety Officer: Hazard Material Operations
- Public Fire and Life Safety Educator
- Rope
- Surface Water
- Swift Water
- Technical Rescuer: Confined Space Rescue I/II
- Technical Rescuer: Rope Rescue I/II
- Technical Rescuer: Surface Water I/II
- Technical Rescuer: Swift Water I/II
- Technical Rescuer: Trench Rescue I/II
- Trench

**Section 9.9: Longevity Pay**

Longevity pay language was deleted. \$900 was added to base pay for all employees effective 7/12/15.

**Section 9.10: Direct Deposit**

All employees are paid by direct deposit.

**ARTICLE 10:  
EDUCATION**

**Section 10.1: Associates Degree Requirement**

Employees hired after July 12, 2014 must complete an Associates Degree within five (5) years of the date they are hired.

**Section 10.2: Education Incentive in Certain Concentrations**

There shall be a bi-weekly education incentive for employees who hold degrees in certain approved subjects from accredited colleges or universities.

A. The following major concentrations shall be eligible for the education incentive:

1. Fire Science or Fire Administration
2. Paramedicine
3. Public Health
4. Health Studies
5. Public Administration
6. Business Administration or Business Management
7. Emergency Management
8. Nursing

B. Degrees in other concentrations may be approved for the higher education incentive by the Town Administrator based on recommendation from the Fire Chief.

C. The bi-weekly education incentive for these concentrations is:

	<b>FY23 Rate Per Pay Period</b>	<b>FY24 Rate Per Pay Period</b>	<b>FY25 Rate Per Pay Period</b>
Associates	\$143.75	\$187.50	\$250.00
Bachelors	\$221.16	\$288.47	\$384.62
Masters	\$265.39	\$346.16	\$461.54

**Section 10.3: Education Incentive (other concentrations)**

There shall be a bi-weekly education incentive for employees who hold degrees from accredited colleges or universities in other concentrations not listed in Section 10.2.

	<b>Rate Per Pay Period</b>
Associates	\$143.75
Bachelors	\$221.16
Masters	\$265.39

**Section 10.4: Tuition Reimbursement**

- A. The Town of Franklin will reimburse the employee for 50% of tuition and mandatory fees, including books, but excluding parking, for higher education courses.
  - 1. The amount reimbursed shall not exceed \$5,000 in any fiscal year, per member.
  - 2. Reimbursement will be made upon successful completion of said course (a Grade “B” or better).
  - 3. Only courses in major concentrations designated in Section 10.2 shall be approved for course reimbursement. Courses in other concentrations of study may be approved by the Town Administrator.
    - a. If the Chief already approved an educational plan outside of the approved concentrations for FY23, the employee may be reimbursed for FY23 only.
  
- B. Every employee who utilizes this benefit must submit a detailed education plan with the Fire Chief or their designee prior to the yearly budgetary process. The last date for filing of educational plans will be determined by the Fire Chief and an announcement will be made to all employees.

**ARTICLE 11:  
OVERTIME**

**Section 11.1: Overtime Pay Rate**

Employees shall be paid overtime in accordance with [M.G.L. c. 48, § 58C](#).

- A. Overtime will be calculated and paid at a rate of time and one-half (1 ½) the employee’s hourly rate based on [Appendix A](#).
  
- B. Overtime payments shall be made in increments of one (1) hour.
  - 1. To be paid for an hour, the employee must work at least fifteen minutes, except in situations where the collective bargaining agreement specifically provides for a minimum guarantee of two hours or four hours pay.

### **Section 11.2: Refusal Rights**

Members of the bargaining unit shall have the right of first refusal for all overtime opportunities determined by the Department to be necessary, based upon equal qualification for the open position.

- A. For any overtime which requires special qualification, those with that qualification will have right of first refusal, prior to those without that qualification. Special qualifications can be those related to a certain rank, level of EMS certification, or specialized training.
- B. When special qualifications are not necessary, members shall be offered overtime based upon seniority in a fair and equal rotation, as administered by the union, with approval of the Fire Chief.

### **Section 11.3: Mandatory Overtime**

The parties agree to adopt the Town's proposed Policy and Procedure, Mandatory Overtime, Code 2.06.04.01, with the following additional understandings:

- A. At the beginning of each Fiscal Year, the Fire Chief shall give the Union a letter specifying the number of employees, paramedics, and officers available on a particular shift, at which point the Town will anticipate or expect to require mandatory overtime (such number being subject to modification with notice to the Union).
- B. Shifts worked under the mandatory overtime policy shall not count as hours worked for purposes of determining equitable distribution of overtime.

### **Section 11.4: Callbacks**

- A. An employee called back to work for emergency recalls, before their next regular scheduled starting time, shall be paid at the rate of one and one-half (1½) their normal rate for all hours worked on emergency recall with a minimum guarantee of four (4) hours.
- B. Personnel whose work assignment is extended beyond its regular hours shall be paid at the rate of one and one half (1½) their normal rate for all hours worked
- C. All other non-emergency call backs shall be paid at a rate of one and one-half (1½) the normal rate of pay, with a minimum guarantee of two (2) hours.
- D. Personnel who are called back for mutual aid coverage assignment shall be paid a minimum of four (4) hours.
- E. Notwithstanding other provision of this section, personnel who do not respond back to the fire station within twenty-five (25) minutes after being recalled for duty shall not be entitled to any minimum hours pay, and further, shall only be entitled to payment for the actual hours worked.
- F. For any overtime beyond the initial callback (which has a two or four hour minimum), any time worked beyond the callback will be counted only after the initial applicable minimum number of hours are reached. (This is intended to avoid payment of multiple minimums within the time period of the initial minimum payment.)



- G. It shall be the policy of the department to callback off duty personnel to augment on-duty personnel during periods of simultaneous multiple emergencies and serious emergencies. The callback of off duty personnel shall be initiated as follows.
1. High severity incidents (e.g. building fires, serious hazardous materials incidents, multiple casualty incidents and similar events): General Recall
  2. The need for one additional person due to ambulance transport: one member
- H. General recalls and additional engine companies shall be accomplished via radio.
- I. General recalls shall summons all available off-duty personnel to respond to their assigned station for response.

**Section 11.5: Paid Details**

Details shall be paid at a rate of \$60.00 per hour.

- A. There is a minimum guarantee of four (4) hours.
- B. If there is any additional uninterrupted time in excess of four hours, an additional four (4) hour minimum will apply.

**Section 11.6: Court Time**

Employees who are summoned to appear before any court on Fire Department business shall be entitled to compensation for any time spent in attendance or travel to said tribunal.

- A. There is a minimum guarantee of four (4) hours.
  1. The Chief of the Department may require employees to work on an emergency basis without further compensation until the minimum time is expired.

**Section 11.7: Fireworks Duty**

An employee not regularly scheduled to work fireworks duty for the Independence Day holiday, shall be paid two times the normal rate of pay. Employees may be ordered for fireworks duty.

**Section 11.8: Shift Swapping**

The practice of exchanging duty hours may be permitted with the permission and at the discretion of the Chief of the Franklin Fire Department or their designee, in accordance with Code 20.10.01.01.

- A. The hourly substitution will be based on mutual agreement between the parties concerned and shall not result in additional costs to the Town of Franklin.
- B. In the event that legal action is taken by a member of the union against the Town of Franklin as a result of the nonpayment of wages as part of a "shift swap", the Union agrees to hold the Town harmless and to indemnify the Town of Franklin for all expenses, judgments or allowances incurred or entered against it as result of such action.

## **ARTICLE 12: HOLIDAYS**

### **Section 12.1: List of Holidays**

The following holidays shall be paid holidays for all employees of the Franklin Fire Department:

- 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

### **Section 12.2: Holiday on a regularly scheduled day off**

If a holiday falls on a regularly scheduled day off, the employee shall be given an additional day off OR shall receive additional straight time pay for the day.

- A. A day off is a 10-hour day shift.
  
- B. Pay for the day is 10 hours pay.

### **Section 12.3: Working on a holiday**

- A. When an employee is regularly scheduled to work on a holiday, they shall be paid a half ( $\frac{1}{2}$ ) time differential to bring the pay up to time and one half ( $1\frac{1}{2}$ ) for the shift.
  
- B. If the employee is regularly scheduled to work, and works, the employee may elect to take an additional day off with pay OR shall receive straight time for the day in addition to their regular pay equivalent to all hours worked.
  - 1. Holiday time shall be taken in full shift increments (10-hour day or 14-hour night shift), not in half shift increments.

### **Section 12.4: Payment and Usage of Holidays**

- A. Holidays will be divided into two different periods.
  - 1. To facilitate scheduling and payment of holiday time, employees must inform the Deputy Fire Chief whether they intend to use their accrued time off during the period or receive an additional day's pay for the holiday.
  - 2. No time accrued during the first period may be used during the second period, and vice versa.
  - 3. Holidays must be earned before they may be used.

B. Period 1 - 6 holidays

1. Holidays Include:

- Independence Day
- Labor Day
- Columbus Day
- Veteran’s Day
- Thanksgiving Day
- Christmas Day

- 2. Employees must inform the Deputy Chief by November 1<sup>st</sup> whether they intend to use their accrued time off during this period.
- 3. If an employee does not use the accrued time off, they shall be paid for the holiday time in the first pay period of December.

C. Period 2 – 6 holidays

1. Holidays Include:

- New Year’s Day
- Martin Luther King Jr. Day
- President’s Day
- Patriot’s Day
- Memorial Day
- Juneteenth

- 2. Employees must inform the Deputy Chief by April 1<sup>st</sup> whether they intend to use their accrued time off during this period.
- 3. If an employee does not use the accrued time off, they shall be paid for the holiday time in the first period of June.
- 4. Employees may use no more than two shifts of holiday time (a maximum of 28 hours) per month during the months of April, May and June.
  - a. Under extenuating circumstances, an employee may request written permission from the Chief to use more than two shifts of holiday time per month. This permission must be requested by April 1st.

**ARTICLE 13:  
VACATION**

**Section 13.1: Vacation Time**

Employees shall receive paid vacation at the beginning of each fiscal year according to the following schedule.

A. Employees hired **prior to July 12, 2015:**

<b>Years of Service</b>	<b>Number of Shifts Earned</b>
1 year anniversary to less than 5 years	8 shifts
5 years or more but less than 10 years	12 shifts
10 years or more but less than 15 years	16 shifts
15 or more years	20 shifts

B. Employees hired **after July 12, 2015:**

<b>Years of Service</b>	<b>Number of Shifts Earned</b>
1 year anniversary to less than 5 years	8 shifts
5 years or more but less than 10 years	12 shifts
10 years or more but less than 20 years	16 shifts
20 or more years	20 shifts

- C. Newly hired employees may take an advance against their first year allotment of four (4) shifts after successfully completing six (6) months of employment.
- D. Employees will move up to the next vacation status on their anniversary date and receive four (4) additional shifts for the remainder of the fiscal year.
- E. Employees must use all vacation time by June 30<sup>th</sup> each year.
1. An employee may carry over up to two (2) shifts into the new fiscal year.
  2. Exceptions for vacation carryovers other than those stated above may be granted with the recommendation of the Fire Chief and approval by the Town Administrator.
  3. The Town of Franklin will not be responsible for accumulated vacation time not taken prior to the end of the fiscal year.

**Section 13.2: Vacation Shifts**

Vacation time may be taken in full or half shifts as defined in [Article 8](#). An employee will be charged with one shift of vacation leave for each ten (10) or fourteen (14) hour shift within a 24-hour day of duty.

- A. If an employee is taking vacation leave to complete education courses, they may take vacation time in actual hours.

**Section 13.3: Granting of Vacation Time**

- A. Only a limited number of vacations can be granted at any one time. All vacation approvals will be determined by evaluating available personnel for each shift.
- B. Vacation time will be requested verbally or in writing to the highest ranking shift supervisor. Employees will provide advance notice of at least twenty-four (24) hours.
1. Vacation time that exceeds four (4) shifts will be requested on a form provided by the Fire Department.
  2. Vacation time of four (4) or fewer shifts will be requested verbally.
  3. All vacation approvals will be determined by evaluating available personnel for each shift.
    - a. The highest ranking shift supervisor shall ensure that all requests for time off are documented in the department's daily log.
  4. No employee shall take more than eight (8) consecutive shifts at one time without approval of the Fire Chief or their designee.
  5. If an employee requests vacation time with less than twenty-four (24) hours' notice, they will be responsible for filling their own shift.

**Section 13.4: Payment at Termination of Employment**

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

## **ARTICLE 14: SICK LEAVE**

### **Section 14.1: Sick Leave Accruals**

- A. Sick leave will be earned at the rate of one (1) shift for each month of service.
- B. Sick leave accruals start on the first day of employment.
- C. Sick leave shall be cumulative from year to year, up to a maximum of one hundred and twenty (120) shifts.

### **Section 14.2: Sick Leave Notice Requirements**

The minimum notice for taking sick leave shall be two (2) hours. Notice of absence must be given to the highest ranking shift supervisor. Failure to do so will result in loss of pay.

### **Section 14.3: Usage of Sick Time**

For the purposes of accrual and consumption of sick leave, each 24-hour day of duty shall equate to two (2) sick leave shifts.

- A. Sick leave must be taken for the full 24-hour day of duty, or two (2) shifts at a time, except under the following circumstances.
  - 1. Sick leave taken after a shift starts will be measured in actual hours missed.
    - a. If an employee goes home prior to the end of their shift because of illness, the employee will not be allowed to return to work for the remainder of that 24-hour work period.
  - 2. For up to two (2) shifts per fiscal year, an employee may utilize one sick shift for the day portion of a 24-hour day of duty, and report for duty at 1700 hours.

### **Section 14.4: Verification of Illness and Fitness for Duty**

- A. A doctor's certificate may be required for absence of three (3) or more twenty-four (24) hour work periods or may be required at any time at the discretion of the Department Head.
- B. The Chief shall have the right to require an employee returning to work from an extended absence to be examined by a physician of the Town's choosing to verify the illness and/or assure the employee's fitness to return to duty.
  - 1. The parties agree that, in the event of a dispute between the Town's physician and the employee's own physician as to the employee's illness or fitness for duty, the two physicians shall designate a third physician to examine the employee. The third physician's opinion shall be determinative. The cost of such examinations shall be paid for by the Town.

### **Section 14.5: Sick Leave Incentive**

- A. 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.

<b>Sick Leave Shifts Used</b>	<b>Incentive Payment</b>
0-2 shifts	\$800
3-4 shifts	\$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 14.6: Sick Leave/Vacation Exchange**

Employees who have accumulated more than eighty (80) shifts of sick leave may trade sick shifts for vacation shifts each fiscal year.

- A. Employees hired prior to July 12, 2015 may exchange two (2) sick leave shifts for one (1) vacation leave shift.
- B. Employees hired after July 12, 2015 may exchange three (3) sick leave shifts for one (1) vacation leave shift.
- C. An employee may not accumulate more than four (4) additional vacation shifts per fiscal year through this process.

**Section 14.7: Family and Medical Leave Act of 1993 (FMLA)**

- A. The Town requires that any employee requesting leave under the terms of the Family and Medical Leave Act of 1993 utilize accrued paid time off (vacation, personal, or compensatory time off, and sick leave if a 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 shall first utilize their accrued holiday and personal time. They may then utilize six (6) sick leave shifts per fiscal year followed by any vacation time before any non-paid time off is utilized.
- C. 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.
- D. 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 leave.
- E. The Town may designate extended leave as Family Medical Leave, when appropriate.

### **Section 14.8: Sick Leave Bank**

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

Step 1: Two members of management (Fire Chief or designee and the TA or designee) will review the request to determine if a sick leave bank is appropriate. Management will confirm that the employee is on a valid leave that meets FMLA standards, that all available leave has been, or will be, exhausted, and that the employee has not abused their leave time prior to the onset of the current medical condition. Management will also try to determine how much leave will be required.

Step 2: If the bank is approved, the union may then allow members to donate up to two shifts of sick leave per employee. Members are under no obligation to donate any sick leave.

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

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

### **Section 14.9: Sick Leave Buy Back**

Upon death or retirement, employees are entitled to compensation for any unused accumulated sick leave at a rate of one hundred dollars (\$100.00) per shift up to a maximum of one hundred (100) shifts.

- A. To be eligible for a sick leave buy back at retirement, the employee must provide a written letter of intent to retire at least six (6) months prior to the retirement date and a final resignation letter at least ninety (90) days prior to the retirement date.
- B. For the purposes of this section, a shift is defined as 12 hours.

## **ARTICLE 15: INJURY ON DUTY**

### **Section 15.1: M.G.L Chapter 41, § 111F**

Employees who sustain an injury within the meaning of [M.G.L. Chapter 41, § 111 F](#), shall be granted leave in accordance with its terms.

- A. Pay shall be at the rate for the employee's permanent pay grade, not any higher grade in which the employee may have been serving in an acting capacity at the time the injury was sustained, except for employees appointed to serve in an acting capacity for at least one month.
  - 1. Such employees, if injured, shall revert to the rate of pay for their permanent pay grade whenever there is a permanent appointment to the position filled on an acting basis, or after six months of receiving injured leave at the higher rate, whichever comes first.

### **Section 15.2: Reporting of an Injury**

- A. Employees shall report a work related injury within 24 hours from the end of the shift in which it occurred.
- B. Employees shall provide a “Summary Medical Report” from a treating physician within five (5) days of a claim for injured on duty leave.
  - 1. The “Summary Medical Report” would include a diagnosis, prognosis, probable period of incapacity and general nature of the treatment.

### **Section 15.3: Medical Release**

Following the receipt of the Summary Medical Report, the employee shall be obligated to provide the Town Administrator, upon request, a medical release in the event of either (1) an inability to make a determination as to entitlement under Chapter 41, § 111F, or (2) the existence of a good faith doubt as to whether or not any injury or incapacity continues to exist.

### **Section 15.4: Confidentiality**

Any medical records received by the Town Administrator shall be disclosed only to such officials, agents or physicians who have a need to know such information and the Town shall ensure that rights of privacy of employees shall be respected. Any medical records received by the Town shall be provided immediately to the injured employee and the Union.

### **Section 15.5: Independent Medical Exam**

An employee claiming or receiving injured leave under Chapter 41, §111F or seeking indemnification of medical expenses under [Chapter 41, §100](#) may be required to undergo an examination by a physician designated by the Town for the purpose of assisting in the determination of diagnosis, prognosis, treatment options, the likelihood that any incapacity will be permanent, and causation.

- A. No doctor-patient relationship will arise from such independent medical examination.
- B. The employee will be entitled to a copy of any report submitted to the Town, and the Town shall pay the fee for any such exam.
- C. If the parties so agree, the employee may be sent to a qualified provider other than a physician for the purpose of assisting in the determination of diagnosis, prognosis, treatment options, the likelihood that any incapacity will be permanent, and causation.

### **Section 15.6: Light Duty**

A member of the bargaining unit who is on disability leave pursuant to Chapter 41, §111F, may be recalled to light duty if a physician designated by the Town determines that the employee is able to perform some of the light duties of a firefighter.

- A. If the employee’s attending physician does not agree with the determination made, they may provide written evidence of such disagreement to the Chief of the Department no later than fourteen (14) days after the firefighter has been recalled to light duty, unless there is good cause for the written evidence of such disagreement being given later than fourteen (14) days.
  - 1. An emergency room physician who treats an injured firefighter shall not be considered to be the firefighter's attending physician unless the injured firefighter subsequently designates the physician as such.



- B. In the event of a disagreement between the Town's designated physician and the firefighter's attending physician, the two physicians shall designate a third physician to examine the employee. The third physician must be a specialist in the particular field of medicine involved and shall examine the employee and render an opinion on the employee's fitness for light duty.
  - 1. This opinion shall be binding on all parties.
  - 2. The Town of Franklin shall pay for the examination of the firefighter by the third physician.
  - 3. Until such time as the third impartial physician renders a determination that the firefighter is capable of performing some light firefighter duties, they shall continue to be on injured leave pursuant to M.G.L. 4 1, §111F.
  
- C. The light duty tasks to which a member of the bargaining unit may be assigned shall consist only of tasks that have been customarily performed by other firefighters within the Franklin Fire Department, including any or all of the following: interviewing and dispensing information to the public; fire prevention duties; and other similar duties as assigned.
  - 1. Any such firefighter on light duty status shall not be assigned to any Engine or Ladder Company or to any other Fire Suppression function under any circumstances, nor shall any such firefighter be included in determining the on-duty complement for their particular group of any shift.
  
- D. The Chief of the Department may, at their discretion, assign an eligible employee to such light duty on the basis of a four-day, forty-two (42) hour workweek.
  
- E. All employees on injured leave who have been determined, pursuant to the procedures described herein, to be capable of returning to light duty shall be recalled to work on that basis.

**Section 15.7: 111F for more than six (6) months**

Individuals on 111F for more than six (6) months shall not be eligible for the Sick Leave Incentive in Section 14.5.

**Section 15.8: Line of Duty Death**

In the event of the death of a firefighter in the line of duty, all costs incurred for the funeral and burial shall be paid for by the Town of Franklin.

**ARTICLE 16:  
OTHER LEAVES**

**Section 16.1: Personal Leave**

Employees covered by this agreement shall be entitled to two (2) personal shifts per fiscal year, provided that they provide twenty-four (24) hours' notice to the highest ranking shift supervisor.

- A. Requests for personal leave shall be submitted in writing and presented at least twenty-four (24) hours in advance of any scheduled absence. However, the Fire Chief or the designated representative may waive the written requirements at any time when less than twenty-four (24) hours' notice is provided by the employee.

## **Section 16.2: Bereavement Leave**

- A. For death and/or memorial services in the immediate family or household, the day on which the death occurs and four (4) additional days shall be granted. If the funeral is held after the four (4) additional day period, the time up to and including the funeral may also be allowed. The days following the death are consecutive calendar days - including Saturday, Sunday and holidays – beginning the day after the death. Cases involving special circumstances, including travel for an extensive period of time shall be referred to the Town Administrator.
  - 1. "Immediate, family" includes parents, parents-in-law, grandparents, siblings, spouse, children and grandchildren of the employee.
  - 2. A "household member" includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking, as a member of the family.
- B. For the death of a sister-in-law or brother-in-law of an employee the day of the funeral shall be granted.
- C. For death of a relative other than an immediate family member, absence of up to one (1) full day may be allowed to attend the funeral or memorial service.

## **Section 16.3: Jury Duty**

The Town of Franklin agrees to pay regular gross wages to an employee while the employee is serving on a jury.

- A. An employee must notify the Chief of the Department within forty-eight (48) hours of receiving jury notification or the first regular workday after notification.
- B. Jury duty will not count towards overtime nor be paid under the overtime wage scale.
- C. The Town of Franklin will pay jury duty compensation upon receipt of official jury duty certification.

## **ARTICLE 17: UNIFORMS**

### **Section 17.1: Uniforms for new Employees**

- A. New employees shall receive the a uniform which includes the following:
  - One (1) Class "A" Uniform (shirt, pants, jacket, hat, tie, belt, shoes)
  - Three (3) Summer Shirts
  - Three (3) Winter Shirts
  - Three (3) Uniform Trousers
  - Two (2) Badges
  - One (1) Winter Jacket
  - One (1) Spring Jacket
  - One (1) Pair of Work Shoes
  - One (1) Pair of Work Boots
  - One (1) Hat
- B. Each new employee shall sign a written contract agreeing to reimburse the Town for the full cost of the uniform if the employee voluntarily leaves the employ of the Franklin Fire Department within twelve (12) months of employment.

### **Section 17.2: Issuance and Replacement of Protective Gear**

Each firefighter, upon being assigned to active duty, shall be issued from the Department at no personal cost, a complete set of protective clothing according to the employee's size.

- A. Such issue shall consist of a regulation fire helmet, gloves, hoods, bunker coat, bunker pants, and firefighter-type boots.
- B. This clothing is considered personal gear and is to be worn by the employee only and maintained to the best of the employee's ability. Replacement or repair shall be at the expense of the Town of Franklin.

### **Section 17.3: Uniform and Cleaning**

- A. Members recognize that uniforms must be neat, clean, and in good repair in accordance with department regulations.
  - 1. 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.
- B. Effective July 1, 2020, employees will no longer receive a uniform allowance (previously \$1000/year) or cleaning allowance (previously \$600/year). \$1,600 was added to base pay in FY21.

### **Section 17.4: Damaged Clothing**

The Town of Franklin will replace clothing damaged in the line of duty at a depreciated value.

## **ARTICLE 18: INSURANCE**

The Town of Franklin will carry malpractice insurance for all members of the Franklin Fire Department.

## **ARTICLE 19: POLICIES AND PROCEDURES**

The Union acknowledges and, to the extent they do not conflict with the collective bargaining agreement, adopts the General Policies section of the “Town of Franklin Policies and Procedures” published on July 8, 2021. This adoption is effective through June 30, 2025.

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

## **ARTICLE 20: STABILITY OF AGREEMENT**

### **Section 20.1: Amendments and Modifications**

The parties to this Agreement may from time to time make amendments, modifications, changes or revisions in this Agreement, provided that said amendments, modifications, changes or revisions are mutually agreeable, reduced to writing in acceptable language and appended to the body of this Agreement.

**Section 20.2**

The failure of the Town or the Union or of any other covered persons to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Town or of the Union, or of any such employees to the future performance of any such term or provision, and the obligations of the Union and the Town or such employee for such future performance shall continue in full force and effect.

**Section 20.3**

In the event it is determined by a court or agency of competent jurisdiction that any provision of this Agreement is void or unenforceable as a matter of law or public policy, such determination shall not invalidate other provisions of this Agreement.

**ARTICLE 21:  
DURATION OF AGREEMENT**

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

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

If negotiations for a new Agreement are not concluded by June 30, 2025, this agreement shall remain in full force and effect until the new Agreement is executed.

## **ATTACHMENT A: PROMOTIONAL PROCESS**

*NOTE: A separate Memorandum of Agreement was signed on December 29, 2022 to amend the promotional process. This was not part of the original contract negotiations, but is included here since the final contract was not consolidated into one document until July 2023.*

The purpose of the promotional process is to identify the most qualified individual for promotion without regard to personal preference, prejudice of unsubstantiated opinions.

The promotional process includes references to the Deputy Chief position. The Deputy Chief is a management position and is not subject to the terms and conditions of the collective bargaining agreement.

### **Section 1: Written Examination**

- A. A written examination for promotion to Lieutenant, Captain, Battalion Chief, and Deputy Chief will be offered at least every two (2) years.
  - 1. The passing score on the written examination is seventy percent (70%).
  - 2. Only candidates who pass the written examination will be eligible for subsequent phases of the promotional process.
  - 3. An examination will be considered valid if at least one (1) applicant passes the exam with a score of seventy (70) or higher.
  - 4. If nobody passes the examination, the examination will be offered again the following year.
  
- B. To be eligible to sit for the examination, a candidate must be a permanent member of the Franklin Fire Department and meet the following criteria as of the new list effective date:
  - 1. Lieutenant: A candidate must have a minimum of three (3) years of service in the rank of firefighter with the Franklin Fire Department.
  - 2. Captain: A candidate must have a minimum of two (2) years of service in the rank of Lieutenant with the Franklin Fire Department.
  - 3. Battalion Chief: A candidate must have a minimum of two (2) years of service in the rank of Captain with the Franklin Fire Department.
  - 4. Deputy Chief: A candidate must have a minimum of two (2) years of service in the rank of Battalion Chief with the Franklin Fire Department.
  
- C. The Department will announce an examination at least one hundred eighty (180) calendar days prior to any written examination.
  - 1. The announcement will include:
    - a. The title of the position
    - b. The eligibility requirements
    - c. Description of the duties of the position
    - d. The week that the examination will be given  
(The exact date, time, and location will be announced at least sixty (60) days in advance)
    - e. The reading list of resource and reference materials upon which the test will be based
  - 2. The announcement will be posted conspicuously in all fire stations and sent out via email to all employees.

- a. The Department will mail and/or email a copy of the examination notice to the last known address or email address of eligible employees who are out of work due to illness, injury, active military leave or other long term absence.
- D. All exam study materials will be based on the qualifications for the specific position being tested. Study materials will include the department's standard operating guidelines (SOG's) and a reading list with current reference books.
1. The reading list for the examinations will be discussed with the union prior to the exam posting.
  2. No changes to the reading list will be made once the announcement has been made.
  3. While there may be questions which overlap across exams, the exam shall contain questions specifically designed to measure qualification for each rank.
- E. All candidates must notify the Director of Human Resources in writing of their interest in taking the examination at least sixty (60) calendar days prior to the test date.
1. Candidates must provide documentation of qualifications for the Education and Experience scores at this time.
- F. The Town Administrator, or their designee, will unilaterally select a professional third party vendor to administer the exam. The Town will follow the most current state procurement laws.
1. The Town will pay for the cost of the examination.
  2. The Town will make every effort to ensure that there is not a conflict of interest with vendors and town employees.
  3. The name of the vendor shall not be revealed to any department employees, except the Fire Chief and Deputy Chiefs, until the day after the written examination has been administered.
  4. A procedure will be established by the testing firm to mask the identity of those candidates taking the written exam.
  5. The written examination will be scored by the testing firm.
    - a. The Town will request that the release of the written scores occur within the same day as the exam, whenever possible.
- G. A candidate may appeal a question from the written examination within five business days of the examination.
1. Such appeal must be made in writing to the Director of Human Resources.
    - a. The Director of Human Resources will then transmit the appeal to the testing firm.
  2. No questions shall be thrown out. The written test will be based upon a one hundred percent (100%) score.
  3. If there is a question that gets overturned as a result of the appeal process, the following rules apply:
    - a. If there was no correct answer to the question, all candidates will receive credit.
    - b. If multiple answers are correct, candidates who answered one of the correct answers will receive credit. If a candidate chose neither correct answer, no credit will be allowed.
    - c. If the question was not on the reading list, all candidates will receive credit.
- H. A candidate will be advised of the result of an appeal within ten (10) business days of the Town's receipt of an appeal. The decision of the appeal shall be final.

- I. Candidates will receive a written breakdown of their score from the examination within five (5) days from the end of the appeal process.

## **Section 2: Education and Experience**

- A. A maximum of 100 points are allowed in the education and experience category. Final score will be a percentage based on total points out of 100 points.
  1. Each employee will start with 60.5 points.
  2. Education - maximum of 7.5 points
    - a. Point values:

Associates Degree	2.5 points
Bachelor's Degree	5 points
Master's Degree	7.5 points
    - b. Degrees are not cumulative. Candidate receives points for the highest degree earned and cannot receive multiple points for multiple degrees.
    - c. Candidate must provide a sealed, certified copy of the academic record.
  3. Experience - maximum of 15 points
    - a. 0.5 points per year of service in the Franklin Fire Department
    - b. Experience points are calculated as of the official date of the written examination.
  4. Pro Board Certifications - maximum of 12 points
    - a. 2 points per Pro Board Certification
    - b. Certifications must be obtained by the deadline of submission to Human Resources.
  5. Acting out of Grade - maximum of 5 points
    - a. 1 point per month
    - b. Acting out of grade occurs when an employee is moved to a provisional or temporary position under the Collective Bargaining Agreement. This does not include daily staffing moves.
    - c. If an employee has acted out of grade for four (4) or more shifts in a month, they shall receive credit for the month. If out of grade for less than four (4) shifts, no credit will be given. For the purpose of this section, a shift is defined as twenty-four (24) hours.
    - d. Credit for acting out of grade is only for the position the employee is testing for (e.g. Lieutenant applying for Captain will only get credit for acting out of grade as a Captain).
- B. Candidates must submit documentation for education and experience to Human Resources at least sixty (60) days prior to the written examination date.
  1. Points are calculated as of the application deadline for all categories except for experience in the Franklin Fire Department. Experience will be calculated as of the date of the examination.
- C. Education and experience scores will be calculated by the Director of Human Resources and posted thirty (30) days prior to the test date.
  1. If any errors are discovered, candidates will have fifteen (15) days to request an individual review of their score.
- D. The Town will release a preliminary list based on employees' education and experience scores prior to the written exam.

### **Section 3: Assessment Center**

- A. For the ranks of Deputy Chief and Battalion Chief, the Town Administrator, or their designee, will unilaterally select a professional third party vendor to administer the assessment center. The Town will follow the most current state procurement laws.
  - 1. The Town will make every effort to ensure that there is not a conflict of interest with vendors and town employees.
  - 2. A procedure will be established by the assessment firm to mask the identity of those candidates participating in the assessment center.
- B. The goal of the assessment center is to evaluate the candidates' knowledge, skills, abilities, and personal characteristics that are directly related to the essential functions of the position.
- C. The company that develops and administers the assessment center will be responsible for the scoring.
- D. A candidate may appeal any component of the assessment center.
  - 1. Such appeal must be made in writing to the Director of Human Resources within five (5) business days of the completion of all components of the assessment center for all candidates. The Director of Human Resources will transmit the appeal to the company administering the assessment center.
  - 2. The candidate shall be advised of the result of the appeal within ten (10) business days of the Town's receipt of the appeal. The decision shall be final.

### **Section 4: Scoring and Establishment of the Promotional List**

- A. A candidate's initial score will be calculated using the following formulas.
  - 1. For the rank of Deputy Chief and Battalion Chief:
    - a. Written Examination Score           60%
    - b. Education and Experience Score       20%
    - c. Assessment Center Score            20%
  - 2. For the rank of Captain and Lieutenant:
    - a. Written Examination Score           80%
    - b. Education and Experience Score       20%
- B. If a candidate has twenty (20) or more years of service with the Franklin Fire Department on the date of the examination, one (1) additional point will be added to their overall score.
- C. If a candidate is a Veteran, one (1) additional point will be added to their overall score.
  - 1. Massachusetts General Law, Chapter 4, Section 7, clause 43 as amended by Chapter 116 of the Acts of 2004 currently defines a veteran as a person who had one of the following:
    - a. 180 days of regular service and a last discharge or release under honorable conditions,  
or
    - b. 90 days of active duty service, one (1) day of which is during "wartime", and a last discharge or release under honorable conditions.



- D. The promotional list will be established after the examination appeal period based on the final score as calculated above.
  - 1. Each candidate shall be mailed and/or emailed their final scores and rankings.
  - 2. Once established, the list shall remain valid for no more than two (2) years from the date it was established.
  - 3. Once the list is expired, no promotions will be made until a new list is established.

### **Section 5: Selection Process**

- A. The Fire Chief shall complete an oral interview with each candidate and evaluate candidates on the promotional list using the following criteria.
  - 1. Job related experience
  - 2. Performance evaluations in their present position and contributions to the department
  - 3. Attendance record
  - 4. Disciplinary record
  - 5. Work ethic, positive attitude, and personal initiative
- B. Candidates may submit materials related to the above criteria to the Fire Chief for their review to supplement the department's personnel records.
- C. The Fire Chief shall select from the top three (3) candidates on the list and make a recommendation to the Town Administrator for appointment.
  - 1. In the event that two candidates have the exact same final score, such tied candidates shall be considered as one candidate for the purpose of selecting candidates eligible for promotion.
  - 2. Prior to official appointment, the Fire Chief will notify candidates that were not selected.
    - a. Candidates not recommended for promotion, may, at their discretion, arrange a meeting with the Fire Chief to review their performance within the promotional process to identify how they may be more successful in future promotional efforts.

### **Section 6: Appeal Process**

- A. The decision as to which candidate is appointed shall not be subject to grievance and/or arbitration.
- B. The parties agree that the Union shall have the right to grieve alleged violations of sections of the promotion process for the Battalion Chief, Captain and Lieutenant ranks.
  - 1. The grievance cannot involve the substance of the written exam, only the procedures by which the exam was administered.
    - a. The Union may not grieve any written exam question.
  - 2. If the Town fails to follow the promotional process as outlined in this document, the alleged violation would be subject to the grievance process.
  - 3. No individual shall have the right to grieve an alleged violation of the procedure.
  - 4. The Union may not grieve sections of the promotional process for the Deputy Chief position.
- C. Union grievances shall be filed with the Town Administrator within seven (7) calendar days of the Union learning of the act or omission.
  - 1. The Town Administrator shall hear the grievance in an expeditious manner and in no event later than seven (7) calendar days after receipt of the grievance.
- D. The promotional process will not be delayed or held in abeyance pending any employee appeal or Union grievance.

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

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

**ALL EMPLOYEES – EMT AND PARAMEDICS**

	<b>Bi-Weekly Pay</b>	<b>Paramedic Bonus 7% Bi-Weekly</b>
<b>Firefighter</b>		
<b>Step 0</b>	\$2,320.13	\$162.41
<b>Step 1</b>	\$2,415.94	\$169.12
<b>Step 2</b>	\$2,524.42	\$176.71
<b>Step 3</b>	\$2,658.32	\$186.08
<b>Step 4</b>	\$2,735.64	\$191.50
<b>Lieutenant</b>	\$3,145.99	\$220.22
<b>Captain</b>	\$3,460.59	\$242.24
<b>Battalion Chief</b>	\$3,806.66	\$266.47

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

**Effective July 2, 2023  
2.5% COLA  
1% BONUS FOR ISO-1 CERTIFICATION**

**EMERGENCY MEDICAL TECHNICIANS (EMT)**

	<b>Bi-Weekly Pay</b>
<b>FF – Step 4</b>	\$2,832.07
<b>Lieutenant</b>	\$3,256.89
<b>Captain</b>	\$3,582.58
<b>Battalion Chief</b>	\$3,940.84

**PARAMEDICS**

**1% OF PARAMEDIC BONUS INTO BASE PAY**

	<b>Bi-Weekly Pay</b>	<b>Paramedic Bonus 6% Bi-Weekly</b>
<b>Firefighter</b>		
<b>Step 0</b>	\$2,425.93	\$145.56
<b>Step 1</b>	\$2,526.11	\$151.57
<b>Step 2</b>	\$2,639.54	\$158.37
<b>Step 3</b>	\$2,779.54	\$166.77
<b>Step 4</b>	\$2,860.40	\$171.62
<b>Lieutenant</b>	\$3,289.46	\$197.37
<b>Captain</b>	\$3,618.41	\$217.10
<b>Battalion Chief</b>	\$3,980.25	\$238.81

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

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

**EMERGENCY MEDICAL TECHNICIANS (EMT)**

	<b>Bi-Weekly Pay</b>
<b>FF – Step 4</b>	\$2,902.88
<b>Lieutenant</b>	\$3,338.31
<b>Captain</b>	\$3,672.15
<b>Battalion Chief</b>	\$4,039.36

**PARAMEDICS**

**1% OF PARAMEDIC BONUS INTO BASE PAY**

	<b>Bi-Weekly Pay</b>	<b>Paramedic Bonus 5% Bi-Weekly</b>
<b>Firefighter</b>		
<b>Step 0</b>	\$2,511.45	\$125.57
<b>Step 1</b>	\$2,615.15	\$130.76
<b>Step 2</b>	\$2,732.58	\$136.63
<b>Step 3</b>	\$2,877.52	\$143.88
<b>Step 4</b>	\$2,961.22	\$148.06
<b>Lieutenant</b>	\$3,405.41	\$170.27
<b>Captain</b>	\$3,745.96	\$187.30
<b>Battalion Chief</b>	\$4,120.55	\$206.03

## **APPENDIX B: AMERICAN RESCUE PLAN ACT STIPENDS**

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

### **A. State of Emergency Employees**

#### **1. Criteria:**

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

#### **2. Payment Amounts:**

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

### **B. Employees Hired AFTER the State of Emergency**

#### **1. Criteria:**

- a. Hired after June 15, 2021
- b. If hired after June 30, 2022, an employee is NOT eligible for FY23 Stipend, but is eligible for future stipends
- c. Must have completed the 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**

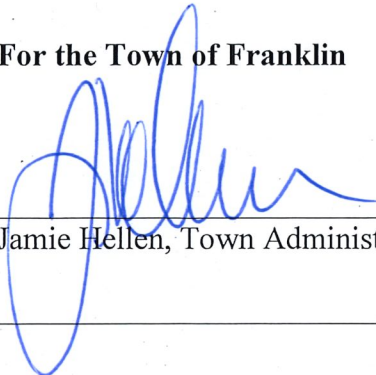
- a. FY23 - \$1,500.00
- b. FY24 - \$1,500.00
- c. FY25 - \$1,500.00

### **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**




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Jamie Hellen, Town Administrator

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**For the Franklin Permanent Firefighters Association**



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Brian Hamann, President

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