

Franklin Township

Blue Collar 1988-1991 18-05  
8979

THIS AGREEMENT made and entered into effective the 1st day of July, 1988 to June 30, 1991, between the Township of Franklin, Somerset County, New Jersey hereinafter referred to as the "EMPLOYER" and Local 11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, with offices located at 6-7 Village Square East, Botany Village, Clifton, New Jersey, a labor organization hereinafter referred to as the "UNION".

WHEREAS, the Union has presented proof that it represents a majority of all blue collar employees employed by the Township of Franklin, including Laborer, Utility, Mechanic's Helper, Mechanic, Driver, Dispatcher, Equipment Operator, Water Maintenance Worker, Water Meter Reader, Custodian, Parks Maintenance Workers, Animal Control Officer and Animal Custodian; excluding Administrative, Office Clerical and Technical Personnel, Managerial Executives, Craft employees, Professional employees, Police Officers and Supervisors; and

WHEREAS, the Township of Franklin in Somerset County, New Jersey by virtue thereof has recognized the said Union as the sole exclusive bargaining agent for all blue collar employees including Laborer, Utility, Mechanic's Helper, Mechanic, Driver, Dispatcher, Equipment Operator, Water Maintenance Worker, Water Meter Reader, Custodian, Parks Maintenance Workers, Animal Control Officer and Animal Custodian; excluding Administrative, Office Clerical and Technical Personnel, Managerial Executives, Craft employees, Professional employees, Police Officers and Supervisors of the Township of Franklin in Somerset County, New Jersey.

NOW, THEREFORE, it is mutually agreed between the parties hereto that this agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment as follows:

ARTICLE 1. RECOGNITION AND RIGHTS

Section 1. The Township of Franklin hereby recognizes the Union as the sole and exclusive bargaining agent for all the employees now employed or to be employed as blue collar employees in the Departments of Parks and Recreation, Public Works, Water and Health including Laborer, Utility, Mechanic's Helper, Mechanic, Driver, Dispatcher, Equipment Operator, Water Maintenance Worker, Water Meter Reader, Custodian, Parks Maintenance Worker, Animal Control Officer and Animal Custodian; excluding Administrative, Office Clerical and Technical Personnel, Managerial Executives, Craft employees, Professional employees, Police Officers and Supervisors of the Township of Franklin in all those matters specifically provided for herein, pertaining to wages, hours and conditions of employment.

Section 2. The bargaining unit shall consist of all blue collar employees in the Departments of Parks and Recreation, Public Works, Water and Health including Laborer, Utility, Mechanic's Helper, Mechanic, Driver, Dispatcher, Equipment Operator, Water Maintenance Worker, Water Meter Reader, Custodian, Parks Maintenance Workers, Animal Control Officer and

Animal Custodian; excluding Administrative, Office Clerical and Technical Personnel, Managerial Executives, Craft employees, Professional employees, Police Officers and Supervisors of the Township of Franklin in Somerset County, New Jersey.

Section 3. The Union recognizes that the Employer is a Public Body Politic that was created and exists by virtue of statutory enactments, that it is the nature of a political subdivision, and that its operations are for the public benefit.

By reason thereof, the Union acknowledges the power of the Employer to enter into this agreement or any of the provisions thereof is or may be subject to legal limitations, and, in the event all or any part of this Agreement contravenes any statutory or legal requirements or exceeds the lawful powers of the Employer, then to the extent of such contravention, this agreement or such of its provisions as are legally objectionable shall be null and void. The parties mutually agree that the nullity of any provisions shall not void the remainder of this agreement, provided, however, that such provision can be severed from the Agreement without substantially affecting the whole thereof.

Section 4. It is agreed that management officials retain the right to direct employees, to hire, to promote, to transfer, assign and retain employees within the occupations covered by this agreement and to suspend, demote, discharge or take other disciplinary action against the employees for just cause, to relieve employees from duties because of lack of work or funds or for other legitimate reasons, to maintain the efficiency of the operations entrusted to them to determine the methods, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the mission of the Employer in situations of emergency, as determined by management, provided that such rights shall not be exercised in violation of other sections of this agreement.

## ARTICLE 2. UNION AND EMPLOYER SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union Security:

(a). All present employees who are members of the Local Union on the effective date of this Agreement can remain members of the Local Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Local Union and do not become members thirty-one (31) days after the effective date of this agreement, will pay a Representation Fee as set forth hereafter.

(b). It is agreed that, at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty one (31) days thereafter or pay to the Local Union as representation Fee.

Section 2. If written authorization is not made by an employee, the Union agrees that it shall have the sole responsibility for collection of the regular dues and initiation fees, and that the payment of Union dues, initiation fees and

service fees shall not be a condition of employment.

Section 3. Check-Off of Union Dues

(a). The Employer, after receipt of written authorization from each employee, shall deduct the initiation fees and dues pursuant to the provisions of N.J.S. 52:14-15.9E from each Union member's paycheck due to him or her on the first pay day of each month. In addition, a Supplemental Dues payment of one dollar and fifty cents (\$1.50), effective October 1, 1986, will be deducted and transmitted in alphabetical order to the Secretary Treasurer of the Local Union within a week, but not later than the 15th of the month. The Supplemental Dues will be increased by an additional one dollar and fifty (\$1.50) effective October 1, 1987, for a total of three (\$3.00) per month as a Supplemental Dues payment. Any member who does not receive a pay check on the first pay day of the month shall have these deductions made from the first pay he receives in the month. Dues not already deducted for the current month must be deducted from the last pay check of a Union Member when he leaves the employ of the Employer or is discharged. The Employer agrees to forward the full name and address of any employee for whom initiation fees are deducted. The Employer agrees to notify the Union weekly when members are discharged, granted leaves of absence, leave the employ of the Employer for any reason whatsoever.

(b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication received prior to the month in question certified to the Employer by the Secretary-Treasurer of the Union of monthly dues and the proper amount of initiation fee and any arrearage of dues owed. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

(c). The Employer agrees to notify the Union in the event dues for the employee cannot be deducted from the designated wages and the reason thereof.

Section 3(a). Representation Fee

(a) If an employee does not become a member of the Union during any membership year (July 1 to the following June 30) which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to off-set the employee's per capita cost of services rendered by the Union as majority representative.

(b) Prior to the beginning of each membership year, the Union will notify the employee in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.

In order to adequately off-set the per capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues,

initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law.

(c) 1. Once during each membership year covered in whole or in part by this agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2. below the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. The Employer will deduct the representation fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the second paycheck paid after receipt of the aforesaid list by the Employer.

3. If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. The Union will notify the Employer in writing of any changes in the list provided for in paragraph 1, above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

6. Teamster Local 11 shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6 and membership in Teamster Local 11 shall be available to all employees in the union on an equal basis at all times. In the event Teamster Local 11 fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making such deductions.

Section 4. It is agreed that, during the terms of this agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone or participate in any strike, (or threats thereof), slowdown, stoppage of work, boycott, picketing, willful failure to report for work, or willful interference with production, transportation or distribution, and that there shall be no lockout of employees by the Employer.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall immediately order any of its members who participate in such action back to their jobs, forward

copies of such order to the Employer, and use every means at its disposal to influence the employees to return to work.

Any employees failing to report back to work within twenty four (24) hours of the strike, slowdown, stoppage, boycott or picketing or failing to cease engaging in any of the above conduct will be subject to discipline by the Employer. Discipline may include the loss of seniority or discharge.

### ARTICLE 3. GRIEVANCE PROCEDURES

Section 1. A grievance shall be a claim by the employee that as to him, he has been harmed by the interpretation or application of the agreement.

Section 2. A grievance to be considered under this procedure must be initiated in writing within ten (10) calendar days from the time when the cause of the grievance occurred and the procedures following shall be resorted to as the said means of obtaining adjustment of the grievance.

#### Section 3. Procedure

(a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

(b) The grievance, when it first arises, shall be taken up orally between the employer, the Shop Steward and the Supervisor. The Supervisor shall within five (5) working days thereafter give an oral or written answer to the grievance.

(c) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and within five (5) days the Shop Steward shall serve the same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the Director of the Department and a representative of the Union. A written decision shall be given the Union within five (5) working days thereafter.

(d) If the decision given by the Director of the Department to the Union does not satisfactorily settle the grievance, the Union shall notify the Township Manager in writing within five (5) working days of its desire to meet with the Township Manager, who shall meet with the representative of the Union within five (5) working days after receipt of such notice by the Township Manager. A written decision shall be given to the Union within five (5) working days thereafter, except this time period may be extended by mutual agreement.

(e) In the event the grievance is not satisfactorily settled by the meeting between the Department Head and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Mediation Service to aid them in the selection of an Arbitrator, according to the rules and regulations of the Service who shall have full power to hear and determine the dispute; and the Arbitrator's decision shall be final and binding.

Section 4. The Arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from, the provisions of this agreement. No dispute arising out of any question pertaining to the renewal of this agreement shall be subject to the arbitration provisions of this agreement.

Section 5. The cost of the Arbitrator shall be shared equally by the Employer and the Union.

#### ARTICLE 4. SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees, names and dates of employment from date of last-hire on a system-wide basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employees, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

Section 1(a) System entity shall prevail. In the event of a temporary absence or shortage of personnel, the Employer shall fill the same in the following manner:

(a) The Employer will fill the vacancy from the lesser classification with the highest seniority qualified man from the same system.

(b) If no replacement is available in the lesser classification, the Employer shall select from the system a man of higher classification with least seniority.

(c) If no qualified employees are available within the system, replacement will be sought from other departments.

Section 2. Other than seasonal and part-time employees, new employees retained beyond the probationary period shall be considered regular employees and their length of service with the Employer shall begin with the original date of their employment and their names placed on the Seniority List. Such Seniority List shall be kept up to date with additions and subtractions as required.

#### Section 3. Probationary Period

(a) The first ninety (90) days of employment for all new employees shall be considered a probationary period. It is further agreed that the Employer may request an extension of this probationary period for up to (2) additional ninety (90) day periods which extensions will not be unreasonably denied by the union.

(b) During the aforementioned periods, the Employer may discharge such employee for any reason whatsoever. An employee discharged during his probationary period shall not have recourse to the grievance procedure as set forth in this agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

#### Section 4. Job Vacancies, New Jobs Created

(a) If new jobs are created or if vacancies occur in a higher rated position, the Employer will determine the qualifications required for the position.

(b) The Employer agrees to post a notice of such new job or vacancy on the bulletin board for a period of three (3) working days. Such notice shall contain a description of the job, the rate and when on or about the job will be available. Unit employees interested, in order to be eligible, must apply in writing to the Personnel Office. All employees are eligible to bid. Lateral and down bidding will not be considered, however, the Employer may waive this prohibitive position in case of health problems and special circumstances.

(c) The Employer shall determine which, if any, of the unit applicants meet the qualifications. The most senior of those determined by the Employer to meet the qualifications shall be deemed to be the successful bidder. If an employee is disqualified with the determination of the Employer, he may institute a meeting with the Department Head within three (3) calendar days after notification of the selection is made. If a bidder is a successful applicant he will be notified in writing of this appointment.

(d) Any employee so selected to fill such job shall be required to serve a probationary period of up to six (6) months. It shall be determined by the Employer at any time after the first ten (10) calendar days of the probationary period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted. The employee shall resume his former position or a position equivalent thereto. The employee shall receive the rate for the job as of the day he begins his new probationary period, such rate will be equal to or greater than the next increment in a lower scale position.

(e) The Employer shall establish the hourly rate for any new or materially changed job title falling in the scope of the bargaining unit and shall notify the Union in writing. If the Union files a written protest, the Union and Employer shall jointly study the new or changed job title and its relationship to the other job titles in the Employer's system on the basis of factors and procedures customarily used in job evaluation programs and shall determine the appropriate hourly rate accordingly.

#### Section 5. Force Reduction

(a) The Employer agrees that it will not engage any new employees in the unit unless all of the regular full-time employees are working the scheduled hours as noted in this agreement.

(b) In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer, however, no employee assigned to and performing the duties of a classification which is above that of Laborer shall be laid off unless an employee who is retained is qualified to perform the duties of that classification. The employee with the least seniority shall be laid off first and in rehiring the reverse principle shall apply, namely, the last employee laid off shall be the first to be rehired.

(c) In the event of a reduction in the number of persons in a job classification or of the abolishment of a job classification, the displaced employee may bump into a classification first which carries the same rate of pay, secondly into a classification carrying a lesser rate of pay.

(d) Notice of any impending lay-off shall be placed upon the bulletin board seventy-two (72) hours prior to the lay-off.

(e) An employee's seniority shall cease under the following conditions:

1. Resignation
2. Retirement
3. Termination for cause
4. Failure to report or return from vacation or sick leave totally in sequence five days of unexcused absence without notifying the Personnel Officer by the 3rd day of such absence.
5. Failure to report for work on recall from lay-off no later than the regular shift beginning on the fourth working day following the date of the receipt accompanying the notice mailed by certified mail to the last known address of the employee contained in the Personnel files.
6. Lay-off of more than twelve (12) consecutive months.

(f) The provisions of this Article shall be subject to the Equal Employment Opportunity Act of 1972.

#### ARTICLE 5. HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be from Monday to Friday both inclusive, and shall comprise five (5) days of eight (8) hours each except for those Sanitation Workers assigned to the mini-dump whose work week shall be Tuesday to Saturday inclusive and shall comprise five (5) days of eight (8) hours each.

Section 2. Any work performed beyond eight (8) hours in any one day of the normal work week shall be considered overtime and be compensated for at one and one-half (1½) times the regular hourly rate of pay provided the employee has been in a pay status for the preceding 40 hours of the work week. Any work performed beyond sixteen (16) hours in any one day of the normal work week shall be compensated for at two (2) times the regular hourly rate. Any work performed on the 7th day of employee's normal work week shall be compensated for at the rate of two (2) times the regular hourly rate of pay provided the employee has been in a pay status for the preceding 48 hours of the work week.

Section 3. Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked but such overtime payment shall not apply to any of the hours of the normal shift.

Section 4. The Employer shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thurs-



day of that week only if such Saturday or Sunday work is scheduled prior to the end of the shift on Thursday of that week. Nothing contained in this paragraph shall be construed to be a guarantee of overtime if such is scheduled nor shall the right of the Employer to cancel such scheduled overtime be limited.

Section 5. In the event an employee reports for his regularly scheduled work shift without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hours pay at his regular rate of pay.

Section 6. Overtime shall be distributed as equitably as practical among the employees qualified and capable of performing the work available, except that a man/w shall not be removed from a job he has been performing on that day in order to provide such equitable distribution of overtime.

Section 7. In the event an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to a minimum of four (4) hours overtime rate. An employee on contract is expected to return in a reasonable period of time, except for extenuating circumstances beyond his control. The Animal Control Officer is exempt from this provision, Article 5, Section 7.

Section 8. Except in cases of emergency or in the event of performance on an assigned job, no seasonal or part-time employee shall perform in excess of forty (40) hours per week the duties of the employees in the bargaining unit unless such overtime is refused nor shall seasonal or part-time employees be hired or retained if regular permanent employees are on a temporary lay-off due to a reduction in force.

Section 9. Employees shall be granted no more than one (1) fifteen (15) minute coffee break in the morning, 9-11 A.M. and no more than one (1) fifteen (15) minute coffee break in the afternoon, 2-3 P.M., without loss of pay. Such coffee break time relates to total time away from the job (job site).

Section 10. When an employee is required to work in excess of ten (10) hours or more, he shall be granted a second one-half ( $\frac{1}{2}$ ) hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half ( $\frac{1}{2}$ ) hour lunch period at no loss of pay for each five (5) hours over the above mentioned ten (10) hours. All lunch periods relate to total time away from the job (job site). In addition, an employee who has worked ten (10) straight hours will be entitled to a supper allowance of up to seven (\$7.00) dollars upon presentation of a receipt to the Employer.

Section 11. In the event an employee is temporarily transferred to a higher pay classification and performs the duties of that classification, he shall receive the rate of pay for the higher classification, such rate will be equal to or greater than the next increment in the lower position scale for the period of time during which he is so transferred and so performs the duties of the higher rated classification. Any employee temporarily transferred to a lower pay classification shall suffer no reduction in pay.

Section 12. Those appointed as leadmen by the Superintendent of Public Works or appropriate Department Head in writing shall receive a 10% pay differential for such period.

Section 13. Supervisors will not normally perform work performed by members of the bargaining unit, except in an emergency or for training, if such performance deprives the employee of the opportunity of working in a higher-rated job.

#### ARTICLE 6. HOLIDAYS

Section 1. The Employer guarantees to all employees in the bargaining unit, the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, although no work is performed on such days provided said employees are in a pay status the day preceding and the next following such holiday.

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day and Friday
Municipal Township-wide	after Thanksgiving Day
Election Day	Veterans Day
Memorial Day	Christmas Day

Section 2. Employees who work on any of the above holidays shall be paid for such work at two and one-half (2½) times the employee's regular rate which shall include the holiday pay. Definition: Unless otherwise specified within this contract, an employee shall be entitled to two and one-half (2½) times his or her normal rate of pay for any work performed on a holiday. A holiday is defined as the twenty-four hour period beginning at 12:01 a.m. and ending at 11:59 p.m.

Section 3. If a holiday falls on a Saturday or Sunday, it may be celebrated and/or compensated accordingly on the day preceding or the day following such holiday at the discretion of the Employer.

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive pay for the same or an additional day of vacation at the discretion of the Employer. If the employee is required to forfeit such holiday falling within his vacation period, he shall have the right, upon advance notice to the Employer, to refuse holiday pay and to take a work day off not during his vacation period.

#### ARTICLE 7. VACATIONS

Section 1. The Employer agrees to grant all employees within the bargaining unit, effective January 1, 1988, vacation with pay in accordance with the following schedules:

<u>Years of Service</u>	<u>Annual Vacation Leave</u>
On initial employment through first year	One (1) day per full month of service not to exceed 10 days that year.
Two (2) through five (5) years	One (1) day per full month of service that year.
Six (6) through ten (10) years	One (1) and one quarter (1.25) day per full month of service that year.
Eleven (11) through Fifteen (15) years	One (1) and one half (1.50) day per full month of service that year.
Sixteen (16) through Twenty (20) years	One (1) and three quarters (1.75) day per full month of service that year.
Twenty-one (21) years and over	Two (2) days per full month of service that year.

Section 2. Vacations shall be granted in accordance with the following conditions:

(a) Assume an employee starts August 13, 1988 At the end of one year or the last day of the anniversary month, August 31, 1989 he is entitled to ten (10) working days vacation which could be taken as of September 1, 1989. However, if the employee wishes, he may take one (1) week's vacation after having completed six (6) months of service and the remaining five (5) days at the end of this twelve (12) month period.

(b) Following the basic period, initial year of service, vacation entitlement will be posted as of the last day of each month.

(c) Following the basic period, initial year of service, vacations may be taken in year earned, but not to exceed that number of days earned at time of vacation.

(d) Earned vacation may be accumulated up to two (2) years of vacation credits.

Section 3. Vacation leave shall not be taken in less than one (1) day increments unless permission is granted by the Department Head or the Township Manager.

Section 4. Employees separated in good standing who have no more than two (2) years of permissible leave to their credit at the time of separation shall be paid the salary equivalent to accrued vacation leave.

Section 5. Vacation time accumulated is forfeited if at least seven (7) days notice of intention to terminate employment is not given in writing by the employee to the appropriate Department Head. All or part of this requirement may be waived by the Township upon approval of the Department Head and the Township Manager.

Section 6. Vacations may be taken at any time and in any accumulated amount on application by the individual to the respective supervisor, subject to the operational needs of the respective and affected department. Senior employees shall be given preference on the selection of vacation periods falling between April 1 and October 1, inclusive. In March of that year, authorization lists as to current accumulation will be posted within the respective department. Such individual will be eligible to bid for the prime vacation period as mentioned above. Bids to be filed by March 31 or seniority rights forfeited for that year. The supervisor shall assign vacations considering operational needs and seniority of the bidding employees.

#### ARTICLE 8. LEAVES

##### Section 1. Leave of Absence Without Pay

Upon making timely application, employees may apply to the Employer for a leave of absence without pay for a period not exceeding ninety (90) days without loss or adjustment of seniority rights. However, employees shall deposit with the Township funds to cover continuation of cost of all Employer contributions to Welfare and Pension benefits to include the Public Employees Retirement System for said period of leave of absence.

##### Section 2. Paid Sick Leave

(a) One (1) day paid sick leave per month shall be authorized to all employees and same shall be cumulative from year to year to a maximum of one hundred and ten (110) days. Such sick leave next preceding or next following a holiday or vacation must be substantiated by a doctor's certificate.

Upon retirement or death after ten (10) years of service, the employee or his survivor will receive full payment for any unused accumulated sick leave up to one hundred and ten (110) days computed on the basis of final wages. For the purpose of this Section, retirement date shall be the date established by the Public Employees Retirement System. Deferred Retirement Benefit shall not count as retirement for the purposes of this Section. Any employee who is eligible to retire shall give at least 12 months notice to the Employer if they desire a lump sum payment for accumulated sick leave, otherwise payment will be made in twelve (12) equal monthly installments. The Employer shall have forty five (45) days from receipt of the employee's formal Notice of Retirement Approval to make final computations

of amount due. No payment under this Section shall affect, either by increasing or decreasing, any pension or retirement benefit due the employee.

(b) Whenever deemed necessary, an employee using sick leave may be required to present medical verification of the cause for use of such sick leave.

### Section 3. Bereavement Leave Pay

Employees may be granted not to exceed five (5) days off with pay at the employee's straight time rate in the event of the death of the employee's spouse or child, living at home. Employees shall be granted not to exceed three (3) days for any other member of the immediate family defined as parent, parent-in-law, sister, brother or child, not living at home. Employees shall be granted one (1) day off, the day of the funeral, without loss of pay, for the funeral of sister-in-law, brother-in-law, grandparent, grandchild. The Employer reserves the right to verify the legal relationship of the family member to the Employee.

### Section 4. Jury Duty

An employee who is called for jury duty shall be paid his regular straight time rate of pay in addition to jury duty pay, upon presentation of proper evidence of jury service. However, the employee shall be required to give prior notice to the Employer of his call for jury duty and shall be required to report to work if dismissed from jury duty on any day prior to 12 o'clock noon.

### Section 5. Personal Day

Each employee shall be entitled to one personal day per calendar year. Personal days shall not be used in conjunction with holidays, vacation, sick, bereavement or any other time off and shall not accumulate from year to year. The employee in order to use his or her personal day must give at least five (5) working days notice to his/her Department Head and receive approval in advance before taking such personal day.

## ARTICLE 9. VETERANS RIGHTS AND BENEFITS

As specified by appropriate Federal and State statutes.

## ARTICLE 10. WELFARE AND PENSION BENEFITS

Section 1. The Employer agrees to provide all employees within the bargaining unit with the following coverage equal to existing insurance coverage effective January 1, 1988.

- (a) Traditional Basic Health Care Coverage
  - (1) Program Components
    - Hospitalization Coverage with Garden State Hospitalization Plan.
    - Major Medical Insurance with Connecticut General (medical/surgical).
  - (2) Cost
    - No cost to employee. Township pays the entire

cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.

- (b) Health Maintenance Organization
  - (1) Rutgers Community Health Plan, U.S. Health Care
  - (2) Cost  
In accordance with the appropriate state statutes, the Employer pays the same amount toward the cost of the premium of the alternative HMO as it does to the Traditional Plan for the same coverage code (i.e. employee only, parent/child(ren), family). Any additional costs for the HMO will be paid by the employee through payroll deductions.
- (c) Prescription Drug Program  
P.C.S. - Pharmaceutical Card System, Inc.  
Cost: Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.
- (d) Dental Program  
Connecticut General  
Cost: Township pays the entire cost of the premium for the coverage code (i.e. employee only, family) for which the employee is eligible and enrolls.
- (e) Optical Program  
Township will reimburse employee \$50.00 per annum effective July 1, 1988.

Section 2. Payment of a temporary Disability Income Protection Plan is based upon present policy of equivalent shares to be paid by Employer and employee.

Section 3. The Township agrees to provide the following clothing and maintenance allowance during the term of this agreement, which shall be paid no later than April 15th of each year:

First Year 1988	\$250.00 Clothing Allowance \$175.00 Maintenance Allowance
Second Year 1989	\$250.00 Clothing Allowance \$175.00 Maintenance Allowance
Third Year 1990	\$250.00 Clothing Allowance \$175.00 Maintenance Allowance

(a) In addition, the Employer agrees to provide up to \$50.00 per year for the purchase of safety shoes. In the event of damage or wear and tear to such shoes, the employee will be provided with an additional pair as required upon presentation of the damaged shoes.

(b) The Township will provide gloves, boots, rain gear and hats as required.

(c) The Township has adopted a uniform policy which requires uniforms to be worn by all employees in the bargaining unit or the employees shall be required to leave work without pay unless extraordinary reasons are present. In addition, accumulative discipline may be meted out in the event of failure to comply with the uniform policy.

(d) Other protective clothing and equipment which in the opinion of the Employer is necessary to perform his job.

(e) Shields or goggles. Employees who habitually wear prescription glasses will not be required to operate machinery or other devices where safety glasses are normally required unless they can adequately be protected by the provided safety shields or goggles.

(f) Any employee failing to use the safety equipment provided will be subject to disciplinary action.

#### ARTICLE 11. WORK SCHEDULE

The following work schedule is subject to mutual agreement upon seasonal adjustment. See Addendum B. for Animal Control work hours.

8:00 A.M. to 4:30 P.M.	Roads, Water, Parks, Maintenance Facility
7:00 A.M. to 3:30 P.M.	Sanitation less Mini Dump
7:00 A.M. to 3:30 P.M.	Custodian
Tuesday-Friday 12:00 noon to 8:30 P.M.	Mini Dump
Saturday 9:00 A.M. to 4:00 P.M.	Mini Dump
4:00 P.M. to 12:00 Midnight	Night Maintenance

Saturday work for those regularly assigned work with the Mini Dump shall be compensated for at the rate of one and one-half (1½) times the regular hourly rate. Night work for those assigned to Night Maintenance shall receive a differential of 5% non-supervisory, 10% supervisory. Those employees not normally at a supervisory level but assigned to that level temporarily shall receive a 10% supervisory differential when said assignment is formally made.

#### ARTICLE 12. DISCHARGE

An employee shall not be discharged except for just and sufficient cause, except that newly engaged employees on probation status shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any employee, except the probationary employee, at the time of such discharge and such notification shall set forth the reason for said discharge.

ARTICLE 13. GENERAL

Section 1. It is agreed that the parties hereto will continue their practice of not discriminating against any employee because of race, sex, color, creed, religion, nationality and further, that no employee shall be discriminated against or interfered with because of political affiliation, legal Union activities or Union membership or any agreement or enter into any understanding inconsistent with or conflicting with the terms of this agreement nor shall the Union or any member of the bargaining unit request the Employer or his agents to make or be requested to make any agreement or to enter into any understanding inconsistent with or conflicting with the terms of this agreement.

Section 2. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

ARTICLE 14. CLASSIFICATION AND WAGE RATES

Section 1. All persons covered by this agreement as of July 1, 1988 shall be listed in Schedule A in the appropriate classification. In addition, their rate of pay as of July 1, 1988 shall be set forth thereon.

Section 1(a). Any employee who is not at maximum shall receive the step increase as of July 1, 1988 and again July 1, 1989. If an employee only needs a partial to receive maximum in the year 1989 that is all that said employee shall receive.

Effective July 1, 1988

	<u>B.</u>	<u>C.</u>	<u>D.</u>	<u>E.</u>	<u>F.</u>
Animal Control Worker (35 Hr.)	5.79	6.51	7.21	7.91	8.71
Custodian, Pub. Wks. Helper	5.65	6.51	7.01	8.06	8.87
Laborer, PMW I; Wtr. Rdr. Reader	6.07	7.01	7.93	8.87	9.76
Dispatcher, PMW II; Animal Handler	6.36	7.30	8.23	9.44	10.39
Truck Driver; PMW III; Sr. Custodian	7.22	8.16	9.08	10.03	11.02
Equip. Operator; Water Maintenance; Mechanic, Sr. PMW; Animal Control Off.	7.80	8.74	9.66	10.60	11.67

Effective July 1, 1989

	<u>B.</u>	<u>C.</u>	<u>D.</u>	<u>E.</u>	<u>F.</u>
Animal Control Worker (35 Hr.)	6.08	6.84	7.57	8.31	9.15
Custodian, Pub. Wks. Helper	5.93	6.84	7.36	8.46	9.31
Laborer, PMW I; Wtr. Rdr. Reader	6.37	7.36	8.33	9.31	10.25



	<u>B.</u>	<u>C.</u>	<u>D.</u>	<u>E.</u>	<u>F.</u>
Dispatcher, PMW II; Animal Handler	6.68	7.67	8.64	9.91	10.91
Truck Driver; PMW III; Sr. Custodian	7.58	8.57	9.53	10.53	11.57
Equip. Operator; Water Maintenance; Mechanic, Sr. PMW; Animal Control Off.	8.19	9.18	10.14	11.13	12.25
<u>Effective July 1, 1990</u>					
	<u>B.</u>	<u>C.</u>	<u>D.</u>	<u>E.</u>	<u>F.</u>
Animal Control Worker (35 Hr.)	6.38	7.18	7.95	8.73	9.61
Custodian, Pub. Wks. Helper	6.23	7.18	7.73	8.88	9.76
Laborer, PMW I; Wtr. Rdr. Reader	6.69	7.73	8.75	9.78	10.76
Dispatcher, PMW II; Animal Handler	7.01	8.05	9.07	10.41	11.46
Truck Driver; PMW III; Sr. Custodian	7.96	9.00	10.01	11.06	12.15
Equip. Operator; Water Maintenance; Mechanic, Sr. PMW; Animal Cont. Off.	8.60	9.64	10.65	11.69	12.86

Effective July 1, 1988 those employees not at maximum will receive a step increase.

### Section 2. Longevity

In addition to the wage increase, employees shall receive longevity in accordance with the following schedule effective July 1, 1988.

After six (6) years to ten (10) years .... Maximum of \$530.  
 Eleven (11) years to fifteen (15) years .... Maximum of \$695.  
 Sixteen (16) years to twenty (20) years .... Maximum of \$860.  
 Twenty One (21) years plus .... . . . . . Maximum of \$1025.

Said longevity shall not be construed to be part of any wage increase and shall not be added into base wages. Said longevity payments will be divided evenly amongst the 26 pays occurring from July 1, 1988 through June 30, 1991 and will occur thereafter in accordance with this schedule.

Schedule 2(a). Each year of the contract said employees will receive their longevity.

Section 2(b). Any employe who is not at maximum shall receive his longevity if he is entitled to it plus wage increases.

## ARTICLE 15. SAFETY AND HEALTH

Section 1. The employer shall at all times endeavor to maintain safe and healthful working conditions, and to provide

employees with tools and devices to promote the safety and health of said employees.

The determination as to the number, extent and need for any such tools or devices shall be within the discretion of the safety committee and the Township insurance company representatives and not subject to the grievance procedure. Any employee failing to use safety equipment provided will be subject to disciplinary action.

Section 2. The Employer and Union shall designate a safety committee member. It shall be their joint responsibility to investigate and recommend the correction of unsafe and unhealthy conditions. They shall meet periodically, as necessary, to review conditions.

#### ARTICLE 16. INJURY ON DUTY

Section 1. When an employee is disabled and unable to work because of an injury or illness arising out of the course of this employment, he shall be granted an injury leave with full pay for a period up to thirty (30) calendar days, provided such an employer:

- (a) Files an accident report within 48 hours or the next working day, whichever is later.
- (b) The accident can be established to direct job relationship.
- (c) Either the employee submits a doctor's certificate for a period of confinement for less than two (2) weeks or the employee qualifies for Workers Compensation.
- (d) The accident is NOT established to be the complete negligence of the employee.
- (e.) Only when the above conditions have been met may the employee not have such absence charged against his accrued sick leave.

Section 2. Payments made as Workers Compensation Insurance from any source to an employee while on injury leave shall be deducted from the amount to be paid the employee by the Township during each period he is carried on the Township payroll.

#### ARTICLE 17. TRAINING

Section 1. The Employer shall reimburse the employee for tuition costs for training courses taken by the employee when such courses are authorized by the Employer in advanced enrollment and are determined by the Employer to be of benefit to the Township.

Section 2. Such training courses shall be taken on the employee's own time unless otherwise authorized by the Township Manager and reimbursement shall be made to employees after proof of successful completion of such approved course.

#### ARTICLE 18. SEVERABILITY

Section 1. The parties acknowledge that, during negotiations which result from this agreement, each had the unlimited right

and opportunity to make demands and proposals with respect to any subject or material not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Section 2. Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision.

ARTICLE 19. EDUCATIONAL FUND

The Employer agrees to contribute one cent (1¢) per hour to Teamster Local 11 Educational Fund for each hour the Employee works up to a maximum of 2,080 annually. Such Fund is to be administered in accordance with the Local 11 Welfare Plan Trust Agreement by an equal number of employer and employee transfers.

ARTICLE 20. SUPPLEMENTAL BONUS

The Employer agrees to pay to each employee in the bargaining unit, who received pay for at least ten (10) days in the previous month, a monthly supplemental bonus of Seven Dollars and Fifty Cents (\$7.50) which will be payable on the first pay day of each month, effective as of October 1, 1988. If the Employee does not receive a pay check on the first pay day of the month, the bonus will be paid on the first pay he receives in the month. This monthly bonus will be further increased by an additional Seven Dollars and Fifty Cents (\$7.50) effective October 1, 1990.

ARTICLE 21. DURATION OF AGREEMENT

This agreement shall become effective July 1, 1988 and shall continue in full force and effect through June 30, 1991.

This agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing no sooner than one hundred (120) days prior to the expiration date to change or modify or terminate this agreement.

IN WITNESS WHEREFORE, the parties hereto have caused these presents to be signed by their duly authorized officers.

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA, LOCAL NO. 11  
BY [Signature]

TOWNSHIP OF FRANKLIN  
By: \_\_\_\_\_  
Mayor  
Attest: \_\_\_\_\_

and opportunity to make demands and proposals with respect to any subject or material not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the employer and the Union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Section 2. Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision.

ARTICLE 19. EDUCATIONAL FUND

The Employer agrees to contribute one cent (1¢) per hour to Teamster Local 11 Educational Fund for each hour the Employee works up to a maximum of 1,080 annually. Such Fund is to be administered in accordance with the Local 11 Welfare Plan Trust Agreement by an equal number of employer and employee transfers.

ARTICLE 20. SUPPLEMENTAL BONUS

The Employer agrees to pay to each employee in the bargaining unit, who received pay for at least ten (10) days in the previous month, a monthly supplemental bonus of Seven Dollars and Fifty Cents (\$7.50) which will be payable on the first pay day of each month, effective as of October 1, 1988. If the Employee does not receive a pay check on the first pay day of the month, the bonus will be paid on the first pay he receives in the month. This monthly bonus will be further increased by an additional Seven Dollars and Fifty Cents (\$7.50) effective October 1, 1990.

ARTICLE 21. DURATION OF AGREEMENT

This agreement shall become effective July 1, 1988 and shall continue in full force and effect through June 30, 1991.

This agreement shall automatically renew itself from year to year thereafter, unless either of the parties is given notice in writing no sooner than one hundred (120) days prior to the expiration date to change or modify or terminate this agreement.

IN WITNESS WHEREFORE, the parties hereto have caused these presents to be signed by their duly authorized officers.

TOWNSHIP OF FRANKLIN

By: \_\_\_\_\_

Mayor

Attest:

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN  
AND HELPERS OF AMERICA, LOCAL NO. 11

By: \_\_\_\_\_  
Lawrence V. [unclear]  
[unclear]

ADDENDUM B.

ANIMAL CONTROL OPERATIONS

- A. Animal Control Officer is a 40 hour per week operation, however, same will be scheduled for 35 hours only with no loss of pay in order to accommodate emergency call-ins.
- B. Animal Control Officer overtime shall be accumulated after 40 hours of work in one week on an actual hour worked basis.
- C. Animal Control Officer overtime shall be computed at 1½ times normal rate of pay except on holidays when same will be computed at 2½ times the normal rate for time in excess of 40 hours.
- D. Animal Control Officer shall be exempted from Article 5, Section 7 of this contract.
- E. Animal Control Officer will be credited with a minimum of two (2) hours of work whenever called in.
- F. Animal Control Helper is a 35 hour per week operation, MS-3 Level.

ADDENDUM D  
SUPPLEMENTAL BONUS

The Supplemental Bonus shall be paid by the employer for the months worked in the preceding year, beginning October 1, 1988, by September 30, or the last paycheck of that year.

This shall commence with the last pay period of September, 1989.

REC'D NOV 22 1985