

AGREEMENT BETWEEN  
TEAMSTERS LOCAL 125 and  
THE BOROUGH OF FRANKLIN

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PREAMBLE

AGREEMENT made this 27<sup>th</sup> day of September 2022 by and between THE BOROUGH OF FRANKLIN, in the County of Sussex, New Jersey (hereinafter referred to as the "Borough") and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 125 (hereinafter referred to as the "Union").

WHEREAS, it is the desire of the parties to enter into a labor agreement to implement the matters herein contained and negotiated;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Borough and the Union agree as follows:

ARTICLE 1 RECOGNITION

The Borough recognizes the Union as the exclusive bargaining representative for the purpose of collective negotiations with respect to all negotiable items of employment with respect to all full-time blue collar public works employees regularly employed by the Borough of Franklin including foreman, general laborers, mechanics and custodians.

Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include male and females.

ARTICLE 2. UNION SECURITY

The Borough agrees it will give effect to the following form of Union Security. 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.

It is agreed that at the time of hire, newly hired employees, who fall within the bargaining unit, will be informed by the Union they have the chance to join the Union thirty-one (31) days thereafter.

The Borough will notify the shop steward of any newly hired employees within fifteen (15) days of their starting date.

### ARTICLE 3 CHECK-OFF

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52: 14-15 9(e) as amended.

B. A check-off shall commence for each employee upon completion of his/her probation period who signs an authorization card, supplied by the Union and verified by the Borough Clerk or their designee during the month following the filing of such card with the Borough.

C. The Borough shall remit the amounts deducted to the Union monthly, on or before the fifteenth (15th) of the month following the month in which such deductions were made. The Union shall advise as to the number of pay periods from which the dues and initiation fees shall be deducted.

D. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish the Borough an official notification on the letterhead of the Union and signed by the president of the Union advising of such changed deductions.

E. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms to the Borough Clerk or his/her designees.

F. The Union agrees to indemnify and hold the Borough harmless against any liability, cause of action or claims of loss whatsoever arising as a result of said deductions.

G. The Borough agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Borough of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any other than a week in which the employee earned a wage. The Borough shall transmit to DRIVE National Headquarters on a monthly basis, in one check and the total amount deducted along with the name and social security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Borough annually for the employer's actual cost for the expenses incurred in administering the weekly payroll plan.

ARTICLE 4      PROBATIONARY PERIOD

- A.      All employees hired during the term of this Agreement shall serve a probationary period of ninety (90) calendar days. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.
- B.      The Borough shall not use this provision for the purpose of evading any other benefit that an employee is entitled to under this Agreement.
- C.      Upon completion of the probation period, the Employee's original date of hire shall be used for determining his length of service with the Borough.
- D.      The Borough reserves the right to extend the probationary period for an additional sixty (60) days of evaluation, at its discretion.

ARTICLE 5      SENIORITY

- A.      Seniority is defined as employment based on the length of continuous service with the Borough from the date of hire within the Department of Public Works.
- B.      A seniority list shall be made available to the Union once a year, on or before February 1st, showing the date of hire or last date of rehire of all employees in the bargaining unit.
- C.      Promotions will be determined by skill and ability, if equal seniority shall prevail.

ARTICLE 6      LAYOFFS

- A.      Seniority shall prevail for layoff and recall. The person or persons last hired shall be the first to be laid off. Employees who are laid off will be eligible for recall up to a maximum of one (1) year from date of layoff. Employees shall be recalled in the reverse order of their layoff provided that the employee report for duty within one (1) week of this notice of recall which shall be by regular and certified return receipt mail, addressed to the employee's latest address in the Borough's files, a copy of which shall be mailed to the union.

ARTICLE 6      RETENTION OF BENEFITS

A.      Except as otherwise provided herein, all working conditions under which the Employees are presently operating shall be maintained and continued by the Borough during the term of this Agreement. Current conditions shall also be maintained during the period when the agreement has expired until a new agreement is in effect. The Borough may only change these working conditions after meeting and conferring with the union and negotiating the impact of any proposed change on the members.

B.      The provisions of all municipal ordinances and resolutions pertaining to the Employees, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in the Agreement as if set forth herein at length. Should any Borough ordinance or resolution contain a richer benefit than provided for in this agreement the Employees covered by this agreement shall enjoy the richer benefit.

ARTICLE 7      BULLETIN BOARDS

A. The Borough agrees to provide one (1) bulletin board at the work location of the bargaining unit employees for the exclusive use of the Union to post notices and other Union information. Only information pertaining to Union business shall be posted on the bulletin board.

ARTICLE 8      JOB POSTING/BIDDING

A.      When in the sole judgment of the Borough, a need exists to fill a vacancy, the vacancy shall be posted on the bulletin board for a period of fourteen (14) days and shall contain the title of the job, the hourly rate of pay, and the hours of work.

B.      Provisions for employees who are on leave of absence or sick leave to participate in bidding on such jobs shall be made by the Borough. Promotions will be determined by skill and ability, if equal seniority shall prevail.

C.      If he/she qualifies in the opinion of the Borough for the job for which he/she has bid, he/she shall be assigned to that job and he/she shall be paid at the rate of that job for all hours worked from the date on which he/she began his trial period.

D.      If at any time during the six (6) month trial period the Borough concludes that the employee is not qualified, he/she shall thereupon be regarded as having failed to qualify and shall revert to his/her former job at the appropriate rate of pay for the position the return to.

E.      All promotions will be subject to an interview and evaluation process for all applicants regardless of seniority. Upon completion of this evaluation the Public Works Director will made a recommendation to the Borough Administrator and Borough Personnel Committee.

F.      Final promotional decision is subject to the confirmation and approval of the Governing Body.

ARTICLE 9 VISITATION

A. A. Provided the Borough is notified upon arrival, a duly authorized Representative of the Union, shall be admitted on the premises of the Borough on Union business, concerning the enforcement and applicability of this Agreement and all terms and conditions of employment. Such visits are not intended to unduly interfere with the duties of the employees.

ARTICLE 10 SHOP STEWARD

A. The Borough recognizes the right of the Union to designate one (1) employee who shall be the Shop Steward. The Borough also recognizes the right of the Union to designate alternate Stewards to act in the absence of designated Shop Stewards. The Shop Steward can raise with the Borough any questions concerning the enforcement and applicability of this Agreement and all terms and conditions of employment. The Union shall furnish the Borough in writing the names of the Shop Stewards.

B. The aforementioned Shop Steward or their Alternate shall be granted reasonable time with pay during working hours to investigate and seek to settle grievances and to attend all meetings and conferences on collective negotiations when such meetings or conferences are scheduled. The Shop Steward may be present whenever the Borough meets with an employee to administer or investigate discipline at the discretion of the employee.

C. A Shop Steward shall be a member of the Union covered by this agreement and elected by the members of the Union covered by this agreement or appointed by the Union according to the Union's bylaws. The Borough shall neither appoint nor recommend any candidate for either position.

D. The Shop Stewards duties shall be to see to it that the relationship between the Employees, the Borough shall be maintained on as harmonious a basis as is reasonably possible, consistent with the terms of the Agreement

ARTICLE 11 MAINTENANCE OF WORK OPERATIONS

A. During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other job action by employees covered by this Agreement. Should the Union engage in or support any strike, work stoppage, slowdown, or other job action by employees covered by this Agreement then those employees may be terminated from employment with the Borough.

B. No lockouts of employees shall be instituted or supported by the Borough during the term of this Agreement.

C. These Agreements are not intended to limit the freedom of speech of the Union or its members.



ARTICLE 12 WORK RESPONSIBILITIES

- A. The Borough recognizes that certain kinds of work are performed by members of the bargaining unit.
- B. Non-bargaining unit Employees shall not ordinarily perform bargaining unit work except for purposes of training, supervising or emergencies which shall not deprive bargaining unit members of overtime opportunities. This provision shall be intended to prevent the Borough from utilizing non-bargaining unit employees as a direct means of eliminating a job.

ARTICLE 13 SUBCONTRACTING

- A. The Borough, prior to issuance of any contract, the purpose of which is to subcontract bargaining unit work which does or may result in layoff of members of the unit, agrees to notify the Union sufficiently in advance of the final decision/action for such contract for purposes of full and complete discussion of the Borough's proposal so that the Union may present suggestions or discussions to try to avoid layoffs.

ARTICLE 14 HEALTH AND SAFETY

The Borough shall provide safe and healthy working conditions and will provide employees with the safety equipment and devices it determines are required to ensure the safety and health of the employees. Employees will abide by all applicable safety rules and will wear protective apparel that is provided by the Borough.

ARTICLE 15 GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to the problems which may arise affecting the interpretation, application or enforcement of any provisions of this Agreement, or the rules, regulatory policies, orders or practices of the Borough which affect terms and conditions of employment or involve disciplinary matters. The parties agree that this procedure will be kept as informal as may be appropriate.
- B. The term "grievance" as used herein means any controversy arising over the interpretation, application or enforcement for any provision of this Agreement or the negotiable rules, negotiable regulations, negotiable policies, negotiable orders or negotiable practices of the Borough which affect the terms and conditions of employment or involve disciplinary matters, by an individual or the Union on behalf of any individual or group of individuals.

C. Days will be interpreted as weekdays excluding holidays that the Borough is open for business to the general public.

D. In each step of progression in the grievance process, the "receipt of grievance" shall be the receipt of grievance in that step and not referring to the original grievance filing.

E. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

#### **Step 1**

a) An aggrieved employee or the Union shall institute action under the provisions hereof within fifteen (15) days of the occurrence of the grievance by filing a written grievance with the immediate Supervisor of the aggrieved employee and the Borough.

b) The immediate Supervisor shall render a written decision within fifteen (15) days after receipt of the grievance.

#### **Step 2**

a) In the event the grievance has not been resolved through Step One, then within ten (10) days following the determination of the immediate Supervisor, the matter may be submitted in writing to the Borough Administrator.

b) The Borough Administrator shall review the matter and make a written determination within ten (10) days from the receipt of the grievance.

#### **Step 3**

a) In the event the grievance has not been resolved through Step Two, then within ten (10) days following the determination of the Borough Administrator, the matter may be submitted in writing to the Governing Body.

b) The Governing Body shall review the matter and make a written determination within twenty (20) days from the receipt of the grievance.

#### **Step 4 ARBITRATION**

- a) If the grievance is not settled through Steps One, Two, and Three, the Union may refer the matter to the NJ State Board of Mediation within ten (10) days after determination by the Governing Body. An arbitrator shall be selected pursuant to the rules of the NJ State Board of Mediation.
- b) The arbitrator shall be bound by the provisions of this Agreement and past practice, and restricted to the application of the facts presented to him involved in the grievance. The decision of the arbitrator shall be binding.
- c) The costs for the services of the arbitrator shall be borne equally between the Borough and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- d) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last proceeding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

#### ARTICLE 16 SAVINGS CLAUSE

- A. 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 decisions.

#### ARTICLE 17 PERSONNEL FILES

- A. A separate personnel file shall be established and maintained for each employee covered by this Agreement. Personnel files are confidential records and shall be maintained in a suitable place.
- B. Any employee may, by appointment, review his personnel file no more than twice a calendar year. This appointment for review must be made through the Administrator.
- C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.
- D. Access to personnel files shall be limited to the employee concerned), authorized Borough personnel or as required by law.

## ARTICLE 18 RULES AND REGULATIONS

- A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.
- B. Any new policies or changes to existing policies shall be posted on the bulletin board in addition to being provided to the Union in writing.
- C. All policies and directives determined by the Borough's management, which bargaining unit employees are expected to comply with or maybe affected by, shall be provided to the Union in writing.

## ARTICLE 19 NON-DISCRIMINATION

- A. There shall be no discrimination by the Borough or the Union against employees on account of race, color, religious creed, sex, sexual orientation, national origin, disability, perception of disability, marital status, civil union status, domestic partnership status, familial status, affectional or sexual orientation, gender identity or expression, genetic information, atypical heredity cellular or blood trait, age, or any other protected status.
- B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union.

## ARTICLE 20 DISCIPLINE

- A. In the administration of this Article, the parties agree that the principle of progressive discipline shall be followed, and it shall be understood by the parties that discipline is meant to be corrective rather than punitive.
- B. The Borough has the right to discipline Employees by advising, counseling, verbal or written warnings, suspension or termination for just cause.
- C. The Borough shall issue any written notice to the employee of disciplinary action within ten (10) days of the alleged offense being committed. The Borough shall also furnish a copy of the written notice to the Shop Steward.
- D. The written notice of discipline shall have a place for the employee to sign that he/she received a copy thereof and is aware that such notice is being placed in his/her file.
- E. The employee may have Union representation for all disciplinary actions.

ARTICLE 21 UNPAID LEAVE OF ABSENCE

- A. Employees may be granted a personal leave of absence for up to six months at the sole discretion of the Administrator if the leave does not cause undue operational disruption. The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit. In exceptional circumstances, the Administrator may extend a leave of absence for an additional six months, if such extension is considered in the best interest of the Borough.
  
- B. Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. Refer to the Borough Health Benefits Policy. A personal leave is granted with the understanding that the employee intends to return to work for the Borough. If the employee fails to return to work within five business days after the expiration of the leave, the employee shall be considered resigned.

ARTICLE 22 FMLA

- A. Employees shall be entitled to leave pursuant to the Federal Family Medical Leave Act and/or the New Jersey Family Leave Act. Employees may be required to use their earned or accrued vacation as part of this leave.

ARTICLE 23 DISABILITY

- A. Any employee who shall become disabled by reason of illness or injury other than a job-related illness or injury, and who is unable to perform his/her usual duties or duties to which his/her supervisor may assign, shall be entitled to collect benefits pursuant to the Borough's disability policy.

ARTICLE 24 ON THE JOB INJURY/WORKERS COMPENSATION

- A. Employees who suffer job related injuries and illness may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Borough covers workers compensation benefits through its membership in a joint insurance fund. Any occupational injury or illness must be immediately reported to the supervisor or Department Head who will follow all notification procedures. All required medical treatment must be performed by a Workers Compensation Physician appointed by the Joint Insurance Fund and payment for unauthorized medical treatment may not be covered unless authorized by the management fund

ARTICLE 25 HOURS OF WORK

- A. The work week shall be 40 hours. Regular hours of work for regular full-time DPW Employees shall be Monday to Friday 7:00 AM to 3:30 PM inclusive of a 15-minute unpaid morning break & a 15- minute unpaid afternoon break lunch. Summer hours (Memorial Day through Labor Day) shall be 6:30 AM to 3:00 PM inclusive of a 15-minute unpaid morning break & a 15- minute unpaid afternoon break
- B. Employees, at their option, may work though unpaid breaks and leave 30 minutes early with prior approval of the Department of Public Works Director.

ARTICLE 26 SALARIES/WAGES

- A. See Schedule A for rates of pay that shall apply to all DPW Employees:
- C. In order to advance beyond step 2, the employee is required to possess and maintain a CDL.
- D. The Mayor and Council reserves the rights to determine at the time of hire the appropriate step for which a new employee shall be hired based upon experience and work qualifications. Any employee shall remain in the step for which they are designated regardless of the time of year they are hired to, at minimum, until the end of the calendar year.
- E. Salary step increases shall require an employee review conducted by the Public Works Director annually on the anniversary of the date of hire.

- F. There is no automatic progression of an employee from any step to a higher step. Progression from one step level to the next shall be done through recommendation of the Director of Public Works for endorsement by the Governing Body.

ARTICLE 27 HEALTH AND WELFARE BENEFITS

A. The Borough shall provide Employee's and their family health benefits (medical, prescription and dental) through the New Jersey State Health Benefits Program (SHBP). In changing plans or carriers, the Borough shall afford benefits which are reasonable equivalent to the current health benefits. Employees agree to the benefits set forth by the New Jersey SHBP. All employees shall be required to contribute to his/her health benefits in accordance with tier IV/4-year rates set forth in Chapter 78, P.L. 2011.

B. Full time Employees who are eligible for health care benefits coverage are permitted to waive such coverage and receive monetary payments as provided below. All of the following eligibility requirements must be satisfied:

1. The Employee must have health care benefits coverage from another source and demonstrate that he/she has alternate coverage through the completion of an SHBP waiver form
2. The alternate source must be from a source other than the Borough.

The waiver payment shall be paid as follows:

1. If medical coverage is waived, the waiver shall be twenty five percent (25%) or five thousand dollars (\$5,000.00), whichever is less, of the amount saved by the Borough because of the Employee's waiver of coverage.
2. The waiver payment shall be paid twice a year through payroll.

An Employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as though he/she had not waived coverage if the Employee ceases to be covered through the alternate source of coverage for any reason.

C. The Borough shall provide a reimbursement for eyeglasses/contact lenses of up to two hundred dollars (\$200.00) per year to be used by the employee upon submission of receipt verifying purchase. This benefit can only be used once per year and receipts must be in the current year being reimbursed.

D. The Borough shall maintain adequate and prudent insurance to defend claims against an employee arising out of and/or within the scope of employment

E. The Borough shall provide safety prescription eyewear for employees who wear prescription eyewear, with the understanding that the employee shall pay for the prescription and the Borough shall provide reimbursement for the safety lens only, not to exceed one hundred \$100.00 per employee per calendar year, upon presentation to the Borough Clerk/Administrator.

#### ARTICLE 28 PENSION

A. All regular full-time employees are required to enroll in the Public Employees Retirement System (P.E.R.S.) within thirty (30) days of employment.

B. The percentage of salary an employee must contribute to P.E.R.S. is determined by the System. An employee's contribution will be deducted from his/her paycheck and noted on the pay stub. The yearly contribution of the Borough is determined by the System.

#### ARTICLE 29 PAID SICK LEAVE

A. Beginning immediately upon appointment, all regular full-time employees shall be entitled to accrue ten (10) sick days over a twelve (12) month period. Thereafter, all regular full-time employees are entitled to ten (10) sick days per year beginning January 1. However, sick days each year must be earned and accrued at the same rate as "A" above. Any employee that retires during the year will only be eligible for accrued sick time up to the date of their retirement on accordance with current state law.

B. Sick leave may be used in half (1/2) day increments.

C. Unused sick leave may be accumulated from year to year. Upon retirement an employee is entitled to payment of one-half (1/2) of accumulated sick leave, to a maximum of \$6,000.00 or as may be amended by law or regulation.



ARTICLE 30 PERSONAL LEAVE

- A. Each regular full-time employee shall be entitled to four (4) personal days per calendar year including the employee's birthday. Unused personal days are not cumulative from one year to the next.
- B. Personal days may be used the day immediately before or the day after a half day or vacation leave. Notification of at least forty-eight (48) hours prior to leave shall be given to the employee's immediate supervisor in writing except in the case of emergencies or where advanced notice is not feasible at least 15 minutes notice shall be required and shall be subject to the approval of the Public Works Director.

ARTICLE 31 VACATION

- A. Full time Employees shall have the following vacation schedule:

Years of Cumulative Service	Vacation Days
1 - 5 years	10
6 - 15 years	15
16 - 20 years	20
More than 21 years	25

- B. Employees shall accumulate time during their first year based upon one day per 3 months up until December 31st. For each successive year, vacation time shall follow the schedule in section A above.
- D. Request for vacation leave shall be made to the employee's immediate supervisor in writing at least three (3) weeks prior to the requested leave and approval or denial in writing shall be made by the supervisor within five (5) days of the request. Vacation time may be used as single day or ½ day increments. Requests for single and ½ day vacations may be made without advance notice but are subject to approval of the employee's immediate supervisor.
- E. Employees shall be allowed to carryover five (5) unused vacation days into the succeeding year. However, that number may be increased if vacation time is denied due to the operational needs of the Borough. Vacation time/pay shall not be forfeited if the Employee is unable to use vacation time due to the operational needs of the Borough. All carryover vacation days must be used by May 31st or they will be forfeited.

F. In the case of a conflict in vacation schedules, an employee's length of cumulative service with the Borough shall be used to determine preference.

G. In the event an eligible employee is terminated, resigns or retires prior to December 31 of the vacation year, or is laid off, he/she shall be entitled to the amount of unused and accrued vacation time on a pro-rated basis prior to his/her separation from employment and any additional unused days that may have been carried over from the prior year.

H. A week's vacation pay shall be the Employee's current regular rate of pay times the normal hours in his/her straight time work week.

I. In the event of the death, or retirement of any full-time employee, the Borough shall pay to him/her or his/her estate the full amount of any vacation pay accrued but unpaid at the time of his/her death or retirement.

J. If an official Holiday occurs during an employee's authorized vacation, the employee shall be entitled to an additional vacation day in lieu of the Holiday.

## ARTICLE 32 HOLIDAYS

A. The following shall be considered paid Holidays:

New Year's Day	MLK Jr. Day
Lincoln's Birthday	President's Day
Good Friday	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Day After Thanksgiving
Christmas Eve (Half Day provided it falls on a Monday through Friday)	Christmas Day

B. Employees scheduled to work on a Holiday shall be paid their double their regular rate of pay for the Holiday.

C. In the event that one of the above holidays falls within an employee's vacation period, the day will not be charged against the employee's vacation entitlement. Vacation time may be granted before or after a holiday at the discretion of the supervisor without affecting holiday pay.

D. If a holiday falls on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

- E. Easter Sunday shall be considered a Holiday for employees who work the seven-day rotating schedule for water/sewer checks and inspections.
- F. Presidential Election Day shall be a recognized holiday (every four (4) years)

#### ARTICLE 33 UNIFORMS

- A. Each full time Employee of the DPW shall receive a seven hundred fifty dollar (\$750.00) yearly allowance for the purchase of safety shoes and other related outerwear. The allowance shall be issued upon receipt of the proof of purchase in accordance with the amount of the receipt(s) submitted. Unexpended funds shall be paid to the Employee at the end of each calendar year at the rate of fifty percent (50%) of the unexpended funds.
- B. The Borough shall provide, at no cost to the Employee, all required safety clothing and equipment.

#### ARTICLE 34 CDL REIMBURSEMENT/STIPEND

- A. The Borough shall reimburse all Employees who possess a commercial driver's license including all endorsements issued by a State Division of Motor Vehicles the cost of renewing their driver's license. Employees renewing such commercial driver's license shall do so during normal work hours.

#### ARTICLE 35 TUITION/CDL REIMBURSEMENT

- A. Employees who desire to obtain a commercial driver's license or are requested or required to attend training classes or courses related to their position or at the Borough shall be compensated for travel at the current IRS rate per mile if the employee uses his own vehicle. If such course requires an employee to attend outside his normal hours, the employee may, at the discretion of the Borough, receive additional compensation for time spent.
- B. The Borough shall pay all costs associated with such training courses, including tuition, required textbooks and/or lab fees.
- C. The Borough will cover the cost of any license or certification fee, including renewal fees, which an employee is required to have and maintain in the course of their employment with the Borough.
- D. Tuition reimbursement shall be subject to sufficient funds provided for in the municipal budget and shall be on a first come first served basis. Any requests above and beyond the amount budgeted will be subject to the approval of the Borough Administrator.

E. If the employee that receives tuition reimbursement terminates employment with the Borough within three (3) years of completing a course or courses in the case of a program or certification, then the Borough shall be reimbursed 25 % of the costs incurred in the last two years and 50 % of the cost incurred in the last year. Said reimbursement may be recouped by withholding the employees final check(s) and or legal action.

#### ARTICLE 36 BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, the employee shall be granted up to four (4) days of leave without loss of pay commencing on the day of death or the day of the funeral. The "immediate family" shall include only husband, wife, civil union partner, domestic union partner, child, stepchild, brother, sister, mother, father, mother-in-law, father-in-law or any other relative residing in the employee's home. Additional time may be requested and if approved shall be charged, at the option of the employee, either as a personal day or against accumulated compensatory time off or unpaid time

B. In the event of the death of the employee's grandparents, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, nieces, nephews, uncles, or aunts, the employee shall be granted one (1) day leave without loss of pay to attend funeral services. Only legally recognized relations, not informal "relatives (such as a family friend referred to as "aunt" or "uncle" are covered by the policy. Reasonable verification of the event may be required by the Borough.

C. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

D. Any employee may make a request of his/her supervisor for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted shall be charged, at the option of the employee, either as a personal day or against accumulated compensatory time off or unpaid time.

#### ARTICLE 37 JURY DUTY

A. An employee required to render jury service shall be entitled to be absent from work during that service and shall be paid the employee's regular pay. Any stipend received for jury duty shall be reimbursed to the Borough.

#### ARTICLE 38 OVERTIME

A. Any employee who works more than forty (40) hours in any given week or eight (8) hours in any given day shall be paid at the rate of one and one-half (1 ½) times the employees' regular rate of pay.

B. Any employee who is scheduled to work on Saturday shall be paid one and one-half (1 ½) times the employee's regular rate of pay. Any employee who is scheduled to work on Sunday shall be paid two (2) times the employees' regular rate of pay. Any employee who works more than sixteen (16) hours consecutively shall receive double time for any additional work beginning with the seventeenth (17th) hour. On the twenty fifth (25th) hour, the employee gets compensated for the day at straight pay, plus time and a half (1 ½) for every hour worked, if the employee agrees to continue working or the employee can opt to leave work and get paid just straight pay for a normal shift.

C. For the purposes of overtime compensation, all paid time off shall be counted as time worked for the purpose of calculating hours worked.

D. An Employee may elect to receive compensatory time (CTO) in lieu of overtime pay at the rate of time and one half for each hour worked. An Employee may bank up to a maximum of one hundred and twenty (120) hours of CTO. The Employee shall under no circumstances, lose the value of their banked CTO. The use of CTO shall not be unreasonably denied and may be used in one (1) hour increments.

#### ARTICLE 39 CALL IN PAY

A. Employees called back to work before the start of their normal shift or after the conclusion of the normal shift, shall be entitled to a minimum of four (4) hours call back pay at the overtime rate of one and one-half (1 ½) times the regular hourly rate of pay.

B. Employees called in to work on a recognized Holiday shall be paid a minimum of four (4) hours at the rate of two- and one-half times (2.5X) the regular hourly rate of pay.

#### ARTICLE 40 MEAL ALLOWANCE

A. When an employee is required to work in excess of ten (10) hours or more, said employee shall be granted a second one-half (1/2) hour lunch period at no loss of pay for such lunch period and shall be granted an additional one-half (1/2) hour lunch period at no loss of pay for each five (5) hours over the above mentioned ten (10) hours. The meal allowance for each of the aforementioned lunch periods shall be twenty (\$20.00) dollars.

B. The Borough shall provide coffee and beverages to the employees at the Department of Public Works building during emergencies, such as by way of example and not limitation, snow removal.

#### ARTICLE 41 SEWER AND WATER ON CALL/STANDBY

A. Employees qualified to perform sewer and water utility checks/inspections shall rotate weekends and holidays as scheduled overtime and be compensated a minimum of 4 hours at one- and one-half times (1.5X) the regular hourly rate of pay for each call out. Holiday call outs shall be at a minimum of four (4) hours at two- and one-half times (2.5X) the regular hourly rate of pay.

B. Employees shall be placed in a weekly on call rotation. The weekly on call will begin at 7:00 AM Monday and extend to 6:59 AM the following Monday. Employees shall receive \$200.00 per week for being on call.

#### ARTICLE 42 LONGEVITY

A. Any employee hired after January 1, 1996, will not be entitled to any longevity benefits.

B. Longevity for employees hired prior to January 1, 1996, shall be based upon the members length of continuous and uninterrupted service with the Borough shall be provided annually on the following conditions for each year of this agreement.

January 1st, after the fifth year of service 2.0% January 1st, after the tenth year of service 3.5%  
January 1st, after the fifteenth year of service 5.0% January 1st, after the twentieth year of service 6.5%  
January 1st, after the twenty fifth year of service 8.0%

C. Longevity shall be computed on base pay and shall date from the member's original date of hire so the anniversary date of the member shall be operative in determining what, if any, longevity payment is to be made on the succeeding year.

D. Longevity payments shall be made in two equal payments during the calendar year. These payments shall occur in the first pay period in June and the first pay period in December.


ARTICLE 50 TERM OF CONTRACT


A. This Agreement shall be in full force and effect retroactive to January 1st 2021 and shall remain in effect to and including 12/31/2024. This Agreement shall continue in full force and effect from year to year thereafter unless one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days, nor later than one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement. If such written notice is given, and a new contract is not signed before the expiration date of the old contract, this Agreement is to continue in full force and effect until a new contract is signed.

IN WITNESS WHEREOF, the Union and the Borough have executed this Agreement this 27<sup>th</sup>, day of September 2022 .

BOROUGH OF FRANKLIN

TEAMSTERS LOCAL NO. 125

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

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

By:  \_\_\_\_\_  
BUSINESS ADMINISTRATOR

By: \_\_\_\_\_  
VICE PRESIDENT

By:  \_\_\_\_\_  
MUNICIPAL CLERK

By:  \_\_\_\_\_  
SHOP STEWARD

		2021	2022	2023	2024
New Step					
	1	\$18.35	\$18.76	\$19.18	\$19.61
	2	\$18.90	\$19.33	\$19.76	\$20.20
	3	\$19.88	\$20.33	\$20.79	\$21.26
	4	\$20.94	\$21.41	\$21.89	\$22.38
	5	\$22.02	\$22.52	\$23.03	\$23.55
	6	\$23.23	\$23.75	\$24.28	\$24.83
	7	\$24.42	\$24.97	\$25.53	\$26.10
	8	\$25.70	\$26.28	\$26.87	\$27.47
	9	\$27.07	\$27.68	\$28.30	\$28.94
	10	\$28.49	\$29.13	\$29.79	\$30.46
	11	\$29.97	\$30.64	\$31.33	\$32.03
	12	\$31.81	\$32.53	\$33.26	\$34.01
Foreman	13	\$33.85	\$34.61	\$35.39	\$36.19

Additional Compensation

CDL

Class B \$0.75 Per Hour

Class A \$1.00 Per Hour

Mechanic Pay \$1.50 Per Hour



# Borough of Franklin, County of Sussex

## Resolution #2022-100

### RESOLUTION OF THE GOVERNING BODY OF THE BOROUGH OF FRANKLIN APPROVING INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 125 AGREEMENT

**WHEREAS**, the Department of Public Works in the Borough of Franklin are represented by the Teamsters Local 125;

**WHEREAS**, collective negotiations between Franklin Borough and the Teamsters Local 125 have now been completed;


**WHEREAS**, the Administrator and Personnel Committee recommends approving the proposed agreement for the term starting January 1, 2021 through December 31, 2024;

**WHEREAS**, the Borough Council has reviewed the collective negotiations agreement, and finds that ratification of the Agreement is in the best interests of the Borough;

**NOW THEREFORE IT BE RESOLVED** by the Governing Body of the Borough of Franklin that the Council hereby ratifies and approves the Agreement as presented between Franklin Borough and Teamsters Local 125 effective January 1, 2021 – December 31, 2024;

**NOW THEREFORE BE IT FUTHER RESOLVED**, by the Governing Body of the Borough of Franklin that the Mayor and Administrator are authorized to execute the Agreement on behalf of the Borough.

**CERTIFICATION:** I, Darlene J. Tremont, Municipal Clerk of the Borough of Franklin, in the County of Sussex, State of New Jersey do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Governing Body of the Borough of Franklin, County of Sussex, State of New Jersey at a regular meeting held on September 27, 2022.

  
Darlene J. Tremont, Municipal Clerk

Dated: September 27, 2022

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA	X			
RACHEL HEATH	X			
JOSEPH LIMON	X			
JOHN POSTAS	X			
STEPHEN SKELLENGER	X			
GILBERT SNYDER				X
MAYOR SOWDEN (Tie Only)				