

Collective Bargaining Agreement

between

The Town of Franklin

and

Municipal Employees Union Independent, Local 506

July 1, 2016 – June 30, 2021

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## **Preamble**

THIS AGREEMENT is made and entered into by and between the Town of Franklin, hereinafter referred to as the "Town" or "Employer", and the Municipal Employees Union Independent, Service Employees International Union, Local 506, (MEIU, SEIU Local 506) hereinafter referred to as the "Union".

### **Article 1 – Recognition**

Section 1. The Town hereby recognizes the Union as the exclusive representative and bargaining agent for the bargaining unit, consisting of the Foreman/Truck Driver/Laborer/Mechanic, ~~Mechanic~~/Truck Driver/Laborer, Chief Mechanic/ Truck Driver/Laborer, Clerk to the Assessor, Assistant Town Clerk. Notwithstanding the aforesaid, the parties mutually agree that the positions of Clerk to the Assessor and Assistant Town Clerk shall not be subject to the terms and provisions of this Agreement until such time as the employee's work schedule average over four (4) successive calendar months, equal or exceeds twenty-nine and one-half (29.5) hours per week. Such employee shall pay to the Union fees, dues or a service fee in accordance with Article 2 of the Agreement. The payment of fees, dues, or service fee shall end when the employee's work schedule falls below twenty-nine and one-half (29.5) hours per week averaged over the next four (4) successive calendar months.

Section 2. The Town shall notify the Union whenever it creates any new job classification which may be appropriate for inclusion in the bargaining unit.

Section 3. The terms and provisions of this Agreement shall be binding upon the Town and the Union, and each employee in the bargaining unit described herein. Whenever the word "Town" is used in this Agreement, it shall mean the Town of Franklin. Likewise, when the word "Union" is used, it shall mean the Municipal Employees Union Independent, Service Employees Union International, Local 506, (MEUI, SEIU Local 506). When the word "employee" is used, it shall mean an employee in this bargaining unit.

Section 4. The Town shall provide, upon written request, to the Union the total number of hours worked in the previous four- (4) months by the Clerk to the Assessor and the Assistant Town Clerk.

### **Article 2 – Union Membership/Fee Requirement**

Section 1. During the term of this Agreement or any extension thereof, all employees in the collective bargaining unit shall, from the effective date of the Agreement or within seven (7) days from the date of their employment by the Town, whichever date is later, as a condition of employment, either become or remain members of the Union in good standing or, in lieu of Union membership, pay to the Union a service fee. The amount of service fee shall not exceed the minimum applicable dues paid to the Union.

Section 2. The Union shall notify the Town in writing regarding all rates for fees, dues and service fees. Further, the Union shall supply to the Town written notice at least (30) days prior to the effective date of any change in such rates for fees, dues, and service fees. It shall be the

sole responsibility of the Union to solicit employees who are required to join the Union or pay service fees.

Section 3. The Town agrees to deduct from the pay of bargaining unit members such uniformly required membership dues, initiation fees, service fees or reinstatement of service fees as may be fixed by the Union. Such deductions shall begin immediately from date of hire with the Town and continue for the duration of the Agreement or any extension of thereof. The Town agrees to voluntary payroll deductions for the Union's Political Action Fund. These deductions shall be kept consistent with federal and state law on the subject.

Section 4. The deduction of Union fees, dues or service fees shall be made on a monthly basis and shall be remitted to the financial officer of the Union. The Union shall supply to the Town, the name and address of said financial officer. The monthly dues and/or service fee remittances to the Union will be accompanied by the list of names of employees from whose wages dues deduction have been made.

Section 5. No dues or fees will be deducted from an employee who has exhausted sick leave and remains out of work or while collecting workers' compensation.

Section 6. The Union agrees to defend, indemnify and save the Town harmless against any and all claims, demands, suits or other forms of liabilities, including, but not limited to, all legal fees and costs, that shall arise out of or by reason of action taken or not taken by the Town for the purpose of complying with any of the provisions of this Article of this Agreement.

### **Article 3 – Union Rights/Activities**

Section 1. The Union shall notify the Town in writing as to all officers, stewards, and staff representatives.

Section 2. A committee consisting of not more than one (1) member of the Union shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of negotiating the terms of a collective bargaining agreement, when such meetings take place at a time during which members are scheduled to work.

Section 3. The Town shall, upon fourteen (14) days prior written notice to the First Selectman, permit one (1) employee, whom the Union designates, up to one (1) days annually to attend training sessions, seminars, conferences or conventions. The time shall be taken without loss of pay or benefits.

Section 4. No more than two (2) members of the bargaining unit shall be granted leave from duty with full pay for all meetings between the Town and the Union for the purpose of processing grievances in accordance with Article 13, when such meetings take place at a time during which such member is scheduled to work. The Union agrees to have witnesses present the facts of a case and report immediately back to work to minimize the impact on the employer's productivity.

Section 5. A Union Staff Representative and/or Steward shall, upon a minimum of forty-eight (48) hours prior notice to the First Selectman or sooner provided the Staff Representative and First Selectman mutually agree upon the time, visit an employee at his work site for the purpose

of discussing, processing, or investigating grievances or fulfilling the Union's role as collective bargaining agent. The length of the visit shall be kept to a minimum and in no event shall the same exceed two (2) hours.

Section 6. The Town shall provide each member of the bargaining unit a copy of this Agreement within ten (10) working days of its signing. The Town agrees to provide a copy of the Agreement to all new bargaining unit members.

Section 7. The Town shall notify each employee of his leave balances. Such an accounting shall be given no later than February 1, of each year.

Section 8. The Town shall prepare a list of employees covered by this Agreement showing their seniority and length of service and deliver the same to the Union's Office by February 1, of each year.

Section 9. The Town agrees to provide space on a bulletin board in the Town Hall and the Town Garage for the use of the Union.

Section 10. The Town agrees to post any vacancy for a bargaining unit position it intends to fill on a bulletin board in Town Hall at least five (5) days prior to the deadline for applying for said position.

#### **Article 4 – Hours of Work/Overtime**

Section 1. All full-time employees of the Highway Department shall work Monday through Friday; 7:00 a.m. to 3:00 p.m. with lunch on the "fly". In addition, said employee shall receive one (1) fifteen (15) minute coffee break in the morning. The aforesaid work schedule may be modified from time to time by mutual agreement of the parties.

Section 2. The work schedule for all other employees of the bargaining unit shall be determined by the Town. It is acknowledged and agreed by the Union that the same may vary from week to week.

Section 3. Overtime, when authorized by the First Selectman in advance, at the rate of time and one-half (1 ½) shall be paid for all hours after (8) in one (1) day or forty (40) hours in one week. The normal work day shall begin at seven (7:00 a.m.) and end at three (3:00 p.m.).

Effective November 1<sup>st</sup> through April 1<sup>st</sup>, if an employee is called to work for a snow and ice and/or emergency situation from three (3:00 p.m.) through five (5:00 p.m.) he/she shall be compensated at the rate of one-half (1 ½) his/her rate of compensation for the entire two (2) hour period.

Compensatory time, at the applicable rate, for hours worked may be taken, in lieu of overtime pay, if the same is mutually acceptable to the First Selectman and the employee. Any compensatory time earned must be utilized by the employee within the Town's fiscal year in the same manner and practice as Article 10. However, at the discretion of the First Selectman, any compensatory time earned may be carried over to subsequent years of employment with the Highway Department. For the purpose of "hours worked" shall include holiday, vacation, sick/leave, but shall not include any unpaid leave.

Section 4. An employee who is required to report to work on an overtime basis shall receive a minimum of four (4) hours of pay. The aforesaid shall not apply to hours worked contiguous to the beginning or end of the normal workday. The duties to be performed in an overtime situation shall be limited to emergency conditions. Upon conclusion of those duties the employee shall be released from work, when applicable, by a supervisor. If an employee has been functioning under emergency conditions, he/she shall not be released from work within the (1) hour of his/her normal starting time and shall be assigned productive work.

Section 5. All state certified transfer station operators covered by this Agreement shall work, on a rotational basis, the first Saturday of each month at the bulky waste facility. Any compensatory time earned by employees for work done at the bulky waste facility is subject to the provisions of Article 4, Section 4. Notwithstanding the aforesaid, the Town reserves the right to discontinue said work at any time, and/or to increase said hours, and/or to change the day said work is performed. The Town will post the hours of operation at least twenty-five (25) days in advance of any change. When the transfer Station is opened the required work shall be done by bargaining unit employees.

Section 6. Overtime shall be reasonably equalized among bargaining unit employees with similar duties, based upon Appendix C – Job Descriptions. There shall be no more than a fifteen (15%) percent difference between employees with the most and least amount of overtime hours at the end of each fiscal year.

When an employee refuses voluntary overtime, or is unavailable to work overtime, the hours offered shall be charged to the employee as if worked, for equalization purposes.

Overtime worked or refused at the bulky waste facility will be applied towards the overtime records for equalization purposes. The Town has the discretion to add or reduce the number of employees working at the bulky waste facility when operations permit.

An employee hired after the start of the fiscal year will be credited with the same number of overtime hours, on their date of hire, as the employee with the most overtime hours. There shall be no basis for any new employee claim for compensation in any form for hours not worked.

The overtime records shall be maintained, and posted by the employees, at the Town garage. Such records shall be available for inspection by the Union.

## **Article 5 – Seniority**

Section 1. Unless otherwise specified, seniority shall be defined as status for specific purpose as outlined in the Agreement consisting of length of accumulated continuous service with the Employer by Department, including all authorized paid or unpaid leave providing the employee returns to work immediately at the conclusion of such leave.

Section 2. No employee shall attain seniority rights under this Agreement until he has been continuously on the payroll of the Town for a period of ninety (90) days. Upon completion of this period, the name of the new employee shall be added to the seniority list, his time commencing on the date of his employment.

## **Article 6 – Probationary Period**

Section 1. New employees shall serve probationary period of six (6) months. Notwithstanding any other provision of this Agreement, probationary employees may be terminated by the Employer at any time during their probationary period without recourse to the grievance and arbitration provision of this Agreement. Further, probationary employees, or the Union on behalf of said employees, shall not have access to the grievance procedure for any purpose. Continuous service is defined as any person working under this Agreement with no break in service by voluntary retirement, voluntary resignation or termination for just cause. A new employee is defined as any person who is hired after July 1, 2016. During the probationary period of six (6) months, new employees shall receive the following benefits prorated on a monthly basis: Article 8, Insurance, Section 6, HSA contribution, Article 16, Miscellaneous, Section 2, safety shoes and uniforms.

### Section 2. Promotions

Promotional appointments are for a probationary period of six (6) months, during which time an employee shall demonstrate ability to perform the position in a proficient manner. In the event of unsatisfactory performance within the probationary period, as determined by the Town, an employee shall be returned to the position and pay rate formerly occupied. The decision by the Town to return said employee to his former position shall not be a grievable matter by the employee or the Union.

## **Article 7 – Wages – Classifications**

### Section 1.

- a. Effective July 1, 2016 the base annual salary for all bargaining unit employees shall not be increased by 2.6% (Appendix A).
- b. Effective July 1, 2017 the base annual salary for all bargaining unit employees shall be increased by 2.7% (Appendix A).
- c. Effective July 1, 2018 the base annual salary for all bargaining unit employees shall be increased by 2.8% (Appendix A).
- d. Effective July 1, 2019 the base annual salary for all bargaining unit employees shall be increased by 2.9% (Appendix A).
- e. Effective July 1, 2020 the base annual salary for all bargaining unit employees shall be increased by 3% (Appendix A).

## **Article 8 – Insurance**

### Section 1. Insurance Benefits for Employees

Unless otherwise specified, effective July 1, 1999, the Town shall provide and pay for insurance for all full-time employees, who work forty (40) hours or more per week, covered by this Agreement in accordance with the with following schedule:

- a. ConnectiCare: 22 FlexPos HSA 3000I/6000F;
- b. Vision Care Endorsement, as presently provided by the Town
- c. Dental, as presently provided by the Town.

Section 2. Life Insurance

The Town shall provide and pay for the entire cost of a ten thousand (\$10,000.00) dollar Term Life Insurance policy and a ten thousand (\$10,000.00) dollar Accidental and Dismemberment policy.

Section 3. Right to Select Carrier

The benefits provided for in Section 1 of this Article shall be provided through a self-insured plan or under group insurance policy or policies issued by an insurance company or insurance companies selected by the Town. In the event the Town changes insurance carrier(s) or plan design(s), the Town agrees the present level of coverage and benefits shall remain in effect. The Town further agrees to notify the Union on such changes in provider(s) or plan design(s).

Section 4. All full-time employees who work forty (40) hours or more per week shall be eligible for family or full family coverage, in lieu of individual coverage, relative to insurance benefits specified in Section 1 above.

Section 5. Effective July 1, 2016, all Public Works Department members shall pay fifteen percent (15%) of the annual cost for insurance coverage as specified in Sections 1, 3, and 4 of this Article. Effective July 1, 2017, all Public Works Department members shall pay sixteen percent (16%) of the annual cost for insurance coverage as specified in Sections 1, 3, and 4 of this Article. Effective July 1, 2018, all Public Works Department members shall pay seventeen percent (17%) of the annual cost for insurance coverage as specified in Sections 1, 3, and 4 of this Article. It is mutually understood and agreed that said amount shall be deducted, in advance, from the employee's pay.

Section 6. Effective July 1, 2016 – July 1, 2020, the Town shall deposit 100% of the deductible (i.e. 3000I/6000F) into all Public Works Department members HSA. Public Works Department members shall each receive an additional \$750.00 for each person covered by the plan for any additional expenses beyond the deductible. The Town shall reimburse the Public Works Department member for up to \$750.00 after receipt of supporting documentation.

Section 7. Employees may elect, on a completely voluntary basis, to waive their right to participate in the Town's medical and dental insurance benefit plans, for the employee as well as his/her dependents where applicable. In consideration of such voluntary waiver of medical and dental insurance coverage, the Town will pay the employee the amount of seven hundred fifty (\$750.00) dollars for single, one thousand (\$1,000.00) dollars for couple and one thousand two hundred (\$1,200.00) dollars for family per year payable in equal quarterly installments.

## **Article 9 – Vacation Leave**

Section 1. All full-time employees, who work forty (40) hours or more per week, covered by this Agreement shall be granted time off with pay for vacation leave according to the following schedule:

- a. One (1) calendar week after one (1) year of continuous service.
- b. Two (2) calendar week after three (3) years, but less than six (6) years, of continuous service.
- c. Three (3) calendar weeks after six (6) years of continuous service.

Section 2. For purpose of this Agreement, an employee's vacation leave, as specified in Section 1 above, shall be calculated annually on his anniversary date of hire. All such vacation leave shall be taken within one (1) year of said anniversary date during the first year; thereafter vacation leave shall be taken during the fiscal year and cannot be accumulated or carried over into subsequent years without the approval of the First Selectman.

### Section 3.

- a. Request for vacation leave shall be submitted in writing to the First Selectman fourteen- (14) calendar days in advance. The First Selectman shall issue a written response within three (3) working days. Such request will be honored unless workload demands do not permit, as determined by the First Selectman. Vacation request shall not be unreasonably denied. If denied, the employee, upon request, shall receive a written statement from the First Selectman stating the reason(s) for such denial.
- b. Request for vacation leave made in writing less than fourteen (14) days in advance may be granted at the sole discretion of the First Selectman. The decision of the First Selectman shall be final and the same shall not be a grievable matter by the employee or the Union.
- c. Vacation block of three or more days shall not be granted from November 1 through April 1 of each contract year.

Section 4. Vacation leave shall only be taken in full day increments. Notwithstanding the aforesaid, up to five (5) vacation days may be taken in one-half (1/2) - day increments.

Section 5. Seniority by Department shall be the factor used to determine vacation preference.

Section 6. If an employee is discharged for just cause or quits during the life of this Agreement he/she is not entitled to unused vacation time payout. Whereas, an employee who resigns and provides the First Selectman with two-weeks' notice during the life of this Agreement shall receive payout for all accrued and unused vacation time.

## **Article 10 – Sick Leave/Personal Leave/Funeral Leave**

Section 1. Sick/Personal Leave. After completion of the probationary period, all full-time employees, who work forty (40) hours per week, covered by this Agreement shall be granted five (5) sick/personal days annually. During the employee's full second fiscal year with the Town, all full-time employees who work forty (40) hours or more per week, covered by this Agreement, shall be granted an additional two (2) sick/personal leave days annually. Sick/Personal leave

may be taken in one- (1) hour increments. Employees may accumulate forty-five (45) sick leave days. At the end of each fiscal year, employees who have more than forty-five (45) sick leave days shall be paid out for all days beyond the forty-five (45) days.

Section 2. Funeral Leave. In the event of the death of an employee's spouse, child, mother, father, grandmother, grandfather, step family members and in-laws, said employee shall be permitted to take three (3) days paid leave without charge to personal leave, sick leave or vacation leave time. At the sole discretion of the First Selectman, an employee may be granted additional funeral leave, without pay. The decision of the First Selectman shall be final and shall not be a grievable matter by the employee or the Union.

Section 3. If an employee is discharged for just cause or resigns without providing the Town with two (2) weeks' notice during the life of this Agreement he/she is not entitled to unused sick leave payout; otherwise employees shall be paid out for all accumulated and unused sick leave days upon retirement or resignation from the Town.

### **Article 11 – Holidays**

Section 1. All full-time employees, who work forty (40) hours or more a week, covered by this Agreement shall receive holiday pay at eight (8) hours normal pay for each of the following designated holidays:

Employee's Birthday	Independence Day
New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day and the
Memorial Day	Day after Thanksgiving
	Christmas Day

Section 2. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday, provided the same is not superseded by federal or state law.

Section 3. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday, provided the same is not superseded by federal or state law.

Section 4. Employees who are called in to work on a designated Holiday other than Thanksgiving and Christmas shall be paid time and one half for hours worked in addition to receiving Holiday pay.

Section 5. Employees who are called in to work on Thanksgiving or Christmas shall be paid double-time for hours worked in addition to receiving holiday pay.

### **Article 12 – Retirement**

Section 1. The Town will pay all full-time employees, who work forty (40) hours per week a dollar value to be used for retirement fund or other purpose at the employees' discretion. After

completion of the probationary period the Town shall pay three and one-half percent (3.5%) of the Employees base salary annually.

Employees that have been employed by the Town for five (5) years of continuous, full-time service, covered by this Agreement, the Town shall pay four percent (4%) of base salary annually.

Employees that have been employed by the Town for ten (10) years of continuous, full-time service, covered by this Agreement, the town shall pay in the amount of four and one-half percent (4.5%) of base salary annually.

Employees that have been employed by the Town for fifteen (15) years of continuous, full-time service, covered by this Agreement, the town shall pay the amount of five percent (5%) of base salary annually.

Section 2. Said pay shall be paid to the employees in two (2) installments each year. The first yearly pay shall occur on July 1<sup>st</sup> of each year. The second, of two (2) yearly payments shall occur on January 1<sup>st</sup> of each year.

### **Article 13 – Grievance Procedure**

Section 1. For the purpose of this Agreement, a grievance shall be defined as and limited to, a written complaint involving the application or interpretation of a specific provision of this Agreement.

Section 2. Grievances shall be filed on mutually agreed forms which specify (a) the facts; (b) the issue; (c) the date of the alleged violation; (d) the controlling contract provision; and (e) the remedy or relief sought.

Section 3. No employee will be discharged without just cause.

Section 4. The aggrieved employee may be accompanied by a member of the Union at any step of the grievance proceedings. A grievance shall be processed in the following two (2) steps:

a. Step 1. A grievance shall be filed in writing with the First Selectman within ten (10) working days of the occurrence. The aggrieved employee shall meet with the First Selectman within ten (10) working days of the filing of the grievance. The First Selectman shall render a decision within ten (10) days of the meeting.

b. Step 2. In the event the grievance is not settled in Step 1 above, in a manner satisfactory to both parties, then either the Union or the Town has the right and authority, within ten (10) working days thereafter, to submit such grievance to the Connecticut State Board of Mediation and Arbitration to mediate or arbitrate such dispute or grievance in accordance with its rules. The decision of the Board shall be final and binding upon both parties and shall have the same force and effect as a judgment of law.

Section 5. Any time limited specified in the Article, except for the initial filing of a grievance, may be extended by mutual agreement of the Union and the Town, provided that if a grievance is

not submitted by the Union to a higher step in the above procedure, within the specified time limit, it shall be deemed settled on the basis of the answer of the last step considered.

Section 6. When a decision is not rendered by the Town at any step within the time limits specified in the grievance procedure, provided he does so within the specific time limits enumerated in Section 4 of this Article. Failure of the Town to act shall not be constructed as approval of said grievance.

## **Article 14 – Layoffs**

Section 1. The Town shall have the right to lay off employees for any of the following reasons:

- a. Lack of work or funds;
- b. Elimination of the position;
- c. Reorganization of a department; or;
- d. Other legitimate reasons.

Section 2. The duties performed by employees who have been laid off may be reassigned to other employees within the department. No employee will be assigned duties of a higher classification, unless the employee is compensated at the rate of the higher classification.

Section 3. Separation from service due to disciplinary action or penalty will not be considered a layoff.

Section 4. Seniority for purposes of this Article, and only this Article, shall be defined as an employee's total length of continuous service, full-time or regular part-time service in his department since the employee's most recent date of hire.

Section 5. Order of Layoff. Employees will be laid off in reverse order of seniority within a department by classification provided that the senior employees to be retained within said classification by department are capable of filling the remaining jobs. When two (2) or more such employees have identical lengths of service, the layoff will be based on the date and time stamped on their applications by the Town.

Section 6. Bumping Rights. Notwithstanding any other provision of the Article, an employee may bump into a lower classification within a department provided he is qualified and has more seniority within the Department than the employee being bumped.

Section 7. Notice of Layoff. The Town will give written notice to the employees involved and the Union's representative of a proposed layoff. This notice shall be sent to the employees by registered or certified mail at their last known home address as it appears in the records of the Town a minimum of four (4) weeks before the effective date of the layoff. It is the employees' responsibility to notify the Town in writing of any change in address.

Section 8. Recall Rights.

- a. Laid off permanent employees shall have recall rights for a period of sixteen (16) months from the date of layoff. Said employees shall be recalled by inverse order of layoff, with the most senior employee on layoff, by department and by classification, first to be recalled.

b. Recalled employees shall be credited with sick leave and seniority rights accumulated prior to a layoff.

c. Any employees who refuses recall shall lose all further recall rights. Failure to report to work within ten (10) days following notice to report, sent by registered or certified mail to the employee's last know home address as it appears in the records of the Town, shall relieve the Town of the any further obligation under Section 7 of this Article. It is the employee's responsibility to notify the Town in writing of any change in address. Notwithstanding the aforesaid, upon written request of the employee, the Town may at its sole option extend the date when said employee must report back to work under this Section. Failure of the Town to grant the request extension shall not be a grievable matter by the employee or the Union.

An employee separated for service with the Town for more than three (3) months shall be required to successfully pass a physical examination by a physician designated by the Town prior to returning to work. The cost of said examination shall be borne by the Town.

### **Article 15 – Management Rights**

Section 1. The Union recognizes that, subject to the terms of this Agreement, the Town has rights, powers, and authority to manage its own operations. These rights include, but are not limited:

- a. To established standards for productivity, determining the objectives of municipal departments, determining the methods and means of fulfilling those objectives including selecting, increasing and decreasing staff through hiring, assignment, transfer, discharge and layoff:
- b. To maintain discipline and efficiency of employees;
- c. To establish and change protection standards and quality standards;
- d. To determine the need for removing, replacing and purchasing new equipment;
- e. To determine the need for purchasing or contracting for products and services from outside sources;
- f. The right to introduce new and improved methods or improve old methods of operation;
- g. To determine the need to add, alter or discontinue service and programs;
- h. To take necessary action to fulfill its objectives in emergencies; and
- i. To fulfill all of its legal responsibilities.

Section 2. The Town's failure to exercise any right in a particular way shall not be deemed a waiver of any right or preclude the Town from exercising the same in some way not in conflict with the provisions of this Agreement.

## Article 16 – Miscellaneous

Section 1. All full-time employees of the Highway Department, shall, as a condition of employment, possess and maintain a valid Commercial Driver's License (CDL) through the State of Connecticut, Department of Motor Vehicles and a health card. Failure of any employee to maintain such a license will result in a termination of the employee's position with the Town.

The Town will be responsible to provide employee physicals for a commercial driver's license, and they will pay for such physicals if the employee's health insurance does not cover the physical at the time it is due.

The Town will not pay for such physicals for employees hired and who are on their probationary period.

Section 2. All full-time employees as of July 1, 2016 of the Highway Department shall be entitled to a separate check in the amount of two hundred and twenty-five dollars (\$225.00) on the anniversary of this Agreement and annually thereafter, for the purchase of steel toed boot as approved by the Town. Employees must request this in writing within thirty (30) days of that anniversary. New employees shall make the request in writing within thirty (30) days of hire and annually thereafter. Employees as a condition of employment shall wear said shoes at all times. All employees of the Highway Department shall be entitled to a separate check in the amount of three hundred and fifty dollars (\$350.00) effective July 1, 2016 and annually thereafter, for the purchase of uniforms. Employees must request this in writing within thirty (30) days of that anniversary. New employees shall make the request in writing within thirty (30) days of hire and annually thereafter.

Section 3. The "General Duties and Practices, Highway Department", "Snow and Ice Removal Policy" of the Highway Department, and other such policy statements and directives issued by the Town shall remain in full force and effect, except as the same are specifically relinquished or abridge by this Agreement.

### Section 4. Meals.

a. Employees who are called in to perform emergency duties because of storm or other disasters prior to the start of the normally scheduled work hours, or who are called in on their off duty hours for more than four (4) hours or who have their normal work day extended for more than three (3) hours, shall have their meals provided for by the employer at approved restaurants.

b. The normal meal schedule and allowance shall be as follows:

1)	6:00 a.m.	breakfast	\$10.00
2)	12:00 p.m.	lunch	\$12.00
3)	6:00 p.m.	dinner	\$15.00

Section 5. It is mutually understood and agreed that the aforesaid scheduled may have to be altered from time to time to meet the needs of the Town. It is mutually understood and agreed that employees of the Highway Department will contact the Road Foreman prior to taking a meal as outlined in the aforesaid schedule. During snow and ice removal a one-half (1/2) hour break for lunch and dinner shall be provided to each employee of the Highway Department as conditions warrant.

Section 6. Each full-time employee, who works forty (40) hours or more per week, covered by this Agreement shall be provided with a car allowance of the Internal Revenue Service approved amount per mile reimbursement for use of his car for Town business, provided the same has been authorized and approved in advance by the First Selectman.

Section 7. Whenever the singular number is used herein, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

Section 8. If any Article or any Section of this Agreement is declared invalid for any reason, such declaration of invalidity shall not affect the other Articles and Sections or portions thereof which shall be valid.

Section 9. During emergency conditions non-bargaining unit employees shall not be used to perform bargaining unit work unless all bargaining unit employees have been called to work and the Town needs additional personnel. All non-bargaining unit employees will be release from work before any bargaining unit employees can be released.

Section 10. During the life of this Agreement the current employee holding the position of Foreman/Mechanic/Truck Driver/ Laborer shall be compensated for "in-house" mechanical work that exceeds current job descriptions at the rate of two dollars (\$2.00) an hour for all hours worked in the pay period. Should the current employee leave during the life of this Agreement the Town at its sole discretion may choose to continue or discontinue this practice with incumbent employees.

### **Article 17 – Part-time Employees**

Section 1. Employees working less than forty (40) hours per week (hereinafter referred to as "part-time" employees") shall only be entitled to wages and benefits as specified in the Article of this Agreement.

Section 2. Part-Time employees shall be paid wages in accordance with Appendix B - Wage Scale, attached and made part of this Agreement.

Section 3. If a holiday, as specified in Article 11, falls on a day a part-time employee is scheduled to work, said employee shall be compensated at his normal rate of pay for the holiday.

Section 4. Each part-time employee shall be provided with a car allowance of the internal Revenue Service approved amount per mile reimbursement for use of his car for Town business, provided the same has been authorized and approved in advance by the First Selectmen.

### **Article 18 – Savings Clause**

Section 1. The Town retains all rights and privileges it had prior to the signing of this Agreement, except such rights and privileges as specifically relinquished or abridged by the Agreement.

Section 2. All job benefits presently enjoyed by the employees which, are not specifically provided for or abridged by this Agreement are hereby protected by this Agreement.

### **Article 19 – Duration**

Section 1. Unless otherwise specified herein, all provisions of this Agreement shall become effective July 1, 2016. Further, this Agreement shall remain in full force and effect up to and including the 30<sup>th</sup> day of June, 2021 and shall continue in effect from year to year thereafter, except negotiations shall be reopened on or about December 1, 2020 for the purpose of negotiating a Successor Agreement.

Section 2. Either party wishing to terminate, amend or modify this Agreement shall notify the other party in writing not more than one hundred eighty (180) days nor less than one hundred fifty (150) days prior to such expiration date. Within twenty (20) days of receipt of such notification by either party, a conference shall be held between the Town and the Union's Negotiating Committee for the purpose of such amendment, modification or termination.

### **Article 20 – Training**

Section 1. The Town shall provide the necessary training or continuing education to maintain certifications or other forms of job related professional development. All such training, continuing education or job related professional development must be approved by the First Selectman.

Section 2. The Town shall pay the registration cost of job-related education or professional development courses or programs which are necessary for bargaining unit employees to obtain and/or maintain required certifications or licenses in their positions as Town employees provided that such employees obtain the approval of the First Selectman prior to registering for the course or program. It is understood that the number of requests so approved may be limited by availability of the remaining budgeted funds annually for this purpose.

**Signature Page**

**IN WITNESS WHEREOF**, the parties have caused their names to be signed on this  
  2   day of   MARCH   2016.

Signed, Sealed and Delivered  
In the Presence of:

**TOWN OF FRANKLIN**

By:     *R. Z. Mathis*      
First Selectman

**MUNICIPAL EMPLOYEES  
UNION INDEPENDENT, SEIU  
LOCAL 506, AFL-CIO, CLC**

By:     *[Signature]*      
Staff Representative

## APPENDIX A

### WAGE SCALE

<b>POSITION</b>	<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
<b>Foreman/Mechanic/ Truck Driver/ Laborer</b>	\$51,892.08	\$53,293.17	\$54,785.38	\$56,374.16	\$58,065.38
<b>Chief Mechanic/ Truck Driver/ Laborer</b>	\$45,058.11	\$46,274.68	\$47,570.37	\$48,949.91	\$50,418.41
<b>Truck Driver/ Laborer 1</b>	\$44,300.54	\$45,496.65	\$46,770.56	\$48,126.91	\$49,570.72
<b>Truck Driver/ Laborer 2</b>	\$43,009.89	\$44,171.16	\$45,407.95	\$46,724.78	\$48,126.23

2016– 2017 reflects an increase of 2.6%

2017– 2018 reflects an increase of a 2.7%

2018– 2019 reflects an increase of a 2.8%

2019-2020 reflects an increase of a 2.9%

2020-2021 reflects an increase of a 3.0%

## APPENDIX B

### WAGE SCALE

<b>2016-2017</b>	<b>2017-2018</b>	<b>2018-2019</b>	<b>2019-2020</b>	<b>2020-2021</b>
\$20.67 hr.	\$21.23 hr.	\$21.82 hr.	\$22.45 hr.	\$23.12 hr.

## APPENDIX C

### Job Descriptions

#### Forman/Mechanic/Truck Driver/Laborer

Works under the direction of the First Selectman and has the following qualifications:

1. Must have Class B-Connecticut CDL License
2. Must be able to direct the employees of the Department of Public Works and be responsible for Department of Public Works employees' performances.
3. Must be able to operate snowplow and road sander; as well as all kinds of light, medium and heavy equipment used for Town Maintenance work.
4. Must be able to make repairs on all equipment such as oil changes, motor repairs, wiring, et cetera and/or oversee maintenance on Town equipment and be responsible for work to be done.
5. Must be mechanically inclined.
6. Must be physically able to do manual labor, such as cutting brush and grass, patching roads, cleaning ditches and basin manholes, et cetera.
7. Must be able to take orders and carry them through.
8. Must be dependable.
9. Must have own transportation.
10. Must keep the First Selectman informed of all work being done by the Public Works Department.

#### GENERAL WORKING CONDITIONS

The terms and conditions of employment are set forth in the Agreement between the Town of Franklin and the Department of Public Works, and include, but are not limited to a, fifteen (15) minute coffee break, lunch on the "fly", and an afternoon break as authorized by the First Selectman.

## **Job Descriptions**

### **Chief Mechanic/Truck Driver/Laborer**

Works under the direction of the foreman of the Department of Public Works, who assigns tasks and inspects works in progress and upon completion. Requires the following qualifications:

1. Must have Class B-Connecticut CDL License
2. Must be able to operate snowplow and road sander; as well as all kinds of light, medium and heavy equipment used for Town Maintenance work.
3. Must assist in making repairs on equipment as needed
4. Must be mechanically inclined.
5. Must be physically able to do manual labor, such as cutting brush and grass, patching roads, cleaning ditches and basin manholes, et cetera.
6. Must be able to take orders and carry them through.
7. Must be dependable.
8. Must have own transportation.
9. Must be able to do general repairs/maintenance to vehicles and equipment used in the Public Works Department, including but not limited to welding, brazing, pipe fitting, gas & diesel engines, accessory, equipment in vehicles, and power equipment.
10. Must be able to do federal inspections and repairs on vehicles over 26,000 pounds. Including air breaks.
11. Must be air brake and ASE certified.

### **GENERAL WORKING CONDITIONS**

The terms and conditions of employment are set forth in the Agreement between the Town of Franklin and the Department of Public Works, and include, but are not limited to a, fifteen (15) minute coffee break, lunch on the "fly", and an afternoon break as authorized by the First Selectman.

## **Job Descriptions**

### **Truck Driver/Laborer**

Works under the direction of the foreman of the Department of Public Works, who assigns tasks and inspects works in progress and upon completion. Requires the following qualifications:

1. Must have Class B-Connecticut CDL License
2. Must be able to operate snowplow and road sander; as well as all kinds of light, medium and heavy equipment used for Town Maintenance work.
3. Must assist in making repairs on equipment as needed
4. Must be mechanically inclined.
5. Must be physically able to do manual labor, such as cutting brush and grass, patching roads, cleaning ditches and basin manholes, et cetera.
6. Must be able to take orders and carry them through.
7. Must be dependable.
8. Must have own transportation.

### **GENERAL WORKING CONDITIONS**

The terms and conditions of employment are set forth in the Agreement between the Town of Franklin and the Department of Public Works, and include, but are not limited to a, fifteen (15) minute coffee break, lunch on the "fly", and an afternoon break as authorized by the First Selectman.