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PREAMBLE

THIS AGREEMENT made this _____ day of 2000, by and between the TOWNSHIP OF FRANKLIN, a public employer of the State of New Jersey (hereafter referred to as the "Township"), and POLICEMEN'S BENEVOLENT ASSOCIATION OF FRANKLIN TOWNSHIP LOCAL NO. 154 (hereafter referred to as the "PBA").

PURPOSE AND INTENT

The Township and the PBA desire to establish, maintain and regulate all standards of hours of work, rates of pay, and all other terms and conditions of employment of the members of the PBA.

ARTICLE 1

RECOGNITION

The Township has previously recognized the PBA as the sole exclusive majority representative for collective negotiations within the meaning of N.J.S.A. 34:13A-1.1, et seq., for all police officers employed by the Township, excluding **Supervisory** Officers and the Chief of Police.

DRAFT DOCUMENT

**ARTICLE 2
AGENCY SHOP PROVISION**

A. Representation Fee

If an employee does not become a member of the PBA during any membership year from January 1 through December 31, which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the PBA for that membership year.

1. Prior to the beginning of each membership year, the PBA will notify the employee in writing of the amount of the regular membership dues which the PBA intends to charge to its members for that membership year. The Representation Fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

2. During each membership year covered in whole or in part by this Agreement, the PBA will submit to the Township a list of those employees who have not become members of the PBA for the then current membership year. The Township will deduct from the salaries of such employees in full amount of the Representation Fee and will promptly transmit the amount so deducted to the PBA.

3. The Township will deduct the Representation Fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the membership year in question. The deductions will begin with the second paycheck after receipt of the aforesaid list by the Township.

4. If an employee who is required to pay a Representation Fee terminates his/her employment with the Township before the PBA has received the full amount of the Representation Fee to which it

DRAFT DOCUMENT

is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

5. The PBA will notify the Township in writing of any change in the list provided to the Township and will notify the Township of any change in the amount of the Representation Fee.

6. The PBA 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 the PBA shall be available to all employees of the Bargaining Unit on an equal basis at all times. In the event the PBA fails to maintain such a system or if membership is not available, the Township shall immediately cease making such deductions.

B. Indemnification

The PBA shall indemnify, defend, and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards as furnished by the PBA to the Township, or in reliance upon the official notification on the letterhead of the PBA and signed by the President of the PBA advising of such changed deduction.

**ARTICLE 3
RIGHTS OF EMPLOYEES**

A. The Township acknowledges that employees subject to this Agreement are public employees having certain rights under the Laws of the State of New Jersey to form, join, and assist any employee, or organization, or to refrain from any activity, or both. The Township and the PBA agree that employees under this Agreement shall be free to exercise any of these rights without fear of penalty or reprisal.

B. If any negotiation session, arbitration, or any Public Employment Relations Commission hearing is scheduled more than seven (7) days in advance, any PBA member intending to attend shall notify the Chief of Police or designee of such intention in writing. **No approval shall be required.**

C. Two PBA Representatives plus necessary participants are entitled to attend a grievance arbitration and PERC hearings without loss of pay.

D. Three members of the PBA and the President and Delegate will make up the Negotiation Committee and will be allowed to

DRAFT DOCUMENT

attend all negotiations and interest-arbitration sessions.

ARTICLE 4

WAGES

A. The parties hereto agree to the following wage schedule:

	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>
	4%	4%	4%	4%
Probation	35,159.	36,565.	38,028.	39,549.
A.	37,806.	39,318.	40,891.	42,527.
B.	40,652.	42,278.	43,969.	45,728.
C.	43,711.	45,459.	47,278.	49,169.
D.	47,002.	48,882.	50,837.	52,871.
E.	50,540.	52,562.	54,664.	56,851.
F.	54,344.	56,518.	58,778.	61,130.
G.	60,434.	64,851.	67,445.	70,143.

B. The wage table includes scales for the respective positions in the Police Department, each step starting with **?Probation?** ending with "G" indicating the annual wage to which the employee would be entitled.

C. All increments shall be based upon time of service and not made contingent upon any merit and/or evaluation system.

D. All increases provided for in the Agreement shall be retroactive to January 1, 2000 (unless otherwise noted).

E. Detectives and Acting Detectives shall be compensated at the rate of One Thousand Dollars (\$1,000.00) over the base pay of an equal rank uniformed officer at the equivalent step.

F. When assigned to coach a recruit for at least forty (40) continued service hours, the officer so assigned will be paid a five percent (5%) pay differential.

1. Coaching is defined as actually training a recruit and shall not include any period when the recruit is in school.

2. Any officer assigned to coach who is absent for a

DRAFT DOCUMENT

forty (40) continued service hour period shall not be paid for such period.

3. Recruits are defined as probationary officers.

4. It is agreed that the five percent (5%) differential will begin the first day an officer is assigned to coach, except as provided in paragraphs Nos. 1 and 2, which deal with absenteeism.

**ARTICLE 5
LONGEVITY**

A. In addition to salaries and wages paid to police personnel, per Article 4 above, there shall be longevity payments provided according to the table herein below, which shall be effective each year following completion of each five (5) years of continuous service so long as no permanent policies shall have been established by the Township and agreed upon by the PBA. According to this table, each employee shall receive longevity payments based upon the following scale.

1. Five (5) years of service	Two and one-half percent (2.5%)
2. Ten (10) years of service	Four and one-half percent (4.5%)
3. Fifteen (15) years of service	Five and one-half percent (5.5%)
4. Twenty (20) years of service	Six and one-half percent (6.5%)
5. Twenty-five (25) years of service	Eight and one-half percent (8.5%)

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B. The amount authorized in the above longevity schedule shall be in addition to the basic salary established in the police service salary schedule established above.

C. Longevity payments in accordance with the above shall be included in the members' regularly scheduled compensation payments.

D. The years of service herein shall be determined from the date the employee commenced working for the Township.

DRAFT DOCUMENT

ARTICLE 6

OVERTIME

A. The Township agrees to compensate members of the PBA at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked beyond the normal work period (i.e., 8 hours in a work day, 40 hours in a work week, and 2,080 hours in a year). There shall be two (2) exclusions from the overtime computation.

1. The fifteen (15) minute briefing period held prior to the beginning of the eight (8) hour shift.

2. Up to eight (8) scheduled training days per calendar year over and above the normal 4-2 work shift. It shall be noted that scheduled training days can also be used for other police related activities (not scheduled during the months of July and August) and are to be scheduled a minimum of three (3) weeks apart.

B. It is further agreed that each member of the PBA will have the option of taking overtime in the form of compensatory time at the rate of time and one-half; it being understood that the maximum amount of compensatory time that can be accumulated at any one time by any member of the PBA will conform to the Fair Labor Standards Act.

It is understood that at the present time and at the time of this Agreement, members of the PBA are working a four (4) day on, two (2) day off shift. It is understood that the rate of overtime compensation becomes effective at an hourly threshold lower than that called for in the Fair Labor Standards Act (excluding the aforementioned exemptions). The 4-2 shift is for example purposes only and it is understood that management reserves the right to change shifts as needed.

DRAFT DOCUMENT

ARTICLE 7

UNIFORM AND UNIFORM CLEANING ALLOWANCE

The Township and the PBA agree that there will be an annual clothing allowance and uniform cleaning allowance:

01-01-2000	(One Thousand Dollars)	Total for Year
01-01-2001	(Eleven Hundred Dollars)	Total for Year
01-01-2002	(Twelve Hundred Dollars)	Total for Year
01-01-2003	(Thirteen Hundred Dollars)	Total for Year

The above will be paid to members of the PBA upon submission of a voucher. Voucher is solely for Finance records. No other documentation required

B. A new uniform issuance allotment shall be paid in the amount of Five Hundred Dollars (\$500) for each new man/woman upon the submission of a voucher. Voucher is solely for Finance records. No other documentation required.

C. This schedule does not apply to other items of equipment which are supplied by the Township.

D. The Township agrees to replace any clothing or equipment damaged in the line of duty, not due to the employee's negligence as shown in an incident report, at actual replacement cost.

E. All items of equipment covered by this Article are set forth below with limits included where appropriate:

1. Weapon;
2. Handcuffs;
3. Flashlight;
4. Nightstick;
5. Leather Gear;
6. Wrist Watch (limit \$80.);
7. Eyeglasses or Contacts (limit \$250.);
8. Briefcase (limit \$100.); and

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Bulletproof Vest

To be eligible for replacement items evidence of broken items must be presented along with a receipts for the new replacement items

ARTICLE 8

VACATION

A. During the twelve (12) month probationary period of employment, probationary employees shall accrue vacation at the rate of point eight three three (.833) days per month. No probationary employee shall be entitled to take vacation until after the successful completion of the twelve (12) month probationary period. Probationary employees shall continue to accrue vacation days at the rate of point eight three three (.833)

DRAFT DOCUMENT

days per month until the first day of January after the end of the probationary period. Thereafter, probationary employees will accrue vacation at the same rate as other employees.

B. Upon completion of probation, a regular non-probationary employee shall be entitled to ten (10) days of vacation per year. Vacation entitlement shall be accrued using the day the employee commences employment with the Township (including time accrued as a member of any other Department of the Township). Vacation for regular non-probationary employees will be earned at the following rate:

Upon completion of one year (1) year	10 days per year
Upon completion of five (5) years	15 days per year
Upon completion of eight (8) years	20 days per year
Upon completion of thirteen (13) years	24 days per year
Upon completion of eighteen (18) years	25 days per year
Upon completion of twenty-three (23) years	30 days per year

C. Vacation time will be credited and may be used by the employee as of January 1 of the year in which it will be earned.

D. Any employee who leaves the employment of the Township for any reason, and who has taken vacation before it has been earned, shall reimburse, in full, the Township the cash value of the amounts paid to him/her for all unearned vacation.

E. Any member of the PBA shall have the right to accumulate and carry over from year to year, up to two (2) years, earned vacation. No more than two (2) years' worth of vacation may be accrued at any time.

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**ARTICLE 9
SICK LEAVE**

A. The existing sick leave policy of earning one (1) day per month for each month of service with an accumulation of up to one hundred twenty (120) days for employees hired before January 1, 1997 shall remain in effect during this Agreement. Employees hired after January 1, 1997 will be able to accumulate up to one hundred (100) sick leave days. During the first year of employment, sick leave will be earned at the rate of one (1) day per month of employment. Beginning in the second year of employment, each employee will be credited with twelve (12) sick days as of January 1 of each year to be used during the calendar year, provided that in the event an employee leaves during the year and he/she has taken more than his/her pro rata share of sick leave of one (1) day per month, any excess sick leave taken will be deducted from the final paycheck. If the Administrative Code is changed at any time during the term of this contract to increase sick leave benefits accrual and/or use, the employee may choose to adopt those sick leave plan amendments or to continue with those reflected herein.

B. Individual sick days shall not be used to cover time lost due to on-the-job injuries provided that the member provides evidence from a physician assigned by the insurance carrier and agreed upon by the Township Manager.

C. Individual sick days may be used for the illness of a member of an employee's household as defined by FMLA which requires the employee's personal care and attention in accordance with FMLA.

D. The use of individual sick days for illness or accidents beyond the minimum and in lieu of commencing disability income protection coverage shall be at the option of the member.

E. Disability income program payments are to be financed through equitable shares by the Township and employee on a payroll

DRAFT DOCUMENT

deduction basis during the term of this contract. This is on a 50-50 basis depending on salary.

F. Employees hired before January 1, 1997 will adhere to the following: Upon retirement or death after ten (10) full years of service with the Township, the employee or his/her designated beneficiary will receive full payment for any unused accumulated sick leave up to a maximum of one hundred (100) days computed on the basis of final wages at the time of retirement or death.

G. Employees hired after January 1, 1997 will adhere to the following: Upon retirement or death after ten (10) full years of service with the Township, the employee or his/her designated beneficiary will receive full payment for any unused accumulated sick leave up to a maximum of eighty (80) days computed on the basis of final wages at the time of retirement or death.

H. For purposes of this section, the actual retirement date shall be the date established by the Police and Fire Retirement System.

I. Deferred retirement benefits shall not count as retirement for purposes of this section.

K. Any eligible employee desiring to receive a lump sum payment upon retirement shall give written notice to the Township at least twelve (12) months prior to the employee's anticipated retirement date requesting such lump sum payment. In the event such notice is not given or in the event of the death of an eligible employee, this benefit shall be paid in twelve (12) equal monthly installments without interest. The Township shall have forty-five (45) days from receipt of the employee's formal Notice of Retirement Approval, or from the employee's date of death, to make final computations of the amount due. No payment under this section shall count toward nor affect, either by increasing or decreasing, any pension or retirement benefit due the employee.

L. 1. Effective upon the signing of this Agreement, if any PBA member works a minimum of six (6) hours in any day and then becomes ill, necessitating his/her leaving before the end of his/her shift, he/she shall be paid in full for the day. There shall be no charge against sick leave.

2. Effective upon the signing of this Agreement, if any PBA member works less than six (6) hours in any day and becomes ill, necessitating his/her leaving work before the normal end of his/her shift, the entire day shall be charged against the individual's sick leave entitlement.

M. It is expressly understood that the Township shall have the right to record all uses under the aforesaid paragraph.

DRAFT DOCUMENT

N. It is further expressly understood that the provisions herein shall be used in the event of illness only, pursuant to the collective bargaining agreement.

O. 1. An officer using seven (7) or less sick days in the calendar year shall be compensated for the unused days at the rate of ten dollars (\$10.00) per day.

2. If the employee uses three (3) or less sick days, the employee shall receive fifteen dollars (\$15.00) per day.

3. Unused sick days will continue to accumulate. To be eligible for this benefit, the employee must be in services as of January 1 of the year benefits are calculated.

An officer who as of the first of the calendar year has accumulated fifty (50) or more sick days, shall have the option for that year of being paid forty dollars for each of the annual sick days not used with no accumulation for days which payment is made. The officer may decline payment and permit unused sick leave days to accumulate.

**ARTICLE 10
PERSONAL LEAVE**

A. In addition to the normal vacation schedule contained in Article 8, each member of the PBA shall be entitled to three (3) days personal leave per year.

B. Personal leave may be used for, but not necessarily be limited to, concluding real estate transactions, family affairs, illness of a member of the immediate family (including grandmothers and grandfathers and those relatives residing in the same household), out-of-town family business trips (non-funeral), meetings not related to job or professional duties, medical appointments, and funerals not covered under funeral leave.

C. Personal leave is not cumulative.

DRAFT DOCUMENT

E. Requests for personal leave shall be submitted to and approved by the Department Head or designee at least three (3) days in advance, except in unusual circumstances.

**ARTICLE 11
LEAVE OF ABSENCE**

A leave of absence without pay and without benefits paid may be granted for good cause to an employee for a period of up to one (1) year. In addition, the Township may extend a leave of absence without pay and without benefits paid beyond one year for a three (3) month period which may be renewed, but the total of any leave of absence shall not exceed a second year.

**ARTICLE 12
STAND-BY-DUTY**

A. Each member of the PBA who is notified that he/she has been placed on stand-by-duty, during off-duty hours, shall be entitled to three (3) hours' pay at the rate of time and one-half (1-1/2) for each twenty-four hour (24) hour period or any part thereof, with payment to be made for at least three (3) hours if

DRAFT DOCUMENT

he/she is called into police headquarters. (That is, he/she shall be paid for any three (3) hours of any twenty-four (24) hour period or part thereof). Officers placed on stand-by must be notified when they are released by the shift commander.

B. Stand-by pay as it relates to Detectives on weekends shall be limited to the forty-eight (48) hour period as comprised of Saturday and Sunday. Said Detectives shall be compensated at a rate of six (6) hours' pay at time and one-half (1-1/2).

C. Detectives, if called in on weekend shall receive stand-by pay and any hours actually worked at time and half (1?)

D. Stand-by pay shall not be interpreted to include on-call court subpoenas.

E. All police officers shall be guaranteed a minimum of two (2) hours at a rate of time and one-half (1-1/2) for actual court appearances on their time off, even if this minimum two (2) hour court time overlaps with the start of their shift

**ARTICLE 13
TUITION BENEFITS**

A. An employee pursuing either an Associate Degree or a Bachelor's Degree in a police related **or public administration** field, shall be reimbursed not in excess of the current in state per credit cost at Rutgers University, New Brunswick campus **upon successful completion.**

B. Successful completion shall mean the attainment of a "C" grade or better during a course of study in the aforementioned fields.

C. A prerequisite for reimbursement of other courses of study is that it be approved by the Township Manager before the employee shall be eligible for same.

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ARTICLE 14
CONDUCTING ASSOCIATION BUSINESS

A. The Township shall grant time off without loss of pay to the Legislative State Delegate of the New Jersey PBA, or his/her designee, to conduct PBA business on the state or local level and to attend monthly state and/or county conferences or scheduled tri-county conference meetings which require their attendance.

B. If the regular scheduled tours of duty are on a day of a meeting, then the delegate shall be excused for that day's tour of duty or, if regular scheduled tours of duty are between the hours of 11:00 p.m. and 7:00 a.m. the day after the meeting then, at the delegate's option, he/she shall be entitled to his/her choice of day off.

ARTICLE 15
GRIEVANCE PROCEDURE

A. DEFINITION:

A grievance within the meaning of this Agreement shall mean a difference of opinion or dispute arising between the Township and the PBA or between the Township and an employee concerning rates of pay, wages, hours or employment, or concerning the interpretation and application of this Agreement and condition of employment.

B. PURPOSE:

The purpose of the procedure is to secure, at the lowest possible administration level, equitable solutions to the problems which may arise from time to time.

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C. PROCEDURE:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified, however, may be extended by mutual agreement.

1. Any party in interest may be represented at all stages of this grievance procedure by himself/herself or any representative of his/her choosing. When an employee is not represented by the PBA, the PBA shall have the right to be present and to state its view at all stages of the grievance procedure by reason of such participation.

2. The following procedure must be initiated by either party and shall be followed within twenty (20) calendar days computed from the date of the occurrence being grieved or within twenty (20) working days from reasonably knowing of the event.

a. Level One: The employee and the chairman of the PBA Grievance Committee or the employee individually shall meet with the Division Commander. In the event the grievance is not settled at Level One or if no decision is delivered by the Division Commander within seven (7) working days, both parties shall complete and sign the proper form and forward it for action at the next step in the procedure.

b. Level Two: The PBA President or designee and the PBA Grievance Committee Chairman, along with the employee, or the employee individually, shall meet with the Chief of Police to discuss the grievance within seven (7) working days.

c. Level Three: The PBA President or designee and the PBA Grievance Committee Chairman, along with the employee, or the employee individually, shall meet with the Township Manager to discuss the grievance within seven (7) working days.

d. Level Four: If a settlement is not reached pursuant to Level Three, either party may elect to submit the grievance to arbitration. However, the party requesting arbitration shall give notice to the other party of its intention to arbitrate.

The matter shall be submitted to arbitration within ninety (90) days from the Township Manager Decision in Level Three in the following manner:

(i) A request for an arbitrator shall be made to the Public Employment Relations Commission or the New Jersey State Board of Mediation according to the rules and regulations of each respective agency. The parties are to be bound by the procedure of the selected agency.

DRAFT DOCUMENT

(ii) The arbitrator shall have no authority to change, modify, alter, substitute, add to or subtract from the provisions of **this** agreement.

(a) The arbitrator shall be bound by the provisions of this agreement and by the applicable laws of the state of New Jersey and the United States. The arbitrator shall not have the authority to add to any amendment or supplement thereto. In rendering his written award, the arbitrator shall indicate his finding of fact and reason for the decision. The arbitrator's decision shall be final and binding upon the parties subject to applicable court proceedings.

(b) Either party may direct the arbitrator to decide, as preliminary question whether he has jurisdiction to hear and decide the matter in dispute.

(iii) The cost of the services of the arbitrator shall be borne equally between the PBA and the Township. Any other expenses incurred, including but limited to the presentation of witnesses, shall be paid by the party incurring same.

3. Miscellaneous:

a. If, in the judgment of the PBA Grievance Committee, a grievance affects a group of employees, the Committee may submit such grievance in writing to the Township Manager directly and the processing of such grievance shall commence at Level Three.

b. Decisions rendered at any level of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and the Chairman of the PBA Grievance Committee.

c. Forms for filing grievances and notices of hearings shall be prepared jointly by PBA and the Township Manager and given appropriate distribution.

d. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

DRAFT DOCUMENT

ARTICLE 16
SEPARABILITY CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by any legislative act or any court of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 17
MEDICAL BENEFITS

A. The Township agrees to provide each member of the PBA with the following benefits. The Township agrees that in the event an improved health insurance package is obtained during the term of this Agreement that the members of the PBA shall receive the new health benefit coverage.

B. Employees shall be divided into two (2) separate categories for the purposes of this Agreement listed below:

Category A: Members of the PBA hired before
January 1,2000

Category B: Members of the PBA hired after
January 1,2000

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Section 2. For the period January 1,2000 through June 30,2000, employee health benefits have been and are as follows:

Available Plans

MEDICAL

HMOs: Aetna US Healthcare
Cigna
HMO Blue
PPO: Horizon Blue Select
OTHER: UHP

PRESCRIPTION: Horizon Blue Cross

DENTAL: Horizon Blue Cross (or Cigna HMO,if enrolled)

OPTICAL: \$50.00 per employee per annum

DISABILITY: UNUM

B. Payments

Medical

Officer hired before 11.01.94 Township pays
100% of any plan.

Officer hired after 11.01.94 Township pays
100% of HMO Blue. Employee pays difference between HMO Blue
if employee selects other plan

Prescription and Dental

Officer hired before 11.01.94 Township pays
100%

Officer hired after 11.01.94 Township pays
80%; employee pays 20%

Disability

Township pays 50% and all employees pay 50%.

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Section 3 Effective July 1, 2000, employee health plans will be as follows:

Available Plans

MEDICAL

HMO

HMO Blue, Cigna

PPO:

Horizon Blue Select

POS:

Physicians Health Service Charter

POS with \$5.00 co-pay

PRESCRIPTON

Horizon Blue Cross

DENTAL

Horizon Blue Cross, Cigna HMO

OPTICAL

\$150. reimbursement per employee family per annum

DISABILITY

UNUM

NOTE 1: If during the term of this contract the Township makes other health plans or changes to the above named plans available to other bargaining units, such plans will also be made available to the employees covered by this collective bargaining agreement.

NOTE 2: After consultations with the Union, the Township may change the vendor for any of the above named plans as long as the aggregate of services and out-of-pocket costs to the employees are equivalent or better for the employees.

B. Payments

1. Medical

Officer hired before 01.01.00
100% of any plan

Township pays

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Section 5.

Employees retiring with 25 years in the New Jersey pension system and 25 years of service to the Township may receive the medical, prescription and dental benefits for which they are eligible under this agreement (Category A) or **(Category B) with 20% contribution for prescription and dental. Along with medical benefits in accordance with (Category B)**

Employees in all categories retiring with 25 years in the New Jersey pension system and 20 years of service to the Township may enroll in the POS at no cost to the retiree, as well as receive prescription and dental benefits in accordance with their Category (A or B)

Comments:

Reviewing the issue of 20 years

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ARTICLE 18

HOLIDAYS

A. Members of the PBA shall receive compensation for the following days designated by the Township:

New Year's Day

Martin Luther King's Birthday

President's Birthday (Washington)

Good Friday

Memorial Day

Independence Day

Labor Day

General Election Day (first Tuesday after the first Monday in November)

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

Day Christmas Eve

Christmas Day

B. All holiday pay will be paid in two payments in the last paychecks in May and October each year.

C. Detectives, if scheduled to work any holiday as designated in paragraph ?A? may be eligible for ?Holiday

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Off?. The detective shall forfeit the four-hour holiday pay. One detective from each of the two shifts must work the holiday. If/when exigent circumstances arise, it shall be management's prerogative to increase minimum staffing as needed.

D. Due to police officers working shift work, holiday pay shall be computed as follows:

1. When physically working a holiday, an officer receives twelve (12) hours' extra pay, plus his/her regular two (2) weeks' salary;

2. When an officer is not physically working a holiday, the employee receives eight (8) hours' extra pay plus his/her regular two weeks's salary;

3. A holiday is defined as the twenty-four (24) hour period beginning at 12:01 a.m. and ending at 11:59 p.m. on those calendar dates officially designated as holidays by a resolution of the Township Council, except that Christmas Day--December 25, New Year's Day--January 1, and Independence Day--July 4 will be the actual holidays rather than the days designated by the Township Council; and

4. Officers will be paid two and one-half (2-1/2) times their regular hourly rate for all time actually worked during any twenty-four (24) hour holiday period.

**ARTICLE 19
FUNERAL BENEFITS**

A. Members of the PBA shall be entitled to up to five (5) days off with pay at the straight time rate in the event of the death of a member's spouse or child.

B. In the event of the death of a member's parent, parent-in-law, grandparent, sister, or brother, the member shall be entitled to up to three (3) days off with pay at the straight time rate.

C. In the event of the death of a member's grandchild, sister-in-law, or brother-in-law, the employee shall be entitled

DRAFT DOCUMENT

to up to one (1) day off with pay at the straight time rate.

**ARTICLE 20
FUNERAL DETAIL**

In the event a police officer is killed in the line of duty in the State of New Jersey, the Township and the PBA will designate two (2) members of the PBA to attend the officer's funeral. One representative will be chosen by the Chief of Police and one by the PBA Local 154 President.

**ARTICLE 21
EXPENSES**

The Township shall reimburse members of the PBA for meals and mileage expenses incurred on official duty by monthly voucher at a

DRAFT DOCUMENT

rate equal to the prevailing I.R.S. allowable deduction for mileage and Ten dollars (\$10.00) for meals.

**ARTICLE 22
PERSONNEL FILES**

A. A separate personnel history file shall be established and maintained for each employee covered by this Agreement. Personnel history files are confidential records and shall be maintained in the Assistant Township Manager's office and the Chief of Police's office.

B. Each employee shall have the right to inspect and review his or her own individual personnel file, upon request to the Employer. The Employer recognizes and agrees to permit this review and examination at any reasonable time. Employees shall have the right to a photocopy, define, explain, or object to in writing anything found in his/her personnel file, and this writing shall become part of the employee's personnel file. Such response must occur within ten (10) days of recovery in file or be waived.

C. All personnel history files shall be carefully maintained and safeguarded.

D. Employees shall receive a copy of each derogatory or disciplinary document being placed in his or her personnel

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file within ten (10) days. The employee shall sign off and date any document given to him, and have the right to place a written rebuttal response to any and all disciplinary documents contained in the personnel file.

E. The Assistant Township Manager and the Chief of Police shall maintain official personnel files. No other official file or personnel record will be maintained. However, it is agreed that a departmental reference file will be maintained for day-to-day reference **and shall not be used in disciplinary hearings.**

ARTICLE 23
MISCELLANEOUS

Both parties agree to be bound by all statutory and judicial decisions, and each party has all of the rights and privileges set forth in such statutes and judicial decisions where applicable to the parties hereto.

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ARTICLE 24
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself without limitations all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by law with respect to the management and direction of the police department, including but not limited to, the right to hire, promote, transfer, discharge, discipline and direct the members of the Franklin Township Police Department, except as may be limited by the provisions of this agreement **as well as by law.**

Comment:

Twp Attorney Review

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ARTICLE 25

FULLY BARGAINED PROVISIONS

A. The Township and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no practices shall be binding on the Township or the Union during the term of the Agreement unless agreed to in writing between the Township and the Union subsequent to the date of execution of this Agreement.

B. It is the intent of the parties that the provisions of this agreement, except where noted in this Agreement, will supersede all prior agreements and understanding, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted.

C. This Agreement shall not be modified in part by the parties except by an instrument in writing executed by both parties.

Comment:

Being discussed

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ARTICLE 26
TERM OF CONTRACT

A. This Agreement shall be in full force and effect retroactively to January 1, 2000 through the period ending December 31, 2003, and shall continue until such time as the parties reach a new agreement.

B. The PBA shall, at least sixty (60) days prior to the expiration of this Agreement, which shall be November 1, 2003 submit in writing its intention to open negotiations and shall include as part of said notice a list of all items which it intends to negotiate, subject to any determination during the interim period, which shall be between the date of ratification of this Agreement and the expiration date of same, and any change mutually agreed to by the parties herein.

C. The Township agrees to provide each member of the PBA with a copy of the Collective Bargaining Agreement at no expense to the PBA.

IN WITNESS WHEREOF, the Township and the PBA have caused this Agreement to be signed by their duly authorized representatives the day and year written, next to their signatures below.

ATTEST:

TOWNSHIP OF FRANKLIN

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JEAN C. PELLICANE, Clerk

UNENDRA CHIVUKULA, MAYOR

ATTEST:

PATROLMEN'S BENEVOLENT
ASSOCIATION OF FRANKLIN
TOWNSHIP LOCAL NO. 154

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AGREEMENT

Between

TOWNSHIP OF FRANKLIN

And

**POLICEMEN'S BENEVOLENT ASSOCIATION
OF FRANKLIN TOWNSHIP
LOCAL NO. 154**

JANUARY 1, 2000 through DECEMBER 31, 2003

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TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE 1 - RECOGNITION	2
ARTICLE 2 - AGENCY SHOP PROVISION	3
ARTICLE 3 - RIGHTS OF EMPLOYEES	5
ARTICLE 4 - WAGES	6
ARTICLE 5 - LONGEVITY	9
ARTICLE 6 - OVERTIME	11
ARTICLE 7 - UNIFORM AND UNIFORM CLEANING ALLOWANCE	13
ARTICLE 8 - VACATION	14
ARTICLE 9 - SICK LEAVE	16
ARTICLE 10 - PERSONAL LEAVE	20
ARTICLE 11 - LEAVE OF ABSENCE	21
ARTICLE 12 - STAND-BY-DUTY	22
ARTICLE 13 - TUITION BENEFITS	23

DRAFT DOCUMENT

ARTICLE 14 - CONDUCTING ASSOCIATION BUSINESS	24
ARTICLE 15 - GRIEVANCE PROCEDURE	25
ARTICLE 16 - SEPARABILITY CLAUSE	29
ARTICLE 17 - HEALTH BENEFITS	30
ARTICLE 18 - HOLIDAYS	33
ARTICLE 19 - FUNERAL BENEFITS	35
ARTICLE 20 - FUNERAL DETAIL	36
ARTICLE 21 - EXPENSES	37
ARTICLE 22 - PERSONNEL FILES	38
ARTICLE 23 - MISCELLANEOUS	39
ARTICLE 24 - TERM OF CONTRACT	40