

AGREEMENT

BETWEEN

**THE TOWNSHIP OF FRANKLIN
GLOUCESTER COUNTY, NEW JERSEY**

AND

**NEW JERSEY STATE POLICEMEN'S
BENEVOLENT
ASSOCIATION, PBA LOCAL 122**

JANUARY 1, 2011 THROUGH DECEMBER 31, 2014

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PREAMBLE

This Agreement, effective the 1st day of January, 2011 between the **TOWNSHIP OF FRANKLIN** (hereinafter referred to as the "Township" or "Employer") and the **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 122** (hereinafter referred to as the "PBA") represent the complete and final understanding on all bargain able issues between the employer and the PBA.

ARTICLE I
RECOGNITION

The employer recognizes the PBA for the purposes of collective negotiations as the exclusive representatives of the patrol officers and detectives in the Police Department of the Township of Franklin, Gloucester County, excluding all other employees.

**ARTICLE II
MANAGEMENT PREROGATIVES**

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and law of New Jersey and of the United States and ordinances of Franklin Township.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under *N.J.S.A.* 40, 40A, 11, 11A or any other national, state, county or local laws or ordinances.

ARTICLE III
LAW ENFORCEMENT OFFICERS RIGHTS

In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines will apply:

1. The interrogation of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty.

2. The member shall be informed of the nature of the investigation before any interrogation commences. Information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interrogated as a witness only, he/she should be so informed at the initial contact.

3. The questioning shall be reasonable in length. Time shall be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

4. The interview of a police officer may be recorded provided he/she is so notified.

5. The member of the force shall not be threatened with disciplinary punishment or promised reward as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his/her acts.

6. If a member of the force is under arrest or is likely to be: thus, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decisions of the United State Supreme Court.

7. A member of the force if he/she so requests, shall be permitted to consult with Counsel or his/her PBA representative(s) prior to any questioning regarding a violation of the Rules and Regulations of the Department.

**ARTICLE IV
AGENCY CLAUSE**

A. The President of PBA Local 122 shall submit to the Township Personnel Office a list of names of employees covered by this Agreement who are not currently dues paying members of PBA Local 122. The Township, in compliance with New Jersey State Law and this Agreement, shall deduct from non-member employees of this Bargaining Unit a representation fee up to eighty-five (85%) of the amount set for PBA Bargaining Unit members in accordance with *N.J.S.A. 34:13A-5 et seq.* This amount shall be paid by payroll deductions directly to PBA Local 122.

B. **Demand and Return System for Representation
Fee in Lieu of Dues.**

The PBA has established and will maintain a "demand and return" system whereby non-member employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share" if any, of this fee subject to refund in accordance with the provision of *N.J.S.A. 34:13A-5.5*. The demand and return system shall also provide that non-member employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings, placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the non-member employee to the State Board as established by *N.J.S.A. 34:13-5.6*.

C. The PBA shall indemnify, defend and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the employer in connection with this Article based upon information furnished by the PBA or its representatives.

ARTICLE V GRIEVANCE PROCEDURE

A. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss this matter informally with any appropriate member of the Department Supervisory Staff and having the grievance adjusted without the intervention of the Association.

B. Definition.

The term "grievance" as used herein means the interpretation or application of this Agreement and includes letters of reprimand and performance notices. All other matters including all other discipline are specifically excluded from the grievance procedure.

C. Steps of the Grievance Procedure.

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 in writing by mutual consent:

Step One:

An officer with a grievance shall reduce it to writing and discuss it with his/her section supervisor either directly or through the PBA's designated representative for the matter of resolving the grievance informally. A grievance must be presented within seven (7) calendar days from the date of occurrence giving rise to the grievance. If it is not presented within the

aforementioned time period, it shall thereafter not be considered a grievance under this Agreement. The officer's supervisor shall render a decision within seven (7) calendar days after presentation of the grievance.

Step Two:

If the grievance is not resolved at Step One or in the event no decision has been received within the time set forth in Step One, the aggrieved may, within seven (7) calendar days thereafter submit the grievance to the Chief of Police, or his/her designee. A decision thereon shall be rendered in writing by the Chief of Police or his/her designee within seven (7) calendar days after the holding of such meeting.

Step Three:

If the grievance has not been resolved at Step Two, or in the event no decision has been received within the time set forth in Step Two, the matter may be referred by the PBA through its designated representative within seven (7) calendar days thereafter to the Township Administrator. A meeting on the grievance may be held between the PBA and the Township Administrator or his/her designee. The Township Administrator or his/her designee shall render a final decision within seven (7) calendar days of the date of the meeting.

Step Four:

In the event the PBA is not satisfied with the decision of the Township Administration, the PBA, on behalf of itself and/or the aggrieved officer may within fifteen (15) calendar days refer the matter to arbitration.

An Arbitrator shall be selected in accordance with the procedures of the Public Employment Relations Commission (PERC).

1. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an

arbitrator in any single case.

2. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expense incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.

3. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this Agreement.

4. The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties; subject, however, to any applicable statutes and case law available to the parties.

D. A time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties in writing.

E. An employee may be represented at all stages of the grievance procedure, by himself/herself, or at his/her option, by a representative selected or approved by the PBA, except only the PBA may refer matters to arbitration, and arbitrate grievances at Step Four of the grievance procedure. The PBA shall have the right to be present and state its views at all stages of the grievance procedure.

ARTICLE VI SALARIES

The salary for all members listed in Article I shall be set forth in Schedule A, which is attached hereto and made a part hereof.

A. Corporal Rank

1. The rank of Corporal will be created with a salary of two thousand five hundred dollars (\$2500.00) above that of a First Class Officer. The position of Corporal will be a promotion and enjoy all those benefits included in this collective bargaining agreement.

B. Police K-9 Officer assignment

1. In order to resolve any Fair Labor Standard Act issues the following is agreed to in an effort to account for and compensate police K-9 Handlers/Officers while on and off duty.

2. As a general rule "Commuting Time" that is "any time spent transporting the police K-9" is generally not compensable under the Portal to Portal Act.

3. The K-9 Officer shall receive compensation for home care, feeding, training and grooming of their assigned police K-9 to include one half (½) hour of paid non work time for each work day. A workday will be at the discretion of the Chief of Police to satisfy the needs of Franklin Township.

4. The "pilot" schedule for this assignment will be four (4) ten (10) hour days typically scheduled Wednesday to Saturday, during the hours when calls for service are the greatest. This time will normally be from 1400 hrs. to 2400 hrs., however the hours may be adjusted. It is understood that the one half (½) hour of paid non work time is considered as work time and can typically be taken at the beginning (1400 hrs.) of the shift or at the end (2330 hrs), with prior approval from the K-9 supervisor (Patrol Lieutenant). In the event that a work assignment does not allow for the K-9 Handler/Officer to take the one half (½) hour off on any given work day, such hour(s) shall be accumulative up to a maximum of three (3) hours where after they will immediately be scheduled off upon request.

5. In addition to the one half (½) hour of paid non work time each work day provided herein, the Officer that is assigned as a K-9 Officer/Handler shall be compensated for the at home care, feeding, training and grooming of their assigned police K-9 on non work days. The K-9 Handler/Officer will receive twenty five hundred dollar (\$2500.00) stipend. This compensation or stipend will be paid at the end of the year and will be included in the Officer/Handler's holiday and or incentive pay.

Note: If an Officer/Handler should terminate service or be reassigned during the year, the payment will be prorated on the basis of the calendar non-workdays for that year.

6. All training days, recertification or reevaluation of the K-9 and Officer/Handler will be scheduled on workdays to minimize unnecessary overtime.

7. Call out time is compensable and will be at the discretion of the Chief of Police and includes but is not limited to overtime or compensatory time. When possible this will be determined before the assignment with advance notice to the Officer/Handler. There will be no on-call or standby time compensation other than what is addressed in the current Patrolman's contract.

8. The Township of Franklin Police Department will be responsible for all veterinary expenses, food, grooming supplies and related equipment associated with the care and maintenance of the police K-9. The Officer/Handler who is selected and assigned to this unit agrees that in the event of employment termination or resignation during the service life of the police K-9, he/she will be responsible for complete financial reimbursement to the Township of Franklin for the cost of the police K-9 including but not limited to training and associated replacement cost.

9. Upon retirement of the police K-9 from active duty all associated costs including but not limited to veterinary care, food, grooming supplies and related equipment associated with the care and maintenance of the police K-9 will be assumed by the Officer/Handler for the life of the K-9.

10. This agreement will take effect when the K-9 and Officer/Handler successfully graduates from the Police K-9 Academy.

ARTICLE VII
COMPUTATION OF SALARY AND BENEFITS

Seniority and other service related benefits such as vacation and longevity for the purpose of this Agreement shall commence from the date of hire. In the event an officer has left his/her employment with the Township for more than one (1) year, such time will constitute a break in employment and seniority will then be calculated from the latest date of hire.

**ARTICLE VIII
STAND-BY TIME**

A. Stand-by time for all officers, excluding detectives shall be compensated for at a rate of one (1) hour straight time pay for each three (3) hours of stand-by time or part thereof.

B. Detectives shall be excluded from stand-by compensation for normal stand-by duty. However, detectives shall be compensated at the same rate as officers in Section A when they are specifically placed on stand-by notice.

C. Stand-by time is separate and distinct from pager/cell phone duty time. The Township shall provide an annual stipend to members assigned pager/cell phone duty by the Chief of Police. The annual stipend shall be paid at the end of the year with Holiday Pay upon a duly executed voucher signed by the Chief of Police. If an officer is assigned or relieved of pager/cell phone duty mid year, then the amount will be pro-rated accordingly per month.

D. The annual stipend for the life of this agreement will be four hundred and sixty dollars (\$460.00).

**ARTICLE IX
OVERTIME, EXTRA DUTY AND COURT TIME**

A. Definitions.

1. **Regular Straight Time Rate of Pay**

a. The regular straight time rate of pay is computed by dividing the annual base salary (see Schedule A) by 2,080.

b. For those employees whose regularly scheduled work year is in excess of 2,080 hours, the hours worked beyond 2,080 shall be compensated at straight time, hour for hour either in cash or compensatory time at the option of the Township.

2. **Overtime Rate of Pay**

The overtime rate of pay is computed by dividing the annual base salary and college incentive by 2,080 and multiplying by 1.5.

3. **Overtime**

a. Overtime is defined as all authorized hours of work in excess of one hundred and sixty-eight (168) hours in a twenty-eight (28) day work cycle or work in excess of the normal work hours in any shift. Up to a maximum of eight (8) such hours monthly may be utilized for police certification training purposes at the regular straight time rate of pay.

b. The Township may implement a twelve (12) hour shift for some or all of the employees covered under this Agreement and all time off benefits shall continue to be calculated on an eight (8) hour day and converted into hours so that the total of hourly time off for employees working on an eight (8) hour, ten (10) hour and twelve (12) hour basis will be the same. The exact breakdown will be at the discretion of the Chief of Police based on the manpower needs of the Department.

C. The regular schedule for employees will be at the discretion of the Chief of Police

or his/her designee and will generally be an eight (8), ten (10) or twelve (12) hour shift with the following exceptions:

1. A "duty day" begins at ten (10) minutes prior to the start of the shift and ends on the hour, either eight (8) hours and ten (10) minutes later, ten (10) hours and ten (10) minutes later or twelve (12) hours and ten (10) minutes later or when the officer is relieved, whichever is sooner. Specifically, officers shall be prepared to assume normal patrol duties ten (10) minutes prior to the hour.

2. The regular work schedule will be posted not less than thirty (30) days in advance.

a. The regular work schedule may be changed by the Chief of Police or his/her designee to meet the business needs of the Township.

b. Except in cases of emergency, the effected officer will be given five (5) days notice of a change in the regular work schedule.

c. In the event, the Chief of Police or his/her designee decides to make shift change(s), volunteers will be considered.

3. In the event the Township determines to change from the twelve (12) hour shift and return to a ten (10) hour or eight (8) hour shift, not less than fifty-six (56) days advance notice will be given to all employees.

D. **Compensatory Time**

1. Officers who work overtime that have been approved in advance by the Chief of Police, or his/her designee, will; at the discretion of the Chief of Police receive pay or compensatory time off for such overtime work. Scheduling of compensatory time off is subject to approval by the Chief of Police.

2. Pursuant to Fair Labor Standards Act, compensatory time in lieu of overtime payment in case may be accrued up to four hundred eighty (480) hours. Employees who have accrued the maximum four hundred and eighty (480) hours of compensatory time must be paid cash wages at the overtime rate for all overtime hours worked in excess of the maximum for the work period set forth in this Article.

E. If any employee is called in on a day off or regular time off, he/she shall receive three (3) hours of pay at the overtime rate of pay, provided such work is not contiguous with the employee's work day.

F. Court attendance shall be paid when the officer is off duty at the overtime rate of pay for a minimum of two (2) hours.

G. A senior police officer who has been designated by the Chief of Police, or his/her designee, as Shift Commander on any shift will receive in addition to his/her regular rate of pay, the difference between their hourly rate and that of a Sergeant's hourly rate, per hour for the time so designated.

H. Overtime will be rotated among employees to be distributed as equitably as possible. However exceptions to the overtime rotation will include special skills which may be required as determined by the Chief of Police. All employees may be required to work a reasonable amount of overtime.

**ARTICLE X
PERSONAL DAYS**

A. Police Officers covered under this Agreement will be eligible for personal days during their first calendar year of employment as follows:

After three (3) months of active employment – 1 personal day.

After six (6) months of active employment – 2 personal days.

After nine (9) months of active employment – 3 personal days.

Thereafter, Police Officers covered under this Agreement will be eligible for four (4) personal days annually as of January 1 following the calendar year in which they were hired. Personal days are paid day for day, with the amount of hours varying by officer, based upon the number of hours in that officers assigned shift.

1. Personal days to be granted upon notification of two (2) hour in advance of shift if request is for an emergency.

2. The granting of the request is to be at the discretion of the Chief of Police or his/her designee. Personal days are granted on an annual basis and are not cumulative.

ARTICLE XI
MAINTENANCE OF UNIFORMS

A. All cleaning and maintenance of uniforms to be paid by the Employer. Uniforms shall be supplied by the Employer as required to maintain an adequate supply of uniforms which shall include a pair of winter gloves for service use. One pair of police service shoes/boots shall be supplied to each employee annually, not to exceed \$170.00. Those officers assigned to the Detective Bureau will not receive uniforms or police service shoes. Effective January 1, 2013, detectives shall be given \$600.00 for clothing allowance for plain clothes duty. Those officers assigned to a specialized unit (Detective, K-9, *etc.*) will receive uniform items as needed at the discretion of the Chief of Police.

B. Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense. Replacement of personal effects shall be covered up to two hundred dollars (\$200) per loss for prescription glasses and hearing aids, and fifty dollars (\$50) per loss for watches. A report of such damage or loss must be submitted at the time of the occurrence and signed by the Shift Commander.

**ARTICLE XII
MEDICAL EXAMINATIONS**

A. When available, for the safety and well being of the officers, they shall receive vaccinations such as, Hepatitis C, *etc.*, which are medically proven effective at the Township's expense to the extent not covered by insurance.

**ARTICLE XIII
MEDICAL BENEFITS**

- A. 1. The Township will provide medical insurance coverage, including pharmaceutical, dental and eyewear coverage, to full-time employees and eligible dependents in accordance with the following premium cost sharing provisions:
- a. Family coverage: Each employee shall pay five (5%) percent of the monthly premium charged to the Township.
 - b. Husband/Wife: Each employee shall pay five (5%) percent of the monthly premium charged to the Township;
 - c. Parent/Child: Each employee shall pay five (5%) percent of the monthly premium charged to the Township; and
 - d. Single: Each employee shall pay five (5%) percent of the monthly premium charged to the Township.
 - e. The same percentage of premium cost sharing shall be due from employees in the event the Township self-insures. In such event, the Township will calculate a premium equivalent for each of the coverage categories (family, husband/wife, parent/child, and single).
2. Effective June 28, 2011, all active unit employees who have not opted out of the Township's health insurance program under Section F of this Article, shall contribute towards the cost of health insurance exclusively in accordance with the provisions of P.L. 2011, Chapter 78. Those payments shall be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. From June 28, 2011 and during the four year contribution schedule under P.L. 2011, Chapter 78, the

premium sharing provisions in Section A.1 (a-d) above, shall no longer be applicable. Upon completion of the four-year schedule of payments pursuant to the provisions of P.L. 2011, Chapter 78, employees will be required to resume premium cost sharing provisions only in accordance with Section A.1(a-d) above, unless the parties negotiate something different. All contributions shall cease upon an officer's retirement. The Township shall inform the PBA of any increase in monthly premiums at least thirty (30) days prior to any anticipated change.

B. Employee Co-Payments

1. The prescription drug co-payment schedule shall be: \$7.50 for generic prescriptions and \$10.00 for brand name brand prescriptions.
2. The medical insurance co-payment schedule shall be: \$10 for each office visit. The only other co-payment shall be \$10.00 for emergency room visits. Any other co-payments charged by the Plan shall be reimbursed by the Township.

C. New Jersey Dental Service Plan Benefits and policy will be continued with the Employee covered as well as family members. Orthodontic coverage for family members is included in accordance with the provisions of the Plan. The Delta Dental Plan may be utilized by employees who are presently covered by such plan.

D. Eye Glass Plan.

The Township will pay eighty (80%) percent of what the medical insurance does not cover for prescription eyewear for all full-time employees and eligible dependants.

E. The Township reserves the right to change plans or carriers or to self insure as long as benefits are substantially equal in the aggregate. Whenever a change is anticipated, the PBA shall be so informed and shall have the right to state its view on behalf of

the employees covered under this Agreement.

F. **Employee Opt-Out.**

The Township agrees to allow employees to opt out of the health insurance plan in return for cash reimbursement with the amount established by the Township; with bargaining unit members reimbursed the same amount as reimbursed to all employees in the Township. This amount at the time of ratification of this contract is \$3,700.00. The cash reimbursement will be paid out in an end of the year payment. Employees who wish to take advantage of this must make the request in writing along with proof of other insurance, by the first pay period in December of the year preceding the proposed election. However, employees who meet the statutory requirements will be permitted to opt-in or out during the calendar year, with any opt-out payment being prorated accordingly. Health insurance opt out payment will be issued in a check separate from the employee's normal payroll check in accordance with the employee's IRS Form W-4.

G. **Flexible Spending Account.**

The Township agrees that members of the bargaining unit are eligible to participate in the Township's Flexible Spending Account 125 Plan in accordance with the terms and conditions of the Plan, a copy of which will be provided to each employee annually. All employee premium cost sharing payments as required under this Article shall be made on a pre-tax basis, through a payroll deductions, under the Township's Flexible Spending Account 125 Plan.

Pursuant to P.L. 2011, Chapter 78, the Township's Flexible Spending Account shall permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by the Township's health insurance plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125,

dependent care expenses as provided in Section 129 of the Code, 26 U.S.C. §129, and such other benefits as are consistent with Section 125 which are included under the Plan.

**ARTICLE XIV
SICK LEAVE**

A. Service Credit for Sick Leave.

1. A sick leave bank shall be created consisting of twelve (12) sick leave days totaling ninety-six (96) hours per year for each calendar year of employment with the municipality, cumulative to not more than four hundred and eighty (480) hours which bank shall only be reduced by reason of Sick Leave, used during the employee's tenure with the municipality for absences as a result of non-work connected injury or illness.

2. Employees who accumulate sick hours between four hundred and eighty (480) hours or sixty (60) days and five hundred and seventy six (576) hour or seventy two (72) days are eligible to be paid for three quarters (3/4) of the difference not to exceed nine (9) eight (8) hour days in one (1) year during the first pay period in December upon presentation of a duly executed voucher. The unpaid and unused sick days in excess of four hundred and eighty (480) hours or sixty (60) days may be carried by the employee for use in a catastrophic illness.

B. Retirement.

1. Upon retirement, said employee shall be entitled to payment for up to four hundred and eighty (480) hours accrued sick time.

“Retirement shall be defined as the permanent leaving from the Township of Franklin Police Department following twenty-five (25) years of service in law enforcement with the final ten (10) years or more, being with the Township of Franklin Police Department.”

2. This time shall be used so that the employee will be in an inactive status prior to the effective day of retirement. The accrued sick time will not be paid in a lump sum payment.

3. A lump sum payment shall only be paid to an employee who has been

employed for ten (10) continuous years in the Township of Franklin Police Department and who has been disabled in the line of duty for a recognizable disability. This payment shall not exceed four hundred and eighty (480) hours or sixty (60) days of the total accrued sick time.

C. **Injured on Duty.**

1. When an officer is injured on duty and is relieved of duty on doctor's orders, the officer shall be listed as injured on duty (I.O.D.).

2. Work connected injury which requires the employee to be absent from duty shall not be cause for loss of pay. The employee shall receive the difference between Workmen's Compensation Benefits and his/her regular pay. Payments shall be made at the discretion of the Township Committee, after an investigation of the incident causing the injury. The Township will deduct pension contribution from the employee's municipal check that exceeds the Workmen's Compensation check. (Generally 15%).

D. **Report of Absence on Sick Leave.**

1. If any employee is absent for reasons that entitles him/her to sick leave, his/her supervisor shall be notified directly or through the dispatcher, at least one (1) hour prior to the employee's usual reporting time.

2. Failure to so notify supervisor directly or through the dispatcher may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

E. **Verification of Sick Leave.**

The employee shall submit a doctor's note for return to duty after three (3) consecutive days of absence due to illness or injury.

**ARTICLE XV
LONGEVITY**

Longevity benefits will be paid at the rate of two and one half percent (2½%) at five (5) years of service and increased to four point five percent (4.5%) at ten (10) years of service for the duration of the Agreement. Longevity payments shall be added into the base salary for all eligible calculation purposes for all officers, and shall be broken up and paid bi-weekly in accordance with the Township's regular payroll practices. Longevity is based upon years of service. Longevity shall not apply to officers hired on or after January 1, 2011, who shall not be eligible for 1st class and corporal five and ten year salary steps as set forth in Salary Schedule "A" attached hereto.

ARTICLE XVI
DEATH BENEFITS

A. Each employee shall be permitted up to a maximum of five (5) consecutive days without loss of regular straight time pay, one of which shall be the day of death or the day of the funeral for the purpose of conducting funeral arrangements in the event of death in the immediate family.

B. For the purposes of this Article, immediate family is defined as father, mother, brother, sister, spouse, children, mother-in-law, father-in-law and significant other and/or domestic partner.

C. Up to two (2) consecutive days without loss of regular straight time pay shall be given for attendance of funerals of grandparents or individuals residing permanently in the household of the officer.

D. One (1) day without loss of regular straight time pay will be permitted for attending funerals of other relatives when substantial proof of the relationship has been furnished.

**ARTICLE XVII
VACATIONS**

A. Vacation leave shall be as follows:

After one (1) year of service - fifty-six (56) hours.

After two (2) to five (5) years of service - one hundred and twelve (112) hours.

After five (5) years of service - one hundred and sixty-eight (168) hours.

After ten (10) years of service - one hundred and eighty-four (184) hours.

After fifteen (15) years of service – two hundred (200) hours

After twenty (20) years of service – two hundred and twenty-four (224) hours

B. No officer shall have more than two (2) years worth of vacation accrued by the end of their anniversary year. Any vacation days carried over into the next succeeding year shall be considered the first vacation days used. Each officer may sell back up to a maximum of eighty (80) hours of vacation time per year, with payment made in the next pay period after the officer's written request.

C. Any vacation time accrued in excess of the current year's worth will be paid only upon retirement as defined in Article XIV, Section B. However, the maximum number of days eligible for reimbursement is forty-two (42) days - equaling but not exceeding three hundred thirty-six (336) hours.

D. Payment of vacation leave will be made to the employee prior to the taking of such leave provided the leave is taken in increments of five (5) or more working days and has been approved in advance.

E. There will be established two (2) vacation leave periods: Winter (October 1 to April 30) and Summer (May 1 to September 30). In order to exercise seniority and reduce scheduling conflicts, officers shall submit vacation requests by the last day of March for the

Summer period and by the last day of August for the Winter period. Up until the request period ends vacations will be granted by seniority. After the end of the request period (March 31 and August 31), vacations will be granted on a first come first service basis. If an officers annual vacation allotment brings him/her over their limit (as established in Section B) and they have not requested a vacation by the request deadline the Chief of Police, or his/her designee, shall designate one for him/her. The Township will respond in writing to the employee's request for vacation within ten (10) days after the request deadline. Work schedules shall be scheduled such that they will not conflict with an officer's approved vacation schedule, unless an unanticipated emergency occurs.

F. Final approval of all vacation schedules shall be made by the Chief based upon the manpower needs of the Department.

**ARTICLE XVIII
INCENTIVE PAY FOR COLLEGE DEGREES**

Associate Degree	\$600
Bachelor of Arts	\$850
Master's Degree	\$1,100

This incentive pay to be either/or, not both, depending on the degree obtained. Incentive pay to be paid at the last pay period in November upon proper presentation of duly authorized voucher.

B. College Tuition Reimbursement

1. An employee, who is matriculated in a degree program from and accredited college, approved by the Township, will be reimbursed for tuition costs, not to exceed \$1250.00 for successfully completing college credit courses with a grade of no less than a “**B**” during employment with the Township of Franklin.
2. Tuition costs will be reimbursed after the employee completes the course and submits a copy of the tuition invoice with a copy of the official transcript showing the passing grade. (A passing grade will be considered any grade of B or above for that college).
3. All courses for which an employee will seek reimbursement from the Township must be approved in advance by the Chief of Police or his designee.
4. There will be no limit on how many classes per semester will qualify for reimbursement, which will be capped at \$1250.00 per semester or \$2500.00 per calendar year.
5. There must be a request made in writing by the employee prior to the upcoming budget year, no later than December 15, outlining the tuition needs, for those

officers willing to take advantage of this opportunity for budgetary purposes.

**ARTICLE XIX
MANUAL SKILL INCENTIVE**

Senior Life Saving	\$200
Firearms Expert	\$265
Emergency Medical Technical	\$400
Physical Fitness	\$440
Driving/Vehicle Care	\$245
Spanish Language	\$170
Manual Alphabet	\$150

The Township will pay the above incentives per qualification providing (with the exception of Firearms Expert and Driving/Vehicle Care), they are earned on officers off duty time. The Firearms Expert and Driving/Vehicle Care incentive may be earned during the officer's duty time. The Chief of Police will set standards, conditions, locations, and any other criteria deemed essential to maintain the credibility and accountability of the program. Payment will be made upon a duly approved voucher the first pay in December.

ARTICLE XX
RETENTION OF BENEFITS

Except as otherwise provided herein, all privileges and benefits which the officers have hereto enjoyed, as of December 31, 1974 and are presently enjoying shall be maintained and continued by the employer during the term of this Agreement at no less than the highest standards in effect. The provisions of all Township ordinances and regulations in effect at the signing of this Agreement, except as specifically modified herein, shall remain in force and effect during the term of this Agreement and shall be incorporated in this Agreement as if set herein in length.

**ARTICLE XXI
DISCRIMINATION OR COERCION**

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the PBA because of membership or activity in the PBA. The PBA or any of its agents shall not intimidate or coerce employees into membership. Neither the Employer nor PBA shall discriminate against any employee because of race, creed, color, age, sex, national origin, sexual orientation or physical challenge.

**ARTICLE XXII
NEGOTIATIONS PROCEDURES**

A. The parties agree to enter into good faith contract negotiations over a successor collective bargaining agreement in accordance with the New Jersey Employer-Employee Relations Act. These negotiations shall begin no later than September 15 of the calendar year in which the Agreement expires. Any agreement so negotiated shall apply to all employees included in Article I, shall be reduced to writing, and signed by the authorized representatives on behalf of the Township of Franklin and PBA Local 122.

B. The Township agrees that there shall be no changes in the terms and conditions of employment during the lifetime of this Agreement, except through negotiations between the parties.

C. Whenever any representative of the PBA is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievances, conferences or meetings he/she shall suffer no loss of pay or other fringe benefits and shall be relieved for duty subject to the manpower needs of the Department.

**ARTICLE XXIII
LINE OF DUTY DEATH**

In the event of an officer's death while serving on duty for the Township of Franklin Police Department, or while in the performance of his/her duties as police officer, the Township of Franklin shall pay to the beneficiary designated by the employee his/her full salary for a period of six (6) months, and accrued holiday, sick, vacation, compensatory time and earned incentives, including catastrophic sick bank time.

**ARTICLE XXIV
MISCELLANEOUS**

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

ARTICLE XXV
PBA TIME

The Association delegate shall, if scheduled to work, be excused on his/her tour of duty on the day of a regular or executive meeting of the New Jersey Patrolmen's Benevolent Association or the Gloucester County Conference for not more than one (1) meeting per month for either group.

ARTICLE XXVI
SAVINGS CLAUSE

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. If any such provision is declared invalid by operation of law, parties to this Agreement will entertain renegotiations on the invalid provisions.

ARTICLE XXVII
FULLY BARGAINED PROVISIONS

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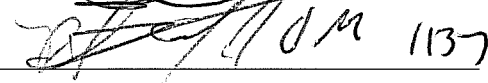

This Agreement represents and incorporates the complete and final understanding by the parties that all bargain able issues which were or could have been the subject of negotiations.

**ARTICLE XXVIII
DURATION**

This agreement shall be in full force and effect as of January 1, 2011 and shall remain in effect to and including December 31, 2014. The economic terms of this agreement including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 2011, unless otherwise specified in this agreement, and only for those employees on the Township's payroll as of the date of the signing of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Franklin, New Jersey on this 9th day of October, 2012

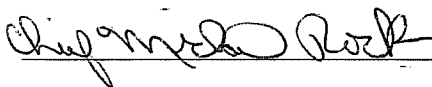
PBA LOCAL NO. 122

By: 
 1131
 1137

TOWNSHIP OF FRANKLIN

By: 

ATTEST:



ATTEST:



Barbara Freijomil,
Municipal Clerk

SALARY SCHEDULE A

Rank	1/1/11 (2% Increase)	1/1/12 (2% Increase)	1/1/13 (2% Increase)	1/1/14 (1% Increase)
Corporal 10 yrs.	\$87,409.08	\$89,157.26	\$90,940.41	\$91,849.81
Corporal 5 yrs.	\$85,792.99	\$87,508.85	\$89,259.03	\$90,151.62
Corporal	\$83,772.79	\$85,448.25	\$87,157.21	\$88,028.78
1st class 10 yrs	\$84,441.12	\$86,129.94	\$87,852.54	\$88,731.07
1st class 5 yrs	\$82,825.07	\$84,481.57	\$86,171.20	\$87,032.91
1st class	\$80,805.04	\$82,421.14	\$84,069.56	\$84,910.26
2nd class	\$78,157.17	\$79,720.31	\$81,314.72	\$82,127.87
3rd class	\$72,852.33	\$74,309.38	\$75,795.56	\$76,553.52
4th class	\$67,977.31	\$69,336.86	\$70,723.59	\$71,430.83
5th class	\$62,269.31	\$63,514.70	\$64,784.99	\$65,432.84
6th class	\$56,973.40	\$58,112.87	\$59,275.13	\$59,867.88
7th class	\$51,677.56	\$52,711.11	\$53,765.33	\$54,302.99
8th class	\$46,381.72	\$47,309.35	\$48,255.54	\$48,738.10
9th class	\$41,085.88	\$41,907.60	\$42,745.75	\$43,173.21
starting salary 10th class		\$38,437.95	\$39,206.71	\$39,598.78