

ORIGINAL

AGREEMENT

BETWEEN

**THE BOROUGH OF FRANKLIN
SUSSEX COUNTY, NEW JERSEY**

AND

**FRANKLIN BOROUGH POLICE DEPARTMENT
SERGEANTS AND PATROLMEN**

**FOR THE PERIOD
JANUARY 1, 2005 THROUGH DECEMBER 31, 2008**

APPROVED

(Handwritten signatures)

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(Signature) *(Signature)*

PREAMBLE

THIS AGREEMENT entered into this 24 day of January, 2006 by and between the governing body of the Borough of Franklin, in the County of Sussex, State of New Jersey, hereinafter called the "Borough" and the Fraternal Order of Police, Franklin Lodge #57, the authorized and recognized bargaining unit for the non-managerial Police Officers of the Borough of Franklin, hereinafter called "Employee" and represents the complete and final understanding of all bargainable issues between the Borough and Employee.

ARTICLE I

TERM OF AGREEMENT

The terms of this Agreement shall be for the period commencing January 1, 2005 and ending December 31, 2008. However, upon expiration of this Agreement the terms shall remain in full effect until a new agreement is reached. This contract shall be retroactive to January 1, 2005, and any and all benefits shall be reimbursed no later than twenty (20) days following the signing of this contract unless otherwise agreed.

ARTICLE II

RECOGNITION AND SCOPE

The Borough hereby recognizes the Fraternal Order of Police Franklin Lodge #57

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as the sole and exclusive negotiating unit for all the Patrolmen and Sergeants of a non-managerial status in the Franklin Borough Police Department, under the New Jersey Employer Employee Relations Act 1968 and the Public Employment Relations Commission for the State of New Jersey established under such law. This Agreement shall govern all wages, rights, and working conditions for the Employee members of the Borough of Franklin Police Department.

ARTICLE III

EMPLOYEE'S RIGHT

- A. The Employee shall have the right to take a grievance on any issue involving his working conditions, employment, promotion and infringement of rights arising under this contract.
- B. All grievance matters shall be taken up by the Employee representatives and the grievant on the Employee's day off unless the Borough indicates that said meeting be held during the Employee's work day. If the meeting is scheduled for the Employee's work day or the representative's work day, the time off will be granted at no charge to the Employees involved.
- C. Under no circumstances will an Employee be required to undertake a Polygraph Test in conjunction with any aspect of his employment.
- D. Employees shall not have any Department hearing prior to any criminal trial so as not to prejudice their standing with any jury, unless both parties agree to an

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earlier hearing.

ARTICLE IV

SALARIES AND WAGES

A. Base wages for Employees covered by this agreement shall be as set forth below.

| PATROL OFFICER | 2005 | 2006 | 2007 | 2008 |
|----------------|----------|----------|----------|----------|
| RECRUIT | \$30,160 | \$31,442 | \$32,778 | \$34,171 |
| START | 33,280 | 34,694 | 36,169 | 37,706 |
| STEP 1 | 38,322 | 39,951 | 41,649 | 43,419 |
| STEP 2 | 43,364 | 45,207 | 47,128 | 49,131 |
| STEP 3 | 48,406 | 50,463 | 52,608 | 54,844 |
| STEP 4 | 53,448 | 55,719 | 58,087 | 60,556 |
| STEP 5 | 58,490 | 60,976 | 63,567 | 66,269 |
| STEP 6 | 63,532 | 66,232 | 69,046 | 71,981 |
| STEP 7 | 68,573 | 71,488 | 74,526 | 77,693 |
| | | | | |
| SERGEANT | \$75,430 | \$78,636 | \$81,978 | \$85,462 |

B. Step increases are to be given at anniversary dates of first full day in position upon certification of satisfactory performance by the Chief of Police. For a recruit refer to Section D herein with respect to their first six (6) months and increase to start step. An Employee denied a Step increase shall have the right to file a grievance under Article XIV.

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 (CS) (SB)

C. All new Employees, other than Recruits, shall not receive any step increases during the first year of employment with the Borough. On the first year anniversary of the new Employee's employment, the new Employee shall be placed on the appropriate level of the next step. The appropriate level shall be determined by the date of that anniversary and its corresponding level under that step. All step increases will be from the Employee's anniversary date of hire and/or one year from their date of promotion.

D. Any new Employee who is hired prior to their graduation from Police Academy shall be hired as a "Recruit." The new Employee shall remain a Recruit for the first six (6) months of his/her employment. Upon his/her graduation from the Police Academy and completion of six (6) months of employment with the Borough, the Recruit shall be placed on the level of the Start Step as determined by the date of the six (6) months anniversary. On the one year anniversary of being placed on the level of the Start Step, the Recruit shall be moved to Step 1 of the Patrolmen's Salary Guide. The appropriate level of the Step shall be determined by the date of the anniversary and its corresponding level under that Step.

E. The Employee(s) that shall serve as a full time assigned Detective shall receive a stipend equivalent to three (3%) percent of his/her base salary, to be included in the base salary. The Employee(s) that serves as a full time assigned **Detective shall not be entitled to overtime pay unless the assigned detail is not directly** involved with a criminal investigation, in which case any overtime incurred on such

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assigned detail shall be paid at the rate of time and one-half (1 1/2).

ARTICLE V

WORK SCHEDULE

A. The work period shall be thirty-six (36) hours based on the cycled rotation as determined by the Chief of Police or his designee, which at the signing of this agreement is twelve (12) hour tours of duty within a calendar day based on the following rotation:

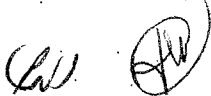
| | | |
|--------|-----------------|------------------------|
| DAYS | 6:00am - 6:00pm | 3 days on / 3 days off |
| NIGHTS | 6:00pm - 6:00am | 3 days on / 3 days off |

B. Each Employee, at his/her option, shall be provided with four (4) days off or fifty (50) hours of straight time pay each year. In the event a cash payment is provided, such shall be compensated to the Employee no later than the first pay date in December of each year.

C. The Chief of Police or his designee shall have complete discretion to move any Officer in the scheduled rotation for the purpose of managing the Franklin Borough Police Department in the most economical way possible.

D. For the purpose of this agreement, all holidays will be from 6:00am of the actual holiday until 6:00am of the day after the holiday.

E. The Employee shall have the right to accumulate compensatory time under the following conditions:

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1. Compensatory time shall not be permitted to cause the use of overtime.
2. Compensatory time accrued after November 1, 2002 shall not have any monetary value to the Employee and not require the Borough to make monetary payment for such accrued compensatory time.

ARTICLE VI

OVERTIME AND CALL-OUT

A. Overtime is to be paid to any Employee who works other than and beyond his regularly scheduled work day. Overtime shall be compensated at a rate of time and one-half (1 ½). Time and one-half (1 ½) pay shall be granted at a rate of one hour if an Employee works at least one-quarter of any hour. Refer to **Article IV, Section E**, to determine the Detective's overtime compensation.

B. Employees covered by the terms of this contract shall be utilized initially in the event that overtime service is required in order to cover a regularly-scheduled shift. Employees covered by the terms of this contract shall be utilized initially before the utilization of a Special Police Officer is given consideration.

C. The Borough agrees to pay a minimum of four (4) hours for unscheduled call-out time when an off-duty Employee is called out for the purpose of general Police duty, and shall compensate the Employee at a rate of time and one-half (1 ½) for this call out.

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(CW) [Signature]

D. When an Employee who is scheduled for a specific tour of duty is called in prior to their tour of duty, the Employee shall be compensated at the rate of time and one-half (1 ½) for the actual hours worked providing said hours are contiguous of the scheduled tour of duty. Call out as specified in Paragraph C does not apply.

E. Overtime shall be paid within the pay period succeeding the period in which it is earned or, at the Employee's option, may be carried throughout the calendar year and paid upon submission of a voucher by the Employee.

ARTICLE VII

ALLOWANCES

A. Each Employee shall receive a clothing allowance of One Thousand (\$1,000) Dollars per year of which Five Hundred (\$500) Dollars may be used for clothing maintenance. Effective January 1, 2006, the annual clothing allowance shall be increased to Eleven Hundred (\$1,100) Dollars per year and effective January 1, 2008, the annual clothing allowance shall be increased to Twelve Hundred (\$1,200) Dollars per year. The Borough agrees to purchase up to three (3) bullet proof vests per year, to be distributed and used by the Employees, for each year of this contract.

B. The Borough agrees to provide two hundred fifty (250) rounds of ammunition per year, above and beyond the ammunition supplied for qualifications, for each Employee covered by this contract.

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(LW) (JD)

MOTOR VEHICLE REIMBURSEMENT

C. Any Employee using his own vehicle on official business (with approval of the Chief of Police or his designee) shall be compensated at the rate of Twenty-Five (\$.25) Cents per mile.

D. Employees shall be compensated for travel expenses incurred while attending Police-related School.

E. When an Employee's vehicle is used for official business, a certificate of insurance satisfying the Borough's minimum limits of coverage as well as a valid driver's license and registration shall be provided by the Employee at the Borough's request.

MEAL ALLOWANCE

F. Each Employee shall be granted a Nine (\$9.00) Dollar meal allowance after three (3) consecutive hours of overtime.

G. Employees shall be compensated daily for meal allowance while attending a Police-related School.

ARTICLE VIII

EDUCATIONAL BENEFITS

A. Any Employee attending and pursuing a fully accredited college program incidental to his employment shall receive Four Hundred (\$400) Dollars per year to be

(LAD) (JR)

utilized for books and/or tuition, providing a final grade of "C" or better is attained.

B. The tuition reimbursement provisions above stated shall remain in place. Additionally, Ten (\$10) Dollars will be added to the Officer's base pay for each college credit the Officer possesses starting with the sixty-first (61st) credit with a maximum benefit of One Thousand (\$1,000) Dollars per Officer.

C. College programs covered under this Article shall be subject to the approval of the Chief of Police prior to reimbursement.

ARTICLE IX

LONGEVITY

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

B. Longevity shall be paid to full time Employees at the following percentages:

| | |
|-------------------|------|
| 1 to 5 years | 0% |
| 6 to 10 years | 2% |
| 11 to 15 years | 3.5% |
| 16 to 20 years | 5% |
| 21 to 25 years | 6.5% |
| 26 years and over | 8% |

C. All percentages shall be applicable to the regular base salary of the Employee.

D. Payment from Borough accounts shall not be considered the criteria upon which to base an Employee's position on the longevity scale.

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ARTICLE X

COMPENSATION DAYS

COURT DAYS

- A. Employees shall receive twelve (12) days off per year to compensate for appearances in State Superior Court, Federal Court and Municipal Court.
- B. Compensation shall be taken and allowed when desired by the Employee subject to the following conditions:
 - 1. Written notification shall be submitted to the Chief of Police or his designee, at least three (3) days prior to leave (Court day).
 - 2. Compensation days may be taken by the Employee the day immediately before or the day immediately following a holiday or vacation leave.
- C. When an Employee must spend a full day in Court out of the Borough, said Employee will be compensated for Nine (\$9.00) Dollars meal allowance.

PERSONAL DAYS

- A. Each Employee shall receive three (3) personal days per year even if the utilization of personal days shall require the use of overtime in order to cover the regular scheduled shift, subject to the following conditions:
 - 1. Written notification shall be submitted to the Chief of Police or his designee, at least three (3) days prior to leave (personal day) except in the case of emergency, in which event the notice requirement shall be

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waived. "Emergencies" shall include, but shall not be limited to, child birth, care of a family member by the Employee, medical operation involving a member of an Employee's family, and events similar in nature.

- 2. Compensation days may be taken by the Employee the days immediately before or the days immediately following a holiday or vacation leave.

SICK DAYS

A. Each Employee shall be granted ten (10) days sick leave per year, with a limited right of accumulations of one hundred and seventy-five (175) days.

B. Employees shall have the right to receive fifty (50%) of accumulated sick days upon retirement, providing retirement is under the applicable statutory Retirement System's procedures.

C. Accumulated sick time hereafter shall be compensated in cash or leave time, at the option of the Employee and shall not exceed fifty (50%) percent or 87.5 days.

D. Officers will be granted a total of five (5) "family illness days" which can be used for the care of family members. Any absences over three (3) consecutive days will require medical documentation.

EMERGENCY LEAVE

Employees shall be granted a leave of absence, without loss of pay, in the event of the death of descendants as follows:

- 1. First degree lineal consanguinity or immediate member of the Employee's household --- three (3) days.
- 2. Second degree lineal consanguinity -- one (1) day
- 3. First and second degree of collateral consanguinity -- one (1) day.

VACATION DAYS

A. Employees shall be granted vacation with pay subject to the following conditions:

| <u>YEARS OF SERVICE</u> | <u>VACATION TO BE RECEIVED</u> |
|-------------------------|--------------------------------|
| 1 year to 5 years | 10 days |
| 6 years to 15 years | 15 days |
| 16 years to 20 years | 20 days |
| 21 years and over | 25 days |

B. A written request for leave shall be made by the Employee to the Chief of Police or his designee, at least three (3) weeks prior to the requested leave time and approval or disapproval, in writing, shall be returned from the Chief of Police or his designee within five (5) days of the Employee's request.

C. Two (2) or more Employees may have simultaneous vacations if said Employees are not on the same duty shift as scheduled.

D. If an official holiday occurs during an Employee's authorized vacation, he shall be entitled to an additional vacation day in lieu of the said holiday.

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(Signature)

E. Any Employee covered herein may accumulate up to five (5) vacation days which must be utilized in the next succeeding calendar year.

HOLIDAYS

A. Employees shall be granted fifteen (15) holidays per year plus the Employee's birthday for a total of sixteen (16) holidays per year. The following shall constitute the recognized holidays of the Borough for Employees covered by this contract:

- | | |
|----------------------|-------------------------------|
| New Year's Day | Martin Luther King's Birthday |
| Lincoln's Birthday | Washington's Birthday |
| Good Friday | Easter Sunday |
| Memorial Day | July 4th |
| Labor Day | Columbus Day |
| General Election Day | Veteran's Day |
| Thanksgiving Day | Thanksgiving Friday |
| Christmas Day | Birthday |

B. Holidays shall be taken and allowed when desired by the Employee subject to the following conditions:

1. Written notification shall be given to the Chief of Police or his designee at least three days (3) prior to the leave.
2. Holidays may be taken by the employee the day immediately before or the day immediately following a holiday or vacation.

C. In the event an Employee is required to work on a holiday, he shall receive a day off for the holiday worked plus half (1/2) day regular pay, or in the alternate the Employee may choose to be paid for the day's work in addition to his regular salary, at the rate of time and one-half (1 1/2) pay.

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In the event an Employee is scheduled to work on a holiday and is re-scheduled to work another shift, all hours worked on the re-scheduled shift shall be considered as worked on the holiday for the purpose of the preceding paragraph.

D. Time and one-half (1 ½) pay shall be granted at the rate of one hour if an Employee works one quarter of said hour.

ARTICLE XI

INSURANCE

A. The Borough shall provide hospitalization, major medical and prescription drug coverage in an amount equal to or greater than that which Employees were enrolled in on December 31, 2004.

B. A dental plan shall be provided to the Employees. This dental plan shall provide coverage under Horizon Blue Cross Blue Shield of New Jersey in the Horizon Dental Option Plan - 100/80/50, with exception to major care in which the Borough agrees to pay an additional ten percent (10%) to the Employee upon proof of service. The Borough agrees to maintain this or an equivalent level of coverage under an alternate plan should the Borough find it necessary to change insurance carriers. The public employer shall have the right to modify the source of dental insurance coverage so long as the level of coverage is equal to or better than the dental plan specified in the preceding sentence.

C. The existing life insurance benefits shall be continued and reviewed by

(LW) (AW)

the Borough and the Employees for the purpose of providing increased coverage, if financially feasible, in the future.

D. The Borough shall provide disability insurance for the benefit of the Employees under the present plan providing the equivalent to sixty-six and two thirds (66 $\frac{2}{3}$ %) percent of the weekly earnings of each Employee for a six (6) month maximum period.

E. The Borough shall maintain adequate and prudent insurance to protect each Employee against claims arising out of, and/or within the scope of his employment.

F. The Borough shall maintain adequate and prudent insurance to protect each Employee against claims for false arrest arising out of and/or within the scope of his employment.

G. In changing plans or carriers, the Borough cannot substantially change the existing benefits or coverages received by the Employees.

H. Any item that is lost, stolen or broken, while the Employee is on duty, will be replaced at the expense of the Borough after first being submitted to the Borough's insurance company for any possible claim/payment.

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ARTICLE XII**PENSIONS**

The Borough's existing participation in the New Jersey Police and Fire Retirement System shall remain in effect.

ARTICLE XIII**DUES CLAUSE**

A. If a Sergeant or Patrolman of the Borough of Franklin Police Department fails to remit his annual dues to the Fraternal Order of Police Franklin Lodge #57 before March 31 of each year, the Lodge shall submit a request for payment to the Franklin Finance Officer to send an amount of eighty-five (85%) percent of the annual dues for regular membership to the Fraternal Order of Police Lodge #57.

B. Said deduction shall come from and appear on the next paycheck due the delinquent Police Officer.

C. The Police Officer agrees that he shall have no voting privileges until such time as the remaining balance or any and all delinquent dues are remitted to the Fraternal Order of Police Franklin Lodge #57.

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(LS) (ATP)

ARTICLE XIV

GRIEVANCES

A. Whenever an Employee has a grievance, he shall first present it verbally to his supervisor. It shall be the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance as quickly as possible, if he can, and in his opinion should be made within the discretion permitted him. The supervisor shall either conclude a mutually satisfactory solution of the grievance within forty-eight (48) hours of the time when it was first presented or failing in that, shall within that time advise the Employee of his inability to do so.

B. All grievances shall be brought by the grievant within thirty (30) days after the grievance arises or shall be determined to be waived and all appeals therefore shall be brought within ten (10) days after the decision from which appeal is sought or shall be determined to have been waived. All rights and remedies of the grievant at law or otherwise shall be preserved notwithstanding the determination of the grievance in accordance with the procedure herein provided.

C. Since it is intended that grievances shall be settled without the necessity of a hearing before the Mayor and Council, no grievance shall be heard or considered by the Council, which has not first been processed through the steps provided herein.

D. When an Employee is informed by his supervisor that he is unable within the discretion permitted him, to arrange a mutually satisfactory solution to the grievance, the Employee shall, if he wishes to present the grievance to a higher

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(Law) (AP)

authority, do so in the following manner:

Step 1.

The Employee shall prepare two (2) copies of the grievance in writing. The grievance shall be stated as completely and as clearly as possible in order to permit proper and effective disposition. One copy of the grievance shall be presented to the Chief of Police. The second copy shall be presented by the Employee to his immediate supervisor to whom the grievance was originally made. Said immediate supervisor shall thereupon report the facts and events which led up to its presentation in writing including in his report any verbal answer he may have previously given to the Employee concerning this grievance. If said immediate supervisor is not the Chief of Police, he shall, within twenty-four (24) hours after receipt of the written grievance, present it with the information required from him, to the Chief of Police.

Step 2.

The Chief of Police shall attempt to find a mutually satisfactory solution to the grievance, failing that, shall forward the grievance accompanied by his written report in the matter to the Borough Administrator. In the event that the immediate supervisor is the Chief of Police, said person shall perform said functions aforementioned. The Chief of Police shall review written reports and confer with the parties involved in the grievance informally to such extent as he may deem appropriate, and shall endeavor to resolve the grievance within forty-eight (48) hours, and shall notify the Employee of his determination. If the grievance is not satisfied with such determination, the Chief of Police shall process the grievance in the following manner.

Step 3.

If an Employee is dissatisfied with the decision of the Chief of Police then the grievance shall be presented in writing to the Borough Administrator within ten (10) calendar days. The Borough Administrator shall have ten (10) calendar days within which to respond to the grievance. In the event that the Borough Administrator does not respond or the Grievant is not satisfied with the response then within ten (10) days the following procedure shall be followed.

Step 4.

Copies of the grievance report submitted by the Employee and the report submitted by the immediate supervisor as well as a written report of the Chief of Police shall be delivered to the Borough Clerk within forty-eight

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(48) hours after it has been determined that the grievance has not been resolved. The Borough Clerk shall distribute copies of said reports to each member of the Council which shall conduct a hearing to determine the matter within twenty (20) days after receipt of such grievance reports. Said hearing shall be conducted in an informal manner and a record of said hearing shall be maintained by a tape recording at the request of any party or the Mayor and Council. A copy of the transcript of such tape recording shall be supplied to any grievant who is not satisfied with the decision of the Borough Council. The grievant shall have the right to have the assistance at such hearing of an attorney or a representative of the Franklin Lodge Fraternal Order of Police #57. The Borough Council shall decide all grievances within twenty (20) days after the conclusion of the hearing(s) thereon.

Step 5.

If no satisfactory resolution of the grievance is reached, then within twenty (20) calendar days the grievant(s) shall have the right to refer to the Public Employment Relations Commission for the selection of an Arbitrator, pursuant to the Rules of PERC. The decision of the Arbitrator shall be final and binding upon both parties. The expense of such arbitration shall be borne equally by both parties. The Arbitrator shall have no authority to add to or subtract from the Agreement.

It is agreed between the parties that no arbitration hearing shall be held until after the expiration of at least thirty (30) days after the decision rendered by the governing body or its representative on the grievance.

E. No papers and documents relating to grievances and its disposition shall be placed in an Employee's personal history file.

APPROVED

(Handwritten signatures)

BOROUGH OF FRANKLIN
CLERKS OFFICE
RECEIVED

2006 JAN 25 AM 10: 05

COUNTY OF SUSSEX
STATE OF NEW JERSEY

ARTICLE XV

TERM AND RENEWAL

This Agreement shall have a term from January 1, 2005 through December 31, 2008. If the parties have not executed a successor agreement by December 31, 2008, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

BOROUGH OF FRANKLIN

**FRATERNAL ORDER OF POLICE
FRANKLIN LODGE #57**

Douglas C. Kettle
Mayor

[Signature]
President

ATTEST:

WITNESS:

Patricia A. Leasure
Municipal Clerk

[Signature]

PATRICIA A. LEASURE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 14, 2010

APPROVED

[Signature] [Signature]