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A G R E E M E N T

Between

BOROUGH OF FRANKLIN
SUSSEX COUNTY, NEW JERSEY

-and-

OFFICE PERSONNEL
of
THE BOROUGH OF FRANKLIN

January 1, 1992 Through December 31, 1993

PREAMBLE

This agreement entered into this ^{20th} day of April, 1992, by and between the BOROUGH OF FRANKLIN, in the County of Sussex, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Borough", and the OFFICE PERSONNEL OF THE BOROUGH OF FRANKLIN, hereinafter referred to as the "Association", represents the complete and final understanding on all the bargainable issues between the Borough and the Association.

ARTICLE I

RECOGNITION

The Borough hereby recognizes the Association as the sole and exclusive negotiation unit for the non-managerial office personnel of the Borough, as listed below. This agreement shall govern all minimum wages and working conditions for the non-managerial office personnel of the Borough.

The Association shall additionally include full-time office personnel of the Borough employed during the term of this agreement or any successor agreements, upon their employment.

<u>NAME</u>	<u>DATE OF EMPLOYMENT</u>
Louise Koellhoffer	May 27, 1975
Joan Ridner	April 20, 1981
Barbara Glesias	Jan. 1, 1980
Danette Lott	June 9, 1986
Regina Thomas	Oct. 14, 1987
E. Doreen Ramage	Nov. 18, 1985
Patricia Brown	April 1, 1991

ARTICLE II

WORK WEEK AND OVERTIME

- A. The normal work week shall consist of five (5) consecutive days, Monday through Friday. The normal work day shall consist of seven (7) hours as scheduled by the work rules of the employer.

- B. The employer shall compensate each employee for overtime worked, in cash or compensatory time off, at the rate of straight time for hours worked up to forty (40) hours per week, and at time and one half for hours worked in excess of forty (40) hours per week, at the employees option, in accordance with applicable law, providing such overtime shall have been with the approval or authority or at the direction of the immediate supervisor of the employee, or the Mayor and Council, except for regularly scheduled or special meetings of the Council or Boards, and tax/water/sewer collection periods, to which a respective staff member is assigned.

- 1. Authorized overtime (outside the 8 a.m. to 4 p.m. workday) may be performed outside the municipal building, only if prior authorization is obtained from the Borough Clerk Administrator or Personnel Committee Chairman.

ARTICLE III

EMPLOYEE SICK LEAVE, BEREAVEMENT LEAVE, PERSONAL DAYS AND SCHOOLING

A. Service Credit for Sick Leave

1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident, or exposure to contagious disease. Sick leave may also be utilized for a short period because of sickness in the employee's immediate family as defined below.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of ten (10) days per year with a limited right to accumulation of said leave of one hundred seventy five (175) days. Employees shall be allowed to utilize their accumulated sick leave upon retirement in either of two options:

OPTION 1: Employees shall use their accumulated sick leave towards early retirement.

OPTION 2: Employees shall buy back their accumulated sick leave at \$50.00 per day, with a maximum buy back not to exceed \$4,375.00.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose, as stated above.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her to sick leave, the Borough Clerk Administrator shall be notified prior to the employee's starting time, except in emergencies such as accidents, serious illness of employee or immediate family members.
2. Failure to so notify the Borough Clerk Administrator may be cause for denial to the use of sick leave for that absence and constitute cause for disciplinary action.

D. Verification of Sick Leave

The Borough may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE III, continued

E. Bereavement Leave

1. In the case of death of a near relative, time off up to a maximum of four (4) consecutive calendar days will be granted without loss of basic straight time wages. In any event, the day following burial shall be the final day of such leave. Near relatives consist of husband, wife, son, daughter, father, mother, brother, sister, father-in-law, mother-in-law, or any other relative residing in the home of the employee.
2. In the event of the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, or daughter-in-law, a maximum of one (1) day to attend the funeral services shall be granted without loss of basic straight-time wages.
3. Reasonable verification of the event may be required by the Borough and additional leave may be allowed on a case by case basis.

F. Personal Days

1. Each employee shall be entitled to three (3) personal days to be used at any time during the working year.

G. Schooling

1. The Borough will reimburse 25 cents per mile for attendance at schooling and/or seminars, providing the course receives prior approval of the Mayor and Council. Mileage for no more than seven (7) travel days shall be reimbursed for any one course.

ARTICLE IV

HOLIDAYS

- A. The following thirteen (13) days shall be holidays upon which the public offices of the employer shall be closed and on which the employees shall not be required to work.

New Year's Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving
Good Friday	Independence Day
Memorial Day	Christmas Day
Labor Day	Martin Luther King's
Columbus Day	Birthday

- B. In addition, the employee shall be entitled to one floating holiday.
- C. In addition, employees shall work a half day on Christmas Eve day, provided that December 24 falls on a Monday through Thursday.

ARTICLE V

VACATIONS

- A. Vacations for full-time employees shall be based upon the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 Through 5 years	10 days
6 through 15 years	15 days
16 through 25 years	20 days
Over 25 years	25 days

- B. All vacation days must be taken during the calendar year in which they are earned, except when special permission is granted by the Mayor and Council.
- C. Vacation shall be posted prior to June 1st of each year.

ARTICLE VI

INSURANCE BENEFITS

- A. The Borough shall provide for each full time employee and his/her dependents the following health insurance:
1. New Jersey Blue Cross (hospital service) and New Jersey Blue Shield (medical-surgical) including Rider J.
 2. Major Medical Insurance.
 3. Dental Insurance - Delta Dental Program #4 of proposal #9A55.
 4. Group Life Insurance.
 5. Salary Continuation Insurance (Temporary Disability)
 6. Prescription Plan - \$2.00 CoPay
- B. The Borough reserves the right to change insurance carriers, so long as substantially similar benefits are provided.
- C. The Borough agrees to reimburse the employee \$100.00 once every twelve (12) months, for the purchase of prescription eyewear.

ARTICLE VII

DISCHARGE AND DISCIPLINE

- A. No permanent employee shall be discharged or suspended or otherwise disciplined without just cause. Employment of any individual employee in his/her position for a period of three (3) consecutive years shall thereafter entitle the employee to renewed employment during good behavior and efficiency.
- B. Employees shall have the right to claim that suspension or discharge was unjustly imposed, by submitting such claim to the Mayor and Council in writing within three (3) working days after the disciplinary action. This shall be the sole method of appeal of disciplinary action. Failure to so appeal shall be admission as to the propriety of the action taken.

ARTICLE VIII

SALARIES

<u>Name</u>	<u>1992</u>	<u>1993</u>
Louise Koellhoffer		
Tax Collector	33,450.00	35,457.00
Chief Finance Officer	1,419.00	1,504.00
Tax Search Officer	2,566.00	2,720.00
Joan Ridner		
Joint Boards Secretary	27,281.00	28,918.00
Zoning Officer	2,085.00	2,210.00
Danette Lott		
Treasurer/Deputy Tax Collector	25,476.00	27,005.00
Barbara Glesias		
Police Secretary	21,908.00	23,223.00
Regina Thomas		
Water/Sewer Collector	21,342.00	22,623.00
Deputy Registrar	600.00	636.00
Patricia Brown		
Construction Control Person	15,638.00	16,576.00
E. Doreen Ramage		
Deputy Borough Clerk	23,842.00	25,273.00

All salary increases are calculated on base salaries of employees as of December 31 of the calendar year prior to the effective date of this contract.

ARTICLE IX

LONGEVITY

- A. A Longevity program based upon the employee's length of continuous and uninterrupted service with the Borough shall be provided annually, on the following basis for each year of the Agreement:
1. January 1st, after fifth year of service:
2.0% of base pay (including any merit increment).
 2. January 1st, after tenth year of service:
3.5% of base pay (including any merit increment).
 3. January 1st, after fifteenth year of service:
5.0% of base pay (including any merit increase).
 4. January 1st, after twentieth year of service:
6.5% of base pay (including any merit increment).
 5. January 1st, after twenty-fifth year of service:
8.0% of base pay (including any merit increment).
- B. Longevity shall be computed on base pay and shall date from the employee's original date of hire so that the anniversary date of the employee shall be operative in determining what, if any, longevity payment is to be made on the succeeding January 1st.
- C. Payment of Longevity shall be made in two payments.

ARTICLE X

PENSION AND DEATH BENEFITS

The existing public employee's retirement plan provided by the statutes of the State of New Jersey will remain in effect. The existing life insurance benefits will be continued and reviewed by the Borough and the Association toward the end of providing increased benefits, if financially feasible, in the future.

ARTICLE XI

TERM OF CONTRACT

The terms of this agreement shall be for the period commencing January 1, 1992 and ending December 31, 1993. However, they shall remain in full effect until a new agreement is reached, upon expiration of this agreement. This contract shall be retroactive to January 1, 1992, and any and all benefits shall be reimbursed no later than twenty (20) days following the signing of said contract unless otherwise agreed.

BOROUGH OF FRANKLIN

Richard Durina
Richard Durina, Mayor
Borough of Franklin

ATTEST:

James R. Doherty
James R. Doherty, CMC/CPM
Borough of Franklin

OFFICE PERSONNEL

Joan Ridner
Joan Ridner

Louise Koelthoff
Louise Koelthoff

Danette Lott
Danette Lott

Patricia A Brown
Patricia Brown

E. Doreen Ramage
E. Doreen Ramage

Barbara Glesias
Barbara Glesias

Regina Thomas
Regina Thomas