

AGREEMENT

BETWEEN

TOWNSHIP OF FRANKLIN
(IN THE COUNTY OF GLOUCESTER,
STATE OF NEW JERSEY)

AND

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, DISTRICT COUNCIL 71 - LOCAL 3574

JANUARY 1, 2005 through DECEMBER 31, 2008

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PREAMBLE

This **AGREEMENT**, effective on the 1st day of January, 2005, by and between the TOWNSHIP OF FRANKLIN, in the County of Gloucester, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, DISTRICT COUNCIL 71, LOCAL 3574 (hereinafter called the "Union") represents the rates of pay, hours of work and other conditions of employment and is the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I

RECOGNITION

A. The Township recognizes the Union as the bargaining agent for the purpose of collective bargaining concerning salaries, wages, hours and other terms and conditions of employment for all full-time and part-time (as defined below) employees in the classifications listed in Appendix A, but excluding probationary employees, managerial executives, craft, professional employees, supervisors, police and all other Township employees.

B. A part-time employee is covered by this Agreement provided such employee works in a calendar quarter in excess of an average of twenty six (26) hours per week.

C. A seasonal employee is one who works not more than twelve (12) consecutive weeks in a year.

D. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township of Franklin 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 Constitution of the State of New Jersey and of the United States.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in 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 laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et. seq. or any other national, state, county or local laws or regulations.

ARTICLE III

EQUAL TREATMENT

A. The Township and the Union agree that there shall be no discrimination or favoritism against any employee because of race, creed, color, religion, sex, age, marital status, sexual orientation, national origin or political affiliation.

B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination

by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE IV

MAINTENANCE OF OPERATIONS

A. The Union covenants and agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slowdown, walkout or other job action against the Township.

B. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other such activities and that the Union will publicly disavow such action and order that all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

C. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any disciplinary action up to and including termination of the employment of such employee or employees.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both.

E. The Township agrees that it will not engage in a lockout of the employees covered in this Agreement.

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.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means the interpretation, application or alleged violation of this Agreement and may be raised by an individual or the Union at the request of an individual or individuals. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

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 by mutual consent:

Step One: The aggrieved or the Union Shop Steward shall institute action under the provisions hereof within ten (10) working days after knowledge of the event has occurred and an earnest effort shall be made to settle the differences between the aggrieved

employee and the immediate supervisor for the purpose of resolving the matter informally.

Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement is reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) working days thereafter to the Superintendent or Department Head. The Superintendent or Department Head shall answer the grievance in writing within five (5) working days of receipt of the written grievance.

Step Three: If the Union wishes to appeal the decision of the Superintendent or Department Head, such appeal shall be presented in writing to the Township Administrator within ten (10) working days thereafter. The Township Administrator shall respond, in writing, to the grievance within fifteen (15) working days of the submission.

Step Four: The Union may request a hearing with the Township Administrator to review his/her response to the grievance. The hearing will be set up within ten (10) working days unless an extension has been agreed to by both parties in writing.

Step Five: If the grievance is not settled through Steps One, Two, Three, and Four either party shall have the right to submit the dispute to arbitration within ten (10) working days of Step Three or, if requested, Step Four pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

D. Arbitration Procedure

1. The parties direct the arbitrator to decide, as a preliminary question, whether

he/she has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

3. The arbitrator's decision shall be in writing, with reasons.

4. The Union and the Township shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties.

5. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance or any step in the grievance procedure.

6. Upon prior notice to and authorization of the Department Head, the designated Union representatives shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during

work hours of the employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Franklin or require the recall of off-duty employees.

7. Grievance and disciplinary hearings will be scheduled whenever possible during working hours of the employees involved and at a time mutually convenient to the Township and the designated AFSCME representative.

8. An employee subject to discipline will be advised in writing within five (5) working days of the knowledge by the appropriate Township representative of the infraction or violation. However, in the event additional time is needed by the Township to complete the investigation of the alleged infraction or violation, the employee will be advised of the discipline no later than ten (10) days after the completion of the investigation.

ARTICLE VI

DUES DEDUCTION AND AGENCY SHOP

A. Union Security and Dues Deduction

1. The Township agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The Township further agrees to make said deductions from the first two (2) pays of each month in equal amounts. In the two (2) months per-year where a third pay occurs, the dues shall be deducted in the same amount as each of the first two pays. The amount to be deducted shall be certified to the Township by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of the names of all employees for whom the deductions were made, by the tenth (10th) working day of the succeeding month after such deductions were made.

2. If a union member elects to withdraw from the union the effective date of the termination of dues deduction shall be as of January 1st the succeeding year.

B. Agency Shop and Fee Deduction

Those employees who elect not to become a member of the Union are required to pay an agency fee which shall be deducted from the employee's pay under the following circumstances:

1. The employee is in the bargaining unit on the effective date of this Agreement or the date of signing (whichever is later) and does not join the Union within thirty (30) days thereafter.
2. A new employee who does not join the Union within thirty (30) days of initial employment within the bargaining unit.
3. An employee returning to the bargaining unit from a re-employment list who does not join the Union within ten (10) days following reentry into employment within the unit.
4. The method of deduction and payment to the Union shall be in accordance with Section A-1 above.
5. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

C. Challenging Assessment Procedure

The Union agrees that it has established a procedure by which a non-member

employee (s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

D. Indemnification

The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Township in conformance with this Article. The Union shall intervene in and defend any administrative or court litigation concerning this provision and the Township shall cooperate with the Union in defending this provision.

ARTICLE VII

WORK SCHEDULES

A. Work Week

The regularly scheduled workweek shall be Monday through Friday for all employees.

B. Work Day

The regular workday for all employees shall consist of seven, eight, nine or ten hours excluding a lunch break without pay.

C. Starting Time

Except in cases of emergency, the regular starting time for work shift shall not be changed without reasonable notice to the affected employees and without first having discussed the matter with the Union at least two (2) weeks prior to the proposed date of implementation. The number of hours in the workday and/or workweek shall remain unchanged during the life of this Agreement.

D. Continuous Operations

Where continuous operations are required on a twenty-four (24) hour basis, seven

(7) days a week, employees assigned to such a schedule will have their work assignments arranged wherever possible to provide on a rotational basis an equitable share of Saturday and or Sundays off to be distributed as equitably as possible throughout the year.

E. Additional Shifts

When more than one (1) work shift per day within a classification is in effect, employees within such classification may request preference of shift assignment in accordance with their seniority. Such requests may be made only when vacancies occur or when, for other reasons, changes in the number of employees per shift are being made. The Township will consider such requests in making shift assignments along with other Township needs including the need to provide economical and efficient service.

ARTICLE VIII
OVERTIME

A. Overtime

Overtime is defined as all hours worked in excess of forty (40) hours per week. For the purposes of overtime, time paid for but not worked (e.g. paid vacation leave/sick leave) shall be counted as time worked. Employees whose regularly scheduled work week is less than forty (40) hours, shall be compensated at the rate of straight time for all hours worked in excess of their regularly scheduled work week up to and including forty (40) hours per week. Whenever possible, employees required to work beyond the normal workday shall be given at least two hours notice.

B. Holiday Work

Employees who are scheduled to work on a recognized holiday shall be compensated at the rate of time and one half their regular straight time rate of pay for all

hours worked on the holiday plus a day's pay at straight time rate. In the event that the employee works past the "day's pay" they will be compensated hour for hour with straight time rate for those hours worked.

C. Overtime Distribution

Overtime work shall be distributed as equitably as possible among all employees within the same classification who are qualified to perform the necessary work. All employees may be required to work a reasonable amount of overtime. The DPW will maintain a log of overtime offered and accepted and this log will be regularly updated and posted on the DPW bulletin board.

D. Pay Disbursement

Overtime shall be paid currently if possible and practicable, but in any event no later than the second pay period after the overtime work was performed.

E. Compensatory Time

In the event an employee chooses overtime compensation in compensatory time off, and such choice is approved by the Township, the compensatory time off must be taken within sixty (60) calendar days after the overtime work was performed. Overtime work chosen as compensatory time off will be calculated at time and one half.

ARTICLE IX

CALL IN TIME

If any employee is recalled, she/he shall receive a guarantee of two (2) hours compensation at the then appropriate rate of pay (straight time or time and one half), provided such work is not contiguous with the employee's normal workday. The

Department Head or his/her designee shall have the right to retain the employee for the full two (2) hour period.

ARTICLE X

RATES OF PAY

A. All full-time employees will receive wage increases added to their base pay in the percentage amounts and on the dates which follow:

January 1, 2005: 3.5%

January 1, 2006: 3.5%

January 1, 2007: 3.75%

January 1, 2008: 3.75%

B. Wage increases for part-time employees will be prorated based upon the number of hours worked for those part time employees covered under this agreement.

C. The Union recognizes the right of the Township to direct its work force, which includes the assignment of work to individuals that may fall outside their primary job classification. However, the Township will compensate an employee who works out of title for one half of a full shift for the rate of that title if higher than the employee's normal rate.

D. The titles of Senior Administrative Clerk (eligible after 15 years) and Senior Construction Clerk (eligible after 15 years) will receive after the 3.5% contractual raise an additional raise of \$1.00 per hour in year 2005.

ARTICLE XI

LONGEVITY

A. For all employees hired on or before May 1, 2005 longevity bonus will be paid upon the employee's anniversary date in full after completion of five (5) years and eight (8) years. The rate shall be two (2%) percent at five years and two and one-half (2.5%) percent at eight years. Upon notification by the employee, the Township will issue the appropriate longevity payment in the next possible pay period.

B. Longevity will be issued in a check separate from the employee's normal payroll check in accordance with the employee's IRS Form W-4.

C. Employees hired on or after May 1, 2005 shall not be eligible for longevity payments.

ARTICLE XII

HOLIDAYS

A. The following days are recognized as paid holidays:

| | |
|---|---------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King Day | General Election Day |
| Presidential Birthday (Third Monday in February) | Veteran's Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Friday after Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday.

Holidays which fall on a Sunday shall be celebrated on the following Monday unless agreed to by both parties in writing. Holidays which fall within an employee's vacation period shall be celebrated at the employee's option.

ARTICLE XIII

VACATIONS

A. Permanent full-time employees shall earn annual vacation with pay as follows:

| <u>YEARS OF SERVICE</u> | <u>NO. OF WORKING DAYS VACATION</u> |
|--------------------------------------|--|
| Up to one year of service | One working day for every two months worked up to a maximum of five working days to be taken after one year of service — |
| 2 through 5 years of service | 10 working days per year |
| After 5 through 15 years of service | 15 working days per year |
| After 15 through 20 years of service | 20 working days per year |
| After 20 years of service | 25 working days per year |

B. An employee shall be entitled to use earned vacation ~~after~~ after the completion of the first year of service and thereafter as of the employee's anniversary following the completion of such year of service and the employee's anniversary thereafter.

C. Any employee who resigns his position with the Township shall give two (2) weeks notice. In the event the employee fails to give such notice, the employee will lose

any accrued vacation not to exceed two (2) weeks of such vacation accrual.

D. In the event an employee is unable to utilize vacation leave or a portion thereof in any calendar year, such vacation leave up to a maximum of two (2) weeks shall accumulate and shall be granted during the next succeeding year only. Any vacation days carried over into the next succeeding year shall be considered the first vacation days used in that succeeding year.

E. 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.

F. In order to exercise seniority, vacation requests shall be submitted to the appropriate department head within ten (10) days after the posting or distribution of the vacation leave request schedule. Failure to submit a vacation request by the tenth day will result in loss of seniority preference for the selection of vacation. The Township will respond in writing to the employee's request for vacation within ten (10) working days of submission. Vacation requests may be submitted before vacation days are earned however vacation days may not be used before they are earned.

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

H. Vacation benefits for employees hired on or prior to December 31, 1997 shall remain the same: ten (10) or more years of service shall receive twenty (20) days of vacation. All employees hired on or after January 1, 1998 shall come under the vacation schedule outlined in paragraph A.

ARTICLE XIV

PERSONAL DAYS

A. Permanent full-time employees shall accrue personal days on the basis of one (1) personal day for each four (4) months of employment from the date of permanent appointment up to and including December 31st next following such date of appointment and four (4) personal days for each calendar year thereafter.

B. Personal days may be accumulated and carried forward up to a maximum total of six (6) days inclusive of the personal days for the then current year. Unused personal days beyond the maximum accumulation will be credited to an employee's unused sick time.

C. Personal days can be used for any matter the employee chooses.

D. Requests for personal leave will be made in writing to the employee's supervisor not less than five (5) calendar days in advance of the day except in cases of an unanticipated event.

ARTICLE XV

SICK LEAVE

A. Service Credit for Sick Leave

1. Permanent full-time employees shall be entitled to sick leave pay based on their

aggregate years of service.

2. Permanent part-time employees shall be entitled to pro-rated sick leave based on their aggregate years of service.

3. Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness or exposure to contagious disease which prevents his/her doing the usual duties of their position.

B. Amount of Sick Leave

1. Permanent full-time employees shall receive five (5) Sick Days after their probationary period to use in the first year of employment. On the employee's anniversary date the employee will receive ten (10) sick leave days for use in that year. An employee who utilizes non-earned sick leave days up to a maximum of ten (10) will have such non-earned days deducted from his final paycheck.

2. Any earned sick leave not utilized in any calendar year shall accumulate to the employee's credit from year to year to be utilized if and when needed for such purpose.

3. An employee shall not be reimbursed for earned unused sick leave at the time of resignation or termination of employment. However, an employee who retires from employment in accordance with the provisions of the then applicable pension program will be entitled to payment for half of all accumulated and unused sick leave.

C. Reporting of Absence on Sick Leave

1. If an employee is absent for reasons that entitle him/her to sick leave, his/her Department Head or designated representative must be notified by telephone or personal

messenger in advance as soon as possible, not later than fifteen (15) minutes before the employee's starting time.

- a. Failure to so notify his/her Department Head or designated representative may constitute a case for denial.
- b. Absence without notice for three (3) consecutive days may constitute a major violation.

D. Verification of Sick Leave

1. An employee who shall be absent utilizing sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.
 - a. An employee who has been absent utilizing sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days may be required to submit acceptable medical evidence of any additional sick leave in that year.
 - b. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action up to and including discharge.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by a physician at the expense of the Township.

4. Unexcused absences cannot be tolerated. After the first year of employment, employees who deplete all of their sick days, are not on approved leaves of absence and still fail to show up for work shall not receive pay for that day and shall be subject to the following discipline:

- First Offense: 1 day suspension without pay
- Second Offense: 3 day suspension without pay
- Third Offense: 5 day suspension without pay
- Fourth Offense: Termination from Employment

Employees will be put on notice, by the Township, as a reminder when they only have three (3) sick days left. If an employee exhausts all their sick time but is out sick with “proof of illness” they may utilize other accrued time. If an employee whose sick days are exhausted does not provide proof of illness or provides proof of illness but has no other accrued time are subject to the above discipline schedule. The time frame on above discipline will run 24 months from date of first occurrence and will stay in effect for twelve (12) months following the third step.

5. Employees who have at least 20 sick days accumulated as of November 1 of the current year may voluntarily sell back up to 5 days. For purposes of sick day sell back a “day” is defined as seven (7) hours for clerical employees and eight (8) hours for DPW employees. Employees wishing to take advantage of the Sick Day sell back must have a voucher presented to the Chief Financial Officer by November 1st. Payment will be made

in the last pay period of November in a separate check.

6. For other extended leave requests see Article XIX.

ARTICLE XVI

WORKERS COMPENSATION

Worker's Compensation coverage will be continued in accordance with the Worker's Compensation Laws of the State of New Jersey.

ARTICLE XVII

BEREAVEMENT LEAVE

A. Each employee shall be permitted up to a maximum of five consecutive work 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. Unless otherwise agreed to by the Township Administrator.

B. For the purposes of this Article, immediate family is defined as father; mother, brother, sister, spouse, children, legal guardian, mother-in-law and father-in-law. Commencing August 1, 2003, "immediate family" shall also include an employee's stepfather, stepmother, stepchildren and significant other as defined by law.

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

D. One 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 XVIII

MILITARY LEAVE

Military leave will be granted in accordance with applicable law.

ARTICLE XIX

SPECIAL LEAVE OF ABSENCE

A. Under the Family and Medical Leave Act medical benefits will be provided for up to 12 weeks in accordance with the guidelines of this act. Employees are covered under both the State of New Jersey and Federal family medical leave programs.

B. A permanent employee who is temporarily incapacitated to perform their duties (due to either physical or mental reasons) or for any reason considered valid by the Township, may be granted a special leave of absence without pay and without benefits by the Township for a period not to exceed six (6) months. Family Medical Leave will be requested prior to requesting a special leave of absence. Any permanent employee desiring such special leave of absence without pay shall submit their request in writing stating the reasons why, in their opinion, the request should be granted, along with the anticipated date of return to duty.

C. The Township shall grant a maternity (or paternity) leave of absence without pay for the amount of time requested by an employee, up to a maximum of six (6) months in any one (1) year with renewal at the Township's option, and the medical benefits shall be paid by the Township. This leave will run concurrently with the family medical leave act. An employee requesting maternity or paternity leave shall notify the Township of the

request at least two (2) months prior to the requested commencement of such leave.

D. While an employee is on disability leave of absence they may buy back earned leave time every month in an effort to maintain their take home pay level to its usual level.

ARTICLE XX

UNION BUSINESS LEAVE

A. Time off without loss of regular straight time pay will be available for employees who are designated to attend a function of the Union's International or other subordinate body and for the President of Local 3574 or his/her designee to attend local meetings approved by the Township Administrator which take place during his/her working hours. The aggregate number of days available for the foregoing shall be as follows:

- | | |
|-------------|-------------------|
| 1. For 2005 | ten (10) days |
| 1. For 2006 | fifteen (15) days |
| 2. For 2007 | ten (10) days |
| 4. For 2008 | fifteen (15) days |

The foregoing days, if not utilized in any one (1) calendar year may be carried forward to the next calendar year within the lifetime of the contract and for one (1) calendar year after the end of the contract. AFSCME will notify the Township Administrator in writing if an employee authorized for union business leave is not in attendance at the union function.

B. An employee who is a member of the Union, who is lawfully elevated to an official full-time position in the parent Union, may be granted a leave of absence without pay to attend his official duties, for a period not to exceed one (1) year. Said unpaid leave

may be renewed by the Township for one (1) additional year upon request.

C. An employee under the circumstances noted in this section will receive service time credit up to a period of one (1) year only, but with no accrual of any benefits. In the event the employee is approved and continues on for an additional one (1) year of leave, the second year will not count either for service time or accrual of benefits. The service time of the employee will be frozen at the conclusion of the first year of leave and in the event the employee returns to the employ of the Township after the second year of leave, the employee will resume earning service time upon such return.

ARTICLE XXI

JURY DUTY

A permanent full-time employee required to serve as a juror will suffer no loss of regular straight time pay, provided:

1. The jury service is certified by the Clerk of the Court.
2. The employee immediately notifies their supervisor upon receipt of a summons for jury service.
3. The employee submits a signed slip from the County Clerk with proof of days served on the jury.

ARTICLE XXII

LEAVE

In the event an employee is required to appear in Court or before a judicial body or is a party to any private legal action which is not job related, the employee shall not be entitled to receive a paid leave of absence pursuant to this Article. However, said employee may use personal or vacation time with proper notification.

ARTICLE XXIII

LEAVES OF ABSENCE

Employees returning from authorized leaves of absence up to a maximum of one (1) year will be restored to their previous classification at the then applicable rate of pay with no loss of seniority.

ARTICLE XXIV

HEALTH AND MEDICAL BENEFITS

A. 1. The Township will provide medical insurance coverage, including pharmaceutical coverage, basic dental coverage and a vision rider, to full-time employees and eligible dependents in accordance with the following premium cost sharing provisions:

- a. Family coverage: Employees shall pay \$2,596.80 per year to the cost of the premiums charged to the Township.
- b. Husband/Wife: Employees shall pay \$700.00 per year to the cost of the premiums charged to the Township.
- c. Parent/Child: Employees shall pay: Employees shall pay \$600.00 per year to the cost of the premiums charged to the Township.
- d. Single: Employees shall pay: Employees shall pay \$350.00 per year to the cost of the premiums charged to the Township.

2. The employee share of premiums, set forth above in Section A (1) of this Article, shall be reimbursed to the Township by way of payroll deduction.

B. Employee co-payments

1. The prescription drug co-payment schedule shall be: \$10 for generic prescriptions; \$20 for non-generic prescriptions.

2. The medical insurance co-payment schedule shall be: \$10 for each office visit. Other co-payments shall be as provided for in the plan document.

3. The Township reserves the right to change any insurance plans or carriers or to self-insure so long as in the aggregate substantially similar benefits are provided.

4. An employee must average thirty (30) hours per week in a calendar quarter to be entitled to health benefits and health benefits become effective 90 days after start date (except for recalled union employees in which case they become effective 30 days after start).

5. Vision and dental co-payment schedule shall be provided in the respective plan documents.

6. The Township agrees to allow employees to opt out of the health insurance plan in return for cash reimbursement of \$3,700.00. The cash reimbursement will be paid out in an end of calendar year payment. Employees who wish to take advantage of this must make the request in writing along with proof of other insurance. 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.

ARTICLE XXV

BULLETIN BOARDS

A. Bulletin board space will be provided by the Township at permanent work locations for use by the Union for the purpose of posting Union announcements and other information of a non-controversial, non-political nature.

B. Only material authorized by the signature of the Union President, Steward or alternate on said material shall be permitted to be posted on the bulletin board.

ARTICLE XXVI

SENIORITY

A. Seniority is defined as an employee's total length of service with the Township, beginning with his or her original date of employment provided that there is not a break in service in excess of one (1) year. In the event of a break in service in excess of one (1) year, the employee's seniority will be as of the last date of hire.

B. An employee having broken service with the Township of one (1) year or less (as distinguished from an authorized leave of absence) who is re-employed by the Township shall not accrue seniority credits for the time he was not employed by the Township.

C. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Township's payroll records. If hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order (of the employee's name).

D. For part-time employees who become full-time employees, length of service for

seniority purposes shall be calculated based on the full-time equivalent of the full-time positions to which they are subsequently assigned.

E. 1. The Township shall maintain an accurate, up to date s eniority roster showing the date of hire and classification of each employee covered by this Agreement, and the Township shall furnish copies of the same to the Union upon reasonable request.

2. The Union will be given notification of those new or additional positions created by the Township which may be covered under the Recognition clause of this Agreement. In the event there is any dispute as to whether such employees are so covered, the matter will be submitted to the Public Employment Relations Commission for resolution.

F. In case of layoffs, recalls and vacation schedules, an employee with the greatest amount of seniority within job titles shall be given preference, provided the employee has the ability to perform the work involved. In the cases of promotions, seniority will be a factor considered in making the final determination.

ARTICLE XXVII

SAFETY AND HEALTH

A. The Township shall insofar as possible maintain safe and healthful conditions and will provide employees with necessary tools or devices that may reasonably be required to promote employee safety and health. In addition, the Township agrees to provide the following:

1. Water jugs on Public Works trucks.
2. First aid kits in Township vehicles and designated office areas.

B. The Township and the Union shall each appoint two (2) representatives to a safety committee. It shall be the responsibility of the Township to investigate and remedy unsafe and unhealthy conditions. Safety committee members may be requested by the Township to assist in the investigation of conditions.

1. Upon request and with prior approval, a safety committee member representing the Union may be permitted a reasonable opportunity to visit work locations at Township facilities to investigate alleged unsafe or unhealthy conditions.
2. The Union's safety committee member will be permitted to conduct such investigation during regular working hours with no loss of pay for a period not to exceed one (1) hour in any given day, unless additional time is specifically requested and authorized in advance by the Township and provided that irrespective of the time spent, there is no interference with the operation of Township business.
3. In the event of an on the job injury requiring professional medical attention, the department head will expedite such medical attention by calling for an ambulance, if required, or if the injured employee can be moved, arranging transportation to a competent medical facility. Additionally, return transportation will be arranged if the employee is not admitted to the medical facility as an inpatient.

ARTICLE XXVIII

DISCIPLINE

A. The Township may impose discipline including, but not limited to, the following disciplinary actions:

1. Oral reprimand.
2. Written reprimand.
3. Suspension (minor) - 5 days or less.
4. Suspension (major) - in excess of 5 days.
5. Discharge.

B. No employee should be disciplined without just cause.

C. An employee shall, upon request, be entitled to Union representation at each stage of a disciplinary hearing, including the investigation stage.

D. Discipline may be grieved on the following basis:

1. An oral reprimand, written reprimand, and minor suspension may be grieved to Step Four (Township Administrator) only whose decision shall be final.
2. A major suspension or discharge may be grieved to Step Five (arbitration).

E. When the Township imposes discipline other than an oral reprimand, written notice of such discipline shall be given to the employee and a copy shall be transmitted to the Union President and the Staff Representative from AFSCME District Council #71.

ARTICLE XXIX

GENERAL PROVISIONS

A. In the event an employee is scheduled to attend a school or training session on one of his regularly scheduled days off, the employee may, subject to the approval of the Administrator, choose another day off.

B. Openings in existing positions and any newly created positions which are to be included in the bargaining unit, shall be posted for a period of two (2) weeks prior to filling the position. However, on a temporary basis or in an emergency, the Township may fill the position on a temporary or emergency basis may be a candidate for that position. The Union shall be notified of any such positions.

C. The first ninety (90) days of full-time employment of an employee constitutes a probationary period. The probationary period may be extended by up to an additional sixty (60) days upon prior written notification to the employee and the Union. The probationary period of part-time employees will be the aggregate full-time equivalent of full-time employees.

D. All new full-time employees will be supplied with copies of available health insurance and/or other benefit program booklets.

E. Part-time employees covered by this Agreement (see Article I, Recognition - Section B) will receive on a pro-rated basis the following benefits only: longevity, holidays, vacations, personal days, sick leave, bereavement leave and jury duty.

F. The Americans with Disabilities Act shall be recognized in its entirety for hiring, maintaining employment and equal access with properly designed equipment for all disabled employees.

ARTICLE XXX

SEPARABILITY AND SAVINGS

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, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXI

FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

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

ARTICLE XXXII

DURATION

A. This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect to and including December 31, 2008, without any reopening date.

B. This Agreement shall continue in force and effect from year to year thereafter,

unless either party gives the other notice, in writing, no sooner than one hundred fifty (150) or no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Franklin, New Jersey, on this XX day of Month, 2005.

AFSCME COUNCIL 71

TOWNSHIP OF FRANKLIN

BY: Frank Pappalardo (Pres)

[Signature]

[Signature]

Paul Coulton

[Signature]

| | A | B | C | D | E |
|----|--|-----------------|----------------------------|-----------------|-----------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | APPENDIX A | | | | |
| 5 | NOTE: "Eligibility" is not determined by any one criteria only, but instead will be determined | | | | |
| 6 | by consideration of several things. For example, | | when an employee enters or | | |
| 7 | approaches their eligibility the following items will | | | | |
| 8 | all be considered for promotion to the next class: | | | | |
| 9 | a: Review of employee's past performance b: Supervisors recommendation | | | | |
| 11 | c: Review of personnel folder, tardiness, attendance, etc. | | | | |
| 13 | | | | | |
| 14 | TITLE | Yr. 2005 | Yr. 2006 | Yr. 2007 | Yr. 2008 |
| 15 | | 3.5% | 3.50% | 3.75% | 3.75% |
| 16 | | | | | |
| 17 | DPW Part Time Laborer | \$ 9.89 | \$ 10.24 | \$ 10.62 | \$ 11.02 |
| 18 | DPW Laborer Probation | \$ 10.58 | \$ 10.95 | \$ 11.36 | \$ 11.79 |
| 19 | DPW Laborer Starting | \$ 11.88 | \$ 12.30 | \$ 12.76 | \$ 13.24 |
| 20 | (First Year, after Probation) | | | | |
| 21 | DPW Laborer 3rd Class | \$ 13.83 | \$ 14.31 | \$ 14.85 | \$ 15.41 |
| 22 | (Eligible after 1 year) | | | | |
| 23 | DPW Laborer 2nd Class | \$ 15.38 | \$ 15.92 | \$ 16.52 | \$ 17.14 |
| 24 | (Eligible after 4 years) | | | | |
| 25 | DPW Laborer 1st Class | \$ 16.46 | \$ 17.04 | \$ 17.68 | \$ 18.34 |
| 26 | (Eligible after 10 years) | | | | |
| 27 | | | | | |
| 28 | CDL Driver Probation | \$ 13.82 | \$ 14.30 | \$ 14.84 | \$ 15.40 |
| 29 | CDL Driver Class 4 | \$ 16.22 | \$ 16.79 | \$ 17.42 | \$ 18.07 |
| 30 | (Eligible after 1 year) | | | | |
| 31 | CDL Driver Class 3 | \$ 17.56 | \$ 18.17 | \$ 18.85 | \$ 19.56 |
| 32 | (Eligible after 5 years) | | | | |
| 33 | CDL Driver Class 2 | \$ 18.63 | \$ 19.28 | \$ 20.00 | \$ 20.75 |
| 34 | (Eligible after 10 years) | | | | |
| 35 | CDL Driver Class 1 | \$ 19.23 | \$ 19.90 | \$ 20.65 | \$ 21.42 |
| 36 | (Eligible after 15 years) | | | | |
| 37 | | | | | |
| 39 | Heavy equipment operator | \$ 17.17 | \$ 17.77 | \$ 18.44 | \$ 19.13 |
| 40 | | | | | |
| 41 | | | | | |
| 42 | | | | | |
| 43 | Mechanic Probation | \$ 15.44 | \$ 15.98 | \$ 16.58 | \$ 17.20 |
| 44 | (First Year, after Probation) | \$ 16.82 | \$ 17.41 | \$ 18.06 | \$ 18.74 |
| 45 | Mechanic 3rd Class | | | | |
| 46 | (Eligible after 1 year) | \$ 17.81 | \$ 18.43 | \$ 19.12 | \$ 19.84 |
| 47 | Mechanic 2nd Class | | | | |
| 48 | (Eligible after 4 years) | \$ 18.74 | \$ 19.40 | \$ 20.13 | \$ 20.88 |
| 49 | Mechanic 1st Class | | | | |
| 50 | (Eligible after 10 years) | \$ 19.21 | \$ 19.88 | \$ 20.63 | \$ 21.40 |
| 52 | | | | | |
| 53 | | | | | |

| | A | B | C | D | E |
|----|-------------------------------|-------------|-------------|-------------|-------------|
| 4 | | | | | |
| 6 | | Yr. 2005 | Yr. 2006 | Yr. 2007 | Yr. 2008 |
| 7 | | 3.5% | 3.50% | 3.75% | 3.75% |
| 8 | | | | | |
| 10 | Asst. Admin Clerk - Temp. | \$ 9.89 | \$ 10.24 | \$ 10.62 | \$ 11.02 |
| 11 | Asst. Admin Clerk - Probation | \$ 9.89 | \$ 10.24 | \$ 10.62 | \$ 11.02 |
| 12 | Asst. Admin Clerk - Starting | \$ 11.22 | \$ 11.61 | \$ 12.05 | \$ 12.50 |
| 13 | (First Year, after Probation) | | | | |
| 14 | Asst. Admin Clerk | \$ 13.22 | \$ 13.68 | \$ 14.19 | \$ 14.72 |
| 15 | (Eligible after 1 year) | | | | |
| 16 | Admin Clerk | \$ 13.81 | \$ 14.29 | \$ 14.83 | \$ 15.39 |
| 17 | (Eligible after 4 years) | | | | |
| 18 | Senior Admin Clerk | \$ 15.28 | \$ 15.81 | \$ 16.40 | \$ 17.02 |
| 19 | (Eligible after 10 years) | | | | |
| 20 | Senior Admin Clerk | \$ 16.28 | \$ 16.85 | \$ 17.48 | \$ 18.14 |
| 21 | (Eligible after 15 years) | | | | |
| 22 | | | | | |
| 23 | Construction Clerk Probation | \$ 12.88 | \$ 13.33 | \$ 13.83 | \$ 14.35 |
| 24 | Construction Clerk | \$ 15.27 | \$ 15.80 | \$ 16.39 | \$ 17.00 |
| 25 | Senior Const. Clerk | \$ 16.60 | \$ 17.18 | \$ 17.82 | \$ 18.49 |
| 26 | (Eligible after 10 years) | | | | |
| 27 | Senior Const. Clerk | \$ 17.60 | \$ 18.21 | \$ 18.89 | \$ 19.60 |
| 28 | (Eligible after 15 years) | | | | |
| 29 | | | | | |
| 30 | Zoning Board Secretary | \$ 1,500.00 | \$ 1,552.50 | \$ 1,610.72 | \$ 1,671.12 |
| 31 | Planning Board Secretary | \$ 1,500.00 | \$ 1,552.50 | \$ 1,610.72 | \$ 1,671.12 |
| 32 | | | | | |
| 33 | | | | | |
| 34 | Bus Driver | \$ 14.32 | \$ 14.82 | \$ 15.38 | \$ 15.96 |
| 35 | Meals on Wheels Courier | \$ 10.47 | \$ 10.84 | \$ 11.25 | \$ 11.67 |
| 36 | | | | | |