

AGREEMENT

between

TOWNSHIP OF FRANKLIN

and

**FRANKLIN TOWNSHIP SUPERVISORY OFFICERS ASSOCIATION
(POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO.154)**

January 1, 2008 through December 31, 2009

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PREAMBLE

This Agreement is made this ____ day of _____ 2008, by and between the TOWNSHIP OF FRANKLIN ("Township"), a Public employer of the State of New Jersey, and the FRANKLIN TOWNSHIP SUPERVISORY OFFICERS ASSOCIATION, PBA LOCAL 154 (hereafter referred to as "SOA").

PURPOSE AND INTENT

The Township and the SOA desire to establish, maintain and regulate all standards of hours of work, rates of pay and all other terms and conditions of employment of the Bargaining Unit represented by the SOA.

ARTICLE 1
RECOGNITION

The Township recognizes the SOA as the sole, exclusive majority representative for collective negotiations within the meaning of N.J.S.A. 34:13A-1, et. seq., for a unit including police sergeants and lieutenants employed by the Township of Franklin, and excluding police captains and the Chief of Police, pursuant to the Certification of Representative issued by the New Jersey Public Employment Relations Commission on April 7, 1989.

ARTICLE 2

AGENCY SHOP PROVISIONS

A. Representation Fee

If an employee does not become a member of the SOA during any membership year, from January 1 to December 31, which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the SOA for that membership year. Before the beginning of each membership year, the SOA will notify the employee in writing of the amount of the regular membership dues which the SOA intends to charge its members for the membership year. The Representation Fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

B. Representation Fee Deduction

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

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

If an employee who is required to pay a Representation Fee terminates his or her employment with the Township before the SOA has received the full amount of the Representation Fee to which it is entitled under this Article, the Township will deduct the unpaid portion of the fee from the last paycheck paid to the employee during the membership year in question.

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

C. Demand and Return of Representation Fees

The SOA shall establish and maintain at all times a Demand and Return System as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6. Membership in the SOA shall be available to all employees in the Bargaining Unit on an equal basis at all times. If the SOA fails to maintain such a system or if membership is not available, then the Township shall immediately cease making such deductions.

D. Indemnification

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

ARTICLE 3
RIGHTS OF EMPLOYEES

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

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

C. Should any such session be scheduled so as not to allow for such seven (7) day notice, the notice of intention shall nevertheless be given reasonably in advance.

ARTICLE 4
JUST CAUSE

No member will be disciplined except for just cause. "Discipline", as the term is used herein, shall consist of any removal, suspension, fine, demotion or reprimand issued, imposed or effectuated upon a member.

ARTICLE 5

WAGES

A. Employees shall receive salary increases of 3.50% retroactive to January 1, 2008. Market Adjustments as indicated in section B below shall be added after calculating the above-mentioned percentage increases.

B. Employees shall receive Market Adjustments retroactive to January 1, 2008.

Effective 1-1-2008 Plus \$750 increase
Effective 1-1-2009 Plus \$750 increase

C. Salary Schedule including percentage increases and market adjustments as noted in A and B above.

	1/1/2008	1/1/2009
	3.5% + \$750 Market Adjustment	
Sergeant	\$106,460	\$110,936
	6% increase over Sergeant's base + \$750 Market Adjustment	
Sr. Sergeant	\$112,802	\$ 117,500
10 yrs at rank		

	1/1/2008	1/1/2009
	3.5% + \$750 Market Adjustment	
Lieutenant	\$116,458	\$121,284
	6% increase over Lieutenant's base + \$750 Market Adjustment	
Sr. Lieutenant	\$123,401	\$128,470
5 yrs at rank		

D. Senior Lieutenants pay has been calculated by adding six percent (6%) to the Lieutenants pay. A Lieutenant shall be eligible for Senior Lieutenants pay upon completion of 5 years of service at that rank.

E. Senior Sergeants pay has been calculated by adding six percent (6%) to the Sergeants pay. A Sergeant shall be eligible for Senior Sergeants pay upon completion of 10 years of service at that rank.

F. The administrative assignments of Detective Lieutenants and Sergeants, acting Detective Lieutenants and Sergeants and the Traffic Safety Bureau Supervisor(s) shall be compensated at the rate of three and one-half percent (3.5%) above the respective step the member is currently entitled.

G. In the event a supervisor is needed to act in a capacity of a supervisor of a higher rank, he/she shall receive the rate of pay for that respective rank. The vacancy must be for a period of at least one (1) week and no more than four (4) months.

H. Members (excluding detective supervisors and traffic supervisors) shall be eligible for shift differential as follows:

Steady afternoon shifts \$0.50 per hour (\$1050.00 annually)
Steady midnight shifts \$0.72 per hour (\$1500.00 annually)

Payment to be based on time actually on shift.

I. The annual wage increases of this Agreement shall be based upon time of service and not made contingent upon any merit and/or evaluation system

ARTICLE 6

LONGEVITY

In addition to salaries and wages paid to police personnel per Article 5, Wages, there shall be longevity payments provided according to the table herein below, which shall be effective each year following completion of the respective years of continuous service as listed below, so long as no permanent personnel policies shall have been established by the Township and agreed upon by the Bargaining Unit.

- A. Five (5) years of service
Two and one-half percent (2.5%)
- B. Ten (10) years of service
Four and one-half percent (4.5%)
- C. Fifteen (15) years of service
Five and one-half percent (5.5%)
- D. Twenty (20) years of service
Six and one-half percent (6.5%)
- E. Twenty-four (24) years of service
Eight and one-half percent (8.5%)

1. The amount authorized in the above longevity schedule shall be in addition to the basic salary established in the Police Service Salary Schedule in Article 5, Wages.

2. Longevity payments in accordance with the above shall be included in the members' base pay and be included in his/her regularly scheduled compensation payments.

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

ARTICLE 7

OVERTIME

A. The Township agrees to compensate members of the Bargaining Unit at the rate of one and one-half (1-1/2) times the regular rate of pay for all time worked beyond his/her normal tour of duty and work period. The members hourly rate shall be calculated by dividing the sum of the members annual wages (See Article 5, Wages) and longevity percentage of which the member is entitled (See Article 6, Longevity) by two thousand and eighty (2080).

B. Each member of the Bargaining Unit will have the option of taking overtime in the form of compensatory time at the rate of time and one-half. It is understood that the maximum amount of compensatory time that can be accumulated at any one time by any member of the Bargaining Unit shall conform to the Fair Labor Standards Act. (Currently four hundred eighty [480] hours).

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

ARTICLE 8

UNIFORM AND UNIFORM CLEANING ALLOWANCE

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

Effective 1-1-2008	Fifteen Hundred Dollars	(\$1,500)
Effective 1-1-2009	Fifteen Hundred Dollars	(\$1,500)

B. Payment for said clothing allowance shall be made in two equal payments and shall be paid by the first day of February and the first day of October of the respective year in which it is due. In lieu of direct payment, the member may choose to deposit the allowance in two equal lump sum payments (as per dates stipulated above) to the Township sponsored Deferred Compensation Plan. . **An employee who separates from employment during the year (1/1 -12/31) will be entitled to a pro-rated payment.**

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

D. The Township agrees to replace any clothing or equipment damaged in the line of duty not due to the employee's negligence as shown in an incident report at actual replacement cost. The items of equipment and the values covered by this clause are as follows:

1. Handcuffs
2. Flashlight
3. Wristwatch (Limit \$80.00)
4. Eyeglasses or contact lenses (Limit \$250.00)
5. Briefcase (Limit \$100.00)
6. Bullet-Proof Vest
7. Leather gear

To be eligible for replacement items, evidence of broken or damaged items must be presented along with a receipt for the new replacement items.

ARTICLE 9

VACATION

A. The vacation policy for the Bargaining Unit as established and agreed to by the Township shall be as follows: Based upon the anniversary date each member of the Bargaining Unit shall accumulate vacation benefits in accordance with the following schedule:

1. Vacation entitlement shall be accrued using the day the employee commences employment with the Township (including time accrued as a member of any other department of the Township).

2. Entitlement shall be as follows:

Upon completion of five (5) years
120 vacation hours per year

Upon completion of eight (8) years
160 vacation hours per year

Upon completion of thirteen (13) years
200 vacation hours per year

Upon completion of twenty (20) years
240 vacation hours per year

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

C. Vacation time will be credited and may be used by the employee as of January 1 of the year in which it will be earned. An employee may not use partial vacation hours in a single shift. The employee must have accumulated enough vacation hours to comprise a full shift as outlined within their respective division assignments. Partial vacation hours may

be carried over to the following year as outlined in Section B (above). For purposes of this section, Officers will be permitted to use vacation time in increments of 50% of the Officers scheduled shift hours. (i.e. If an Officer is scheduled to work an 8 hour day, they may take 4 hours of vacation time).

D. Should the unit member after using his annual vacation entitlement, but before the entire annual entitlement is earned, retire or otherwise leave the Department, the Township shall have the right to deduct from the unit member's final paycheck an amount equal to offset the unearned but used vacation hours.

ARTICLE 10

SICK LEAVE

A. The existing sick leave policy of earning eight (8) hours per month for each month of service with an accumulation of up to one thousand forty (1040) hours shall remain in effect during this Agreement. Each employee will be credited with ninety-six (96) hours as of January 1 of each year to be used during the calendar year. In the event an employee leaves during the year and he/she has taken more than his/her pro-rata share of sick leave of eight 8 hours per month, any excess sick leave taken will be deducted from the final paycheck.

B. Employees hired before January 1, 1997 will adhere to the following. Upon retirement or death after ten (10) full years of service with the Township, the employee or his/her designated beneficiary will receive full payment for any unused accumulated sick leave up to a maximum of eight hundred (800) hours. The amount will be computed on the basis of final wages at the time of retirement or death.

C. Employees hired after January 1, 1997 will adhere to the following. Upon retirement or death after ten (10) full years of service with the Township, the employee or his/her designated beneficiary will receive full payment for any unused accumulated sick leave up to a maximum of six hundred forty (640) hours. The amount will be computed on the basis of final wages at the time of retirement or death.

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

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

F. Individual sick hours shall not be used to cover time lost due to on-the-job injuries, provided that the member provides evidence from a

physician assigned by the insurance carrier and agreed upon by the Township Manager.

G. Individual sick hours may be used for the illness of a member of an employee's household that requires the employee's personal care and attention, not to exceed three complete shift days as agreed upon in the employees' respective division assignment. The definition of "household" shall be the same as used in F.M.L.A.

H. Sick Time Incentive Program

1. Any member using fifty-six (56) or less sick hours in the calendar year shall be compensated for the unused sick hours at the rate of Ten Dollars (\$10) per eight (8) hours. Payment will be made to the member by March 31st of the following year.

2. Any member using twenty-four (24) or less hours in the calendar year shall be compensated for the unused hours at the rate of Fifteen Dollars (\$15) per eight (8) hours. Payment will be made to the member by March 31st of the following year.

3. Unused sick hours will continue to accumulate.

To be eligible for this benefit, the employee must be in service as of January 1 of the year benefits are calculated.

I. Sick Time Buy Back

A member who as of the first of the calendar year has accumulated four hundred (400) or more sick hours, shall have the option for that year of being paid forty dollars for every eight (8) sick hours not used with no accumulation for hours which payment is made. The member may decline payment and permit unused sick leave hours to accumulate. If this benefit is selected, payment will be made to the member by March 31st of the following year. If selected, application shall be made to the

personnel office at least thirty (30) days prior to the aforementioned date.

J. Sick Leave / Deferred Compensation

The Township agrees to a deferred compensation plan wherein sick time in excess of 150 accrued hours may be sold back to the Township at 85% value. **Accrued time shall be the time accrued as of 12/31 of each year.** The Township would then deposit payment into the Officers Township sponsored deferred compensation plan. The maximum allowable benefit shall not exceed six thousand dollars (\$6000.00) per year. The employee shall request in writing to the Township Finance Officer by December 31st and payment shall be disbursed in equal payments beginning with the first pay period in April of the following year. All deposits shall conform to the current I.R.S regulations.

K. The use of individual sick hours for illness or accident beyond the minimum in lieu of commencing disability income protection coverage shall be at the option of the member.

L. Disability income program payments are to be financed through equitable shares by the Township and employee on a payroll deduction basis during the term of this contract. This is on a 50-50 basis depending on salary.

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

N. 1. If any unit member works a minimum of six (6) hours in any day and then becomes ill, necessitating his/her leaving before the end of his/her shift, he/she shall be paid in full for the day. There shall be no charge against sick leave.

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

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

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

ARTICLE 11
PERSONAL LEAVE

A. In addition to the normal vacation schedule contained in Article 9, each member of the Bargaining Unit shall be entitled to three (3) days' personal leave per year. A "day" shall be determined by the member's normal daily work period as agreed upon in the employee's respective division assignment.

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

C. Personal leave is not cumulative.

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

ARTICLE 12
LEAVE OF ABSENCE

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

ARTICLE 13
STAND-BY DUTY

A. Each member of the Bargaining Unit who is notified that he/she has been placed on stand-by duty, during off-duty hours, shall be entitled to three (3) hours' pay at the rate of time and one-half for each twenty-four (24) hour period or any part thereof, with payment to be made for at least three (3) hours if he/she is called into police headquarters, that is he/she shall be paid for any three (3) hours of any twenty-four (24) hour period or part thereof. Members placed on stand-by must be notified when they are released by the shift commander.

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

C. Detective supervisors, if called in on weekends, shall be guaranteed the entirety of the stand-by pay (B) and, in addition, any hours worked at a rate of time and one-half.

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

E. All members shall be guaranteed a minimum of two (2) hours at a rate of time and one-half for actual court appearances on their time off even if the minimum two (2) hours court time overlaps the start of their shift.

F. In the event a member is required to answer or respond to after hour telephone calls while off-duty as a part of their regular duties, they shall be guaranteed a minimum of two (2) hours at a rate of one and one half (1 ½) times his/her regular rate of pay.

ARTICLE 14
TUITION BENEFITS

A. An employee pursuing either an Associate Degree, Bachelors Degree or Masters Degree in a police related field or public administration field, shall be reimbursed not in excess of the current in-state per credit cost at Rutgers University, New Brunswick Campus.

B. One hundred dollars (\$100.00) will be allotted for books per semester.

C. Reimbursement will be made upon successful completion of each college semester.

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

E. A pre-requisite for reimbursement of other courses of study is that said course be approved by the Township Manager before the employee shall be eligible for said reimbursement.

F. The following educational stipend schedule shall apply to those members who have obtained a degree from an accredited College or University. The stipend shall be paid in equal payments by the 1st day of March and the 1st day of September of each year. The stipend shall only be paid for the highest degree attained. In lieu of direct payment, the member may choose to deposit the stipend in two equal lump sum payments (as per dates stipulated above) to the Township sponsored Deferred Compensation Plan.

Associates Degree	\$1000.00
Bachelors Degree	\$2000.00
Masters Degree	\$3000.00

ARTICLE 15

CONDUCTING ASSOCIATION BUSINESS

A. The Township shall grant ten (10) days off per year without loss of pay to the SOA President or designee to attend monthly PBA meetings.

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

ARTICLE 16
GRIEVANCE PROCEDURE

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

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

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

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

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

a. Level One. The employee and the chairman of the SOA Grievance Committee or the employee individually shall meet with the Division Commander. If the grievance is not settled at Level One or if no decision is delivered by the Division Commander within seven (7) working

days, both parties shall complete and sign the proper form and forward it for action at the next step in the procedure.

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

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

d. Level Four. If a settlement is not reached pursuant to Level Three, either party may elect to submit a grievance to arbitration. However, the party requesting arbitration shall give notice to the other party of its intention to arbitrate. The matter shall be submitted to arbitration within (90) days from the Township Managers Decision in Level Three in the following manner:

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

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

(a) The arbitrator shall be bound by the provisions of this agreement and by the applicable laws of the State of New Jersey and the United States. The arbitrator shall not have the authority to add to any amendment or supplement thereto. The arbitrator's decision shall be set forth in writing and shall indicate his/her findings of fact and reasons for the decision and be rendered

within thirty (30) days after the final date of the hearing. The arbitrator's decision shall be final and binding upon the parties subject to applicable court proceedings.

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

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

3. Miscellaneous:

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

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

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

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

ARTICLE 17

SEPARABILITY CLAUSE

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

ARTICLE 18
HEALTH BENEFITS

A. The Township agrees to provide the following benefits to each member of the SOA and their eligible dependants as defined in the respective health benefits contracts. The Township agrees that in the event an improved health insurance package is obtained during the term of this Agreement that the members of the PBA shall receive the new health benefit coverage.

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

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

Effective July 1, 2007

MEDICAL	PPO Plan 1 or 2
DENTAL	Dental Option Plan Dental Choice (DMO) Cigna Dental (DMO)
OPTICAL:	\$150 reimbursement per employee family per annum
DISABILITY:	The Standard
PRESCRIPTION	Non-formulary, \$0 co-pay for generic, \$4 co-pay for brand name.
DISABILITY:	Township pays 50% and all employees pay 50%.

Section 1.

A. The Township has established a plan under Section 125 of the Internal Revenue Code to provide a tax free stipend under the Township ordinance to those employees who have medical coverage elsewhere and who elect not to enroll in the Township's medical, dental, or prescription plans. Under the Section 125 plan, the employee shall receive 40% of the amount the Township would have paid for enrolling the employee in the plan or plans.

B. Effective July 1, 2000, the Township will expand its Section 125 plan to allow employees to establish flexible spending accounts to which they may contribute to pay for health and other expenses as allowed under the Internal Revenue code. Up to the amounts allowed annually under the Internal Revenue Code, employees may pay into these flexible spending accounts from their salary or wages or additionally from their stipend under sub-section A of this section. Additionally, effective July 1, 2000, under the Section 125 plan any employee who elects a less expensive medical plan than the one for which they are eligible may receive 40% of the Township's premium savings. This 40% may be placed in a flexible spending account to pay for other allowable benefits or may be paid out as provided under the Internal Revenue Code.

Section 2.

A. Employees retiring with **20** years in the New Jersey pension system (PFRS) (including their eligible dependents as defined in the respective health benefits contracts) shall have the right to enroll in and receive the medical, prescription and dental benefits for which they are eligible under this agreement.

Section 3.

A. If an Officer is killed in the line of duty as defined by the New Jersey Police and Firemen's Pension System the Officers spouse and

eligible dependants shall receive the Medical Benefits the Officer was entitled to as outlined above until the spouse remarries or dies.

RETIREMENT

In the event a retired employee dies leaving eligible dependents, the eligible dependents may opt to continue coverage previously received, provided that the dependents were covered by this Article at the time of the employee's retirement and are not otherwise eligible for medical benefits from his/her employers.

ARTICLE 19

HOLIDAYS

A. The members of the Bargaining Unit shall receive compensation for the days designated by the Township as listed below.

New Year's Day.

Martin Luther King's Birthday

President's Birthday (Washington)

Good Friday

Memorial Day

Independence Day

Labor Day

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

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Eve Day

Christmas Day

B. Holiday pay has been calculated and added to the members' base pay (Article 5 Wages) and is included in his/her regularly scheduled compensation payments.

C. All sworn personnel, if scheduled to work any holiday as designated in paragraph "A" may be eligible for "Holiday Off". *Any officer who utilizes "Holiday Off" shall be compensated at his/her regular rate of pay for that tour of duty and, therefore, shall forfeit the additional four (4) hour holiday pay.* One detective from each of the two shifts must work the holiday. If/when exigent circumstances arise, it shall be management's prerogative to increase minimum staffing as needed.

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

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

2. When physically working a holiday, a member shall be paid at the rate of one and one half ($1 \frac{1}{2}$) times his/her regular rate of pay in addition his/her regular two (2) weeks salary;

3. Any member working overtime during the twenty-four (24) hour holiday period outlined in paragraph D (1) above, shall be compensated at the rate of two and one half ($2-1/2$) times his/her regular hourly rate of pay for all time actually worked during said holiday period.

ARTICLE 20

FUNERAL BENEFITS

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

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

C. In the event of the death of a member's grandchild, sister-in-law or brother-in-law, the employee shall be entitled to one (1) day off with pay at the straight time rate.

D. In the event of the death of an individual not listed above, but who shares a domicile with the member, the employee shall be entitled to five (5) days off with pay at the straight time rate.

E. A "day" shall be determined by the member's normal workday schedule within their respective division assignment.

ARTICLE 21

EXPENSES

A. Mileage: The Township will reimburse members of the SOA for mileage expenses incurred on official duty by monthly voucher at a rate equal to the prevailing I.R.S. allowable deduction for mileage.

B. Meals: The Township will reimburse ten dollars (\$10.00) per meal provided that a meal is not provided at the destination of the official duty trip.

C. Traveling on Official Duty: Employees are entitled to the meal reimbursement while traveling at the direction of the Township to court, school or special assignment.

ARTICLE 22
PERSONNEL FILES

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

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

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

D. Employees shall receive a copy of each derogatory or disciplinary document being placed in his or her personnel file within ten (10) days. The employee shall sign off and date any document given to him/her, and have the right to place a written rebuttal response to any and all disciplinary documents contained in the personnel file.

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

ARTICLE 23
MISCELLANEOUS

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

ARTICLE 24

FUNERAL DETAIL

In the event a police officer is killed in the line of duty in the State of New Jersey, the Township and the SOA will designate two (2) members of the Bargaining Unit to attend the Officer's funeral. One (1) representative will be picked by the Chief of Police and one (1) by the SOA President.

ARTICLE 25

MANAGEMENT RIGHTS

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

ARTICLE 26

TERM OF CONTRACT

A. This Agreement shall be in full force and effect retroactively to January 1, 2008 through the period ending **December 31, 2009**, and shall continue until such time as the parties reach a new agreement.

B. The SOA shall, at least sixty (60) days prior to the expiration of this Agreement, which shall be November 1, **2009** submit in writing its intention to open negotiations and shall include as part of said notice a list of all items which it intends to negotiate, subject to any determination during the interim period, which shall be between the date of ratification of this Agreement and the expiration date of same, and any change mutually agreed to by the parties herein.

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

ARTICLE 27
SIGNATURE PAGE

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

TOWNSHIP OF FRANKLIN

By: _____
Brian Levine, Mayor Date

ATTEST: _____
Ann McCarthy, Clerk Date

ATTEST: _____
Date

SUPERVISORY OFFICERS ASSOCIATION (POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL NO. 154)

By: _____
S.O.A. Representative Date

ATTEST: _____
Date