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THIS DOES NOT  
CIRCULATE

1978-1979

141

RESOLUTION

March 23, 1978

RESOLUTION RE:  
THORIZE  
12-79  
REEMENT  
AGEMENT  
OUP

BE IT AND IT IS HEREBY RESOLVED by the Township  
Council of the Township of Franklin, Somerset County, New  
Jersey, that the Mayor and the Township Clerk be and they are  
hereby authorized to enter an Agreement with the Franklin  
Township Municipal Management Group;

BE IT FURTHER RESOLVED that said Agreement shall  
commence retroactively on January 1, 1978 and shall expire  
December 31, 1979.

LIBRARY  
Institute of Management and  
Labor Relations

AUG 27 1979

RUTGERS UNIVERSITY

THE ABOVE IS A TRUE COPY OF  
A RESOLUTION PASSED BY THE  
TOWNSHIP COUNCIL 3-23-78

*Mary B. Duffy*  
TOWNSHIP CLERK

# AGREEMENT

## PREAMBLE

This Agreement dated the 5<sup>th</sup> day of April, 1978 and effective January 1, 1978 is entered into by and between the Township of Franklin in the County of Somerset (hereinafter referred to as the "Township") and the Franklin Township Municipal Management Group (hereinafter referred to as the "Group").

## RECOGNITION

The Township hereby recognizes the Group as the exclusive collective bargaining unit for all supervisory personnel excepting those supervisory personnel covered by other contracts entered into by the municipality. A detailed list of positions included is attached as Appendix I.

## MANAGEMENT RIGHTS

All the powers, rights, prerogatives, duties, responsibilities and authority that the Township had prior to the signing of this Agreement are retained by the Township except those and only to the extent that they are specifically modified by this Agreement and are not contrary to public policy nor any law of the State of New Jersey, or any rules or regulations pursuant thereto.

## MAINTENANCE OF BENEFITS

The Group shall continue to receive those fringe benefits in the nature of holidays, vacation and other similar benefits other than wages or compensation which were in existence as of the latest revision to the Township Personnel Code. It is the intent of this paragraph to give each member of the Group whatever benefits the Township had previously granted and are in effect as of the date of the signing of this contract.

ADJUSTMENT OF WAGES

The Group and the Township have agreed to the following terms for wage increases during the years 1978 and 1979.

1. Maximum salaries for MS levels are established as follows:

MS 8	\$17,950
MS 9	20,278
MS 10	21,430
MS 11	23,465
MS 12	27,872
MS 13	29,990

No salary shall exceed the maximum for the duration of this Agreement.

2. Employees in various pay grades (MS scale) shall receive an increase in accordance with the following schedule not to exceed the maximum outlined in paragraph 1.

	<u>1978</u>	<u>1979</u>
MS 8	\$ 1,025	\$ 900
MS 9	1,075	900
MS 10	1,225	900
MS 11	1,325	900
MS 12	1,425	900
MS 13	1,425	900

3. Employees of the Group will be eligible for merit increases in accordance with the following schedule not to exceed the maximum outlined in paragraph 1 of the appropriate year. Appendix II outlines the criteria to be used for merit increases.

	<u>1978</u>	<u>1979</u>
MS 8	\$450	\$300
MS 9	500	300
MS 10	550	400
MS 11	600	400
MS 12	600	450
MS 13	600	500

4. The 1978 increase shall be retroactive to January 1, 1978.
5. The Township shall amend the Salary and Wage Ordinance to conform with this Agreement.
6. Payment to any official whose salary is designated by state law shall be in accordance with state law.

SICK LEAVE UPON RETIREMENT

Upon retirement or death after ten (10) years of service, the employee or his survivor will receive full payment for any unused accumulated sick leave up to one hundred (100) days computed on the basis of final wages.

For the purposes of this section, retirement date shall be the date established by the Public Employees Retirement System. Deferred Retirement Benefit shall not count as retirement for purposes of this section.

Any employee who is eligible to retire shall give at least 12 months notice to the Employer if they desire a lump sum payment for accumulated sick leave, otherwise payment will be made in twelve (12) equal monthly installments.

The Employer shall have forty-five (45) days from receipt of the employee's formal Notice of Retirement Approval to make final computations of amount due.

No payment under this section shall affect, either by increasing or decreasing, any pension or retirement benefit due the employee.

TRAINING AND PROFESSIONAL DEVELOPMENT

The Township recognizes the need for and desirability of professional advancement in the Group. When requested, the Township Manager shall recommend to the Township Council that a member of the unit be authorized to attend one professional conference out of state per year at a total cost not to exceed \$400.

DURATION OF AGREEMENT

This Agreement shall be effective from January 1, 1978 and shall remain in full force and effect until December 31, 1979. Negotiations shall commence upon written notice by one party to the other at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate the Agreement.

APPENDIX I

The following positions shall constitute the unit covered by this Agreement.

Director of Health	Director of Economic Development
Director of Planning	Director of Public Works
Collector of Revenue	Director of Land Use
Fire Inspector	Parks Supervisor/Landscape Architect
Director of Social Services	Chief of Police
Assessor	Director of Code Enforcement
General Foreman	Director of Parks & Recreation

APPENDIX II

Merit increases shall be based upon quantified measurements of performance. The present evaluation form will be used and will be rated as follows:

<u>Category</u>	<u>Point Value</u>
Job Knowledge	.5
Reliability	1.5
Work Attitude	1.5
Personal Relations	1.5
Work Habits	1.0
Initiative	3.0
Relationship with Public	2.0
Productivity	6.0
Leadership Qualities	<u>3.0</u>
	20.0

Each category will be rated by the following method.

<u>Overall Performance</u>	<u>Point Value</u>
Poor	0
Average	1
Above Average	2
Superior	3

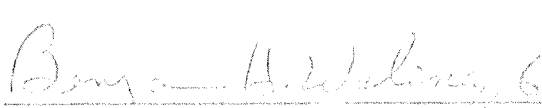
Merit increases will be awarded based on the following total point scale:

17 - 20 points	Maximum
13 - 16 points	75%
10 - 13 points	40%
0 - 10 points	0%

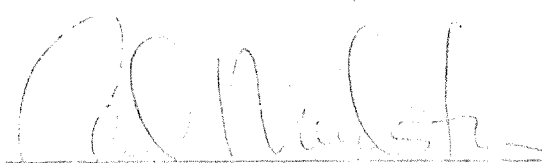
  
John Carlano  
Director of Health


  
Julius Varga  
Director of Economic Development

  
Marion Kelly  
Collector of Revenue


  
Benjamin Walenczyk  
Director of Public Works


  
Martin McLaughlin  
Fire Inspector


  
Carl Nordstrom  
Parks Supervisor/Landscape  
Architect

  
Eugenia Jo Messner  
Director of Social Services

  
Russell Pfeiffer  
Chief of Police

  
Roger Payne  
Tax Assessor

  
John Totten  
Director of Code Enforcement

  
Douglas Murray  
General Foreman

  
Timothy Tapp  
Director of Parks & Recreation

  
JOHN CULLEN  
MAYOR

  
MARY DUFFY  
TOWNSHIP CLERK