

**AGREEMENT**

Between

**TOWNSHIP OF FRANKLIN**

and

**POLICEMEN'S BENEVOLENT ASSOCIATION  
OF FRANKLIN TOWNSHIP LOCAL NO. 154**

January 1, 2010 through December 31, 2013

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PREAMBLE

This Agreement made this 27th day of July, 2012 by and between the TOWNSHIP OF FRANKLIN, a public employer of the State of New Jersey (hereafter referred to as the "Township"), and POLICEMEN'S BENEVOLENT ASSOCIATION OF FRANKLIN TOWNSHIP LOCAL NO. 154 (hereafter referred to as the "PBA").

PURPOSE AND INTENT

The Township and the PBA 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 members of the PBA.

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ARTICLE 1  
RECOGNITION

The Township has previously recognized the PBA as the sole exclusive majority representative for collective negotiations within the meaning of N.J.S.A. 34:13A-1.1, et seq., for all police officers employed by the Township, excluding Supervisory Officers and the Chief of Police.

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ARTICLE 2

AGENCY SHOP PROVISION

**A. Representation Fee**

If an employee does not become a member of the PBA during any membership year from January 1 through 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 PBA for that membership year.

1. Prior to the beginning of each membership year, the PBA will notify the employee in writing of the amount of the regular membership dues, which the PBA intends to charge to its members for that membership year. The Representation Fee to be paid by non-members will be equal to eighty-five percent (85%) of that amount.

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

3. 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 aforesaid list by the Township.

4. If an employee who is required to pay a Representation Fee terminates his/her employment with the Township before the PBA 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 said employee during the membership year in question.

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5. The PBA 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.

6. The PBA 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, and membership in the PBA shall be available to all employees of the Bargaining Unit on an equal basis at all times. In the event the PBA fails to maintain such a system or if membership is not available, the Township shall immediately cease making such deductions.

**B. Indemnification**

The PBA 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 PBA to the Township, or in reliance upon the official notification on the letterhead of the PBA and signed by the President of the PBA 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 PBA 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 PBA member intending to attend shall notify the Chief of Police or designee of such intention in writing. No approval shall be required.

C. Two PBA Representatives plus necessary participants are entitled to attend grievance arbitration and PERC hearings without loss of pay.

D. Three members of the PBA and the President and Delegate will make up the Negotiation Committee and will be allowed to attend all negotiations and interest-arbitration sessions.

ARTICLE 4  
JUST CAUSE

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

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ARTICLE 5

WAGES

A. The parties hereto agree to the following wage schedule:

OLD STEP	NEW STEP	1/1/2010	1/1/2011	1/1/2012	1/1/2013
		2%	2%	2%	2%
PROB	PROB	\$30,000.000	\$30,000.000	\$30,000.000	\$30,000.000
	2	\$40,333.030	\$41,139.691	\$41,962.484	\$42,801.734
	3	\$50,666.060	\$51,679.381	\$52,712.969	\$53,767.228
A	4	\$60,999.093	\$62,219.074	\$63,463.456	\$64,732.725
B	5	\$65,213.447	\$66,517.716	\$67,848.070	\$69,205.032
C	6	\$69,743.572	\$71,138.443	\$72,561.212	\$74,012.437
D	7	\$74,616.789	\$76,109.125	\$77,631.308	\$79,183.934
E	8	\$79,857.136	\$81,454.279	\$83,083.365	\$84,745.032
F	9	\$85,490.837	\$87,200.654	\$88,944.667	\$90,723.560
G	10	\$97,355.912	\$99,303.031	\$101,289.091	\$103,314.873
SR	20	\$103,197.267	\$105,261.213	\$107,366.437	\$109,513.766

B. Effective January 1, 2012 employees shall progress to Step 20 at the start of the employee's 20<sup>th</sup> year of New Jersey Law Enforcement Service. However, New Hires shall not progress to Step 20 until the start of the employee's 20<sup>th</sup> year of service with the Township.

C. All increments shall be based upon time of service and not made contingent upon any merit and/or evaluation system.

D. All increases provided for in the Agreement shall be retroactive to January 1, 2010 (unless otherwise noted).

E. The administrative assignments of Detectives, Acting Detectives and Traffic Safety Bureau Officers shall be compensated at the rate of three and one-half percent (3.5%) above the respective step the Officer is currently entitled.

F. When assigned to coach a recruit for at least forty (40) continued service hours, the officer so assigned will be paid a five percent (5%) pay differential.

1. Coaching is defined as actually training a recruit and shall not include any period when the recruit is in school.

2. Any officer assigned to coach who is absent for a forty (40) continued service hour period shall not be paid for such period.

3. Recruits are defined as probationary officers.

4. It is agreed that the five percent (5%) differential will begin the first day an officer is assigned to coach, except as provided in paragraphs Nos. 1 and 2, which deal with absenteeism.

G. Officers shall be eligible for shift differential as follows (excluding detectives and Traffic Safety Personnel):

Steady afternoon shifts: \$0.50 per hour (\$1050.00 per year)

Steady midnight shifts: \$0.72 per hour (\$1500.00 per year)

Payment to be based on time actually on shift.

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ARTICLE 6

LONGEVITY

A. In addition to salaries and wages paid to police personnel hired before January 1, 2012, 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 so long as no permanent policies shall have been established by the Township and agreed upon by the PBA. According to this table, each employee shall receive longevity payments based upon the following scale.

1. Five (5) years of service - Two and one-half percent (2.5%)
2. Ten (10) years of service - Four and one-half percent (4.5%)
3. Fifteen (15) years of service - Five and one-half percent (5.5%)
4. Twenty (20) years of service - Six and one-half percent (6.5%)
5. Twenty-four (24) years of service - Eight and one-half percent (8.5%)

In addition to salaries and wages paid to police personnel hired on or after January 1, 2012, 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 so long as no permanent policies shall have been established by the Township and agreed upon by the PBA. According to this table, each employee shall receive longevity payments based upon the following scale.

1. Thirteen (13) years of service - Two and one-half percent (2.5%)
2. Seventeen (17) years of service - Four and one-half percent (4.5%)

B. The amount authorized in the above longevity schedule shall be in addition to the basic salary established in the police service salary schedule established in Article 4, Wages.

C. 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.

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

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ARTICLE 7

OVERTIME

A. The Township agrees to compensate members of the PBA at the rate of one and one-half (1½) times the regular rate of pay for all time worked beyond his/her normal tour of duty and work period. The Officers hourly rate shall be calculated by dividing the sum of the Officers annual wages (See Article 5, wages) and Longevity percentage of which the employee is entitled (See Article 6, Longevity) by Two Thousand and Eighty (2080).

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

C. It is understood that at the present time and at the time of this agreement, most members of the PBA 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 in 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 PBA agree that there will be an annual clothing allowance and uniform cleaning allowance:

Effective 1-1-2010	Fifteen Hundred Dollars	(\$1,500)
Effective 1-1-2011	Fifteen Hundred Dollars	(\$1,500)
Effective 1-1-2012	Fifteen Hundred Dollars	(\$1,500)
Effective 1-1-2013	Fifteen Hundred Dollars	(\$1,500)

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.

B. A new uniform issuance allotment shall be paid in the amount of Five Hundred Dollars (\$500) for each newly hired Officer. The Officer will then be eligible for the next scheduled clothing/cleaning allowance provided the next allowance is at least three (3) months after date of hire. No probationary Officer will receive more than \$1,500, per 12 month period.

C. This schedule does not apply to other items of equipment, which 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.

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E. All items of equipment covered by this Article are set forth below with limits included where appropriate:

1. Weapon;
2. Handcuffs;
3. Flashlight;
4. Nightstick;
5. Leather Gear;
6. Wrist Watch (limit \$80.);
7. Eyeglasses or Contacts (limit \$250.);
8. Briefcase (limit \$100.); and
9. Bulletproof Vest

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

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ARTICLE 9

VACATION

A. During the twelve (12) month probationary period of employment, probationary employees shall accrue vacation at the rate of six point six six six (6.666) hours per month. No probationary employee shall be entitled to take vacation until after the successful completion of the twelve (12) month probationary period. Probationary employees shall continue to accrue vacation days at the rate of six point six six six (6.666) hours per month until the first day of January after the end of the probationary period. Thereafter, probationary employees will accrue vacation at the same rate as other employees.

B. Upon completion of probation, a regular non-probationary employee shall be entitled to eighty (80) vacation hours per year. 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). Vacation for regular non-probationary employees will be earned at the following rate:

Upon completion of one (1) year  
80 vacation hours per year.

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

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 E (below). 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. Any employee who leaves the employment of the Township for any reason, and who has taken vacation before it has been earned, shall reimburse, in full, the Township the cash value of the amounts paid to him/her for all unearned vacation.

E. Any member of the PBA 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.

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 nine hundred sixty (960) hours for employees hired before January 1, 1997 shall remain in effect during this Agreement. Employees hired after January 1, 1997 will be able to accumulate up to eight hundred (800) sick leave hours. During the first year of employment, sick leave will be earned at the rate of eight (8) hours per month of employment. Beginning in the second year of employment, each employee will be credited with ninety six (96) sick hours as of January 1 of each year to be used during the calendar year, provided that 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. If the Administrative Code is changed at any time during the term of this contract to increase sick leave benefits accrual and/or use, the employee may choose to adopt those sick leave plan amendments or to continue with those reflected herein. *During the twelve (12) month probationary period of employment, sick leave will be earned at the rate of eight (8) hours per month of employment. Probationary employees will not be permitted to use sick time until they have been employed for 90 days.*

B. 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.

C. Sick hours may be used for the illness of a member of an employee's household, which 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.



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

E. 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.

F. 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 computed on the basis of final wages at the time of retirement or death.

G. 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 computed on the basis of final wages at the time of retirement or death.

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

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

J. 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 benefit due the employee.

K. 1. Effective upon the signing of this Agreement, if any PBA 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. Effective upon the signing of this Agreement, if any PBA 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.

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

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

N. Sick Time Incentive Program

1. An officer using fifty-six (56) or less sick hours in the calendar year shall be compensated for the unused hours at the rate of ten dollars (\$10.00) per eight hours. Payment will be made to the member by March 31<sup>st</sup> of the following year.

2. An officer using twenty-four (24) or less sick hours in the calendar year shall be compensated for the unused hours at the

rate of fifteen dollars (\$15.00) per eight hours. Payment will be made to the member by March 31<sup>st</sup> 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.

O. Sick Time Buy Back

An officer 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 sick hours not used with no accumulation for hours which payment is made. The officer 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 31<sup>st</sup> of the following year. If selected, application shall be made to the personnel office at least thirty (30) days prior to the aforementioned date.

P. Sick Leave / Deferred Comp

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 31<sup>st</sup> 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.



ARTICLE 11  
**PERSONAL LEAVE**

A. In addition to the normal vacation schedule contained in Article 8, each member of the PBA shall be entitled to three (3) days personal leave per year. A "day" shall be determined by the Officers normal daily work period as agreed upon in the employee's respective division assignment. Probationary Officers will be provided with Personal Days as follows:

1. Officers hired in January, February, March and April will be entitled to 3 personal days.
2. Officers hired in May, June, July and August will be entitled to 2 personal days.
3. Officers hired in September, October, November and December will be entitled to 1 personal day.

B. Personal leave may be used for, but not necessarily be limited to, concluding real estate transactions, family affairs, illness of a member of the 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

leave of absence without pay and without benefits paid may be granted for good cause to an employee for a period of up to one (1) year. In addition, the Township may extend a leave of absence without pay and without benefits paid beyond one 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 PBA 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 (1-1/2) for each twenty-four hour (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). Officers placed on stand-by must be notified when they are released by the shift commander.

B. Stand-by pay as it relates to Detectives on weekends shall be limited to the forty-eight (48) hour period as comprised of Saturday and Sunday. Said Detectives shall be compensated at a rate of six (6) hours pay at time and one-half (1-1/2).

C. Detectives, if called in on weekends shall be guaranteed the entirety of the stand-by pay (B) and, in addition, any hours actually worked at time and one-half (1½).

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

E. All police officers shall be guaranteed a minimum of two (2) hours at a rate of time and one-half (1½) for actual court appearances on their time off, even if this minimum two (2) hour court time overlaps with the start of their shift.

F. In the event an employee 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 (1½).

ARTICLE 14

TUITION BENEFITS

A. An employee pursuing an Associate Degree, Bachelor's Degree or a Masters Degree in a police related or public administration field shall be reimbursed not in excess of the current in state per credit cost at Rutgers University, New Brunswick campus upon successful completion of the course.

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

C. A prerequisite for reimbursement of other courses of study is that the Township Manager approves it before the employee shall be eligible for same.

D. Upon submission of documentation, the Officer shall be reimbursed up to \$100.00 for the purchase of required textbooks.

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

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

F. Effective January 1, 2013, employees hired prior to January 1, 2012 must annually elect to receive the tuition reimbursement as identified in paragraph A or receive the degree stipend as identified in paragraph E. The employee's election must be made by December 1 of the prior year. The degree stipend is eliminated for employees hired

on or after January 1, 2012; and therefore, those employees shall only be offered the tuition reimbursement.

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ARTICLE 15

CONDUCTING ASSOCIATION BUSINESS

A. The Township shall grant time off without loss of pay to the Legislative State Delegate of the New Jersey PBA, or his/her designee, to conduct PBA business on the state or local level and to attend monthly state and/or county conferences or scheduled tri-county conference meetings which require their attendance.

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

C. The P.B.A. President or designee shall be granted ten (10) paid days off per year providing the time coincides with their regularly scheduled workdays, for Association business. It is further understood that these leave days are not cumulative on a year-to-year basis. The Union shall request these days at least seven (7) days in advance, unless emergent need exists.





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 PBA or between the Township and an employee concerning rates of pay, wages, hours or employment, or concerning the interpretation and application of this Agreement and conditions of employment.

B. Purpose:

The purpose of the procedure is to secure, at the lowest possible administration level, equitable solutions to the problems that 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 PBA, the PBA 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 from reasonably knowing of the event.

a. Level One: The employee and the chairman of the PBA

Grievance Committee or the employee individually shall meet with the Division Commander. In the event 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 PBA President or designee and the PBA 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 PBA President or designee and the PBA 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 the 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 ninety (90) days from the Township Manager 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 procedure 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 PBA 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 PBA Grievance Committee, a grievance affects a group of employees, the Committee may submit such grievance in writing to the Township Manager directly and the processing of such grievance 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 PBA Grievance Committee.

c. Forms for filing grievances and notices of hearings shall be prepared jointly by PBA 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.

MR

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.

*MR*

**ARTICLE 18**  
**MEDICAL BENEFITS**

A. The Township agrees to provide the following benefits to each member of the PBA 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**

<b>MEDICAL</b>	PPO Plan 1 or 2
<b>DENTAL</b>	Dental Option Plan Dental Choice (DMO) Cigna Dental (DMO)
<b>OPTICAL:</b>	\$150 reimbursement per employee family per annum
<b>DISABILITY:</b>	The Standard
<b>PRESCRIPTION</b>	Non-formulary, \$0 co-pay for generic, \$4 co-pay for brand name.
<b>DISABILITY:</b>	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 or 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.

Employees retiring with twenty-five (25) 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.

Effective upon the execution of this contract, retiree benefits as provided for in Section 2 above will be extended to police officers who receive an accidental disability retirement from the Police and Fire Retirement System on or after January 1, 2010. There will be no retroactive payment made for any benefits.



Section 4.

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.

Section 5 - 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. Members of the PBA shall receive compensation for the following days designated by the Township:

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 member's base pay (Article 4, 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 that 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 days designated by the Township Council; and

2. When physically working a holiday, an officer shall be paid at the rate of one and one-half (1½) times his/her regular rate of pay in addition to his/her regular two weeks salary.

3. Any officer 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 (2½) 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 PBA 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 spouse, child, or parent.

B. In the event of the death of a member's parent-in-law, grandparent, sister, or brother, the member 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 Officers normal workday schedule within their respective division assignment.

ARTICLE 21  
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 PBA will designate two (2) members of the PBA to attend the officer's funeral. One representative will be chosen by the Chief of Police and one by the PBA Local 154 President.

*MR*

ARTICLE 22  
EXPENSES

The Township shall reimburse members of the PBA for meals and mileage expenses incurred on official duty by monthly voucher at a rate equal to the prevailing I.R.S. allowable deduction for mileage and Ten dollars (\$10.00) for meals.

*MR*

ARTICLE 23  
**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 a 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, 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 24  
MISCELLANEOUS

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

*MR*

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 members of the Franklin Township Police Department, except as may be limited by the provisions 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, 2010 through the period ending December 31, 2013, and shall continue until such time as the parties reach a new agreement.

B. The PBA shall, at least sixty (60) days prior to the expiration of this Agreement, which shall be **November 1, 2013** 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 PBA with a copy of the Collective Bargaining Agreement at no expense to the PBA.

ARTICLE 27  
SIGNATURE PAGE

IN WITNESS WHEREOF, the Township and the PBA 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 D Levine 07/27/2012  
Brian Levine, Mayor Date

ATTEST: Virginia M. Woodbury 07/27/12  
Ann McCarthy, Clerk DEPUTY Date  
VIRGINIA M. WOODBURY

ATTEST: Darin J Russo 7-27-12  
DARRIN J. RUSSO Date

POLICEMEN'S BENEVOLENT ASSOCIATION OF FRANKLIN TOWNSHIP LOCAL NO. 154

By: Mark Rossmont 7/27/12  
MARK ROSSMONT, P.B.A. President Date

By: Patrick Colligan 7/27/12  
PATRICK COLLIGAN, P.B.A. Delegate Date

ATTEST: Darin J Russo 7-27-12  
DARRIN J. RUSSO Date