

AGREEMENT

BETWEEN

BOROUGH OF FRANKLIN LAKES

AND

AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL
EMPLOYEES, AFL-CIO LOCAL 2274B

JANUARY 1, 2023 THROUGH DECEMBER 31, 2025

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PREAMBLE

THIS AGREEMENT, entered into this ____ day of February, 2023, by and between the BOROUGH OF FRANKLIN LAKES in the County of Bergen, a Municipal Corporation of the State of New Jersey (hereafter referred to as the “Borough” or “Employer”), and the AMERICAN FEDERATION OF STATE, COUNTY, MUNICIPAL EMPLOYEES, AFL-CIO LOCAL 2274B, which shall include AFSCME COUNCIL #63 (hereafter referred to as “AFSCME”) represents the complete and final understanding on all bargainable issues between the Borough and AFSCME.

**ARTICLE I
RECOGNITION**

A. The Borough recognizes AFSCME as the exclusive collective bargaining representative for the purposes of collective negotiation and all other applicable labor relations matters with respect to the terms and conditions of employment for all non-supervisory employees specifically enumerated by job title in Appendix “A”.

B. Whenever the term “Employee or Employees” is used herein it shall be construed to mean those employees covered by this Agreement. All references to employees in this Agreement shall include both sexes, and wherever the pronouns associated with the male gender are used, they shall be construed to include male and female employees.

C. Any new job classification that falls within the range of work presently performed by employees in the bargaining unit shall automatically be added to the unit and be reflected in the salary schedules attached hereto.

**ARTICLE II
MANAGEMENT RIGHTS**

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of or foregoing the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make reasonable rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized, except as such rules and regulations contradict the collective bargaining agreement.

4. To hire all employees, whether permanent, temporary or seasonal; and to promote, transfer, assign or retain employees in positions within the Borough.

5. To set rates of pay for temporary, seasonal employees.

6. To suspend, demote, discharge or take any other appropriate action against any employee for good and just cause according to law.

7. Nothing contained herein shall prohibit the Borough from contracting out any work.

8. To lay off employees by seniority and/or ability to do the work in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, codes of conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

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

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Borough or any of its authorized managerial executives or supervisory personnel.

E. Personnel Policies and Procedures Manual. Policies of the Borough set forth in the Personnel Policies and Procedures Manual, as it may be amended from time to time by the governing body, to the extent not contradicted or modified by the terms of this Collective Bargaining Agreement, shall be applicable to AFSCME members.

**ARTICLE III
AFSCME BUSINESS**

A. No AFSCME member or officer or job steward shall conduct any AFSCME business on Borough time except as specified in this Agreement.

B. No AFSCME meetings shall be held on Borough time unless specifically authorized by the Borough.

C. A representative designated by AFSCME shall be permitted to discuss AFSCME business after authorization is given by the Borough, which authorization shall not be unreasonably withheld, provided that discussion will not interfere with the conduct of the Borough business, or with the duties of any of its employees.

D. Upon request, shop stewards shall be granted a reasonable amount of time to process grievances provided there is no interference with the conduct of Borough business or with the duties of any of its employees.

**ARTICLE IV
EQUAL EMPLOYMENT OPPORTUNITY**

The Borough is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act, as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination (LAD) and all other applicable state or federal laws. Under no circumstances will the Borough discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces, gender identity or expression, and/or any other characteristic protected by state or federal law.

Accordingly, decisions regarding hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their department head, the Borough Administrator, or any other supervisor with whom they feel comfortable, using the complaint procedure set forth in the Policy Against Harassment set forth in the Personnel Policies and Procedures Manual.

Any employees with questions or concerns about any type of discrimination or harassment in the workplace are encouraged to bring these issues to the attention of management through the complaint procedure set forth in the Policy Against Harassment set forth in the Personnel Policies and Procedures Manual.

ARTICLE V MAINTENANCE OR WORK OPERATIONS

AFSCME hereby covenants and agrees that during the term of this Agreement, neither AFSCME nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) , work stoppage, slow-down, walk-out or other illegal job action against the Borough. AFSCME agrees that such action would constitute a material breach of this Agreement.

A. AFSCME agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Borough and that AFSCME will publicly disavow each action and order all such members who participate in

such activities to cease and desist from same immediately and to return to work, and to take such other steps as may be necessary under the circumstances to bring about compliance with AFSCME order.

B. Nothing contained in this Agreement shall be construed to limit or restrict the Borough in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of AFSCME or its members.

ARTICLE VI OVERTIME

A. Overtime at the rate of time and one half shall be paid for all work performed in excess of forty (40) hours per week, except that members shall be paid at double time rate for work on Sundays and holidays. Work on Sundays and holidays shall be paid at double time rate, regardless of whether the employee has worked in excess of 40 hours per week. The regular work week for Department of Public Works employees is 37.5 hours and the regular work week for Borough Hall employees is 35 hours..

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted on the time report and certified by the Department Head.

C. Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of hours employees will be required to work overtime and during nonscheduled periods when the necessities of the Borough demand such work. In administering the requirement to work overtime, the Borough will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the employee's obligation to work overtime when assigned.

D. It is recognized that the needs of the Borough may require overtime work beyond the employee's standard daily or weekly schedule and that the jobs involved must be adequately staffed by qualified employees working on an overtime basis.

E. The amount of overtime and the schedule for working such overtime shall be established by the Borough and employees shall work such overtime as scheduled unless excused by the Borough. Failure to report for overtime when assigned shall subject the employee to immediate disciplinary action.

**ARTICLE VII
VACATIONS**

Full-time employees of the Borough of Franklin Lakes shall be entitled to vacation time as follows:

During the first year of employment, but only after the commencement of six month employment	6
Commencing the second year through sixth year	12
Commencing with the seventh year through the thirteenth year	17
Commencing the fourteenth year through the eighteenth year	21
Commencing with the nineteenth year through the twentieth year	22
Commencing with the twenty-first year	23
Commencing with the twenty-second year	24
Commencing with the twenty-third year	25
Commencing with the twenty-fourth year	26

**ARTICLE VIII
SICK LEAVE**

A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to a contagious disease requiring isolation or a member of employee's immediate family who requires the care of the employee.

B. Regular full-time employees shall be allowed one day of paid sick leave per full calendar month of each calendar year of employment. Employees other than regular full-time

employees, including but not limited to regular or temporary part-time, hourly, or seasonal employees shall not be entitled to paid sick leave.

C. Sick leave days may not accumulate.

D. An employee who has been absent on sick leave for three (3) or more consecutive work days will be required to submit acceptable medical evidence substantiating the illness. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

E. In all cases of reported illness or disability suffered by an employee, the Borough reserves the right to send a medical physician to examine the report on the condition of the patient to the Department Head.

F. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a medical physician retained by the Borough (hereinafter referred to as "Borough medical physician." When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

G. No employee shall be allowed to work and endanger the health and well-being of other employees. If the employee's condition warrants, the employee may be directed to take sick leave. The supervisor may direct the employee to the Borough medical physician for an opinion as to the eligibility of the employee to be absent from work.

H. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out the orders of the attending physician.

2. When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

3. When an employee does not report to the Borough medical physician.

4. When the supervisor is unable to contact the employee unless emergent conditions exists.

I. The recommendation of the Borough medical physician, as well as that of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right, in such cases where there is a difference of professional opinion between the Borough medical physician and the personal physician, to require the employee to submit to an examination by a third doctor.

J. In charging an employee with sick leave, the smallest unit to be considered is one-half of a working day.

K. Sick leave may also be used for pre-planned medical (including physical therapy) and dental appointments provided that the employee submits a request as soon as is practical with the expectation that the employee shall provide at least one week's notice if possible. Request shall not be unreasonably denied. All request shall be consistent with medical confidentiality. Upon request, the employee shall provide verification from the employee's medical or dental provider of the date and time of the appointment. If a request is initially denied and the employee provides verification of the medical necessity of the specific date and time of the appointment, the employee's request to utilize sick time for that date shall not be denied.

L. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

M. For employees hired before May 21, 2010, if the employee does not utilize all 12 sick days as allotted per calendar year, then the employee shall be entitled to either one-half day off or its equivalent in wage compensation at the employee's normal hourly rate for every one sick day not used in said calendar year. Except for sick leave banked as described hereinbelow, all unused sick time days or wage compensation accumulated by the employee because of unused sick days shall be taken during the next calendar year, and may not be accumulated thereafter. For employees hired on or after May 21, 2010, if the employee does not utilize all 12 sick days as allotted per calendar year, then, for each unused sick day, the employee shall be entitled to either one-half day off to be taken in the next calendar year or the employee may accumulate unused sick leave that shall be payable only at the time of retirement, provided the employee is employed by the Borough at the time of retirement. For each unused sick leave day in the calendar year, the employee shall receive one-half of an unused sick leave day for purposes of payout at retirement. The accumulated sick leave benefit shall be paid upon retirement, subject to the statutory \$15,000 limit. Employees that resign or are terminated for any reason other than retirement shall not be entitled to payment for accumulated unused sick leave.

N. In addition to sick leave as permitted hereinabove, employees shall be permitted to bank unused sick leave for use in the event of a serious illness or accident. A serious illness shall be defined as an employee's illness not consistent with ordinary illness (e.g., cancer, heart attack, stroke, major surgery), and requiring absence from employment in excess of the number of remaining sick leave days permitted for the employee as of the date of the accident. A serious

accident shall be defined as an employee's accident requiring extensive hospitalization or at home care and disabling an individual from performing his or her work duties for more than the number of remaining sick leave days permitted for the employee as of the date of the accident. Employees shall be entitled to bank a maximum of 90 unused sick days, commencing with unused sick days from the year 2006, to be utilized for serious illness or accidents as follows:

1. If any employee does not utilize all of their sick days in the calendar year, then the employee shall bank one-half (1/2) day for every one sick day not used in said calendar year, up to a maximum of 90 unused sick days.

2. An employee may only utilize the sick day bank in the event of a serious illness or accident and only after all sick days for the year have been utilized. To request the use of sick leave bank, the employee must submit a written request to the Borough Administrator, accompanied by a physician's statement, which indicates the nature of the illness, disability or incapacity, and the anticipated period of absence from work. The Borough Administrator shall promptly notify the employee of his or her decision on the request.

3. Upon retirement, any sick leave days remaining in the bank will not be paid out.

4. Employees shall not be required to use vacation time prior to using the days in the bank.

O. Each employee shall be provided with an initial sick leave bank of 30 days. In addition, employees with more than ten years of employment with the Borough as of January 1, 2006 shall be provided additional initial sick leave bank days calculated as follows: one sick day for every year's employment with the Borough in excess of ten years. For example, if an employee

is employed with the Borough for 18 years as of January 1, 2006, then the employee shall have an initial sick leave bank of eight days.

P. Sick leave may be used by an employee for personal illness, illness in his immediate family which requires his/her attendance upon the ill member, quarantine restrictions, or disabling injuries.

ARTICLE IX INSURANCE

A. Beginning on January 1, 2016, the highest cost plan offered to employees shall be the BMED Aetna 20/35 Plan.

B. The Borough has the right to change insurance carriers or institute a self-insurance program as long as the same or substantially similar benefits are provided. The Borough shall provide at least 45 days notice to AFSCME employees of the Borough's intent to change insurance carriers or institute a self-insurance program.

C. The contribution towards medical, prescription and dental insurance by employees shall be at the fully phased in rate ("fourth year") as described in P.L. 2011, Ch. 78.

D. Upon retirement, employees shall be permitted to purchase health benefits through the Borough, at the sole cost of the employee.

ARTICLE X PERSONAL BUSINESS DAYS

A. Employees covered under this Agreement shall be allowed one (1) personal leave day annually, with the approval of the Department Head.

B. A personal day application shall, except in cases of emergency, be made at least three (3) work days prior to the personal day to be taken.

C. Temporary employees and part-time employees are not eligible for this benefit.

D. Such leave shall not accumulate from year to year.

**ARTICLE XI
HOLIDAYS**

A. All employees shall receive credit for a day off for the following thirteen holidays.

Employees who work any of these holidays shall receive double time pay for the number of hours worked.

New Year's Day	Martin Luther King, Jr. Day	President's Day
Good Friday	Memorial Day	Independence Day
Labor Day	Columbus Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving	Christmas
Floating Holiday (to be determined)		

B. If a holiday falls on a Sunday, it is ordinarily observed on the following Monday.

If the holiday falls on Saturday, it is ordinarily observed on the previous Friday.

C. Any employee who is on a leave of absence (i.e., injury leave or Workers' Compensation) shall not be eligible for paid holidays which fall during the employee's leave of absence.

**ARTICLE XII
JURY LEAVE**

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Borough the difference between the daily rate of base pay (up to a maximum of eight hours) and the daily jury fee subject to the following conditions:

1. The employee must notify his Department Head person immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.

3. The employee is attending jury duty during vacation and/or other time off from Borough employment.

4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

ARTICLE XIII LEAVE OF ABSENCE

A. Any employee may request a leave of absence without pay, not to exceed thirty continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward the request to the Borough Council. The Council will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for an extension of time shall be at the discretion of the Council. Such leave of absence shall not be deemed to be a part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence. Holidays occurring at the beginning or at the end of an excused leave of absence are part of the absence if the employee is not available for work.

B. If leave is granted, an employee will be entitled to his old position provided he is capable of performing the work.

C. While on such leave, an employee shall not accumulate additional seniority but will not forfeit existing seniority.

D. Members of the bargaining unit shall be entitled to the provisions of either the Federal Family Medical and Leave Act (FMLA) or the Family Leave Act (FLA).

**ARTICLE XIV
WORK INCURRED INJURY**

A. Employees who are injured, whether slightly or severely, while working must make an immediate report within eight hours thereof to their Department Head or supervisor, absent extenuating circumstances. If no supervisor is available, the employee shall contact the Police Department.

B. An employee while on injury leave may not be engaged in any outside employment. Such conduct shall lead to disciplinary action.

C. Where an employee suffers a work connected injury or disability, the Borough shall continue such employee with full pay during the continuance of such employee's inability to work for a period of up to a maximum of one year. During this period of time, all temporary weekly disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

D. The employee may be reasonably required, from time to time, to present evidence by a certificate of a physician that he is unable to work.

**ARTICLE XV
MILITARY LEAVE**

The Borough agrees to provide all employees with military leave in accordance with federal and state statutes.

**ARTICLE XVI
DEATH IN THE IMMEDIATE FAMILY**

A. All employees may take up to five days' leave with pay in the event of the death of an immediate family member. This includes: parent, in-law, child, sister, brother, grandparent, spouse/partner, or any person living in the Employee's household considered to be a family member.

B. In the case of death of an uncle, aunt, niece, nephew, or cousin, Employees can

take one days' leave with pay.

C. Employees should notify the Department Head, in writing if possible, about Bereavement Leave.

D. Employees are free to take additional time in the form of compensatory time or vacation days.

ARTICLE XVII SENIORITY

A. Newly hired employees shall be considered probationary employees for a period of six months from date of hire. During the probationary period, employees may be terminated at any time without any recourse whatsoever. Any continuous service as a full-time temporary employee shall be credited as probationary status when an employee is transferred to a permanent position.

B. Upon completion of the probationary period, the employee's seniority shall be effective as of the original date of employment.

C. Seniority is defined for purposes of this Agreement as the length of continuous service with the Borough from date of last hire.

D. Seniority will be utilized in determining layoffs and recalls provided in the sole opinion of the employer, the employee has the ability to perform the remaining work.

ARTICLE XVIII GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the term and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a

grievance to discuss the matter informally with an appropriate member of the Department.

C. With regard to employees, the term “grievance” as used herein means an appeal by an individual employee or group of employees from the interpretation, application or violation of the terms and conditions of this Agreement only. With regard to the Borough, the term “grievance” as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement only.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or AFSCME shall institute action under the provisions hereof within five calendar days after the event giving rise to the grievance has occurred. An earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five calendar days of the initial discussion with the immediate supervisor, the employee or AFSCME may present the grievance in writing within five calendar days thereafter to the immediate supervisor or designee. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this Agreement violated, and the remedy requested by the grievant. The immediate supervisor or designee will answer the grievance in writing within five calendar days of receipt of the written grievance.

Step Three: If the aggrieved wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Borough Administrator within five

calendar days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator shall respond in writing within thirty days of the submission. Such decision shall be final and binding on the parties.

E. Upon prior notice and with the authorization of the Department Head, one designated AFSCME representative shall be permitted as a member of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Franklin Lakes or require the recall of off-duty employees.

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

G. Following the determination of a grievance by the Borough Administrator, AFSCME members shall be entitled to, upon request, a meeting with the Administration Council Committee of the Mayor and Council and the Borough Administrator to express their opinion of the Borough Administrator's determination.

**ARTICLE XIX
WAGES**

A. The Salary schedule for the term of this Agreement is annexed hereto as Schedule A.

B. On-call time – One member of the Department of Public Works per week shall be on-call for the week and shall be compensated at the same rate as one day’s pay. If the member is unable to be on-call for that week, he/she shall be permitted to find replacement coverage for the week he/she is assigned and having received approval by the Superintendent.

C. Minimum call in time. For members of the Department of Public Works, the minimum call in time shall be two hours.

D. Stipend for pesticide license. One member of the Department of Public Works, appointed by the Mayor and Council, shall receive an annual stipend of \$1,000 for maintaining a pesticide license.

E. Snow closings. In the event Borough Hall is closed because of a snowstorm or for any other reason, members of the Department of Public Works shall not be entitled to additional compensation or leave time.

**ARTICLE XX
LONGEVITY**

A. In addition to salary, employees hired prior to January 1, 2000 shall be paid 10% longevity.

B. In no event shall any longevity pay be paid for less than a full year of employment or appointment. A “full year” is the twelve-month period between anniversary dates of employment or appointment. Said payment shall become effective as of the first pay period following the anniversary date of the respective employment or appointment. Continuous years of

service shall be calculated.

**ARTICLE XXI
SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXII
DEDUCTIONS FROM SALARY**

A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues from AFSCME. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.

B. A check-off shall commence for each employee who signs a properly dated authorization card, supplied by AFSCME and verified by the Borough Treasurer during the month following the filing of such card with the Borough.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, AFSCME shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of AFSCME and signed by the President of AFSCME advising of such changed deduction.

D. AFSCME will provide the necessary "check-off authorization" form and AFSCME

will secure the signatures of its members on the forms and deliver the signed forms to the Borough Administrator.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Borough Administrator. The filing of notice withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. AFSCME shall indemnify, defend and save the Borough 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 Borough in reliance upon salary deduction authorization cards as furnished by AFSCME to the Borough, or in reliance upon the official notification on the letterhead of AFSCME and signed by the president of AFSCME advising of such changed deduction.

ARTICLE XXIII FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. Any past practice which took place under a prior Agreement which is not expressly set forth in this Agreement shall not be considered when determining the rights of the parties hereto.

**ARTICLE XXIV
DURATION**

This Agreement shall be in full force and effect from January 1, 2023 and shall remain in effect to and including December 31, 2025 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty and no later than one hundred twenty days prior to the expiration of this Agreement.

**ARTICLE XXV
BOOT ALLOWANCE**

Each member that is a member of the Department of Public Works shall be entitled to reimbursement for the purchase of boots used at work, up to \$300 per year, upon presentation of a receipt.

**ARTICLE XXVI
LAY-OFFS**

In the event the Borough plans to lay off employees for any reason, the Borough shall comply with applicable law.

**ARTICLE XXVII
BREAKS**

The Borough's Breaks policy, which is in the Personnel Policies and Procedures Manual, is incorporated by reference herein.

**ARTICLE XXVIII
TRAINING AND EDUCATIONAL STIPENDS**

The Borough's Professional Development and Educational Assistance and Training policies, which are in the Personnel Policies and Procedures Manual, are incorporated by reference

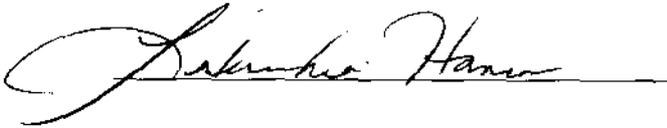
AMERICAN FEDERATION OF MUNICIPAL,
COUNTY, MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL 2274B

ATTEST:



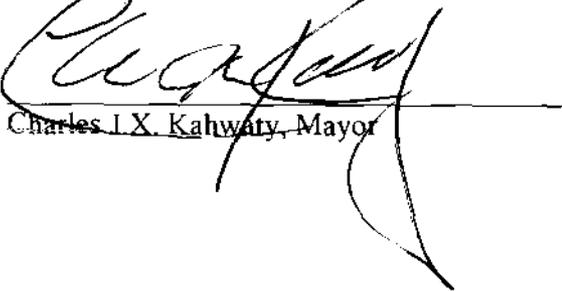
AMERICAN FEDERATION OF MUNICIPAL,
COUNTY, MUNICIPAL EMPLOYEES,
AFL-CIO, COUNCIL 63

ATTEST:



BOROUGH OF FRANKLIN LAKES

ATTEST:



Charles L.X. Kahwaty, Mayor



Gail M. Rulli, Borough Clerk

Exhibit A - Amended			
AFSCME Salary Schedules			
	2023	2024	2025
<u>Police Dispatcher:</u>			
Starting	35,494	36,559	37,656
Grade 2	39,377	40,558	41,775
Grade 3	43,259	44,556	45,893
Grade 4	47,141	48,555	50,012
Grade 5	51,023	52,554	54,130
Grade 6	54,905	56,552	58,249
Grade 7	58,787	60,551	62,368
Grade 8	62,670	64,550	66,486
Grade 9	66,552	68,548	70,605
<u>DPW:</u>			
Foreman - \$5,000 more than Maintenance Person with same # of years' experience			
Mechanic	84,639	88,024	90,665
Maintenance Person:			
Starting	41,040	42,272	43,540
Grade 2	46,137	47,521	48,947
Grade 3	51,234	52,771	54,354
Grade 4	56,331	58,021	59,761
Grade 5	61,427	63,270	65,168
Grade 6	66,524	68,520	70,575
Grade 7	71,621	73,769	75,983
Grade 8	76,718	79,019	81,390
Grade 9	83,403	86,739	89,341
<u>Misc - Salaried:</u>			
Municipal Finance Associate	53,361	55,495	57,160
Planning & Zoning Board Secretary	57,343	59,637	61,426
Technical Assistant	59,324	61,697	63,548
Admin Assistant Construction Office	53,694	55,842	57,517
Fire Subcode Official	14,000	14,560	14,997
Fire Official	30,000	31,200	32,136
Plumbing Subcode Official	29,218	30,387	31,298
Deputy Court Administrator	48,622	50,566	52,083
Violations Clerk	48,622	50,566	52,083
Sports Director	65,100	67,704	69,735
Board of Health Secretary/Registrar	60,042	62,444	64,317
Admin Assistant to DPW	51,671	53,738	55,350
<u>Misc - Hourly:</u>			
Assistant to Borough Administrator	23.38	24.31	25.04
Dispatcher - Per Diem	18.44	19.18	19.76
Assistant to Tax Assessor	24.57	25.55	26.32
Admin Assistant Rec Department	24.10	25.06	25.81
Construction Assistant	18.91	19.67	20.26
Finance Assistant	18.91	19.67	20.26
Electrical Subcode Official	52.50	54.60	56.24
Plumbing Inspector	47.25	49.14	50.61
Electrical Inspector	47.25	49.14	50.61
DPW Maintenance - Part-time	22.51	23.41	24.12
DPW Assistant	22.45	23.35	24.05
Fire Prev/Tree/Const Assistant	21.53	22.39	23.06