



**ORIGINAL**

**AGREEMENT**

**BETWEEN**

**THE TOWNSHIP OF FRANKLIN GLOUCESTER COUNTY, NEW JERSEY**

**AND**

**FRANKLIN TOWNSHIP SUPERIOR OFFICERS ASSOCIATION**

**OF PBA LOCAL 122**

**JANUARY 1, 2020 THROUGH DECEMBER 31, 2023**

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## PREAMBLE

This agreement, effective the 1<sup>st</sup> day of January 2020 between the **TOWNSHIP OF FRANKLIN** (hereinafter referred to as the "Township" or "Employer") and the Franklin Township Superior Officers Association of **NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, LOCAL NO. 122** (hereinafter referred to as the "PBA") represent the complete and final understanding on all bargain able issues between the employer and the PBA. Specifically, this contract serves as the exclusive agreement between any member of this unit and the Township and shall prevent members from individually bargaining with the Township.



**ARTICLE I**  
**RECOGNITION**

The Employer recognizes the PBA for the purposes of collective negotiations as the exclusive representatives of the Captains, Lieutenants, and Sergeants in the Police Department of the Township of Franklin, Gloucester County, excluding all other employees.

**ARTICLE II**  
**MANAGEMENT PREROGATIVES**

- A. The Township 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.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgement 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 law of New Jersey and of the United States, and ordinances of Franklin Township.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under N.J.S.A. 40, 40A, 11, 11A or any other national, state, county or local laws or ordinances.

**ARTICLE III**  
**RIGHTS**

The powers and duties of the Department and its members involve them in contacts with the public. Out of which may come questions concerning the actions of members of the force. These questions may require investigation. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following guidelines will apply:

1. The interview of a member of the force shall be at a reasonable hour, preferably when the member of the force is on duty.
2. The member shall be informed of the nature of the investigation before any interview commences. Information to reasonably apprise the member of the allegations should be provided. If it is known that the member of the force is being interviewed as a witness only/ he/she should be so informed at the initial contact.
3. The questioning shall be reasonable in length. Time shall be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.
4. The interview of a police officer may be recorded provided he/she is so notified.
5. The member of the force shall not be threatened with disciplinary punishment or promised reward as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officer from informing the member of the possible consequences of his/her acts.
6. If a member of the force is under arrest or is likely to be: that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the current decision of the United States Supreme Court.
7. A member of the force, if he/she so requests, shall be permitted to consult with counsel or PBA representative prior to any questioning regarding a violation of the Rules and Regulation of the Department.

#### **ARTICLE IV**

##### **AGENCY CLAUSE**

#### **A. DEMAND AND RETURN SYSTEM FOR REPRESENTATION FEE IN LIEU OF DUES**

The PBA agrees to establish and will maintain a "demand and return" system whereby non-member employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share" if any, off this fee, subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.5.

The demand and return system shall also provide that non-member employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings, placing the burden of proof on the PBA. Such proceedings shall provide for an appeal by either the PBA or the non-member employee to the State Board as established by N.J.S.A. 34:13A-5-6.

**1. NOTICE TO AFFECTED NON-MEMBER EMPLOYEES**

1. At least fourteen (14) days prior to the implementation of the payroll deduction for the representation fee in lieu of dues, the PBA shall, by regular mail, serve on all affected non-member employees a written notice stating:
  - a. The purpose of the payroll deduction;
  - b. The legal basis upon which the deduction is being made;
  - c. The date on which the deduction will commence;
  - d. The responsibilities and obligations of the PBA has towards then non-member employees;
  - e. The non-member employees' rights under this Demand and Return System.
- 1.2 Such notice shall be served, by regular mail, on all newly hired employees within ten (10) days after the employee begins his or her employment.
- 1.3 Such notice shall be reserved on all affected non-member employees each time a successor collective bargaining agreement is finalized which continues in effect the payroll deduction of the representation fee in lieu of dues. Said notice shall be reserved, by regular mail, no later than ten (10) days after the signing of such a successor collective bargaining agreement. If such an agreement is the result of an interest arbitration award, then the notice shall be reserved, by

regular mail, no later than ten (10) days after the issuance of the arbitrator's opinion award.

- 1.4 Any employee who is transferred into the collective bargaining unit represented by the PBA and who was not a member of the unit at the time a notice was served or reserved in accordance with Subsections 1.1, 1.2, or 1.3 shall be served such a notice, by regular mail, within (5) days after the employee begins his or her employment in the unit.

## **2. OBJECTION TO EXPENDITURES**

Any non-member employee in the collective bargaining unit who has deducted from his paycheck a representation fee in lieu of dues for services rendered by the PBA shall have the right to object to the expenditures of a portion of the deducted representation fee. The non-member employee has the right to demand and receive a return of any portion of the representation fee deducted which represents the non-member employee's pro-rata share of the expenditures of the PBA that are either in aid of political activities or cause of a partisan political or ideological nature only incidentally related to terms and conditions of employment or are applied to the cost of any benefits available only to members of the PBA.

## **3. NOTICE OF DEMAND FOR REFUND**

A non-member employee must submit to the PBA headquarters a signed and dated writing, served by registered or certified mail, stating an objection concerning the representation fee and a demand for a refund, Such objection must be postmarked no later than thirty (30) days after the non-member employee is required to tender such representation fee for the first time, or no later than thirty (30) days after the non-member employee knew or reasonably should have known of his or her right to demand a refund, whichever is later.



#### **4. CONTENT OF DEMAND**

The written demand for a refund shall include:

- a. The name, address, and employment position of the non-member,
- b. A statement by the non-member that he or she is not a member of the PBA; and
- c. Whether the demand for a refund is based on PBA expenditures for political activities and/or member only benefits.

If the written communication does not contain the above information, it shall be returned to the non-member with appropriate instructions for resubmission. For purposes of timeliness, the date of the initial communications shall be determinative.

#### **4.1 WAIVER**

Any filing of an objection to the representation fee which does not comply with the procedures stated herein shall be deemed to be out of time and shall constitute a waiver of the right to file such objection for the current calendar year for which such objection could have been filed. In any event, an objection will only be valid for the current calendar year for which the objection is made.

#### **5. ACKNOWLEDGEMENT OF DEMAND FOR REFUND**

Within fourteen (14) days after receipt of the non-member employee's notice of objection and demand for a refund, the PBA shall send to the non-member employee a written communication stating:

- a. That the demand for a refund has been received;
- b. What procedures shall be followed in processing the objection and demand;
- c. The date, location and time for the scheduling of an informal conference;
- d. A statement that if it is ultimately determined that a portion of the representation fee was expended for political activities or member only benefits,

that portion so expended shall be refunded to the objecting non-member employee on a pro-rata basis;

- e. A statement that the refund, if any, to which the non-member employee is entitled will be mailed to him/her no later than sixty (60) days after the end of the calendar year in which the objection was raised, or no later than sixty (60) days after a final decision by the State Board, whichever is later;
- f. A statement that, pending disposition of the non-member employee's demand for a refund, all his/her representation fee payroll deductions shall be maintained in an escrow account.

#### **6. ESTABLISHMENT OF ESCROW ACCOUNT**

Subsequent to the receipt of the written demand for a refund, all representation fees deducted from the objecting non-member employee's paychecks shall be deposited in an escrow account pending final disposition of the refund demand. Such escrow account shall be established in and administered by a banking institution doing business in the State of New Jersey. Said banking institution shall agree in writing to insure that the PBA does not have access to this escrow account pending final disposition of the refund demand. Such escrow account shall be an interest bearing account and, should any portion of the account's assets be refunded to the non-member employee, said refund shall include a pro-rata share of the interest earned by the account during the pendency of the refund demand.

#### **7. INFORMAL CONFERENCE**

Within thirty (30) days of receipt of an objection filed by a non-member employee, a representative designated by the PBA will conduct the informal conference. The purpose of this conference is to discuss and explain to the non-member employee the computation of the representation fee and attempt to informally resolve the objections raised on an amicable basis.

## **8. REQUEST FOR FORMAL HEARING**

If the non-member employee is not satisfied at the conclusion of the informal conference, the non-member employee must notify the PBA, at its headquarters, within fourteen (14) days by a signed and dated writing served by registered or certified mail. The purpose of this notice is to advise the PBA of the non-member's desire to proceed to a formal hearing and the reasons for such request.

### **8.1 WAIVER OF FORMAL HEARING**

Failure to comply with the notice requirement within the time specified in Subsection Eight (8) will be deemed to be a waiver of any further objections to the representation for the current membership year.

### **8.2 NOTICE OF HEARING**

Upon receipt of the non-member employee's request to proceed to the second step of the demand and return system, the PBA, within (14) days, shall notify the non-member employee, by registered or certified mail, of the scheduled hearing date. Except where both parties mutually agree to a later date, said hearing shall be scheduled no later than thirty (30) days after the receipt of the non-member employee's request to proceed.

### **8.3 COMPOSITION OF HEARING BOARD**

The "Hearing Board" shall be composed of a three member panel as provided herein. The "Hearing Board" shall have the right to choose its own independent counsel, the cost of which shall be borne by the PBA.

The "Hearing Board" means a three member panel composed of a PBA official, a dues paying member of the PBA who is not an official, and one other person who is

chosen at the discretion of the PBA, provided he or she is not a member of the PBA 122 and is not an employee included in the collective bargaining unit represented by PBA 122. This panel shall be appointed by a majority vote of the Executive Committee of the PBA and shall serve a term of one calendar year. The panel by majority vote shall appoint a chairman who will preside at all board hearings and deliberations conducted in accordance with this article.

#### **8.4 RIGHTS OF PARTIES**

- a. Both the PBA and the objecting non-member employee shall have the right to their own counsel, the cost of such counsel to be borne by the respective parties.
- b. No less than fourteen (14) days prior to the initial hearing date both the PBA and the non-member employee shall notify each other, and the Hearing Board, in writing, as to whether or not they will be represented by counsel at the hearing, and if so, the identify of such counsel.
- c. Both the PBA and the non-member employee shall have the right to present both documentary and testimonial evidence. Both parties shall have the right to examine and cross-examine witnesses, to present oral argument and to file post hearing briefs.

#### **8.5 BURDEN OF PROOF**

The PBA shall have the burden of proving that the portion of the representation fee demanded to be returned was not used for political activities or member only benefits, and therefore, that the non-member employee is not certified to a return of that portion of the representation fee.

#### **9. CONDUCT OF THE HEARING**

The Hearing Board shall have the authority to:

- a. Consolidate two or more objections into a single proceeding;
- b. Administer oaths and affirmations;



- c. Limit lines of questioning or testimony which are repetitive, cumulative or irrelevant; or
- d. Generally regulate the course of the hearing and if appropriate or necessary, exclude persons or counsel from the hearing for contemptuous conduct and strike all related testimony of witnesses refusing to answer any proper questions.

#### **10. HEARING BOARD DECISIONS**

- a. After due deliberations, the Hearing Board shall render its decision no later than thirty (30) days after the close of the hearing.
- b. The decision shall be in writing and shall include findings of fact and conclusions of law.
- c. All parties to the hearing and the State Board shall be sent a copy of the decision by regular mail.

#### **11. APPEAL OF HEARING BOARD DECISIONS**

If a non-member employee or the PBA is not satisfied with the decision of the Hearing Board, either party may appeal the decision to the State Board in accordance with its rules and regulations.

#### **12. COMPLIANCE WITH LAW**

If any provision of this demand and return system is contrary to federal or state law, such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.

#### **13. NON-DISCRIMINATION**

- a. Nothing herein shall be deemed to require any non-member employee to become a member of the PBA
- b. The PBA shall represent the interests of all employees in the unit equally and fairly, without discrimination, and without regard as to whether the employee is a member of the PBA or a non-member paying the representation fee in lieu of dues. The PBA shall not discriminate or distinguish between members and

non-members in its capacity as the majority representative, specifically with regard to collective negotiations, the processing of grievances, and representation in disciplinary proceedings.

- c. Any non-member employee who is having the representation fee in lieu of dues deducted from his or her payroll check shall, upon request, be considered for admission to membership in the PBA on a non-discriminatory basis. To qualify for membership in the PBA, the non-member shall only be required to comply with the requirements applicable to all applicants for PBA membership as set forth in Article IV of the Uniform Constitution and By Laws of New Jersey State Policemen's Benevolent PBA, Inc.
- d. Upon attaining membership in the PBA, any employee who previously had the representation fee in lieu of dues deducted from his or her payroll check shall not be discriminated against, shall be entitled to all the rights and benefits of a PBA member, and shall be subject to loss of PBA membership only for those actions of misconduct applicable to all PBA members, as set forth in Article IV of the Uniform Constitution and By-Laws of New Jersey State Policemen's Benevolent PBA, Inc.
- e. Any benefits provided by the PBA which are "member only benefits" shall not be made available to any non-member employee who is having the representation fee in lieu of dues deducted from his or her payroll check. However, the Association shall not utilize any representation fee monies for the financing of "member only benefits". "Member only benefits" means benefits, financed through the regular membership dues, fees, and assessments, which are available to or benefit only members of the PBA, but does not mean governance meetings, which may be attended only by PBA members and other member only activities and functions which are necessary for the operation and institutional maintenance of the PBA or the associations with which it is affiliated.

**ARTICLE V**  
**GRIEVANCE PROCEDURES**

**A. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein contained shall be construed as limiting the right of any employee having grievance to discuss this matter informally with any appropriate member of the Department supervisory staff and having the grievance adjusted without the intervention of the Association.

**B. DEFINITION**

The term "grievance" as used herein means the interpretation or application of this Agreement. All other matters including all other discipline are specifically excluded from the grievance procedure.

**C. STEPS OF THE GRIEVANCE PROCEDURE**

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

**Step 1:**

An officer with a grievance shall reduce it to writing and discuss it with his/her section supervisor either directly or through the PBA's designated representative for the matter of resolving the grievance informally. A grievance must be presented within seven (7) calendar days from the date of occurrence giving rise to the grievance. If it is not presented within the aforementioned time period, it shall thereafter not be considered a grievance under this Agreement.

**Step 2:**

If the aggrieved party is not satisfied with the disposition of his grievance at Step 1, he/she may file a written grievance with the Chief of Police, or in his/her absence, a representative designated by the Chief. A grievance must be presented to Step 2 within seven (7) calendar days from the date of the reply in Step 1. If it is not presented within the aforementioned time period, it shall thereafter not be considered a grievance under this Agreement. A decision thereon shall be rendered in writing by the Chief of Police within seven (7) calendar days after the holding of such meeting.

**Step 3:**

If the aggrieved party is not satisfied with the disposition of his grievance at Step 2, or if no written decision has been rendered within seven (7) calendar days after the presentation of that grievance at Step 2, the matter may be referred by the PBA to the Township Administrator. A grievance must be presented to Step 3 within seven (7) calendar days from the date of the reply in Step 2. If it is not presented within the aforementioned time period, it shall thereafter not be considered a grievance under this Agreement. A meeting on the grievance may be held between the PBA and the Township Administrator or his designee. The Township Administrator shall render a final decision within seven (7) calendar days of the date of the meeting.

**Step 4:**

In the event the PBA is not satisfied with the decision of the Township Administration, the PBA, on behalf of itself and/or the aggrieved officer may within fifteen (15) calendar days refer the matter to arbitration.

An Arbitrator shall be selected in accordance with the procedures of the Public Employment Relations Commission (PERC).

- a. Unless the parties agree otherwise, no more than one (1) issue shall be presented to an arbitrator in any single case.



- b. The fees and expenses of the arbitrator shall be borne equally by the parties. Any other expense incurred by the parties, including but not limited to the presentation of witnesses, shall be borne by the party incurring same.
- c. The arbitrator shall be bound by the terms and conditions of this Agreement and shall not have any power to add to, subtract from or in any way modify any of the terms of this agreement.
- d. The decision of the arbitrator shall be in writing with the reasons therefore and shall be binding upon the parties; subject, however, to any applicable statutes and case law available to the parties.
- e. A time limit specified in the grievance procedure shall be construed as maximum. However, these may be extended upon mutual agreement between the parties in writing.
- f. An employee may be represented at all stages of the grievance procedure, by himself/herself, or at his/her option, by a representative selected or approved by the PBA, except only the PBA may refer matters to arbitration, and arbitrate grievances at Step Four of the grievance procedure. The PBA shall have the right to be present and state its views at all stages of the grievance procedure.

#### **ARTICLE IV**

#### **SALARIES**

- A. The base salary for positions covered under this Agreement will increase according to the following schedule: 2.00% retroactive and effective January 1<sup>st</sup>, 2020; 1.5% effective January 1<sup>st</sup>, 2021; 2.00% effective January 1<sup>st</sup>, 2022 and 1.5% effective January 1<sup>st</sup>, 2023, with salaries set forth below:

Classification	Jan 1 <sup>st</sup> , 2020	Jan 1 <sup>st</sup> , 2021	Jan 1 <sup>st</sup> , 2022	Jan 1 <sup>st</sup> , 2023
Captain	\$124,343.02	\$126,208.17	\$128,732.33	\$130,663.31
Lieutenant	\$118,422.12	\$120,198.45	\$122,602.42	\$124,441.46
Sergeant	\$105,642.54	\$107,227.18	\$109,371.72	\$111,012.30

Upon promotion, salaries shall be reviewed to ensure there is a five (5) percent difference in salary between the officer positions. If same is not reflected, a salary increase to ensure a five (5) percent difference will occur.

The Township will pay each officer on a bi weekly basis a salary check equal to 1/26<sup>th</sup> of the police officer's annual base salary.

In those years containing twenty-seven (27) pays, the Township will pay each police officer on a bi weekly basis a salary check equal to 1/27<sup>th</sup> of the police officer's annual base salary. This provision will not become effective until the other police collective bargaining agreement (PBA 122) is amended to include this recalculation.

**B. Police K-9 Officer Assignment**

1. In order to resolve any Fair Labor Standard Act issues the following is agreed to in an effort to account for and compensate police K-9 Handlers/officers while on and off duty.
2. As a general rule "Commuting Time" that is "any time spent transporting the police K-9" is generally not compensable under the Portal to Portal Act.
3. The K-9 Officer shall receive compensation for home care, feeding, training and grooming of their assigned police K-9 to include one half (1/2) hour of paid non work time for each work day. A Workday will be at the sole discretion of the Chief of Police to satisfy the needs of Franklin Township. Acknowledging that time will be spent by K-9 officers outside

the normal weekday, and in deference to the need of the Chief of Police to schedule and ensure coverage, the K-9 handlers shall each receive this ninety-six (96) hours of paid time off at the beginning of the calendar year, to be qualified as K-9 time. Said time may not be sold back, nor shall it be eligible for any carryover from year to year.

4. In addition to the paid non work time provided vis a vis the awarding of additional K-9 time as discussed herein, the Officer that is assigned as a K-9 Officer/Handler shall be compensated for the at home care, feeding, training, and grooming of their assigned police K-9 on non-work days. The K-9 Officer/Handler will receive twenty five hundred dollar (\$2500.00) stipend. This compensation or stipend will be paid at the end of the year and will be included in the Officer/Handler's holiday and or incentive pay.

Note: If an Officer/Handler should terminate service or be reassigned during the year, the payment will be prorated on the basis of the calendar non-workdays of that year.

5. All training days, recertification or reevaluation of the K-9 and Officer/Handler will be scheduled on workdays to minimize unnecessary overtime.
6. Call out time is compensable and will be at the discretion of the Chief of Police and includes but is not limited to overtime or compensatory time. When possible this will be determined before the assignment with advance notice of the Officer/Handler. There will be no on-call or standby time compensation other than what is addressed in the current Agreement.
7. The Township of Franklin Police Department will be responsible for all veterinary expenses, food, grooming supplies and related equipment associated with the care and maintenance of the police K-9. The

Officer/Handler who is selected and assigned to this unit agrees that in the event of employment termination or resignation during the service life of the police K-9, he/she will be responsible for complete financial reimbursement to the Township of Franklin for the cost of the police K-9 including but not limited to training and associated replacement cost.

8. Upon retirement of the police K-9 from active duty all associated costs including but not limited to veterinary care, food, grooming supplies and related equipment associated with the care and maintenance of the police K-9 will be assumed by the Officer/Handler for the life of the K-9.
9. This agreement will take effect when the K-9 and Officer/Handler successfully graduates from the Police K-9 Academy.

## **ARTICLE VII**

### **COMPUTATION OF SALARY AND BENEFITS**

Seniority and other service related benefits such as vacation and longevity for the purpose of this Agreement shall commence from the date of hire. In the event an officer has left his/her employment with the Township for more than one (1) year, such time will constitute a break in employment and seniority will then be calculated from the latest date of hire.

## **ARTICLE VIII**

### **ADMINISTRATION ON CALL TIME**

- A. Stand-by time for all officers, excluding detectives shall be compensated for at a rate of one (1) hour straight time pay for each three (3) hours of stand-by time or part thereof.
- B. Detectives shall be excluded from stand-by compensation for normal stand-by duty. However, detectives shall be compensated at the same rate as officers in Section A when they are specifically placed on stand-by notice.
- C. The Lieutenant or officer acting in the capacity of the on call administrator and sergeant in charge of the detective unit will be compensated eight (8) hours of



straight compensatory time for each week they are on call. The Lieutenant or the officer acting in the capacity of the on call Administrator and Sergeant in charge of the detective unit will receive a yearly stipend of \$750.00 to be paid upon a duly approved voucher during the first pay in December of that year. This clause will be in effect until December 31<sup>st</sup>, 2020.

- D. Effective January 1<sup>st</sup>, 2021 the officer in charge of the Patrol Division and the officer in charge of the Detective Division will receive a yearly stipend of two thousand (\$2000.00) dollars to be paid upon a duly approved voucher during the first pay in December of that year. The officer designated by the Chief of Police to be the on-call administrator will be responsible for answering phone calls, text messages, emails etc. during on-call time. Any work performed by this officer during non-work hours that is extra from the above examples, i.e. training, call-outs, etc and is approved by the Chief of Police will be considered overtime.

## ARTICLE IX

### OVERTIME, EXTRA DUTY AND COURT TIME

#### A. Definitions

1. **Regular Straight Time Rate of Pay**- The regular straight time rate of pay is computed by dividing the annual base salary (see Article VI) by 2080.
2. **Overtime Rate of Pay**- The overtime rate of pay is computed by dividing the annual base salary plus longevity and college incentive by 2,080 and multiplying by 1.5.

#### B. Overtime

1. Overtime is defined as all authorized hours of work in excess of one hundred and sixty-eight (168) hours in a twenty-eight (28) day work cycle or work in excess of the normal work hours in any shift. Up to a maximum of eight (8) such hours monthly may be utilized for police certification training purposes at the regular straight time rate of pay.
2. The township may implement on an experimental basis a twelve (12) hour shift for some or all of the employees covered under this Agreement. If assigned a 12

hour shift, the 160 hours in a 28 day period no longer applies, and overtime will be defined as any hours in excess of the "normal" work shift (i.e. longer than 12 hours in a day or when called into work a day you are not scheduled). Those employees working a 12 hour schedule will amass 104 hours more than 2,080 per year. The additional 104 hours will be compensated at straight time pay, compensation time (One hour for one hour), or a combination of both. For example, 52 hours of straight time pay and 52 hours of comp time. The exact breakdown will be at the discretion of the Chief of Police based on the manpower needs of the Department.

3. The regular schedule for employees will be at the discretion of the Chief of Police or his/her designee and will generally be an eight (8), ten (10), or twelve (12) hour shift with the following exceptions:
  - a. A "duty day" begins at ten (10) minutes prior to the start of the shift and ends on the hour, either eight (8) hours and ten (10) minutes later, ten (10) hours and ten (10) minutes later or twelve (12) hours and ten (10) minutes later or when the officer is relieved, whichever is sooner. Specifically, officers shall be prepared to assume normal patrol duties ten (10) minutes prior to the hour. The ten (10) minutes prior to the start of a shift shall be referred to as "Muster time". Effective January 1, 2020, Officers will be compensated for muster time by being allotted thirty (30) hours of vacation time which will be allotted annually and awarded on the first of the year. In the case of injury, disability, early retirement, dismissal from employment, or voluntary termination of employment during the calendar year, said time will be prorated on a quarterly basis. This muster time will be added to the employee's vacation bank and will only be awarded to those officers who work a patrol shift.
4. All time off benefits shall continue to be calculated on an eight (8) hour day and converted into hours so that the total of hourly time off for employees working eight (8) and twelve (12) hour schedules will be the same.

5. In the event an Officer is assigned to in-service training by the Chief of Police, or his/her designee, to an eight (8) hour training day, the training day will be in place of the Officer's regularly assigned shift.

C. **Compensatory Time**

1. Officers who work overtime that have been approved in advance by the Police Chief, or his/her designee, will; at the discretion of the Chief of Police receive pay or compensatory time off for such overtime work. Scheduling of compensatory time off is subject to approval by the Chief of Police.
  2. Pursuant to the Fair Labor Standards Act, compensatory time in lieu of overtime payment may be accrued up to four hundred eighty (480) hours for all non-exempt FSLA employees. Employees who have accrued the maximum four hundred and eighty (480) hours of compensatory time must be paid cash wages at the overtime rate for all overtime hours worked in excess of the maximum for the work period set forth in this Article.
- D. If an Employee is called in on a day off or regular time off, he/she shall receive a minimum of three (3) hours of pay at the overtime rate of pay, provided such work is not contiguous with the Employee's work day.
- E. All duty related Court attendance shall be paid when the officer is off duty at the overtime rate of pay for a minimum of two (2) hours.
- F. Overtime will be rotated among employees to be distributed as equitably as possible. However, exceptions to the overtime rotation will include special skills which may be required as determined by the Chief of Police. All employees may be required to work a reasonable amount of overtime.
- G. Regular work schedules are at the discretion of the Chief of Police, or his designee. Work schedule is defined as the regular posted work period: 5-8 hour days, 4-10 hour days, 3-12 hour days, etc.
- H. Schedule adjustments requested by the Chief of Police or his designee are permitted at the discretion of the affected officer. Conversely, schedule adjustments requested by the officer will be permitted only at the discretion of the Chief of



Police or his designee. Schedule adjustments for the purposes of this paragraph are defined as last minute changes to an officer's schedule solely for the purpose of avoiding overtime. An example of this would be taking an officer who was scheduled to work Monday through Friday eight hours per day and telling that officer because he/she worked 10 hours on Wednesday that he/she will only work 6 hours on Friday so as to not exceed 40 hours in that week.

## **ARTICLE X**

### **PERSONAL DAYS**

- A. Four (4) personal days are allowed as per prior contract agreement. Personal days are to be granted upon notification of one hour in advance of shift if request is for a proven emergency. In all other circumstances, application is to be made five (5) days in advance. The granting of the request is to be at the discretion of the Chief of Police. Personal days are granted on an annual basis and are not cumulative.

## **ARTICLE XI**

### **MAINTENANCE OF UNIFORMS**

- A. One pair of police service shoes/boots shall be supplied to each employee every other year, not to exceed \$220.00. Clothing allowances: Captain-\$1225.00, Lieutenant-\$575, Detective Sergeant-\$700 which is effective until December 31<sup>st</sup>, 2020. Effective January 1<sup>st</sup>, 2021 Captain-\$700.00, Lieutenant-\$700.00 & Detective Sergeant-\$700.00. The clothing allowance will be taxed based off of Internal Revenue Service Guidelines. The Captain and Detective Sergeants will receive uniform items as needed at the discretion of the Chief of Police.
- B. Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense. Replacement of personal effects shall be covered up to two hundred dollars (\$200) per loss for prescription glasses and hearing aids, and fifty dollars (\$50) per loss for watches. A report of such damage or loss must be submitted at the time of the occurrence and signed by the Chief of Police or his/her designee.

## ARTICLE XII

### MEDICAL

When available, for the safety and well-being of the officers, they shall receive vaccinations such as Hepatitis C, etc., which are medically proven effective, at the Township's expense, to the extent not covered by insurance.

## ARTICLE XIII

### MEDICAL BENEFITS

- A. The Township will provide medical insurance coverage, including pharmaceutical, dental and eyewear coverage, to full-time employees and eligible dependents in accordance with the following premium cost sharing provisions, effective January 1, 2019 and ending December 31<sup>st</sup>, 2020:

**Family coverage:** Each employee shall pay nineteen (19%) percent of the monthly premium charged to the Township.

**Husband/Wife:** Each employee shall pay nineteen (19%) percent of the monthly premium charged to the Township.

**Parent/Child:** Each employee shall pay nineteen (19%) percent of the monthly premium charged to the Township.

**Single:** Each employee shall pay nineteen (19%) percent of the monthly premium charged to the Township.

1. Effective January 1<sup>st</sup>, 2021:

**Family coverage:** Each employee shall pay fifteen (15%) percent of the monthly premium charged to the Township.

**Husband/Wife:** Each employee shall pay fifteen (15%) percent of the monthly premium charged to the Township.

**Parent/Child:** Each employee shall pay fifteen (15%) percent of the monthly premium charged to the Township.

**Single:** Each employee shall pay fifteen (15%) percent of the monthly premium charged to the Township.

2. In the event the Township self-insures, the same percentage of monthly premium cost sharing shall be due from employees as would be due according to the applicable year.
3. Effective January 1, 2012, all active unit employees who have not opted out of the Township's health insurance program under Section F of this Article, shall contribute towards the cost of health insurance exclusively in accordance with the provisions of P.L. 2011, Chapter 78 unless otherwise negotiated. Those payments shall be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan, in accordance with the Township's regular payroll practices. From January 1, 2012 and during the four year contribution schedule under P.L. 2011, Chapter 78, which follows therefrom, the premium sharing provisions in Section 1 (a-d) above, shall not apply. Upon completion of this four-year schedule of payments pursuant to the provisions of P.L. 2011, Chapter 78, employees will be required to resume premium cost sharing provisions only in accordance with Section 1 (a-d) above, unless the parties negotiate something different. The Township shall inform the PBA of any increase in monthly premiums at least thirty (30) days prior to any anticipated change.

**B. Employee Co-Payments**

1. The prescription co-payment shall be \$10.00 for generic prescriptions and \$20.00 for brand name prescriptions.
2. The medical insurance co-payment schedule shall be \$20.00 for each office visit and \$25.00 for each emergency room visit which will be in effect until December 31<sup>st</sup>, 2020. Any other co-payments charged by the Plan shall be reimbursed by the Township.
3. Effective January 1<sup>st</sup>, 2021 or as soon as the Joint Insurance Fund can facilitate the change; the medical insurance co-payment shall be \$10.00 for each office

visit. The only other co-payment shall be \$10.00 for emergency room visits. Any other co-payments charged by the Plan shall be reimbursed by the Township.

C. **Dental Coverage**

Delta Dental Preferred Program shall be offered to all employees and their family members, which shall include but is not limited to, \$2,000.00 calendar year maximum per family member, with the full cost of the program paid for by the Township.

D. **Eyewear Plan**

- a. The Township will pay eighty (80%) percent of what the medical insurance does not cover for prescription eyewear.
- b. The Township reserves the right to change plans or carriers or to self-insure as long as benefits are substantially equal in the aggregate. Whenever a change is anticipated, the PBA shall be so informed and shall have the right to state its views on behalf of the Employees covered under this Agreement.

E. **Employee Opt-Out**

The Township agrees to allow employees to opt out of the health insurance plan in return for cash reimbursement with the amount established by the Township; with bargaining unit members reimbursed the same amount as reimbursed to all employees in the Township. In 2008, this amount is \$3,700, and if the Township votes to increase this opt-out benefit for unrepresented employees, there will be an automatic increase to that amount for these bargaining unit members. The case reimbursement will be paid out in an end of the year payment. Employees who wish to take advantage of this must make the request in writing along with proof of insurance, by the first pay period in December of the year preceding the proposed election. However, employees who meet the statutory requirements will be permitted to opt-in or out during the calendar year, with any opt-out payment being prorated accordingly. Health insurance opt out payment will be issued in a check separate from the employee's payroll check in accordance with the employee's IRS Form W-4.



**F. Flexible Spending Account**

The Township agrees that members of the bargaining unit are eligible to participate in the Township's Flexible Spending Account 125 Plan in accordance with the terms and conditions of the Plan, a copy of which will be provided to each employee annually. All employee premium cost sharing payments as required under this Article shall be made on a pre-tax basis, through payroll deductions, under the Township's Flexible Spending Account 125 Plan. Pursuant to P.L. 2011, Chapter 78, the Township's Flexible Spending Account shall permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by the Township's health insurance plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. 125, dependent care expenses as provided in Section 129 of the Code, 26 U.S.C. 129, and such other benefits as are consistent with Section 125 which are included under the Plan.

**G. Retired Medical Benefit:**

The Township of Franklin will provide the officer/retiree upon his retirement with a minimum of twenty-five (25) years of credited service with the Police and Fire Retirement System (PFRS) and a minimum of 20 years as a police officer in Franklin Township, with continued health insurance, eye and dental and prescription coverage for the officer/retiree, spouse, and eligible dependents at the Township of Franklin's expense, with benefits equal to those of active officers. Officers currently covered under this Agreement that will receive these benefits are Gordon Muller, Kenneth Gonzalez, Matthew DeCesari, Michael Marsh, Jeffrey McGuigan, David Jernegan, and Anthony Rojas. These officers will pay fifteen (15%) percent of the premium for the life of this contract and the life of future contracts. Any new officers promoted into this contract will receive medical benefits upon retirement for the employee only at the current rate negotiated in the collective bargaining agreement at the time of retirement.



The officer/retiree and family shall retain this retiree medical benefit coverage unless the officer/retiree or the spouse obtains comparable coverage from another employer. The coverage shall continue until the officer/retiree and/or spouse reaches age 65, at which time Medicare shall become primary and the Township of Franklin's coverage becomes secondary for the officer/retiree and Family. The officer/retiree shall continue to be eligible to "opt-out" of the health insurance plan pursuant to Article XIII (F) of this Agreement. If the officer suffers a disability which causes termination of employment as a result of a disability retirement, that officer and family will be eligible for medical benefits equal to that of active officers as provided above, consistent with the provisions of P.L. 2011, Chapter 78 and this Agreement.

The Township of Franklin will provide the officer/retiree, listed above, upon his retirement with a minimum of twenty-five (25) years of credited service with the Police and Fire Retirement System (PFRS) and a minimum of 20 years as a police officer in Franklin Township, with continued dental and eye benefits upon retirement. The coverage will be for the officer/retiree and family, with the same plan details as active officers, except with a \$1000.00 limit and no orthodontics.

This Agreement will provide coverage to the officer/retiree and family at the time of retirement. For example, if the officer/retiree has a child after retirement that dependent would not be covered.

#### **ARTICLE XIV**

##### **SICK LEAVE**

###### **A. Service Credit for Sick Leave**

1. A sick leave bank shall be created consisting of one hundred and eight (108) per year for each calendar year of employment with the Township.
2. Employees who accumulate 480 hours may be paid up to eighty (80) hours in one year during the first pay period in December upon presentation of a duly executed voucher.

3. Hours in excess of four hundred and eighty (480) shall no longer be maintained as a separate bank. Hours in excess of four hundred and eighty (480) shall remain part of the employee's sick leave bank.

**B. Retirement**

1. Upon retirement, said Employee shall be entitled to payment for up to sixty (60) days accrued sick time with a \$15,000.00 limit. "Retirement shall be defined as the permanent leaving from the Township of Franklin Police Department following twenty-five (25) years of service in law enforcement with the final ten (10) years of more, being with the Township of Franklin Police Department".
2. This time shall be used so that the Employee will be in an inactive status prior to the effective day of retirement. The accrued sick time will not be paid in a lump sum payment.
3. A lump sum payment shall only be paid to an Employee who has been employed for ten (10) continuous years in the Township of Franklin Police Department and who has been disabled in the line of duty for a recognizable disability. This payment shall not exceed sixty (60) days accrued sick time.
4. Any officer shall have the right to buy-back military time, to be paid for by the officer unless the law provides otherwise, and to be included as credited time with the Township for purposes of the officer's pension.

**C. Injured on Duty**

1. When an officer is injured on duty and is relieved of duty by doctor's orders, the officer shall be listed as injured on duty (I.O.D.).
2. Work connected injury requiring the Employee to be absent from duty shall not be cause for loss of pay. The Employee shall receive the difference between Workmen's Compensation Benefits and his/her regular pay. Payments shall be made at the discretion of the Township Committee, after an investigation of the incident causing the injury. The Township will deduct pension contribution from the Employee's municipal check that exceeds the Workmen's Compensation check. (Generally 15%).

**D. Reporting of Absence on Sick Leave**

1. If any Employee is absent for reasons that entitles him/her to sick leave, his/her supervisor shall be notified directly or through the dispatcher, at least one (1) hour prior to the Employee's usual reporting time.
2. Failure to notify the supervisor directly or through the dispatcher may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary action.

**E. Verification of Sick Leave**

The employee shall submit a doctor's note for return to duty after three (3) consecutive days of absence due to illness or injury.

**ARTICLE XV**

**DEATH BENEFITS**

- A. Each Employee shall be permitted up to a maximum of five (5) consecutive calendar days contemporaneous to the death without loss of regular straight time pay, one of which shall be the day of death or the day of the funeral for the purpose of conducting funeral arrangements in the event of death in the immediate family.
- B. For the purposes of this Article, immediate family is defined as father, mother, brother, sister, spouse, children, mother-in-law, father-in-law, and domestic partner as defined by New Jersey law.
- C. Up to two (2) consecutive days without loss of regular straight time pay shall be given for attendance of funerals of grandparents or individuals residing permanently in the household of the officer.
- D. One (1) day without loss of regular straight time pay will be permitted for attending funerals of other relatives when substantial proof of the relationship has been furnished.

## ARTICLE XVI

### VACATIONS

A. Vacations shall be as follows until **December 31<sup>st</sup>, 2020:**

After three (3) years of service without interruption as an officer in Franklin Township: **126 hours**

After five (5) years of service without interruption as an officer in Franklin Township: **168 hours**

After ten (10) years of service without interruption as an officer in Franklin Township: **184 hours**

After fifteen (15) years of service without interruption as an officer in Franklin Township: **224 hours**

After twenty (20) years of service without interruption as an officer in Franklin Township: **268 hours**

**Effective January 1<sup>st</sup>, 2021:**

After three (3) years of service without interruption as an officer in Franklin Township: **126 hours**

After five (5) years of service without interruption as an officer in Franklin Township: **168 hours**

After ten (10) years of service without interruption as an officer in Franklin Township: **184 hours**

After fifteen (15) years of service without interruption as an officer in Franklin Township: **208 hours**

After twenty (20) years of service without interruption as an officer in Franklin Township: **252 hours**

B. Vacation leave not used in a calendar year shall be used during the succeeding year only. No officer shall have more than the current year's vacation leave plus the previous year's vacation leave at any one time. Any vacation days carried over into the next succeeding year shall be considered the first vacation days used. Effective January 1<sup>st</sup>, 2020 any new officer promoted into this contract will no longer be able



- to carry any newly acquired vacation over from the succeeding year into the current year. Each officer may sell back up to 80 hours of vacation time per year, with payment to be made in the next pay period after the officer's written request.
- C. Officers who currently have more vacation days than permitted in paragraph B shall ensure that within five years they comply with Paragraph B. Any vacation time in excess of Paragraph B accrued at the end of five years (December 31, 1998) will then be deposited in the sick time bank in accordance with Article XIV Sick Leave.
  - D. Any vacation time accrued in excess of the current year's worth will be paid only upon retirement as defined in Article XIV Sick Leave, Paragraph B.
  - E. Payment of vacation leave will be made to the Employee prior to the taking of such leave provided the leave is taken in increments of five (5) or more working days and has been approved in advance.
  - F. In order to exercise seniority, vacation requests shall be submitted to the Chief of Police within ten (10) days after the posting or distribution of the vacation leave request schedule. Failure to submit a vacation request by the tenth day will result in loss of seniority preference for the selection of vacation. The Township will respond in writing to the Employee's request for vacation within ten (10) days after the submission.
  - G. Final approval of all vacation schedules shall be made by the Chief of Police based upon the manpower needs of the Department.
  - H. Any superior officer assigned to an Administrative schedule, shall not be required to work at the Township Building on any holidays where the Township Building is closed. Sergeants under this Agreement shall not be required to work New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving, or Christmas. A Sergeant whose regular work schedule begins on one of these holidays will receive the holiday off.

**ARTICLE XVII**

**INCENTIVE PAY FOR COLLEGE DEGREES**

<b>Associates</b>	<b>\$750</b>
<b>Bachelor of Arts</b>	<b>\$1000</b>
<b>Master's Degree</b>	<b>\$1250</b>

- A. An employee, who is matriculated in a degree program from an accredited college, approved by the Township, will be reimbursed for tuition costs, not to exceed \$3000 per year for successfully completing college credit courses with a grade of no less than a "B" during employment with the Township of Franklin.
- B. Tuition costs will be reimbursed after the employee completes the course and submits a copy of the tuition invoice with a copy of the official transcript showing the passing grade. (A passing grade will be considered any grade of "B" or above for that college).
- C. All courses for which an employee will seek reimbursement from the Township must be approved in advance by the Chief of Police or his designee.
- D. There will be no limit on how many classes per semester will qualify for reimbursement, which will be capped at \$1,500.00 per semester or \$3000.00 per calendar year. Additional classes may qualify for reimbursement but must be approved by the Chief of Police or his designee in advance of registration for that additional class. (Example: one class need for completion of a degree).
- E. There must be a request made in writing by the employee prior to the upcoming budget year, no later than December 15, outlining the tuition needs for those officers willing to take advantage of this opportunity for budgetary purposes.

**ARTICLE XVIII**

**MANUAL SKILL INCENTIVE**

<b>Senior Life Saving</b>	<b>\$300.00</b>
<b>Firearms Expert</b>	<b>\$365.00</b>
<b>First Responder CPR</b>	<b>\$500.00</b>
<b>Physical Fitness</b>	<b>\$540.00</b>
<b>Driving/Vehicle Care</b>	<b>\$345.00</b>
<b>Spanish Language</b>	<b>\$270.00</b>
<b>Manual Alphabet</b>	<b>\$250.00</b>

The Township will pay the above incentives per qualification providing they are earned on officer's off duty time. The Chief of Police will set standards, conditions, locations, and any other criteria deemed essential to maintain the credibility and accountability of the program. Payment will be made upon a duly approved voucher the last pay in November.

**ARTICLE XIX**

**RETENTION OF BENEFITS**

Except as otherwise provided herein, all privileges and benefits which the officers have hereto enjoyed, as of December 31, 1974 and are presently enjoying shall be maintained and continued by the Employer during the term of this Agreement at no less than the Highest standard in effect. The provisions of all Township Ordinances and regulations in effect at the signing of this agreement, except as specifically modified herein, shall remain in force and effect during the term of this Agreement and shall be incorporated in this Agreement as set herein in length.

**ARTICLE XX**

**DISCRIMINATION OR COERCION**

There shall be no discrimination, interference or coercion by the Employer or any of its agents against the Employees represented by the PBA because of membership or activity in the

PBA. The PBA or any of its agents shall not intimidate or coerce Employees into membership. Neither the Employer nor PBA shall discriminate against any Employee because of race, creed, color, age, sex, national origin, sexual orientation, or physical challenge.

## **ARTICLE XXI**

### **SAVINGS CLAUSE**

- A. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions, shall not be affected thereby and shall continue in full force and effect.
- B. If any such provision is declared invalid by operation of law, parties to this Agreement will entertain renegotiations on the invalid provisions.

## **ARTICLE XXII**

### **NEGOTIATIONS PROCEDURES**

- A. The parties agree to enter into good faith contract negotiations over a successor collective bargaining agreement in accordance with the New Jersey Employer-Employee Relations Act. These negotiations shall begin no later than September 15 of the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all Employees included in Article I, shall be reduced to writing, and signed by the authorized representatives on behalf of the Township of Franklin and PBA Local 122.
- B. The Township agrees that there shall be no changes in the terms and conditions of employment during the lifetime of this Agreement, except through negotiations between the parties.
- C. Whenever any representative of the PBA is mutually scheduled by the parties to participate during the Employee's scheduled working hours in negotiations, grievances, conferences or meetings, he/she shall suffer no loss of pay or other



fringe benefits and shall be relieved for duty subject to the manpower needs of the Department.

### **ARTICLE XXIII**

#### **LINE OF DUTY DEATH**

In the event of an officer's death while serving on duty for the Township of Franklin Police Department, or while in the performance of his/her duties as a police officer, the Township of Franklin shall pay to the beneficiary designated by the Employee his/her full salary to a period of six (6) months, and accrued holiday, sick, vacation, compensatory time and earned incentives, including catastrophic sick bank time.

### **ARTICLE XXIV**

#### **HUMANE LAW ENFORCEMENT OFFICER**

The Chief of Police will select two officers to serve in the capacity of Humane Law Enforcement Officers for the Township of Franklin Police Department. The township will pay those two officers a \$750 stipend to complete duties associated with this position. This stipend will be prorated if the officer was not selected at the beginning of the calendar year.

**ARTICLE XXIV**


**DURATION**

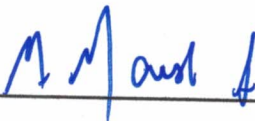
This Agreement shall be in full force and effect as of January 1, 2020 and shall remain in effect to and including December 31, 2023. The economic terms of this agreement including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 2020, unless otherwise specified in this agreement, and only for those employees on the Township's payroll as of the date of the signing of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals at the Township of Franklin, New Jersey, on this 30<sup>th</sup> day of October, 2020

**FRANKLIN TOWNSHIP SUPERIOR OFFICERS**


**ASSOCIATION OF PBA LOCAL 122**

BY:  #1144 \_\_\_\_\_

ATTEST:  #1132 \_\_\_\_\_

**TOWNSHIP OF FRANKLIN**

BY:  \_\_\_\_\_

ATTEST:  \_\_\_\_\_