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1976-1977

FRANKLIN TOWNSHIP  
SOMERSET COUNTY  
NEW JERSEY

AGREEMENT

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL #154

LIBRARY  
Institute of Management and  
Labor Relations

1977  
RUTGERS UNIVERSITY

OFFICE OF THE TOWNSHIP MANAGER  
FRANKLIN TOWNSHIP  
ADMINISTRATIVE OFFICES  
SOMERSET, NEW JERSEY 08873

Effective: January 1, 1976  
Executed: June 24, 1976

AGREEMENT BETWEEN THE POLICEMEN'S BENEVOLENT ASSOCIATION,  
LOCAL #154 (HEREINAFTER REFERRED TO AS PBA), AND THE  
TOWNSHIP OF FRANKLIN, SOMERSET COUNTY, NEW JERSEY.

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The circumstances attending the execution of this agreement are:

A. Pursuant to R.S. 34:13A-1 et seq. known as the New Jersey Employer-Employee Relations Act, the Policemen's Benevolent Association, Local #154 of Franklin Township, and the Township of Franklin collectively bargained about the terms and conditions of employment of the employees in said bargaining unit.

B. The parties have reached an agreement and said agreement has been evidenced by a vote of the membership of the bargaining unit and a resolution duly passed by the Township Council of the Township of Franklin, Somerset County, New Jersey.

C. The parties hereto have reached an agreement and desire as aforesaid to state their agreement in writing.

WHEREFORE, on this 24 day of June, 1976, the parties agree as follows:

I. SALARIES AND WAGES

A. The parties to the agreement agree to a wage schedule attached hereto and made a part hereof as Annex A, to be effective as of January 1, 1976.

B. The annual starting rate for new patrolmen will be \$9,454.00 and said new patrolmen shall serve a probationary period not to exceed one year and upon successful completion of the probationary period, said patrolmen shall be eligible for the wage designated at Patrolmen Step A.

C. A wage table is included in the finally agreed upon agreement and shall include scales for the respective positions in the department, each step starting with "A" and ending with "F" indicating the annual wage to which the employee would be entitled, which table is attached hereto as "Annex A".

D. Any police officer receiving a promotion of one step to another shall receive one step increment.

II. LONGEVITY

In addition to salaries and wages paid to police personnel per paragraph I above, there shall be longevity payments provided according to the table herein below, which shall be effective each year following completion of each five years of continuous service so long as no permanent personnel policies shall have been established by the Township and agreed upon by the bargaining unit. According to this table, each employee shall receive longevity payments based upon the following scale:

- A. Five (5) years of service - Two (2%) per cent.
- B. Ten (10) years of service - Four (4%) per cent.
- C. Fifteen (15) years of service - Five (5%) per cent.
- D. Twenty (20) years of service - Six (6%) per cent.
- E. Twenty-five (25) years of service - Eight (8%) per cent.

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

2. Longevity payments in accordance with above shall be included in the members' regularly scheduled compensation payments.

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

### III. OVERTIME

The Township agrees to compensate the members of the bargaining unit at a rate of time and one-half for all time incurred beyond the normal duty day and in excess of normal work week number of hours (40). The employee must be engaged in actual related police duties and not loitering about the office facilities. The amount shall be computed to the nearest quarter hour. The individual must work a minimum of 30 minutes to be eligible for this compensation, and this paragraph will not apply to work that can be done by departmental clerical personnel, unless otherwise directed by the Chief of Police. The provisions of this agreement shall govern notwithstanding that the Fair Labor Standards Act may permit the payment of straight time in excess of forty (40) hours.

### IV. UNIFORM ALLOWANCE

The Township and the bargaining unit agree that for the period of this contract, an annual clothing allowance shall be provided by the employer in the amount of \$200.00 which shall be available as of the first of January each year. Provisions for an allowance of \$400.00 for new men. This schedule does not apply to other items of equipment which are supplied by the Township.

### V. UNIFORM CLEANING ALLOWANCE

The parties agree that the cleaning allowance shall remain at \$260.00 per annum for the term of this agreement.

### VI VACATION

The Vacation policy for the bargaining unit as established and agreed to by the employer shall be as follows:

- A. Upon completion of one (1) year..... 2 weeks
- B. Upon completion of five (5) years..... 3 weeks
- C. Upon completion of twelve (12) years..... 4 weeks
- D. Upon completion of twenty (20) years..... 5 weeks
- E. Upon completion of twenty-five (25) years..... 6 weeks

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

2. Changes in vacation entitlements in accordance with the schedule contained herein shall be effective: (a) as of the date of the member's anniversary date if it falls prior to July 1st annually and (b) following January 1st annually for members whose anniversary dates follow July 1st annually.

3. Vacation not taken by December 31 of any year shall lapse, except that unused vacation days may be added as sick leave days provided the total accumulated sick leave days and unused vacation days shall not exceed a total of one hundred twenty (120) days.

## VII. SICK LEAVE

The existing policy on sick leave of earning one day per month for each month of service, with an accumulation up to one hundred twenty (120) days shall remain in effect during this agreement. Any employee accumulating one hundred twenty (120) days of sick leave shall receive two (2) working days vacation for each year that sick leave is not utilized, according to the existing agreement.

A. Individual sick days shall not be used to cover time lost due to on the job injuries provided that the member provides evidence from a physician assigned by the insurance carrier and agreed upon by the Manager.

B. The use of individual sick days for illnesses or accidents beyond the minimum and in lieu of commencing disability income protection coverage, shall be at the option of the member.

C. Disability income program payments to be financed through equitable shares by the employer and the employee on a payroll deduction basis during the term of this contract.

## VIII. PERSONAL LEAVE

In addition to the normal vacation schedule contained above, each member of the bargaining unit shall be entitled to three (3) days of personal leave per year.

A. Personal leave may be used for, but not necessarily limited to, concluding real estate transactions, family affairs, illness of member of immediate family, out of town family business trips (non-funeral), meetings not related to job or professional duties, medical appointments and funerals not covered under funeral leave.

B. Personal leave shall not be taken in conjunction with normal vacation schedules.

C. Personal leave is not cumulative.

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

## IX. STAND-BY PAY

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

## X. GRIEVANCE PROCEDURE

A. Definition: A grievance, within the meaning of this agreement, shall mean a difference of opinion or dispute rising between the employer and the PBA or between the employer and an employee concerning rates of pay, wages, hours of employment, or concerning the interpretation or application of this agreement and condition of employment.

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

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

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

2. The following procedure may be initiated by either party and shall be followed:

a. Level One. The employee and the chairman of the PBA Grievance Committee or the employee individually shall meet with the Chief of Police. In the event the grievance is not settled at Level One or if no decision is delivered by the Chief of Police within seven (7) working days, both parties shall complete and sign the proper form and forward it for action at the next step in the procedure.

b. Level Two. The PBA president or his designated representative and the PBA Grievance Committee chairman, along with the employee, or the employee individually, shall meet with the Township Manager to discuss the grievance within seven (7) working days.

c. Level Three. If either party shall elect to submit a grievance to arbitration, it shall give notice to the other party of its intention to arbitrate, which notice shall contain a statement specifying the grievance.

ANNEX A

There shall be no progression from any previous salary scale and the applicable salary shall be based on the step in effect on December 31, 1975. The steps are further frozen so that the 1977 scale will be based upon the step applicable and in effect on December 31, 1975 as well.

Pay Schedules

1976  
POLICE SALARY SCALE

|            |      | A      | B      | C      | D      | E      | F      |
|------------|------|--------|--------|--------|--------|--------|--------|
| Patrolman  | PS 1 | 11,530 | 12,003 | 12,561 | 13,076 | 13,593 | 14,183 |
| Detective  | PS 2 | 11,807 | 12,323 | 12,839 | 13,709 | 13,872 | 14,461 |
| Sergeant   | PS 3 | 13,004 | 13,553 | 14,036 | 14,553 | 15,069 | 15,658 |
| Lieutenant | PS 4 | 14,183 | 14,700 | 15,217 | 15,733 | 16,249 | 16,839 |
| Captain    | PS 5 | 15,362 | 15,880 | 16,397 | 16,912 | 17,430 | 18,020 |

1977  
POLICE SALARY SCALE

|            |      | A      | B      | C      | D      | E      | F      |
|------------|------|--------|--------|--------|--------|--------|--------|
| Patrolman  | PS 1 | 12,530 | 13,003 | 13,561 | 14,076 | 14,593 | 15,183 |
| Detective  | PS 2 | 12,807 | 13,323 | 13,839 | 14,709 | 14,872 | 15,461 |
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| Lieutenant | PS 4 | 15,183 | 15,700 | 16,217 | 16,733 | 17,249 | 17,839 |
| Captain    | PS 5 | 16,362 | 16,880 | 17,397 | 17,912 | 18,430 | 19,020 |

SECTION I - 1. - LONGEVITY

The following Police Service (PS) Longevity Schedule is hereby established:

- After the completion of 5 years service . . . . 2%
- After the completion of 10 years service . . . . 4%
- After the completion of 15 years service . . . . 5%
- After the completion of 20 years service . . . . 6%
- After the completion of 25 years service . . . . 8%

a. The amounts authorized in the above longevity schedule shall be in addition to the basic salary established in the Police Service Salary Schedule established in above.

Any police officer who does not receive an in-grade increase in either 1976 or 1977 may question this failure through the grievance and arbitration provisions of the agreement between the parties.

For the purpose of this agreement, both parties agree that the American Arbitration Association shall be the agency used to arbitrate all grievances. The American Arbitration Association shall designate an arbitrator, and the arbitrator shall set a hearing as expeditiously as possible after the matter has been referred to him. The decision of the arbitrator shall be final and binding upon both parties.

All expenses of arbitration shall be shared equally by the Township and the PBA.

### 3. Miscellaneous.

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

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

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

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

e. The right of any employee to invoke arbitration shall be dependent upon a majority vote of the PBA.

## XI. HOSPITALIZATION

Per the 1970 Contract, the Township agrees to continue assuming the cost of employee dependent's hospitalization.

## XII. HOLIDAYS

The holidays authorized by Ordinance as of December 31, 1970, shall remain in effect, except than an additional holiday has been authorized by the Township Council for Dr. Martin Luther King's Birthday (January 15th).

A. Any holidays for non-police personnel in addition to those contained herein, shall also accrue to members of the bargaining unit.

## XIII. FUNERAL BENEFITS

Members of the bargaining unit shall receive three (3) days for immediate family and five (5) days for spouse and child as per personnel ordinance.

XIV. EXPENSES

The employer shall reimburse members of the bargaining unit for meals and mileage expenses incurred on official duty by monthly voucher; when a police or other official vehicle is unavailable, at a rate of 10 cents per mile and \$1.50 per meal.

XV. The parties agree to discuss the subject of patrol and shift strength during the term of this agreement in the event it is legislatively or judicially determined that the parties may legally do so, at such times and places and in such respects as the parties may agree.

XVI. The parties agree that there shall be no diminishment in the benefits in effect during the terms of this agreement on the effective date of the agreement during the period covered by this agreement.

XVII. TERM OF CONTRACT

This contract shall be in full force and effect retroactively to January 1, 1976, for the period ending December 31, 1977. In June of 1977, negotiations between the Township of Franklin and Local 154 will commence for the purpose of attaining a new and shorter pay scale.

The PBA shall, at least forty (40) days prior to the expiration of this contract, which shall be in November 1977, submit in writing its intention to open negotiations and shall include as part of said notice a list of all items which it intends to negotiate subject to any determination during the interim period which shall be between the date of ratification of this contract and expiration date of same any changes mutually agreed to by the parties hereto.

ATTEST:

Mary Blaylock

TOWNSHIP OF FRANKLIN

Richard J. Beerna  
Mayor

ATTEST:

John P. McRae

POLICEMEN'S BENEVOLENT ASSOCIATION  
FRANKLIN TOWNSHIP LOCAL #154  
SOMERSET, NEW JERSEY

Richard J. Beerna  
President