

ORIGINAL

Collective Bargaining Agreement

Between

The Borough of Franklin

&

New Jersey PBA Local 404

January 2021 – December 2025

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TABLE OF CONTENTS

PREAMBLE.....4

ARTICLE 1 - DEFINITION4

ARTICLE 2 - MANAGEMENT RIGHTS5

ARTICLE 3 – EMPLOYEE RIGHTS6

ARTICLE 4 – PBA BUSINESS8

ARTICLE 5 - GRIEVANCE PROCEDURE.....9

 PURPOSE9

 STEPS OF THE GRIEVANCE PROCEDURE.....10

ARTICLE 6 - DISCIPLINE AND DISCHARGE.....12

ARTICLE 7 - BENEFITS13

ARTICLE 8 - SALARIES AND WAGES15

ARTICLE 9 - HOURS OF WORK.....16

ARTICLE 10 - OVERTIME AND CALL-OUT18

ARTICLE 11 - OFF DUTY EMPLOYMENT.....19

ARTICLE 12 - ALLOWANCES20

 MOTOR VEHICLE REIMBURSEMENT21

 MEAL ALLOWANCE21

 EDUCATIONAL BENEFITS.....21

ARTICLE 13 - COMPENSATION DAYS.....22

 COURT DAYS22

 PERSONAL DAYS22

 SICK DAYS23

 BEREAVEMENT LEAVE23

 VACATION DAYS24

 HOLIDAYS25

 PRORATION OF BENEFIT TIME.....26

ARTICLE 14 - PENSIONS26

ARTICLE 15 - DUES CLAUSE.....26

ARTICLE 16 - MILITARY LEAVE27

ARTICLE 17 - FMLA AND NJFLA LEAVE.....27

ARTICLE 18 – SEPERABILITY AND SAVINGS CLAUSE.....27

ARTICLE 19 - FULLY BARGAINED AGREEMENT.....27



ARTICLE 20 - TERM AND RENEWAL28
ARTICLE 21 - RECOGNITION AND SCOPE28
SALARY GUIDE28
PATROLMAN29
SERGEANT29
LIEUTENANT29

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PREAMBLE

- A. THIS AGREEMENT is entered into this day of July 26, 2022 by and between the BOROUGH OF FRANKLIN, in the County of Sussex, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the Employer or Borough), and NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL NO. 404 (hereinafter called the Association).
- B. The Employer recognizes the Association as the exclusive majority representative for all ranks below that of Captain in the Police Department of the Employer, within the meaning of the New Jersey Employer-Employee Relations Act, et seq. N.J.S.A. 34:13A-1.1

ARTICLE 1 – DEFINITION

- A. The term of "Police Officer", "member", and/or "Employee" as used herein shall be defined to include the plural as well as the singular and refers throughout to the sworn, regular Police Officers employed by the Employer.
- B. The term "Employer" and/or "Borough" as used herein shall be defined as the Borough, a municipal corporation of the State of New Jersey.
- C. The term "grievance" as used herein means any dispute or controversy arising over any matter which affects the arbitrable terms, and conditions of employment of Employees, and may be raised by the Association through its Grievance Committee on behalf of an individual Employee or group of Employees, or the Employer.
- D. The term "Grievance Committee" is a group of members comprised of by the association.
- E. The term "party" as said herein means the Association or the Employer and is not intended to include an individual Employee or group of Employees.
- F. The term "minor discipline" as used herein means those circumstances where the penalty is five (5) days of suspension, or equivalent fine, or any lesser penalty.

ARTICLE 2 - MANAGEMENT RIGHTS

A. Except as specified in this Agreement, the Borough hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities, and the activities of its Employees.
2. To hire all Employees and, subject to the provisions of law, to determine their qualifications and conditions of continued employment, their assignments, and to promote and transfer Employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
4. To establish, maintain and amend a code of Rules and Regulations of the Department and Employee Handbook for the operation of the Department, subject to the Association's right to negotiate over those that impact terms and conditions of employment
5. To determine the shifts, hours of work, and the number of employees needed at any given time, subject to the Association's right to negotiate over those determinations that impact terms and conditions of employment.

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

C. Nothing contained herein shall be construed to deny or restrict the Borough in any of its rights, responsibilities and authority under Titles 40 and 40A of the New Jersey Statutes, or any other National, State, County or Local laws, statutes or ordinances.

D. The failure to exercise any of the foregoing rights or powers shall not be deemed a waiver of such rights or powers, nor shall the failure to specifically mention a management right herein, which has existed prior to the enactment of this Agreement or which is considered to be a traditional management right, be constituted as giving up such right. All management rights, which have existed in the past, are specifically incorporated herein.

ARTICLE 3 – EMPLOYEE RIGHTS

Members of the force hold a unique status as public officers in that the nature of their offices and employment involves the exercise of a portion of the police powers of the municipality. Items hereinafter outlined in Article 3 shall NOT supersede changes or alterations signed into effect by the New Jersey Attorney General.

A. The wide-ranging powers and duties given to the Department and its members involve them in all manners and contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by supervisory officers. To ensure that these investigations are conducted in a manner that is conducive to good order and discipline, the following rules are hereby adopted:

1. The interrogation of a member of the force shall be at a reasonable hour, within the light of all circumstances involved, preferably when the member of the force is on duty.
2. The member shall be informed of the nature of the investigation before any interrogation commences. If the informant or complainant is anonymous, then the officer shall be so advised. Sufficient information to reasonably apprise the member of the allegations shall be provided. If it is known that the member of the force is being interrogated as a witness only, he shall be so informed at the initial contact.



3. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
 4. The interrogation of the member shall only be recorded with the notice to the member.
 5. The member of the force shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal, or any other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigating officers from informing the member of 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 is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to law.
 7. If a member, as a result of an investigation is being charged with a violation of rules and regulations or is about to be so charged, he shall be afforded an opportunity to consult with counsel or PBA representatives before any further interrogation.
- B. If a complaint is lodged against a member of the force, be it written, oral, anonymous or otherwise, said member, shall be notified in writing by the Chief of Police or his designated representative of all the facts and available evidence pertaining to the case. Officers shall also have the absolute right to full disclosure of all written reports, statements, and physical evidence held by the investigating officers pertaining to the case.
- C. No document shall be submitted, or shall be placed, in an employee's personnel file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete document of any kind, signifying his approval.
- D. The employee shall acknowledge that he has had the opportunity to review any such material or document by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material or document and his answer shall be reviewed by the Chief of Police and attached to the file copy. If a member still objects to a document being placed in his file, he shall have the right to appeal under the grievance procedure covered in this Agreement.

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- E. Although the Borough agrees to protect the confidentiality of personnel references, academic credentials and other similar documents, it shall not establish any separate personnel file that is not available for the employee's inspection and without the employee's full knowledge. The Chief of Police shall also establish a strict policy of confidentiality concerning the contents of personnel files, consistent with the Chain of Command of the Police Department, and appointing authority and the need to have access to such information.
- F. When an officer is involved in a critical incident, such as a shooting, serious motor vehicle accident or traumatizing physical altercation, said officer shall not be required to respond to any questions or supply any statement or written reports until he is released by the evaluating physician or other medical professional. Such delay shall not exceed two business days unless the officer is physically or mentally incapacitated.
- G. Each member of the Department may review his/her personnel file twice annually in the calendar year. This twice-annual review is permissible and shall only be carried out by the Chief of Police or his designated representative.

ARTICLE 4 – PBA BUSINESS

- A. The Employer will encourage the full security of all individual rights and privileges of its Employees as citizens in the democratic society consistent with their duties and responsibilities as Employees of the Employer.
- B. The PBA State Delegate (or Alternate Delegate) shall be granted one day off with pay each month to attend the New Jersey State PBA Meetings. The Delegate or alternate delegate shall be granted time off with pay each month to attend the County PBA meetings, if the Delegate is scheduled to work during the meeting.
- C. Two (2) members authorized by the PBA shall be granted convention leave with pay to attend the NJSPBA Main and Mini conventions pursuant to 40A:14-177. In addition, up to two (2) members selected by the PBA shall be granted time off without loss of pay to attend the annual NJSPBA Collective

Bargaining Seminar. The PBA shall provide no less than thirty (30) days' advanced written notice to the Chief or his designee, requesting leave for attending members. Such requests shall not be unreasonably denied.

D. In addition, the parties agree that the PBA President and/or the State Delegate shall be given time off to handle grievances, negotiations during normal working hours. Officers will be subject to recall to duty in case of an emergency.

E. The PBA President shall be granted time off with pay, not to exceed twenty-four (24) total hours annually to attend to other PBA business. Any time off required under this Article of the Agreement shall be submitted in writing within a reasonable amount of time to the Chief of Police for approval.

ARTICLE 5 - GRIEVANCE PROCEDURE

A. A grievance may be initiated by an individual, a group of employees, or by the Association. As the sole majority representative, the Association shall be notified of and shall have the right to be present at all stages of the grievance procedure.

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 Employees.
2. Nothing herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate representative of the Employer.
3. Nothing herein shall be construed as limiting the right of any Employee having a grievance to pursue his own grievance apart from the Association and its grievance committee.



4. For the purpose of this section, workdays shall be defined as Monday through Friday. Excluding holidays.

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 by mutual consent.

STEP ONE

1. An aggrieved Employee, or the Association on behalf of the aggrieved Employee or Employees, or the Employer, shall institute action under the provisions hereon, within thirty (30) working days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved Employee and his Division Commander (Captain) for the purpose of resolving the matter informally. Failure to act within said thirty (30) working days shall be deemed to constitute an abandonment of the grievance.
2. The Division Commander (Captain) shall render a decision within ten (10) working days after receipt of the grievance
3. In the event the actions, orders or directives of the Division Commander (Captain) are the reason for the grievance, then the grievance shall immediately proceed to STEP TWO. The Chief of Police has the authority to determine if bypassing STEP ONE is appropriate and shall refer the grievance back to STEP ONE for action if he feels it is appropriate to do so.

STEP TWO



1. In the event a satisfactory settlement has not been reached, the Employee or the Association shall, in writing and signed, file his grievance with the Chief of Police within ten (10) working days following the determination at STEP ONE.
2. The Chief of Police shall render a written decision within ten (10) working days from the receipt of the grievance.

STEP THREE

1. In the event the grievance has not been resolved in or at STEP TWO, the Association shall, in writing and signed, file the grievance with the appropriate authority or designee within ten (10) working days following the determination at STEP TWO. This presentation shall include copies of all previous correspondence relating to the matter in the dispute. The appropriate authority or designee shall give the Association and or the Employee the opportunity to be heard. The appropriate authority or designee shall render a written decision within ten (10) working days from receipt of the grievance.

STEP FOUR

1. If the grievance has not been resolved in or at STEP THREE, the matter may be referred to arbitration as hereinafter provided.
2. If the Employer or the Association desires to submit a grievance to arbitration, the following procedure shall be followed:
 - a. The party demanding arbitration shall serve written notice of its intention to arbitrate on the other party within twenty (20) working days following the receipt of the Mayor's (or designee's) determination.
 - b. The party demanding the arbitration shall request the Public Employment Relations Commission to appoint an Arbitrator. The selection of the arbitrator shall be conducted in accordance with the Rules and Regulations of the Public Employment Relations Commission.

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- c. The costs of the services of the Arbitrator shall be borne equally by the Employer and the Association; except that any late cancellation fees shall be paid fully by the cancelling party.
- d. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- e. The decision of the Arbitrator shall be final and binding upon the Employer and the Association.
- f. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this AGREEMENT or any amendment or supplement thereto.

A failure to respond at any STEP in this procedure by the Employer or its agents shall be deemed to be a negative response and upon the termination of the applicable time limits the grievant may proceed to the next Step.

Upon prior notice to the Chief of Police, the designated Association Representatives shall be permitted as members of the Grievance Committee to confer with Employees and the Employer 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 Employer or require the recall of off-duty Employees.

ARTICLE 6 - DISCIPLINE AND DISCHARGE

- A. It is expressly understood that the Borough shall have the right to discipline and discharge an employee; however any and all discipline shall only occur for just cause.
- B. Employees covered by this Agreement shall retain all civil rights under State and Federal law. Any discipline or discharge proceedings shall be processed in accordance with law. All employees

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subject to disciplinary charges seeking suspension, demotion or discharge shall have the right to counsel of their choosing, at their cost, at any hearing which may be requested. Nothing in this article shall deny any employee from utilizing the representative of their choice during any internal or potentially criminal investigation.

- C. For any disciplinary action or matter that the Association declines to pursue on the employee's behalf through this negotiated grievance and arbitration process, the employee may choose to pursue the matter through all steps of this process including arbitration, on his or her own and at his or her own expense.
- D. An employee who is suspended, demoted, or discharged shall have the right to appeal the discipline imposed in accordance with the procedure outlined below, which shall be the officer's sole avenue of appeal:
 - a. Arbitration shall be the exclusive remedy for disciplinary suspensions without pay for five (5) days or less. When a permanent officer is suspended without pay for five (5) days or less, the officer may bypass the grievance procedure of Article 4 and the officer, or the Association on his or her behalf, may file for grievance arbitration with PERC in accordance with Article 4.
 - b. A permanent officer who has been disciplined through a suspension of six (6) days or more, a demotion, or discharge may appeal the discipline to the Superior Court of New Jersey for review in accordance with N.J.S.A. 40A:14-150, provided, however, that an officer who is discharged may elect to file for arbitration in accordance with N.J.S.A. 40A:14-200, et seq.

ARTICLE 7 - BENEFITS

- A. The Borough shall provide hospitalization, major medical and prescription drug health insurance to the employees with the same plan(s) in effect at the time of the execution of this contract provided that if the plans or carriers change, the Borough cannot substantially change the existing benefits or coverages received by the Employees. The PBA agrees to negotiate in good faith in the event that the Borough

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seeks to review and competitively compare available health insurance plans. All employees shall contribute to their health insurance provided this language is in accordance with the rates established by the tables in P.L. 2011, Ch. 78.

- B. A dental plan shall be provided to the Employees. This dental plan shall provide coverage under Horizon Blue Cross/Blue Shield of New Jersey in the Horizon Dental Option Plan (100/80/50), with exception to major care, in which the Borough agrees to pay an additional ten percent (10%) to the Employee upon proof of service. The Borough agrees to maintain this or an equivalent level of coverage under an alternate plan, should the Borough find it necessary to change insurance carriers. The Borough shall have the right to modify the source of dental insurance coverage, so long as the level of coverage is equal to or better than the dental plan specified in the preceding sentence.
- C. The existing life insurance benefits shall be continued and reviewed by the Borough and the Employees for the purpose of providing increased coverage, if financially feasible, in the future.
- D. The Borough shall provide temporary disability insurance for the benefit of the employee, which may be provided through the New Jersey Division of Temporary Disability Insurance, providing the equivalent of sixty-six and two thirds percent ($66\frac{2}{3}\%$) of the weekly earnings of the employee for a twenty-six (26) week maximum period. The Borough shall not be responsible for payment of any differential between full salary and the temporary disability benefits paid pursuant to this paragraph. The provisions of this paragraph are not applicable to disability arising from line of duty injuries or other workers' compensation injuries. The Borough shall provide temporary disability insurance for the benefit of the Employees under the present plan providing the equivalent to sixty-six and two thirds ($66\frac{2}{3}\%$) percent of the weekly earnings of each Employee for a six (6) month maximum period.
- E. The Borough shall provide a reimbursement for eyeglasses/contact lenses of up to Two Hundred Dollars (\$200.00) per year to be used either by the Employee or a member of the Employee's family upon submission of receipt verifying purchase. This benefit can only be used once per year for one person (Employee or one member of the family). It cannot be "split" and for a maximum of \$200.00.
- F. The Borough shall maintain adequate and prudent insurance to protect each Employee against claims arising out of, and/or within the scope of his/her employment.

G. Police officers will be provided with a defense consistent with N.J.S.A. 40A:14-155. The Borough will pay any civil judgment against the police officer for compensatory damages only so long as the acts committed by the police officer upon which the action is based were within the scope of his/her employment and there is no judicial or administrative finding that the officer's actions constitute actual fraud, malice, willful misconduct, or an intentional wrong.

H. Any item that is just, stolen, or broken, while the Employee is on duty, will be replaced at the expense of the Borough after first being submitted to the Borough's insurance company for any possible claim/payment.

ARTICLE 8 - SALARIES AND WAGES

A. Salary Increases across the board with step movement as follows:

- Effective 1/1/2021 – 2.0%
- Effective 1/1/2022 – 2.25%
- Effective 1/1/2023 – 2.25%
- Effective 1/1/2024 – 2.25%
- Effective 1/1/2025 – 2.25%

B. Step increases on the salary guide (Schedule A) are to be given on the anniversary dates of first full day in position upon certification of satisfactory performance by the Chief of Police. An Employee denied a Step increase shall have the right to file a grievance under Article 5.

C. All new Employees, other than Recruits, shall not receive any step increases during the first year of employment with the Borough. On the first-year anniversary of the new Employee's employment, the new Employee shall be placed on the appropriate level of the next step. The appropriate level shall be determined by the date of that anniversary and its corresponding level under that step. All step increases will be from the Employee's anniversary date of hire and/or one year from their date of promotion. In the event an Employee would suffer a reduction in salary as a result of moving up one guide step in any year,



the employee will be placed on the next appropriate step which would result in a salary increase for the employee.

- D. Any new Employee who is hired prior to graduation from Police Academy shall be hired as a "Recruit." The new Employee shall remain a Recruit until graduation from the Academy and shall receive an annual salary of \$30,000. Upon his/her graduation from the Police Academy, the Recruit shall be placed on Step 1 of the Patrolmen's Salary Guide.
- E. The employee assigned as a Detective shall receive an annual stipend equivalent to five percent (5%) of his/her base salary. This annual stipend shall be limited to three percent (3%) in the event the Employee assigned as a Detective holds the rank of Sergeant or higher. This stipend is intended to fully compensate the Detective for on-call status, areas of expertise requiring notification and/or clarification, correspondence with mutual aid agencies, and all other forms of electronic or verbal communication during non-working hours.
- F. The Employee(s) that serves as a full time assigned Detective shall not be entitled to overtime pay except where the assigned detail is not related to his/her detective duties, such as providing shift coverage or working road jobs, in which case any overtime incurred on such assigned detail shall be paid at the rate of time and one-half (1½).
- G. In the event an Employee is promoted to the rank of Sergeant or Lieutenant, his/her salary will be set at step one on the applicable Superior Officer salary guide for that year; provided, however, that if the new base step one salary is less than the Employee's total base salary at the time of promotion, the Employee will be moved to the next appropriate guide step which will result in a salary increase.

ARTICLE 9 - HOURS OF WORK

- 1. The Chief of Police or his designee shall have the discretion to assign or reassign department personnel to the below tour assignments:
 - a. 8-hour tour (Administration 1)
 - b. 10-hour tour (Administration 2)



c. 12-hour tour (Patrol Division)

- B. Officers working eight-hour shifts -- For officers working eight-hour shifts, any hours worked in excess of (40) forty hours in any work week, shall be compensated at a rate of one and one-half times the employee's regular rate of pay or at a rate of one and a half times the hours worked in compensatory time, provided that said overtime work is authorized by the chief.
- C. Officers Working Ten Hour Shifts - For officers working ten-hour shifts, any hours worked in excess of (40) forty hours in any work week, shall be compensated at a rate of one and one-half times the employee's regular rate of pay or at a rate of one and a half times the hours worked in compensatory time, provided that said overtime work is authorized by the chief.
- D. The 12-hour work schedule shall consist of 4 Patrol Division Squads. The shifts shall be: Shift 1-0600 hours to 1800 hours and Shift 2 - 1800 hours to 0600 hours. The sequence of days on and days off shall be: 2 consecutive days on -duty followed by 2 consecutive days off-duty followed by 3 consecutive days on-duty followed by 2 consecutive days off-duty followed by 2 consecutive days on -duty followed by 3 consecutive days off-duty. The 3 on 3 off sequence shall fall on Friday, Saturday, and Sunday. Squads will rotate shifts on a 28-day cycle.
- E. Effective January 1, 2021 and each January 1st thereafter, each officer on the Pitman schedule shall receive 104 hours of "Kelly" time hereafter referred to as "pitman" time that must be used by the end of the year assigned. If an officer does not elect to use his Pitman time by November 1 of the year assigned, the Department may compel him to use it between November 1 of the current year and February 28 of the succeeding year. If an officer does not use Pitman time by February 28 of the succeeding year, all remaining pitman time from the preceding year will be forfeited. The current years' "Pitman" time shall be prorated by 1/12th in the year that an employee separates employment. The use of "Pitman" time shall not create overtime.
- F. No change of shifts or transfer of an Officer between shifts shall occur without ten (10) days' notice, except in cases of *emergencies* such as but not limited to protracted illness or injury, as determined by the Police Chief.



G. For the purpose of this Agreement, all holidays will be from 6:00 a.m. of the actual holiday until 6:00 a.m. of the day after the holiday.

ARTICLE 10 - OVERTIME AND CALL-OUT

- A. Overtime is to be paid to any Employee who works other than and beyond his/her regularly scheduled workday. Overtime shall be compensated at a rate of time and one-half (1-1/2). Time and one-half (1-1/2) pay shall be granted at a rate of one hour if an Employee works at least one-quarter of any hour.
- B. Detectives shall be compensated through compensatory time at a rate of 1-1/2 hours per 1 hour. Compensatory time shall be granted at a rate of one hour (1-1/2 hours compensatory time) if an employee works at least one quarter of any hour.
- C. Overtime opportunities will be distributed as equally as possible among employees of the same rank. Where no member of the same rank is available or willing to work the overtime assignment, the Chief of Police may, in his or her sole discretion, order a member of the same rank to work the overtime or assign the overtime to a member of a different rank.
- D. Employees covered by the terms of this Agreement shall be utilized initially in the event that overtime service is required in order to cover a regularly scheduled shift. Employees covered by the terms of this Agreement shall be utilized initially before the utilization of a Special Police Officer is given consideration. Special Police Officers may be employed for Municipal Court security.
- E. The Borough agrees to pay a minimum of four (4) hours for unscheduled call-out time when an off-duty Employee is called out for the purpose of general police duty and shall compensate the Employee at a rate of time and one-half (1-1/2) for this call-out.
- F. When an Employee who is scheduled for a specific tour of duty is called in prior to their tour of duty, the Employee shall be compensated at the rate of time and one-half (1-1/2) for the actual hours worked



providing said hours are contiguous of the scheduled tour of duty. Call- out as specified in Paragraph D does not apply.

G. An Employee may, at the end of overtime worked, elect to be compensated as paid overtime (time and one-half rate) or in compensatory time (time and one-half rate) when the Employee elects to take compensatory time off (CTO) then said CTO would accumulate in a CTO time bank for future use. Future use of CTO would be at the Employee's sole discretion subject to prior departmental approval. At no time shall the CTO Bank contain more than two hundred forty (240) hours. The Association shall be allowed to review the CTO Bank to ensure that no more than 240 hours have accrued. All earned and unused compensatory time may be carried over for use within the first six months of the next calendar year ("carry-over year"), up to a maximum of 240 hours. All carry-over year compensatory time must be used by June 30, or it shall be paid out at the applicable hourly rate as of June 30 payout. The use of Compensatory time shall not create overtime.

H. Any cash payment for overtime shall be paid in either the payroll for the pay period in which it was earned or the next pay period.

ARTICLE 11 - OFF DUTY EMPLOYMENT

A. The rate of pay for contracted Police services shall be: Churches and Schools in the Borough, Borough funded events, and Borough association events such as; road work, the Franklin Carnival, Franklin Day: \$60 per hour (4-hour min.). In addition, the Association and the Borough can agree to apply the \$60.00 per hour rate (with the 4-hour minimum) to any not-for profit organization whose primary purpose is to provide benefit and/or service to Borough and its residents and community. The decision to do so shall be in the sole discretion of the Borough and the Association.

B. All other outside contracted services / Extra Duty assignments such as JCP&L, PSE&G, Verizon, Comcast, Skoda, etc., shall be compensated at a rate of \$85.00 per hour (4 hour minimum).

C. The Borough Employees acknowledge off-duty Employment is voluntary, so long as the off-duty vendor is an entity other than the Borough, and where no employee is willing or available to work the off-duty



employment, the assignment will be filled by an officer or officers of adjacent agencies at the agreed upon rate of their respective municipalities for such assignments.

- D. All State or NHTSA grant funded traffic details and roadway safety enhancement details such as “Click it or Ticket” and DUI enforcement campaigns, etc., shall be compensated at the rate set in accordance with the grant agreement entered into by the Borough when application for these grant funded campaigns are made.
- E. An administrative fee will be set by the Borough, at its sole discretion, through an amendment of its ordinance, to defray such costs as worker's compensation, liability insurance, payroll processing costs and payroll taxes. The Borough will also determine the costs to be charged for the use of its police vehicle.
- F. Officers performing off-duty employment will be considered doing employment for the Borough, shall be under the control of the Borough and its police department doing such work, and shall be subject to all departmental rules, regulations and policies during such off-duty employment.

ARTICLE 12 - ALLOWANCES

- A. Each Employee shall receive an equipment/clothing allowance of;
 - 1. A total of Thirteen Hundred and Fifty Dollars (\$1,350) detailed as:
 - i. \$850.00 for purchase of equipment/clothing per year
 - ii. \$500.00 for maintenance per year.
- B. The Borough agrees to-purchase up to three (3) bullet proof vests per year, to be distributed and used by the Employees, for each yearof this contract.
- C. The Borough agrees to provide two hundred fifty (250) rounds of ammunition per year, above and beyond the ammunition supplied for qualifications, for each Employee covered by this Agreement. The officer can elect to choose ammunition type so long as the ammunition is utilized and approved by the department for duty purposes.

MOTOR VEHICLE REIMBURSEMENT

- A. Any Employee using his/her own vehicle on official business (with approval of the Chief of Police or his/her designee) shall be compensated at the rate allowed by the I.R.S.

- B. Employees shall be compensated for travel expenses incurred while attending Police-related School.

- C. When an Employee's vehicle is used for official business, a certificate of insurance satisfying the Borough's minimum limits of coverage as well as a valid driver's license and registration shall be provided by the Employee at the Borough's request.

MEAL ALLOWANCE

- A. Employees shall be compensated Twelve Dollar (\$12.00) daily as meal allowance when assigned to attend a police-related school outside the Borough. Meal reimbursements shall not be provided under any other circumstances except while attending a full day at court out of the Borough as per Article 13, Sec. C.

EDUCATIONAL BENEFITS

- A. Any Employee actively attending and pursuing a fully accredited college program incidental to his/her employment shall receive up to six hundred dollars (\$600) per year to be utilized for books and/or tuition, providing a final grade of "C" or better is attained.

- B. Ten dollars (\$10) will be added to the Employee's base pay for each college credit the Employee has earned, starting with the sixty-first (61st) credit (e.g., a \$10 per year benefit for 61 credits), with a maximum benefit of One Thousand Dollars (\$1,000) per Employee per year.



C. College reimbursement covered under this Paragraph A. shall be approved by the Chief of Police prior to reimbursement.

D. Employees hired on or after 1/1/18 will no longer be eligible for the educational benefits of this Article.

ARTICLE 13 - COMPENSATION DAYS

COURT DAYS

A. Employees shall receive eight (8) days (96 hours) off per year to compensate for appearances in State Superior Court, Federal Court and Municipal Court.

B. Compensation shall be taken and allowed when desired by the Employee subject to the following conditions:

1. Written notification shall be submitted to the Chief of Police or his/her designee, at least three (3) days prior to leave (Court day).

2. Compensation days may be taken by the Employee the day immediately before or the day immediately following a holiday or vacation leave.

C. When an Employee must spend a full day (more than 6 hours) in Court out of the Borough, said Employee will be compensated for a Twelve Dollar (\$12.00) meal allowance.

PERSONAL DAYS

A. Each Employee shall receive three (3) personal days (36 hours) per year even if the utilization of personal days shall require the use of overtime in order to cover the regular scheduled shift, subject to the following conditions:



1. Written notification shall be submitted to the Chief of Police or his/her designee, at least three (3) days prior to leave (personal day) except in the case of emergency, in which event the notice requirement shall be waived.
2. Compensation days may be taken by the Employee the days immediately before or the days immediately following a holiday or vacation leave.
3. The annual allotment of Personal Days shall accrue and be available for use commencing on January 1 of each year. Unused Personal Days shall be lost and shall not carry over from year to year. New Employees will be awarded a pro-rated number of Personal Days based upon that portion of the calendar year they will be employed by the Borough.

SICK DAYS

- A. Each Employee shall be granted eleven (11) days sick leave per year (132 hours), with a limited right of accumulations of one hundred and seventy-five (175) days. The annual allotment of Sick Days shall accrue and be available for use commencing on January 1st of each year. New Employees will be awarded a pro-rated number of Sick Days based upon that portion of the calendar year they will be employed by the Borough.
- B. Upon retirement from PFRS, including disability retirement, the Employee shall be compensated for unused sick days by calculating the number of days at the current rate of pay. Sick time payout compensation shall not exceed \$15,000.00. If New Jersey Law is changed to mandate a lower payout even, where there is an existing contract, the lower payout set by New Jersey Law shall control.
- C. Employees will be granted a total at five (5) "family illness days" which can be used for the care of family members. Any absences over three (3) consecutive days will require medical documentation.

BEREAVEMENT LEAVE

- A. In case of death of the employee's spouse or child, the employee shall be granted four (4) days off without loss of pay. In case of death in the immediate family, an employee shall be granted leave without loss of



pay from the day of death up to and including the day after the funeral, not to exceed four (4) days. Immediate family shall be defined as employee's mother, father, brother, sister, grandmother, grandfather, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law or any relative living in the Employee's household.

B. In case of death of the employee's aunt, uncle, niece, or nephew, the employee will be granted one (1) day off without loss of pay.

C. Reasonable verification of the event necessitating the bereavement leave may be required by the Borough.

VACATION DAYS

A. Employees shall be granted vacation with pay subject to the following conditions:

YEARS OF SERVICE

0 year to 5 years
Start of 6th year to 15 years
Start of 16th year to 20 years
Start of 21st year and over

VACATION TO BE RECEIVED

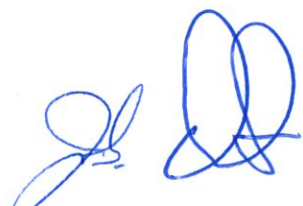
10 Days (120 Hours)
15 Days (180 Hours)
20 Days (240 Hours)
25 Days (300 Hours)

[Hire date prior to June 30th shall receive full annual credit. After July 1st annual credit shall be on pro-rated basis.]

B. Written request for leave shall be made by the Employee to the Chief of Police or his/her designee at least five (5) days prior to the requested leave time and approval or disapproval, in writing, and shall be returned from the Chief of Police or his/her designee within five (5) days of the Employee's request.

C. Two (2) or more Employees may have simultaneous vacations if said are not on the same duty shift as scheduled.

D. If an official holiday occurs during an Employee's authorized vacation, the Employee shall be entitled to an additional Vacation Day in lieu of the said holiday,



E. Any Employee covered herein may accumulate up to five (5) vacation days, which must be utilized in the next succeeding calendar year.

F. The annual allotment of Vacation Days shall accrue and be available for use commencing on January 1st of each year. New Employees will be awarded a pro-rated number of Vacation Days based upon that portion of the calendar year they will be employed by the Borough following graduation from the Police Academy.

HOLIDAYS

A. Employees shall be granted fourteen (14) holidays per year (168 hours). The following list shall constitute the recognized holidays of the Borough of Franklin for Employees covered by this Agreement:

- | | |
|-----------------------|-----------------------------------|
| 1. New Year's Day | 8. Thanksgiving Friday |
| 2. Lincoln's Birthday | 9. Christmas Day |
| 3. Good Friday | 10. Martin Luther King's Birthday |
| 4. Memorial Day | 11. Washington's Birthday |
| 5. Labor Day | 12. Easter Sunday |
| 6. Veterans Day | 13. July 4 th |
| 7. Thanksgiving Day | 14. Columbus Day |

B. Holidays shall be taken and allowed when desired by the Employee subject to the following conditions:

1. Written notification shall be given to the Chief of Police or his/her designee at least three days (3) prior to the leave.
2. Holidays may be taken by the employee the day immediately before or the day immediately following a holiday or vacation.

C. Officers who work one of the aforementioned holidays may either: 1. Elect pay at time and one-half for all hours worked on a holiday; 2. Work the holiday for straight time pay and take another day off as the holiday; or 3. Take the holiday off with pay.



D. In the event an Employee is scheduled to work on a holiday and is re-scheduled to work another shift, all hours worked on the re-scheduled shift shall be considered as worked on the holiday for the purpose of the preceding paragraph.

E. In the event a Detective is assigned to work one of the holidays listed in this agreement (in the capacity of Detective and not as Patrolman), the Detective shall be compensated at the rate of time and one-half for hours worked or be given compensatory time at such rate.

F. Time and one-half (1-1/2) pay shall be granted at the rate of one hour if an Employee works one quarter of said hour.

PRORATION OF BENEFIT TIME

A. The annual allotment of any benefit time referenced in this Article shall be prorated for the purpose of determining compensation at the time of separation from employment.

ARTICLE 14 - PENSIONS

A. The Borough's existing participation in the New Jersey Police and Fire Retirement System shall remain in effect.

ARTICLE 15 - DUES CLAUSE

A. The Borough will deduct annual PBA dues in equal amounts over twenty-four (24) pay periods each year (two per month).

B. The employer shall not be responsible for deducting dues for any other association other than the majority representative.



C. New Employees: On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the PBA a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles, and date of employment for all such employees.

ARTICLE 16 - MILITARY LEAVE

Military leave shall be granted in accordance with law.

ARTICLE 17 - FMLA AND NJFLA LEAVE

Leave under the FMLA or NJLFA shall be granted consistent with Borough policy.

ARTICLE 18 – SEPERABILITY AND SAVINGS CLAUSE

If any of the provisions of this AGREEMENT shall be determined by a Court of proper jurisdiction to be invalid, such determinations shall not impair the validity or enforceability of the remaining provisions of this AGREEMENT.

ARTICLE 19 - FULLY BARGAINED AGREEMENT

A. 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 knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement except as required by the New Jersey Employer-Employee Relations Act (Chapter 123, P.L. 1974). This Agreement shall not



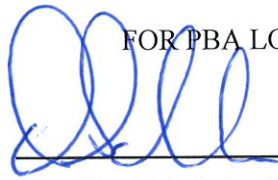
be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and remains in full effect until such time as a new AGREEMENT is executed.

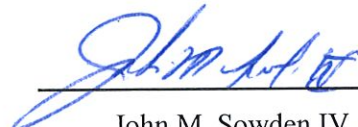
ARTICLE 20 - TERM AND RENEWAL

This Agreement shall have a term from January 1, 2021 until 11:59 PM December 31, 2025. In the event that the Borough and the Association have not agreed upon by January 1, 2026 to terms and conditions of employment for police officers covered by this Agreement for a successor Agreement, then the terms and conditions of this Agreement will remain in full force and effect until a new Agreement is ratified by both parties. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission (PERC).

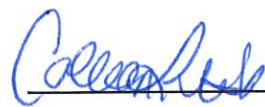
ARTICLE 21 - RECOGNITION AND SCOPE

The Borough hereby recognizes the PBA Local 404, as the sole and exclusive negotiating representative for all Patrolmen, Sergeants, and Lieutenants in the Franklin Borough Police Department, pursuant to the New Jersey Employer Employee Relations Act and the authority of the Public Employment Relations Commission for the State of New Jersey established under such law. This Agreement shall govern all wages, rights, and working conditions for the members of the bargaining unit recognized hereunder.

FOR PBA LOCAL 404

Date: 8/2/22
David P. Schneider, President

FOR THE BOROUGH OF FRANKLIN

Date: 8/2/22
John M. Sowden IV, Mayor

ATTEST


Date: 8/2/22
Colleen Little, Deputy Municipal Clerk



SALARY GUIDE

PATROLMAN

			2021	2022	2023	2024	2025
	Mths	Step	2.0%	2.25%	2.25%	2.25%	2.25%
Patrolman 1	0	1	44,716	45,722	46,751	47,803	48,878
Patrolman 2	12	2	49,943	51,067	52,216	53,391	54,592
Patrolman 3	24	3	55,171	56,412	57,681	58,979	60,306
Patrolman 4	36	4	60,398	61,757	63,147	64,568	66,020
Patrolman 5	48	5	65,626	67,102	68,612	70,156	71,734
Patrolman 6	60	6	70,853	72,447	74,078	75,744	77,449
Patrolman 7	72	7	76,081	77,793	79,543	81,333	83,163
Patrolman 8	84	8	81,308	83,138	85,008	86,921	88,877
Patrolman 9	96	9	86,536	88,483	90,474	92,509	94,591
Patrolman 10	108	10	91,763	93,828	95,939	98,098	100,305
Patrolman 11	120	11	102,881	105,196	107,563	109,983	112,458

SERGEANT

			2021	2022	2023	2024	2025
	Mths	Step	2.0%	2.25%	2.25%	2.25%	2.25%
Sergeant 1	0	1	106,300	108,692	111,138	113,638	116,195
Sergeant 2	12	2	109,681	112,148	114,672	117,252	119,890
Sergeant 3	24	3	113,146	115,691	118,294	120,956	123,677

LIEUTENANT

			2021	2022	2023	2024	2025
	Mths	Step	2.0%	2.25%	2.25%	2.25%	2.25%
Lieutenant 1	0	1	118,788	121,461	124,194	126,988	129,845
Lieutenant 2	12	2	123,814	126,600	129,448	132,361	135,339
Lieutenant 3	24	3	128,838	131,737	134,701	137,732	140,831



Borough of Franklin, County of Sussex

Resolution #2022-69

RESOLUTION OF THE GOVERNING BODY OF THE BOROUGH OF FRANKLIN APPROVING POLICE CONTRACT WITH THE PBA LOCAL 404 2021 TO 2025

WHEREAS, the Police Officers in the Borough of Franklin are represented by the PBA Local 404;

WHEREAS, the Borough entered into a Memorandum of Understanding with the PBA on December 23, 2021;

WHEREAS, negotiations have now been completed to the Collective Bargaining Agreement between the Borough and the PBA;

WHEREAS, the Administrator recommends approving the contract;

WHEREAS, the Mayor and Council have had an opportunity to review a proposed contract for 5 years starting January 1, 2021 through December 31, 2025;

NOW THEREFORE IT BE RESOLVED by the Mayor and Council of the Borough of Franklin that the PBA Local 404 contract as presented is hereby approved and the Mayor is authorized to execute the contract on behalf of the Borough.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Borough of Franklin in the County of Sussex and State of New Jersey on this 26th day of July 2022.


Darlene J. Tremont, Municipal Clerk

Dated: July 26, 2022

RECORD OF COUNCIL VOTES				
COUNCIL MEMBER	AYES	NAYES	ABSTAIN	ABSENT
CONCETTO FORMICA	X			
RACHEL HEATH	X			
JOSEPH LIMON		X		
JOHN POSTAS	X			
STEPHEN SKELLENGER	X			
GILBERT SNYDER		X		
MAYOR SOWDEN (Tie Only)				