

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

RESOLUTION NO. R-181-23

**RESOLUTION AUTHORIZING THE TOWNSHIP OF FRANKLIN
ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF AGREEMENT
(MOA) WITH THE NEW JERSEY STATE POLICEMEN'S BENEVOLENT
ASSOCIATION LOCAL 122 (FRANKLIN TOWNSHIP SUPERIOR OFFICERS)**

WHEREAS, the Township of Franklin ("Township") superior officer collective bargaining agreement expires on 12/31/2023; and

WHEREAS, the Township of Franklin has reached a memorandum of agreement between itself and the NJ PBA local 122, which represents the superior officers of the Franklin Township Police Department; and

WHEREAS, the Township has determined that it is the best interest of the Township and the NJ PBA local 122 to enter into this MOA effective to January 1, 2024 and expiring December 31, 2025;

NOW THEREFORE BE IT RESOLVED, by the Township Committee of the Township of Franklin, Gloucester County, New Jersey, as follows:

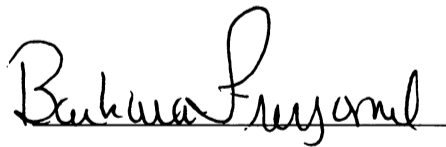
1. The Township Administrator is authorized to sign the MOA, and,
2. The Township Administrator and the representatives of NJ PBA local 122; superior officers will draft a complete collective bargaining agreement with the additions, changes and removals of articles as described in the MOA. Said completed CBA will then be submitted to the Township Committee for review and approval.

Adopted: August 8, 2023

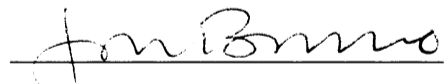
COMMITTEE MEMBER	MOTION	2 nd	YES	ABSTAIN	NO	ABSENT
T. Doyle		✓	✓			
J. Keen			✓			
M. Marsh			✓			
H. Flaim	✓		✓			
J. Bruno			✓			

ATTEST:

TOWNSHIP OF FRANKLIN



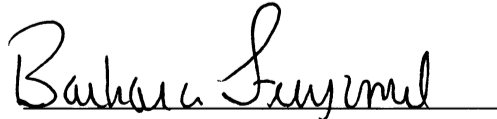
Barbara Freijomil, Clerk



John Bruno, Mayor

CERTIFICATION

I, Barbara Freijomil, Clerk of the Township of Franklin, County of Gloucester, do hereby certify that the forgoing Resolution was presented and duly adopted by the Township Committee at a meeting held on Tuesday August 8, 2023.



Barbara Freijomil, Clerk

WHEREAS, the Township of Franklin (Employer or Township) and the Superior Officers Association (Union or PBA Local 122), herein collectively referenced as “the Parties”, have negotiated terms to modify the current collective bargaining agreement (CBA) with a term of January 1, 2024 through December 31, 2025; and

WHEREAS, as a result of negotiations, the Union and Employer have reached an agreement on changes to the terms and conditions of the CBA to be included in a successor contract.

WHEREAS, the Union and the Employer desire to reduce these terms and conditions of agreement to a written Memorandum of Agreement, the terms of which shall be included in a successor agreement.

NOW THEREFORE, the Union and Township agree the current 2020 – 2023 contract shall be modified as follows:

1. **PREAMBLE.** The preamble section above is hereby incorporated by reference as if fully set forth herein.
2. **DURATION.** **Article XXV, page 38** shall be amended to delete the paragraph in its entirety and replace it as follows:

“This agreement shall be in full force and effect as of January 1, 2024 and shall remain in effect to and including December 31, 2025. The economic terms of this agreement including salaries, benefits, increases and fringe benefit changes shall apply effective January 1, 2024 unless otherwise specified in the agreement, and only for those employees on the Township’s payroll as of the date of the signing of this Agreement.”

3. **MANUAL SKILL INCENTIVES.** **Article XVIII, page 18** shall be amended to delete the manual skills incentives, resulting in a one-time \$2,270 dollar increase to salaries in 2024.
4. **SALARIES.** **Article VI, page 6** of the current CBA shall be amended as follows:

The guide adjustment shall be as follows:

January 1, 2024: 2.5%

January 1, 2025: 2.5%”

- ii. **SALARY GUIDE.** Delete the guide on **page 18** of the current CBA and replace it with the guide attached as Schedule A.

Chart below designates 2.5% raise plus \$3,270 roll in effective 1/24 then 2.5% raise 1/25:

Classification	January 2023	January 2024	January 2025
Captain	\$130,663.31	\$137,199.89	\$140,629.89
Lieutenant	\$124,441.46	\$130,822.50	\$134,093.06
Sergeant	\$111,012.30	\$117,500.00	\$120,437.50

4. **COMP TIME. Article IX, pages 21-24, paragraph C shall be revised as follows:**

i. Delete sub paragraph 1 on page 23 and replace it with the following language:

“As of January 1, 2023, Compensatory time is no longer able to accrue or be received for overtime worked. Compensatory time balances in each officer’s “time-bank” as of the date of this agreement will remain for officer use. Officers can also request to buy down accrual balances in eighty (80) hour increments. Due to budgetary constraints the township requests that if possible officers make notification to the Township Administrator if more than eighty (80) hours is going to be requested to be paid out in more than 1 calendar year. Comp time accruals and payouts shall be calculated pursuant to applicable statute(s).”

ii. Delete Paragraph 2 on page 23.

iii. Delete paragraph D on page 23 and replace it as follows:

“D. If any employee is called in on a day off or regular time off, he/she shall receive three (3) hours of pay at the overtime rate of pay, provided such work is not contiguous with the employee’s workday. Prescheduled training days, such as rifle qualifications, shall be paid a minimum of three (3) hours or actual time spent at range including time from station to range and back to station, whichever is greater.”

5. **UNIFORMS. Article XI, page 24, shall be amended to delete the article in its entirety and replace it as follows:**

“A. All cleaning and maintenance of uniforms shall be paid for by the Employer. Those officers assigned to the Detective Bureau will not receive uniforms or police service shoes. Effective January 1, 2024, detectives shall receive an annual clothing allowance of \$1,250.00 pay for plain clothes duty. Officers shall furnish receipts for reimbursement up to the annual allowance, and remaining balances of the annual clothing allowance shall be paid to the officer in the first pay of December. Proration of the detective clothing allowance based on service for a portion of the year will be handled by the Chief of Police or their designee. Those officers assigned to a specialized unit will receive uniform items as needed at the discretion of the Chief of Police.

B. Effective January 1, 2024 an annual clothing allowance of \$1,000.00 will be created for uniformed Superior Officers. Uniform purchases shall be made at an approved vendor. Officers shall furnish receipts for reimbursement up to the annual allowance, and remaining

balances of the annual clothing allowance shall be paid to the officer in the first pay of December.

C. 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 (\$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 Shift Commander."

6. OVERTIME, EXTRA DUTY & COURT TIME:

i. Article IX, page 21, shall be amended as follows:

Paragraph B (1) shall be amended as follows at end of paragraph: *In lieu of payment, attendance at any training at the discretion of the Chief or his designee, Supervisors maybe give off a subsequent amount of time (at time and a half) of actual time spent in training class which shall be used in the same or following pay period. Requests for time off must be made in writing and cannot cause additional overtime for supervisory shift coverage. (4 hour training = 6 hours training leave time).*

7. SICK TIME. Article XIV, pages 29 to 31, shall be amended as follows:

i. **Paragraphs A(2) and A(3) on pages 15 to 16** shall be deleted and replaced as follows:

"2. Sick leave time shall be issued up front on January 1 of each year, but it is earned on a monthly basis throughout the year. Sick leave accrual will be prorated on a monthly basis according to an officers employment start date in the first year of employment and it shall be prorated on a monthly basis should an employee terminate employment prior to the end of the year for any reason including retirement."

ii. **Paragraph B (1) on page 30** shall be edited to delete the first sentence and replace it as follows:

"Upon retirement, said employee shall be entitled to payment for 100% of their accrued sick time up to a maximum payout amount of \$15,000."

iii. **Paragraph B (3) on page 16** shall be amended to delete the paragraph and replace it as follows:

"3. Disability Retirement. 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. The employee shall be entitled to payment for 100% of their accrued sick time up to a maximum payout amount of \$15,000.

8. VACATION ACCRUAL AND PRORATION.

i. Article XVI, paragraph A on page 32, shall be amended to correct the following time accruals;

“after five (5) years of service: 180 hours”

“after ten (10) years of service: 192 hours”

“after fifteen (15) year of service: 228 hours”

ii. Article XVI, paragraph B on page 32 shall be amended to add the following sentence immediately after the first sentence:

“This means the current year accrual plus credited accrual amounts from the previous calendar year pursuant to the terms of this agreement, not to exceed two (2) years’ worth of total accrual time.”

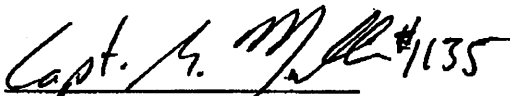
ii. Article XVI, paragraph C on page 19 shall be deleted in its entirety and replaced with the following:

Vacation will be issued in a lump sum into an employee’s time bank on January 1 but it will be earned on a prorated monthly basis in the event the employee leaves prior to the end of year.”

9. INCENTIVE PAY FOR COLLEGE DEGREES.

I. Article XVII, add paragraph F on page 34:

Incentive pay for Associates, Bachelor of Arts and Master’s Degree have been eliminated through negotiations by rolling in of \$1,000.00 into base pay for 2024.



Captain G. Muller



Lieutenant J. McGuigan



Sergeant A. Rojas



Mayor J. Bruno



Matthew Finley, Administrator



Barbara Freijomil, Clerk