

AGREEMENT
BETWEEN
THE TOWNSHIP OF FRANKLIN
AND
FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION
LOCAL 88

January 1, 2019

To

December 31, 2023

Handwritten initials/signature

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FMBA AGREEMENT

Township of Franklin, Employer

between:

Firefighters Mutual Benevolent Association

Local #88

THIS AGREEMENT made and entered into as of this ____ day of _____ between the TOWNSHIP OF FRANKLIN, 475 DeMott Lane, Somerset, New Jersey, hereinafter referred to as the "EMPLOYER", and LOCAL 88, NJ STATE FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION, a labor organization with its principal place of business at 1447 Campbell Street, Rahway, New Jersey hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the Union has presented proof that it represents a majority of civilian Emergency Services employees employed by the Township of Franklin, excluding supervisors within the meaning of the Act.

WHEREAS, the Township of Franklin by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for Fire Marshals, Senior Fire Marshal, 9-1-1 Police Telecommunicators and the Deputy Chief Fire Marshal, excluding supervisors within the meaning of the Act.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

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ARTICLE 1
RECOGNITION

Section 1. The Township of Franklin hereby recognizes the Union as the sole and exclusive bargaining agent for Fire Marshals, Senior Fire Marshal, 9-1-1 Police Telecommunicators and the Deputy Chief Fire Marshal now employed or to be employed in the Township, excluding supervisors of the Township of Franklin in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

Section 2. The Bargaining Unit shall consist of all Fire Marshal, Senior Fire Marshal, 9-1-1 Police Telecommunicator and the Deputy Chief Fire Marshal positions under the Act.

Section 3. Wherever, used herein the term "Employees" shall mean and be construed only as referring to all employees covered by this Agreement.

Section 4. The job title change from Fire Prevention Officer to Fire Marshal does not constitute a change in job description. Unit members acknowledge that the position of Fire Marshal is excluded from enrollment in the New Jersey Police and Fire Pension System (PFRS).

ARTICLE 2
AGENCY SHOP PROVISION

REPRESENTATION FEE: If an employee does not become a member of Local 88 during any membership year from January 1, through December 31, which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to Local 88 for that membership year.

Prior to the beginning of each membership year, Local 88 will notify the employee in writing of the amount of the regular membership dues which Local 88 intends to charge to its members for the membership year. The Representation Fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

During each membership year covered in whole or in part of this Agreement, Local 88, will submit to the Employer a list of those employees who have not become members of Local 88 for the then current membership year. The Employer will deduct from the salaries of such employees the full amount of the Representation Fee and will promptly transmit the amount so deducted to Local 88.

The Employer will deduct the Representation Fee in equal installments as nearly as possible from the pay checks paid to each employee on the aforesaid list during the membership year in question. The deductions will begin with the second pay check paid after receipt of the aforesaid list by the Employer.

If an employee who is required to pay a Representation Fee terminates his or her employment with the Employer before Local 88 has received the full amount of the Representation Fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last pay check to said employee during the membership year in question.

Local 88, will notify the Employer in writing of any change in the list provided to the Employer and will notify the Employer of any change in the amount of Representation Fee.

Section 1. Agency Shop Indemnification

Local 88, hereby agrees to indemnify, defend, and save harmless the Township of Franklin from any claim, suit or action, or judgments, including reasonable costs of defense which may be brought at law or in equity or before any administrative agency with

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regard to or arising from the deduction from the salaries of any employee of any sum of money as representation fee under the provisions of this Agreement.

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ARTICLE 3
EMPLOYEE RIGHTS PROVISION

- (a) The Township acknowledges that employees subject to this agreement are public employees having certain rights under the laws of the State of New Jersey to form, join and assist any employee, or organization, or to refrain from any activity, or both. The Township and the FMBA agree that employees under this agreement shall be free to exercise any of these rights without fear of penalty or reprisal

- (b) If any negotiation session, arbitration, or any Public. Employment Relations Commission hearing is scheduled more than seven (7) days in advance, any FMBA member required to attend shall notify the Chief of Police or Township Manager of such intention in writing. No approval shall be required.

- (c) Two FMBA representatives plus necessary participants are entitled to attend grievance arbitration and PERC hearings without loss of pay.

- (d) The officers of the FMBA (President, Vice President, Treasurer, Secretary, Delegate and Alternate Delegate) will comprise the negotiations committee and will be allowed to attend all negotiations and interest-arbitration sessions subject to maintaining staffing minimums.

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ARTICLE 4
GRIEVANCE PROCEDURE

Section 1. A grievance shall be a claim by an employee who has been harmed by the interpretation or application of this Agreement.

Section 2. A grievance to be considered under this procedure must be in writing within fourteen (14) calendar days from the time when the cause of the grievance occurred, or when an employee would have first become aware of the cause and the procedure following shall be resorted to as the said means of obtaining adjustment of the grievance.

Section 3. Procedure

(a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

(b) The grievance, when it first arises, shall be taken up orally between the employee, the delegate, and the Supervisor. The Supervisor shall within five (5) working days thereafter give an oral or written answer on the grievance.

(c) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and within five (5) days the delegate shall serve the same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the Director of the Department and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.

(d) If the decision given by the Director of the Department to the Union does not satisfactorily settle the grievance, the Union shall notify the Township Manager, who shall arrange an informal conference with the Personnel Officer within (5) working days. The Personnel Officer shall issue a written determination within five (5) working days of the informal conference.

(e) If the decision given by the Personnel Officer to the Union does not satisfactorily settle the grievance, the Union shall notify the Township Manager, within five (5) working days of its desire to meet with the Township Manager, who shall meet with a representative of the union within five (5) working days after receipt of such notice by the Township Manager. A written decision

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shall be given to the Union within five (5) working days thereafter, except this time period may be extended by mutual agreement.

(f) In the event the grievance is not satisfactorily settled by the meeting between the Township Manager and the representative of the Union, then both parties agree that within ten (10) calendar days either party may request the New Jersey State Mediation or Public Employment Relations Commission to aid them in the selection of an Arbitrator, according to the rules and regulations of the Board or Commission, respectively, who shall have full power to hear and determine the dispute, and the Arbitrator's decision shall be final and binding.

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

Section 4. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the Arbitration provisions of the Agreement.

(a) The arbitrator shall be bound by the provisions of this Agreement and by the applicable laws of the State of New Jersey and the United States and decisions of the courts of the State of New Jersey and United States. The arbitrator shall not have the authority to add to, modify, detract from or alter the provisions of this Agreement or any amendment or supplement thereto. In rendering his written award, the arbitrator shall indicate his findings of fact and reasons for the decision. The arbitrator's decision shall be final and binding upon the parties subject to applicable court proceedings.

(b) Either party may direct the arbitrator to decide, as preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

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Section 5. The cost of the Arbitrator shall be shared equally by the Employer and the Union.

Section 6. The Union will notify the Employer, in writing, of the names of its employees who are designated by the Union to represent employees under the grievance procedure.

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ARTICLE 5
SENIORITY

Section 1.

- (a) The Employer shall establish and maintain a seniority list of employees and names and dates of employment. Employment date shall be original date of hire on payroll. The employee with the longest length of continuous and uninterrupted Department service to be placed on the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the end of the list.
- (b) In the event of a temporary absence, shortage, or creation of a new employee position as defined in Article 1 of this contract, the Employer shall give consideration in accordance with the following:
1. Ability to perform duties of position.
 2. Possession of necessary technical skills and licenses.
 3. Length of service within the department.
 4. Length of service within the Township.
- (c) This section shall in no way impede the Employer's ability to hire from outside the bargaining unit.

Vacancies shall be posted on the Township bulletin board.

Section 2. Probationary Period

(a) The first one hundred and eighty (180) days of employment for all new employees shall be considered a probationary period.

(b) During the aforementioned probationary period, the Employer may discharge such employee for any reason whatsoever. An employee discharged during this probationary period shall not have recourse to the Grievance Procedure as set forth in this Agreement. The Employer shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

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(c) Initiation fee and Union dues will be deducted upon completion of the employee's probationary period.

Section 3. Force Reduction

(a) In the event of a reduction in the number of persons in a job classification within a division or department, or of the abolishment of a job classification within a division or department, the displaced employee may bump into a classification within the division or department first which carries the same rate of pay, secondly, into a classification carrying a lesser pay only if said employee is qualified to perform the duties and is of greater seniority than the employee being bumped.

(b) Notice of any impending lay-off shall be placed upon the bulletin board thirty (30) days prior to the lay-off.

(c) In the event of a recall from lay-off, employees will be recalled in the inverse order of the lay-off (by each position title in each department). The name of any employee who is laid off shall appear on the recall eligibility list for a period of six months following the date of lay-off.

(d) An employee's seniority shall cease under the following conditions:

1. Resignation or termination of employment for cause.
2. Lay-off of more than six (6) consecutive months.

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ARTICLE 6
HOURS OF WORK AND OVERTIME

(See Addendum A for 911 Tele-Communicators)

Section 1. DELETED

Section 2. Any work performed beyond forty (40) hours in any work week shall be considered overtime compensated for at one and one half (1½) times the regular hourly rate of pay.

Section 3. Any work performed on Saturday of the employee's normal work week shall be compensated for at one and one half (1½) times the regular hourly rate of pay and all work performed on Sunday of the employee's normal work week shall be considered overtime and compensated for at two (2x) times the regular hourly rate of pay.

Section 4. Overtime shall be distributed on a seniority basis among the employees qualified in their department and capable of performing the work available. An employee shall not be removed from a job the said employee has been performing on that day or a job that has previously failed an initial inspection. It is understood that this policy can be deviated from for the purposes of training a new Fire Marshal.

Section 5. In the event an employee is called back to work for unscheduled emergency after the conclusion of a normal work shift, the employee will be entitled to a minimum of two (2) hours pay at the overtime rate (see Addendum D for Fire Prevention Officers).

Section 6. Except in case of emergency or in the event of the performance of an assigned job, no seasonal or temporary part-time employee shall perform in excess of forty (40) hours per week the duties of employees in the bargaining unit.

Section 7. Absence of Supervisor

See Addendum B.

Section 8. Compensatory Time

It is agreed that members of the bargaining unit, upon prior approval of their Department Head, shall have the option of accruing and utilizing compensatory time as follows:

1. Maximum accrual of compensatory time for Fire Prevention Officers to be Four Hundred Eighty (480) hours.
2. Maximum accrual of compensatory time for 911 Telecommunicators shall be Four Hundred Eighty (480) hours.
3. Compensatory time has been defined as: time in lieu of paid overtime, which employees may accrue in excess of the normal workday to use as time-off. Compensatory time may not be accrued by skipping paid break or lunch period.
4. An employee shall be permitted to use compensatory time within a reasonable period after making the request if the use of such time does not unduly disrupt operations of the Township.

Section 9. Schedule Change

Subject to the right of management to change the schedule as needed, Fire Prevention Officers shall work a 4 day per week, 10 hour per day work schedule either Monday-Thursday or Tuesday-Friday per management discretion. If a Fire Prevention Officers scheduled day off falls on a holiday, they will receive a floating holiday which must be used within a 3 month period.

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ARTICLE 7
HOLIDAYS

Section 1. The Employer guarantees to all Employees within the bargaining unit the following holidays with full pay for eight hours at the Employee's regular straight time rate of pay, though no work is performed on such days.

New Year's Day	Election Day -Nov.- General
Martin L. King's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	1/2 Day Christmas Eve
Independence Day	(afternoon)
Labor Day	Christmas Day

Section 2.

(a) Employees who work on any of the above holidays shall be paid for such work at the rate of two and one half (2½) times the Employee's regular rate, which shall include the holiday pay. To be eligible for holiday pay, said Employee must work the scheduled work day before and the scheduled work day after the holiday unless the day is an excused day with pay.

(b) A holiday is defined as the twenty four (24) hour period beginning with 12:01 a.m. and ending 11:59 p.m.

Section 3. If a holiday falls on a Saturday or Sunday, it shall be celebrated and compensated accordingly on the day preceding or the day following such holiday. (See Addendum A for Tele - Communicators.)

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ARTICLE 8
PERSONAL DAY

Section 1. Effective January 1, 2013 employees shall receive three (3) personal days. Each personal day shall be equal to the number of hours worked per day as per current schedule.

These personal days must be utilized during the calendar year from January 1, through December 31.

These days are noncumulative and cannot be used in conjunction with holiday, vacation or sick leave.

To use a Personal Day, the employee must call and talk with their supervisor before the start of work and state that they are taking a personal day. No documentation will be required. If Employee wishes to carry over to the next year, a letter must be written to the Township Manager for approval by December 1st each year of the contract.

Personal days can be used in half ($\frac{1}{2}$) day segments.

For new employee, personal days shall be prorated for the first year of employment. Employees hired prior to May 1st will receive three (3) days. Employees hired between May 1st and August 31st will receive two (2) personal days and employees hired after August 31st will receive one (1) personal day.

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ARTICLE 9
VACATIONS

Section 1. The Employer agrees to grant all Employees within the bargaining unit vacations with pay in accordance with the following schedules in each year of this Agreement.

If an Employee is hired and works six (6) months, he shall be entitled to five (5) vacation days and if he works another six (6) months, he shall be entitled to another five (5) vacation days.

For Employees hired prior to December 15, 2014:

<u>Length of Service</u>	<u>Vacation</u>
Years 2 through 5	12 days per year
Years 6 through 10	15 days per year
Years 11 through 15	20 days per year
Years 16 through 20	25 days per year
Years 21 and over	30 days per year

For all employees hired on or after December 15, 2014 the vacation leave shall be as follows:

- a. Year 1-One (1) day per full month of service not to exceed ten days. Vacation will accrue, but will not be used until after the six (6) month probationary period.
- b. Completion of five (5) years of service with the Township, twelve (12) days
- c. Completion of ten (10) years of service with the Township, fifteen (15) days
- d. Completion of fifteen (15) years of service with the Township, twenty (20) days
- e. Completion of twenty (20) years of service with the Township, twenty-five (25) days.

Section 2. The vacation accrual shall be sent to each department monthly. In preparing final vacation schedules, selection of vacation in conflict shall be based on Department seniority.

Section 3. Vacations may be taken anytime between January 1st and December 31st. Half ($\frac{1}{2}$) days are permissible.

Section 4. Any Employee may accrue up to two (2) years vacation time.

Section 5. Vacations may be scheduled in accordance with

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Employee's discretion, however, said schedule shall not conflict with the best interests of the division or department.

Section 6. Vacation time will be credited and may be used by the employee as of January 1 of the year in which it will be earned.

Any employee who leaves the employment of the Township for any reason, and who has taken vacation before it has been earned, shall reimburse, in full, the Township the cash value of the amounts paid to him/her for all unearned vacation.

Section 7. Employees hired after the ratification of this collective bargaining agreement (_____ 2022) shall not receive payment for unused accumulated vacation time at retirement.

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ARTICLE 10

LEAVES

Section 1. Leaves of Absence Without Pay

a. By making application thirty (30) calendar days prior to the effective date, Employees may apply to the Township Manager for a leave of absence without pay. Employees may be granted up to ninety (90) days approved absence without loss of adjustment to seniority rights.

The Township shall maintain contributions to health, welfare, disability income protection and pension benefits (PERS) for the first ten (10) days of leave of absence without pay if said employee has not been granted a similar leave of absence within a three (3) year period of the current request. The Employee shall deposit with the Township funds to cover the above costs from the eleventh (11) day to the end of said leave of absence without pay (not to exceed ninety (90) days).

If an employee has been granted a leave of absence without pay within a three (3) year period of a current request, said Employee shall deposit with the Township funds to cover continuation of the cost of all Employer contributions to health, welfare, disability income protection and pension benefits, to include the Public Employees Retirement System, for any period of leave of absence without pay if it is desired to continue benefits through the leave of absence without pay period.

After thirty (30) days absence in a no-pay status, the employee will no longer accrue on a pro-rata basis, sick leave, vacation or seniority. Further, the employee's anniversary date will be adjusted forward to reflect the number of days missed during said leave.

b. On exhaustion of sick leave benefits, the Employee shall automatically be placed on leave of absence without pay. (If there is no coverage under the temporary disability insurance program). The Employee shall furnish the Township Personnel Director with a medical statement as to disability, at least every thirty (30) calendar days. As a standard rule regarding physical disability, disability without compensation shall not exceed ninety (90) days. The Township may cause the Employee to establish their continuing disability at any time through medical examination by a Township appointed physician.

c. On temporary disability, for those who apply and are qualified, the terms of the contract for payment of temporary disability insurance, such periods of payment are automatically

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considered as leave without pay subject to the following:

1. Those full time Employees in a no-pay status with less than two (2) years of Township service shall be entitled to full benefits for the first thirty (30) calendar days of a temporary- disability-insurance-covered leave.
2. Those full time Employees in a no-pay status with two (2) years or more of Township service shall be entitled to full benefits for the first one hundred eighty (180) calendar days of temporary-disability-insurance-covered leave.
3. On the 31st or 181st calendar day, respectively, of a temporary disability leave in a no-pay status, the Employee shall be responsible for the Township share as well as the Employee share for those benefits to which the Township contributes in part or wholly.
4. On termination of benefits, the Employee is expected to return to work. Continued absence shall be considered to be a defacto resignation.

Section 2. Paid Sick Leave

a. One (1) day (8 Hours = 1 Day) of paid sick leave per month shall be authorized to full time Employees upon completion of a probationary period and same shall be cumulative from year to year. During the one hundred and eight (180) day probationary period employees shall accumulate sick leave but it may not be used until after the completion of the probationary period. When necessary, quarter (1/4) day sick leave may be taken. To obtain payment for sick leave next preceding or next following a holiday or vacation, sickness must be substantiated by a doctor's certificate.

b. Should an Employee become sick into the workday, said Employee shall be allowed to take sick leave. A minimum of a 1/4 of a day will be charged.

c. Eligibility

1. Personal illness or physical incapacity resulting from causes beyond the employee's control.
2. The illness of a member of the Employee's household that requires the Employee's personal care and

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attention (not to exceed three (3) days).

3. Absence from duty because of non-work related accident or illness (unless said Employee is on disability) or off-duty exposure to contagious disease which requires isolation.
4. Enforced quarantine of the Employee in accordance with community health regulations.

Whenever deemed necessary, an Employee using sick leave may be required to present medical verification of the cause for use of such sick leave.

d. Verification

1. The Township Manager may require proof of illness of an Employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
2. Sick leave with pay shall not be allowed if an Employee fails to comply with the requirements of Article (9).
3. All 911 Telecommunicators reporting on sick leave shall notify the Township one (1) hour prior to the start of the Employee's tour of duty. All other Employees must notify the Township at the start of their shift.
 - a. The nature of the illness.
 - b. The telephone number where the Employee may be contacted during sick leave.
4. Failure to notify the Department Head or supervisor may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An Employee who is absent and fails to notify the Department Head or supervisor could be subject to dismissal.
5. In all cases of reported illness that does not require hospitalization, the Employee shall notify his/her supervisor if it becomes necessary for that Employee to leave his/her residence during the

Employee's normal shift hour.

e. Miscellaneous

1. In charging an Employee with sick leave, the smallest unit to be considered is a quarter (1/4) of a workday.
2. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.
3. Any Employee who calls in sick and engages in outside employment during his/her normal Township working hours shall be subject to discipline.
4. The supervisor may visit the employee (only during the employee's regular shift hours) who is on sick leave at his/her residence or place of confinement. Such visits shall be recorded by a supervisor on a sick leave form.
5. The supervisor may telephone the Employee who has reported on sick leave at his/her place of confinement during the scheduled work day(s). In the event an answering machine is encountered by the Employer, the Employee shall have 30 minutes to respond to the Employer's telephone call. Failure to comply with this requirement may subject the Employee to disciplinary charges. It is agreed that the Employee does not waive his/her right to appeal discipline resulting from this section.
6. Each employee will be credited with annual sick days as of January 1 each year to be used during the calendar year, provided that in the event an employee leaves during the year and he/she has taken more than his/her pro rata share of sick leave, any excess sick leave will be deducted from the final paycheck.
7. Employees hired after the ratification of this collective bargaining agreement (March 15, 2021) shall not receive payment for unused accumulated sick leave at retirement.

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Section 3. Bereavement Leave Pay

A. Members of the Bargaining Unit shall be entitled to up to five (5) days off with pay at the straight time rate in the event of the death of a member's spouse, child/step-child, parent/step-parent or parent-in-law.

B. In the event of the death of a member's grandparent, sister, or brother, the employee shall be entitled to up to three (3) days off with pay at the straight time rate.

C. In the event of the death of a member's grandchild, sister-in-law, or brother-in-law or anyone not listed above but someone who regularly lives with a bargaining unit member, that member shall be entitled to three (3) days off with pay at the straight time rate.

D. In the event of the death of a member's grandparent-in-law, aunt, uncle, niece, nephew or first cousin, the employee shall be entitled to one (1) day off with pay at the straight time rate.

E. In the event a Firefighter or Tele-communicator is killed in the line of duty in the State of New Jersey, the Township and FMBA Local 88 will designate two (2) members of the FMBA to attend the funeral. One representative will be chosen by the Township Manager and one by Local 88.

Section 4. Jury Duty

An Employee who is called for jury duty shall be paid his regular straight time rate of pay in addition to jury duty pay, upon presentation of proper evidence of jury service. However, the employee shall be required to give prior notice to the Employer of his call for jury duty and shall be required to report to work if dismissed from jury duty on any day prior to 12 o'clock noon.

911 Tele-Communicators who are called to jury duty shall be paid his/her straight time rate of pay for their regularly scheduled shift. Attendance at jury duty will be in lieu of their regular scheduled workday.

Section 5. Convention Leave

The Township shall grant time off without loss of pay to the

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Delegate and Alternate Delegate of the FMBA, or designee, to attend any state or national convention of the FMBA

Delegates shall request this leave at least two weeks in advance.

Section 6. Conducting Association Business

The Township shall grant time off without loss of pay to one (1) delegate FMBA, or designee, to attend any state meeting which requires his/her attendance, provided that the member provides prior notice.

If the regular scheduled tours of duty are on a day of the state meeting then the Delegate shall be entitled to time off to attend the meeting.

If duration of meeting does not exceed regular scheduled tour of duty, the FMBA delegate must return duty.

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ARTICLE 11
VETERANS RIGHTS AND BENEFITS

SEE STATE STATUTE.

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ARTICLE 12
HEALTH/RETIREMENT BENEFITS

Section 1.

The Township agrees to provide the following benefits to each member of the FMBA and their eligible dependents as defined in the respective health benefits contracts. The Township agrees that in the event an improved health insurance package is obtained during the term of this Agreement that the members of the FMBA shall receive the new health benefit coverage. The Employee will make all contributions required by P.L. 2010, Chapter 2, and P.L. 2011, Chapter 78 or any amendments thereto.

NOTE 1: If during the term of this contract the Township makes other health plans or changes to the above named plans available to other bargaining units, such plans will also be made available to the employees covered by this collective bargaining agreement.

NOTE 2: After consultations with the Union, the Township may change the vendor for any of the above named plans as long as the services and out-of-pocket costs to the employees are equivalent or better for the employees.

Effective July 1, 2007

MEDICAL	PPO Plan 1 or 2
DENTAL	Dental Option Plan Dental Choice (DMO) Cigna Dental (DMO)
OPTICAL:	\$150 reimbursement per employee family per annum
DISABILITY:	The Standard
PRESCRIPTION	Non-formulary, \$0 co-pay for generic, \$4 co-pay for brand name.
DISABILITY:	Township pays 50% and all employees pay 50%.

Section 2.

a. The Township has established a plan under Section 125 of the Internal Revenue Code to provide a tax-free stipend under the Township ordinance to those employees who have medical coverage elsewhere and who elect not to enroll in the Township's medical, dental, or prescription plans. Under the Section 125 plan, the

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employee shall receive 40% of the amount the Township would have paid for enrolling the employee in the plan or plans.

b. Effective July 1, 2000, the Township will expand its Section 125 plan to allow employees to establish flexible spending accounts to which they may contribute to pay for health and other expenses as allowed under the Internal Revenue Code. Up to the amounts allowed annually under the Internal Revenue Code, employees may pay into these flexible spending accounts from their salary or wages or additionally from their stipend under subsection A of this section. Additionally, effective July 1, 2000, under the section 125 plan any employee who elects a less expensive medical plan than the one for which they are eligible may receive 40% of the Township's premium savings. This 40% may be placed in a flexible spending account to pay for other allowable benefits or may be paid out as provided under the Internal Revenue Code.

Section 3.

Upon the death of a retiree, the spouse may opt to continue coverage previously received provided that the spouse was covered prior to the death of the retiree and is not otherwise eligible for medical benefits from his/her employer.

Section 4

Employees retiring with twenty-five (25) years in the New Jersey pension system (PERS) (including their eligible dependents as defined in the respective health benefits contracts) and twenty (20) years of service with the Township of Franklin shall have the right to enroll in and receive the medical, prescription and dental benefits for which they are eligible under this agreement. Upon attaining age 65, employees shall be required to enroll in Medicare Part B at the employee's expense.

Employees hired after the ratification of this collective bargaining agreement will receive retiree health benefits until Medicare eligibility. Upon attaining Medicare eligibility, retirees will be required to enroll in Medicare Part A and B at the retiree's expense and health benefits through the Township will cease.

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ARTICLE 13
DISCHARGE

An Employee shall not be discharged except for just and sufficient cause, except that newly engaged Employees on probation shall be subject to dismissal for any cause whatsoever. The Union shall be notified of the discharge of any Employee, except the probationary Employee, at the time of such discharge, and such notification shall set forth the reason for such discharge.

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ARTICLE 14

GENERAL

Section 1. It is agreed that the parties hereto will continue their practice of not discriminating against any Employee because of race, color, creed, religion, nationality, sex, and further, that no Employee shall be discriminated against or interfered with because of legal Union activities.

Section 2. No Employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 3. The Employer shall provide reasonable bulletin board space for the posting of official Union notices.

Section 4. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions which are of benefit to all Employees, nor to interfere with any currently reserved managerial prerogative.

Section 5. The Township of Franklin reserves all rights and responsibilities granted to it by law including, but not limited to, the right to hire, fire, train, discipline and/or direct the work force.

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ARTICLE 15
SALARIES, WAGES, LONGEVITY

Section 1.

Salaries increases for all employees covered by this collective bargaining Agreement as of January 1, 2014 and each year thereafter are shown in Schedule A of this Agreement.

Section 2. Longevity

The proposed longevity schedule is designed to provide an increased incentive to both 911 Tele-Communicators and Fire Prevention Officers in an effort to aid in the recruitment and retention of these positions.

Effective 7.01.04 Longevity-Completion of:

1 year	\$1,500.00	11 years	\$4,000.00
2 years	\$1,750.00	12 years	\$4,250.00
3 years	\$2,000.00	13 years	\$4,500.00
4 years	\$2,250.00	14 years	\$4,750.00
5 years	\$2,500.00	15 years	\$5,000.00
6 years	\$2,750.00	16 years	\$5,250.00
7 years	\$3,000.00	17 years	\$5,500.00
8 years	\$3,250.00	18 years	\$5,750.00
9 years	\$3,500.00	19 years	\$6,000.00
10 years	\$3,750.00	20 years	\$6,250.00

a. Current employees will continue to receive their longevity payments (and any scheduled longevity increments) through December 31, 2012. Longevity amounts payable to current employees as of January 1, 2013 shall be rolled into an employee's base pay. Longevity will thereafter be eliminated for all current employees. B) Longevity shall be eliminated for new employees hired after October 22, 2012.

Section 3. College Degree Stipend

Upon obtaining an Associate's Degree from an accredited College or University in a related field (to be determined on a case by case basis by the Township Manager), the employee is entitled to \$1,500.00 stipend.

Upon obtaining a Bachelor's degree from an accredited college or University in a related field (to be determined on a case by case basis by the Township Manager), the employee is

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entitled to \$3,000.00 stipend.

Upon obtaining a Master's degree from an accredited college or University in a related field (to be determined on a case by case basis by the Township Manager), the employee is entitled to \$4,000.00 stipend.

Employees must attain their degree by January 31 of each year in order to be eligible to receive a college degree stipend.

Probationary employees are ineligible to receive a college degree stipend until the year following their release from probation.

Payment to be made in lump sum on 1/31 of each year.

Employees who separate employment prior to the end of the calendar year in which a college degree stipend is paid shall receive a pro-rated stipend.

Section 4. Fire Prevention Officers shall be entitled to a \$200.00 per annum clothing allowance. Effective January 1, 2015 the annual clothing allowance shall be \$800. Payment to be made in lump sum on 1/31 of each year.

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ARTICLE 16
SEPARATION AND SEVERANCE PAY

Section 1. Separation from the service of the Employer may result from voluntary resignation of the Employee.

Section 2. Employees who resign will tender their resignation in writing, at least two (2) weeks prior to the effective date of the resignation. Employees separated in good standing who have no more than two (2) years permissible vacation leave to their credit at the time of separation shall be paid the salary equivalent to accrued vacation leave.

Section 3. Upon retirement or death, after ten (10) years of service, the Employee or his/her estate will receive full payment for any unused accumulated sick leave up to one hundred (100) days computed on the basis of final wages. For the purpose of this Section, retirement date shall be the date established by the Public Employees Retirement System. Deferred retirement benefits shall not count as retirement for purposes of this section. Any Employee who is eligible to retire shall give at least twelve (12) month's notice to the Employer if they desire a lump sum payment for accumulated sick leave, otherwise payment will be made in twelve (12) equal monthly installments. The Employer shall have forty-five (45) days from receipt of the Employee's formal Notice of Retirement Approval to make final computations of amount due. No payment under this Section shall affect either by increasing or decreasing any pension or retirement benefit due the employee.

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ARTICLE 17
FULLY BARGAINED PROVISIONS

A. The Township and the Union agree that this Agreement is the complete agreement between them and that no other understandings or agreements and no practices shall be binding on the Township or the Union during the term of the Agreement unless agreed to in writing between the Township and the Union subsequent to the date of execution of this Agreement.

B. It is the intent of the parties that the provisions of this agreement, except where noted in this Agreement, will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties, shall govern their entire relationship, and shall be the sole source of all rights or claims which may be asserted.

C. This Agreement shall not be modified in part by the parties except by an instrument in writing executed by both parties.

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ARTICLE 18
TRANSFERS

Temporary transfers shall be determined by the Township Manager when deemed to be in the best interests of the Township.

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ARTICLE 19
JOB VACANCIES

Section 1. All job openings will be posted for three (3) working days prior to public advertisement. Persons apply by written letter to the Assistant Manager/Personnel Officer.

Section 2. All persons who are formally interviewed, after their written application, will be notified before the new employee starts in the job opening. The Employer will endeavor to give written or telephone notice to all applicants who are interviewed.

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ARTICLE 20
MAINTENANCE OF WORK OPERATIONS

Section 1. The Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any Employee from his position or stoppage of work, or absence in whole part or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer.

Section 2. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down or other activity aforementioned or supporting any such activity by any Employee or group of Employees of the Employer and that Union will publicly disavow each action and order all such activities to cease and desist from same immediately and return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union order.

Section 3. Nothing contained in this Agreement shall be construed to limit or restrict the Employer in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

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ARTICLE 21
MANAGEMENT RIGHTS

Section 1. The Employer 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.

a. The executive management and administrative control of its municipality, its properties and facilities, and activities of its Employees, personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Employer.

b. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and or the effective operation of the Department after advance notice to the Employees. No rule or regulation shall be implemented before discussing same with the Union. The Union has ten (10) business days to object to the regulation. If the Union does not object within this time frame, the rule or regulation shall be deemed acceptable and its reasonableness shall not be subject to the grievance procedure.

c. To set rates of pay for temporary or seasonal employees.

d. To suspend, demote or take any other appropriate disciplinary actions against Employees for good and just cause according to law.

e. Nothing contained herein shall prohibit the Employer from contracting out any work.

f. Subject to Article (5) Section (3) Force Reduction; to lay off Employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

g. The Employer reserves the right as to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Departments involved.

Section 2. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the laws and Constitutions of the State of New Jersey and of the United States.

Section 3. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities and authority under R.S.40A:1-1 et seq., or any national, state, county or local laws or regulations.

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ARTICLE 22
DISCIPLINARY ACTION

1. **POLICY** - Disciplinary action may be imposed upon an employee only for just cause.

2. **NEED FOR DISCIPLINARY ACTION** - When a Department Head or a Supervisor believes that an employee is not conforming, the Supervisor should first privately discuss the matter with the employee concerned in order to obtain the employee's viewpoint. The Supervisor should, if possible, then obtain assurance that there will not be a repetition of the incident.

If the matter is not serious, and the Supervisor is satisfied, the matter may then be dropped.

Should the Supervisor consider the offense sufficiently serious to warrant its consideration by the Department Head, the employee should be so advised, and a meeting of those attendees arranged at the earliest possible date. All facts should be presented at this meeting which should, if possible, be conclusive. A written report of the meeting, and of the action taken should be placed in the employee's personnel folder.

In the event that it appears desirable to do so, the matter may be referred to the Township Manager for review and/or such action as is warranted by the facts.

3. **DISCIPLINARY ACTIONS PROVISIONS** - Any disciplinary action taken by management against an employee must be initiated within thirty (30) days of the alleged violation or within thirty (30) days from the time that management discovers the violation.

4. **FORMS OF DISCIPLINARY ACTION** - Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, suspension (nature to be given in writing) and discharge.

1. **ORAL REPRIMAND** - Oral statement administered by Supervisor to an employee.
2. **WRITTEN REPRIMAND** - A formal statement delivered in writing by a Supervisor or Department Head to an employee.

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3. SUSPENSION - The temporary separation of an employee from employment for a defined period of time with or without pay (at the discretion of the Township Manager).

1. First Offense - One (1) Day
2. Second Offense - Three (3) Days
3. Third Offense - Ten (10) Days
4. REMOVAL - The permanent separation of an employee from employment for cause

Minor reprimand is defined as/includes oral reprimand, written reprimand, and suspensions of 3 days or less.

5. SUPERVISORY RESPONSIBILITY - Supervisor will recommend to the Department Head the degree of disciplinary action to be taken against an employee. Some of the infractions may include, but are not limited to:

1. Neglect of duty.
2. Sleeping while on duty.
3. Insubordination or serious breach of discipline.
4. Intoxication while on duty/drinking or substance abuse during work hours.
5. Chronic or excessive absenteeism/tardiness.
6. Neglect of, or willful damage to Public Property or waste of Public Supplies.
7. The use or attempted use of one's authority or official influence to control or modify the political action of any person in the service or engagement in any form of political activities during working hours.
8. Conduct unbecoming as an employee of the Township.
9. Commission of a Criminal Act.
10. Violation of the Drug and Alcohol Policy adopted by the Township. In which case, disciplinary actions will conform to the policy guideline.

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6. PROCEDURE

1. Any disciplinary action taken by management against an employee must be initiated within a reasonable amount of time of the alleged violation or within a reasonable amount of time management discovers the violation.
2. In the case of a regular suspension, it must commence within ninety (90) work days following the violation. The suspension, if more than one day, must be given in consecutive order. In the case of incidents involving more than one employee the effective dates of suspension may be staggered.
3. In the event of a serious breach of discipline by one or more employee, such employee(s) may be suspended or discharged immediately.
4. An employee is subject to immediate termination in egregious circumstances.

7. TERMINATION FOR CAUSE

1. Department Head may make a written recommendation to terminate an employee for cause when he/she feels such action is in the best interests of the Township. Such recommendation, including reasons and documentation of progressive discipline actions, shall be submitted to the Township Manager.
2. The Township Manager will meet with the Personnel officer and the Township Attorney to discuss the recommendation.
3. The Township Manager will send a copy of his decision to the employee and to the Department Head. The employee, if terminated will be advised of his/her rights to appeal the dismissal.

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ARTICLE 23
PERSONNEL FILE

Employees shall receive a copy of each derogatory or disciplinary document being placed in his or her personnel file within ten (10) days. The employee shall sign off and date any document given to him, and have the right to place a written rebuttal response to any and all disciplinary documents contained in the personnel file. All counseling notices, warnings and minor reprimands* over three (3) years old shall be deleted from the Township's personnel file provided it does not result in suspension and provided there are no subsequent reprimands, warnings, corrected and/or disciplinary actions of the same nature in the employee's file. It is further understood that all major disciplinary actions will remain in the employee's file.

*Minor reprimand as defined in Article 22, 4.

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ARTICLE 24
Donated Sick Leave Program.

The Township will establish a program of donated leave to allow for the donation of sick leave to other employees of the bargaining unit who are suffering from serious illness.

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ARTICLE 25
DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of January 1, 2019 and shall remain in effect through and including December 31, 2023 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other give notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to the expiration of this Agreement, unless both parties agree mutually in writing.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals at the Township of Franklin, New Jersey on this 29 day of April, 2022.

ATTEST:

Ann Marie McCaskey

TOWNSHIP OF FRANKLIN

[Signature]

ATTEST:

FMBA Local 88

Denise Jinstead

Pete Huns

ADDENDUM A

SPECIAL WORKING CONDITIONS FOR 911 TELE-COMMUNICATORS

Section 1. Hours of Work

The work shift shall be as follows, except if the Public Safety Director, in his/her discretion, seeks to change these hours, he/she may do so on three (3) days notice:

Day Shift	7:00 a.m. to 3:00 p.m.
Afternoon Shift	3:00 p.m. to 11:00 p.m.
Midnight shift	11:00 p.m. to 7:00 a.m.

It is understood that at the present time and at the time of this agreement, 911 Tele-Communicators are working a four-day (4) on, four-day (4) day off schedule with ten and one half (10 ½) hours each day. The schedule is for example purposes only and it is understood that Management reserves the right to change shifts as needed.

911 Tele-Communicators will be present and ready for duty ten (10) minutes before the start of their shift for briefing by the prior 911 Tele-Communicators. 911 Tele-Communicators are compensated for this by having a forty (40) minute lunch period.

911 Tele-Communicators shall be responsible for 2080 hours of work per year.

Section 2. Overtime

Overtime shall be offered to all 911 Tele-Communicators who are available before soliciting any police officers. The Township shall not be precluded from utilizing police officers as substitutes for 911 Tele-Communicators absence/vacancy when no 911 Tele-communicator is available.

The Township agrees to compensate the 911 Tele-Communicators at a rate of one and one half (1-1/2) times the regular rate of pay for all time incurred beyond the normal duty day.

The list of overtime will be posted fifteen (15) to thirty (30) days before the overtime will be worked and it will be the Employee's responsibility to sign up for the overtime.

Overtime Procedures

A time will be designated when a list of vacancies shall be posted. Vacancies shall be listed in four (4) hour blocks. Vacancies shall be posted in increments divided into two (2) equal blocks if the block exceeds four (4) hours. (i.e. Seven and a half (7.5) hour block divided into two (2) blocks of three and three quarter (3.75)

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hour each. Five (5) hour block divided into two (2) blocks of two and one half (2.5) hours each.) Personnel at that time, on a seniority basis, can take one (1) block each rotation until either all blocks are filled or all 911 Telecommunicators have signed up for their desired amount of overtime.

Whenever an unscheduled shortage occurs with less than eight (8) hours notice on any shift for 911 Tele-Communicators, the opening shall be offered to 911 Tele-communicators on the preceding shift on the basis of seniority. If no member of the shift volunteers for the opening, then the most junior 911 Tele-Communicator shall be assigned to fill the vacancy until other arrangements can be made.

For purposes of this section, probationary 911 Tele-Communicators shall be excluded from mandatory overtime assignments in those cases where the shift commander believes that the individual is not adequately qualified to assume the duties to be assigned.

Section 3. Holiday Pay

Holiday pay due to 911 Tele-Communicators shift schedule will be paid at two and one half (2 ½) times his/her hourly rate when on duty and two (2) times his/her rate if scheduled off. When working a holiday, 911 Telecommunicators will receive pay for ½ day.

Effective January 1, 2000, 911 Tele-Communicators will be paid for the holiday on July 4, December 25, and January 1 in lieu of the day the holiday is observed.

Employees shall receive a holiday check for all Township observed holidays. Checks shall be issued in the first pay of August and the last pay of December of each calendar year.

Employees hired after the ratification of this collective bargaining agreement (_____, 2022) shall receive a prorated holiday check based on the number of holidays that occur after the employee's date of hire.

Section 4. Extension of Probationary Period

Probationary Period for Tele-communicators: one (1) year and not to exceed one (1) year.

Section 5. Extra Work Days

Employees schedules for the year shall continue to be

issued on or about December 1st for the next year. The employees recognize that their schedule does not include 2080 work hours and that they are obligated to account for the extra eight (8) days as follows. Regardless of the number of scheduled days, for all purposes under this contract or otherwise the calculation of an employees hourly rate shall be base salary divided by 2080.

- a. 911 Telecommunicators working the 4 on 4 off patrol schedule will attend five (5) ten and one half (10 1/2) hour training days (workdays) with their patrol squad. In the event that the schedule is changed by Management, original policy for workdays listed below shall be in effect.
- b. One mandatory 8 hour shift to be scheduled by the Department for the purpose of mandatory training. This shift shall be scheduled Monday through Friday when possible.
- c. Four (4) eight (8) hour shifts that shall be satisfied at the employee's discretion by one of the following methods
 1. Surrender of accumulated leave time (Vacation or compensatory time)
 2. Surrender of straight time portion of the first 32 hours of overtime earned in the calendar year (for example if a member works an eight hour overtime shift they will be paid for only 4 hours at straight time instead of 12 hours)
 3. The employee will be scheduled for four (4) eight (8) hours shifts over the course of the calendar year (January 1 to December 31) on dates to be chosen by the Department. These shifts will be scheduled Monday through Friday where possible.
 4. The employee shall notify the department by November 1st of the preceding year as to their chosen method of satisfying the requirement. In the first calendar year of employment the Department will schedule new employees for the extra shifts on a pro rata basis.

Section 6. Sick Leave

Due to the various extensions of the probationary periods 911 Telecommunicators may use sick leave after one hundred eighty (180)

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days from time of hire.

Section 7. Dispatcher Training/Coaching

911 Tele-Communicators shall be compensated at the rate of \$1.50 per hour for training/coaching.

Effective January 1, 2019, 911 Tele-Communicators shall be compensated at the rate of \$2.00 per hour for training/coaching.

Section 8. Senior Telecommunicator Stipend

Employees who have completed fifteen (15) years of service and who possess a demonstrated ability and/or technical knowledge to perform one of the following functions shall be eligible to receive a Senior Telecommunicator Stipend at the discretion of Management. It is understood that these positions/assignments may be held by employees outside the FMBA bargaining unit:

- **Terminal Agency Coordinator (TAC)** - The TAC assumes the responsibility of ensuring compliance with State and NCIC policies and regulations as well as displaying knowledge about the telecommunications system and the general operation of the terminal equipment. The TAC also unifies agency responsibility for System user discipline and serves as the CSO's contact point for addressing routine and non-routine NCIC, NLETS and NJLETS matters and any other matters concerning system use that may arise. The TAC is responsible for monitoring system use, enforcing system discipline, and assuring the NCIC, NLETS and NJLETS operating procedures are followed by the agency and those agencies for whom they are responsible for (non-terminal agencies).
- **Scheduling Coordinator** - Schedule, coordinate and track dispatch overtime on a monthly, weekly, daily basis to ensure all shifts are covered appropriately. This includes being on-call and available 24/7 to receive short notice callouts and emergency vacancies. Keep abreast of special events, traffic details or weather events (i.e., extra DUI patrols, hurricanes, protests) where patrol would be increased and work with the division supervisors to ensure staffing of the dispatch center is adequate for the expected workload.
- **Telephone Database Coordinator** - Program and maintain the database for the Callworks Phone System. This includes updating as needed all phone numbers for 911 PSAPS, statewide police departments, Audix and personal phone numbers for FTPD

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officers, civilians and Franklin Township departments and employees. This includes updating database for local business, churches, hospitals, hotels, schools, utilities, fire companies, taxis, wreckers, codes for gated communities, etc. Also maintain the directory of system users and their access levels.

Stipend shall be equal to 3% above the employee's base pay and shall be included in the employee's biweekly pay.

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ADDENDUM B

Section 1. The Township created the position of Deputy or Assistant for the specific purpose of guaranteeing sufficient departmental depth so as to ensure smoothness of operation during periods in which the Department Head is absent.

Section 2. The Township reserves the right to determine if an Assistant or Deputy is to receive "acting pay" in the absence of the Department Head. This "acting pay" will not take effect due to absence relating to vacation, holidays, sickness, etc. "Acting pay" will only be awarded in those cases where it is determined that a prolonged vacancy will occur for the Department Head position due to termination, resignation, retirement or death. During such periods the Township Manager may approve "acting pay" for the affected employee.

Section 3. When an Assistant or a Deputy is acting as a Department Head, he/she will be charged with all the responsibilities and duties related to the Department Head's position.

Section 4. Compensation for "Acting Department Heads" will be based on the Salary & Wage Ordinance at the entry-level position. Said wage adjustment shall be effective as of the date indicated via memorandum signed by the Township Manager assigning the "Acting Department Head" title to the Employee so notified.

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ADDENDUM C

Section 1.

Training shall be considered in two categories as listed below:

Mandatory Training
Optional Training

Mandatory training shall be defined as training necessary to retain one's job as mandated by a state agency or department head. The Township shall be responsible for tuition costs, required educational materials and travel. The Township will endeavor to arrange such training during the normal work day. In the event that said training cannot occur during normal working hours, the Employee may either accrue compensatory time or receive overtime in accordance with this contract.

All other training shall be considered optional training. Such training courses must be taken on an Employee's own time without reimbursement for same. The Employee may petition his/her department head for tuition reimbursement if the following criteria are met:

- a. The course must be pre-approved by the Department Head and Human Resource Officer.
- b. The course work must be directly related to the Employee's position in the Township.
- c. The above is contingent on funds being properly provided in the appropriate budget.

Reimbursement for pre-approved courses shall occur as follows:

Fifty percent (50%) reimbursement shall be made to Employees after proof of enrollment and fifty percent (50%) after proof of a successful completion of such approved course.

In the event that an Employee fails or drops out of a pre-approved course, said Employee shall be responsible for reimbursing the Township.

If the Employee leaves within two (2) years of receipt of any monies under this Addendum the Employee will reimburse the Township for all monies received. This provision will include all training except as mandated by the Township of Franklin.

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- A. Should an Employee's position necessitate motor vehicle travel as a part of the Employee's job function, said employee shall be responsible for maintaining a valid driver's license.
- B. In the event that the Employee's driving privileges are suspended or revoked, the Employee must notify his/her department head at once. Under no circumstances shall an Employee without a valid driver's license operate a motor vehicle in the performance of municipal service.
- C. In the event that an employee whose position necessitates motor vehicle travel as a part of the Employee's job function, lose his/her driving privileges, the Township shall reserve the right to terminate employment. Failure of said employee to notify the Township of said suspension or revocation shall be grounds for punitive action.
- D. The Township shall endeavor to provide a vehicle to Employees affected by this section of the contract. In the event that the Township cannot provide a vehicle to said Employee, the employee must furnish their personal vehicle. In those cases where an Employee utilizes his/her personal vehicle, said vehicle shall be fully registered, inspected and insured with an insurance carrier licensed to provide automobile insurance in the State of New Jersey. Evidence of the above shall be provided to the Department Head upon request.
- E. Employees utilizing their personal vehicles shall be reimbursed at a rate equal to the allowable allotment per mile as promulgated by the U.S. Internal Revenue Service.

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ADDENDUM D

STAND BY FIRE MARSHALS

Section 1. When an Employee is assigned a "tour" of standby, he/she will receive a flat rate fee of \$400 per tour.

A tour is defined as beginning at 3:00 p.m. Wednesday and ending 2:59 p.m. the following Wednesday.

Stand-by tours will be assigned on a rotation basis and distributed equally among the unit. The Chief Fire Prevention Official will maintain a rotation schedule and forward information to payroll for individual stand-by remuneration.

Section 2. Whenever a holiday falls within a tour, Fire Marshals will receive an additional \$25.00 over and above the current rate.

Section 3. Minimum two hours paid if called in while on stand-by.

Section 4. This plan will require the Fire Marshal to carry and maintain a cellular phone for his/her tour of stand-by. This program will be in effect 365 days of the year. Fire Marshal must arrive at the designated location (incident scene) in Franklin Township within one hour of being called out.

SCHEDULE A

FIRE MARSHAL WAGE SCALE

1/1/19 - 2%
 1/1/20 - 2%
 1/1/21 - 2%
 1/1/22 - 2%
 1/1/23 - 2%

		2.00%	2.00%	2.00%	2.00%	2.00%
LEVEL	CURRENT	01.01.19	01.01.20	01.01.21	01.01.22	01.01.23
Probation		\$40,484.00	\$40,484.00	\$40,484.00	\$40,484.00	\$40,484.00
Fire Marshal I	\$ 50,484.84	\$ 51,494.53	\$ 52,524.42	\$ 53,574.91	\$ 54,646.41	\$ 55,739.34
Fire Marshal II	\$ 52,588.36	\$ 53,640.13	\$ 54,712.93	\$ 55,807.19	\$ 56,923.33	\$ 58,061.80
Fire Marshal III	\$ 55,015.53	\$ 56,115.84	\$ 57,238.16	\$ 58,382.92	\$ 59,550.58	\$ 60,741.59
Fire Marshal IV	\$ 63,106.04	\$ 64,368.16	\$ 65,655.53	\$ 66,968.64	\$ 68,308.01	\$ 69,674.17
Fire Marshal V	\$ 70,387.51	\$ 71,795.26	\$ 73,231.17	\$ 74,695.79	\$ 76,189.71	\$ 77,713.50
Sr. Fire Marshal		\$ 81,795.26	\$ 83,431.17	\$ 85,099.79	\$ 86,801.78	\$ 88,537.82
Deputy Chief Fire Marshal	\$ 80,938.29	\$ 82,557.05	\$ 84,208.19	\$ 85,892.36	\$ 87,610.20	\$ 89,362.41

*Annual salaries for Fire Marshalss hired prior to 01.01.13 will not reflect the amounts listed above, as their longevity was rolled into their base pay as per Schedule C of 2007-2013 FMBA contract).

- Fire Prevention Officers will be entitled to ½ hour paid lunch.
- Fire Marshals shall move from Level Two-Three-Four-Five at three (3) year intervals. The status change shall occur on the anniversary date of hire. A supervisory review will be conducted six (6) months prior to the date of status change."
- Fire Marshals will be entitled to move levels once the requirements of the next level are met.
- Fire Marshals shall move to Senior Fire Marshal upon meeting all requirements listed below:
 - Twenty-Five (25) years of service with the Township.
 - Completion of I.C.S. 400.
 - Completion of Incident Management Level 3.

*DMW
DA*

SCHEDULE B

TELECOMMUNICATORS SALARY SCHEDULE

Section 1. All level increases for 911 Tele-Communicators will be effective on anniversary date

		2.00%	2.00%	2.00%	2.00%	2.00%
LEVEL	CURRENT	01.01.19	01.01.20	01.01.21	01.01.22	01.01.23
Probation		\$37,000.00	\$37,000.00	\$37,000.00	\$37,000.00	\$37,000.00
1	\$39,677.81	\$40,471.36	\$41,280.79	\$42,106.40	\$42,948.53	\$43,807.50
2	\$46,303.58	\$47,229.65	\$48,174.24	\$49,137.73	\$50,120.48	\$51,122.89
3	\$47,918.03	\$48,876.39	\$49,853.91	\$50,850.99	\$51,868.01	\$52,905.37
4	\$49,532.48	\$50,523.13	\$51,533.59	\$52,564.26	\$53,615.55	\$54,687.86
5	\$51,146.93	\$52,169.87	\$53,213.26	\$54,277.53	\$55,363.08	\$56,470.34
6	\$53,921.33	\$54,999.75	\$56,099.75	\$57,221.74	\$58,366.18	\$59,533.50
7	\$56,343.75	\$57,470.63	\$58,620.04	\$59,792.44	\$60,988.29	\$62,208.06
8	\$59,574.12	\$60,765.61	\$61,980.92	\$63,220.54	\$64,484.95	\$65,774.65
9	\$60,778.65	\$61,994.22	\$63,234.10	\$64,498.79	\$65,788.76	\$67,104.54

*Annual salaries for 911 Telecommunicators hired prior to 01.01.13 will not reflect the amounts listed above, as their longevity was rolled into their base pay as per Schedule C of 2007-2013 FMBA collective bargaining agreement.

