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for  
PERC*

3-0349

18-08

1970-1971

AGREEMENT BETWEEN THE FRANKLIN TOWNSHIP  
MUNICIPAL EMPLOYEES ASSOCIATION AND THE  
TOWNSHIP OF FRANKLIN.

The circumstances attending the execution of this agreement are:

A. Pursuant to R.S. 34:13A-1 et seq. known as The New Jersey Employer-Employee Relations Act, the Franklin Township Municipal Employees Association and the Township of Franklin collectively bargained about the terms and conditions of employment of the employees in said bargaining unit.

B. Said negotiations included but were not limited to the assistance of a Hearing Examiner from the New Jersey Public Employment Relations Commission (PERC) pertaining to the composition of the bargaining unit (1969 agreement); collective bargaining between representatives of said bargaining unit and the Township of Franklin; the assistance of a mediator selected by PERC, and an agreement between the parties and the statement of said agreement herein in writing.

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

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

WHEREFORE on this 24<sup>th</sup> day of April, 1970 the parties agree as follows:

I. GENERAL

A. The Township shall notify the Association of any changes in job titles, indicating the old and new title.

B. The Township shall post the job title, together with pertinent information concerning the procedures and times for applying for such position when a new position is created.

C. The Township shall furnish the Association with the names, addresses and telephone numbers of all new employees who are eligible to become members of the Association. The Township shall advise the Association of any changes in address or telephone number of employees.

D. The Association shall furnish the Township with the name of each new member and the date on which that member became affiliated with the Association.

E. If ever and whenever any representative or member of the Association is mutually scheduled by both parties (the Township and the Association) to participate in negotiating sessions, seminars, conferences and meetings during working hours, he or she will not suffer any loss in pay, loss in sick leave, personal leave, compensatory time or vacation time which he or she has accrued.

F. The Association shall be permitted to use the Township buildings for all official meetings subject to written notice to the Township five (5) days prior to the date on which the meeting is to be held, provided this does not interfere with meetings scheduled by the Township.

G. The Association shall have the right to use the bulletin boards to post official Association notices of meetings and minutes without prior approval. The Township Manager shall receive a copy of the above.

All other notices or information which the Association desires to post must be submitted to the Township Manager in writing and approved by the Township Manager prior to posting. The Manager or his designated representative must give approval or denial within twenty-four (24) hours after receipt of the item to be posted. If no decision is made by the Manager or his representative within twenty-four (24) hours and transmitted to the President of the Association or his representative, it shall presume to have been approved and may be posted.

H. The Association shall have the right to use the interoffice mail facilities provided the maximum number of units will not exceed ten (10) per week.

I. The Township shall agree to place a suggestion envelope or container in a conspicuous location in all buildings occupied by municipal employees in order for all employees to deposit suggestions concerning increased efficiency and improvement of working conditions to promote the general welfare of the Township.

All suggestions will be reviewed by the Township Manager and discussed with the Head of the Department involved, in order that the Manager may consider those which will be acceptable and put into effect by the Township.

A list of all acceptable suggestions shall be posted periodically above the suggestion containers and shall include the name of the employee credited with the suggestion.

J. The Township shall agree to furnish to the Association in response to written requests, the total dollar value of tax ratables in the Township as of the date on which the request is made. Further, the Township shall furnish to the Association in response to a written request all available information concerning the County Tax Rate, School Tax Rate, County Library Tax Rate and Exemption Tax Rate. All answers to the Association in response to the above shall be in writing.

II. SALARIES AND WAGES

A. Annual Salary Scale

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
1. Clerk Typist	4278	4433	4596	4764	4939	5119
2. PBX Operator	4433	4596	4764	4939	5119	5306
3. Secretary I, Acct. Clerk I	4596	4764	4939	5119	5306	5500
4.	4764	4939	5119	5306	5500	5701
5. Secretary II, Acct. Clerk II, Violations Clerk	4939	5119	5306	5500	5701	5910
6.	5119	5306	5500	5701	5910	6127
7. Sr. Dept. Clerk, Janitor, Secretary III	5306	5500	5701	5910	6127	6353
8.	5500	5701	5910	6127	6353	6584
9. Secretary IV	5701	5910	6127	6353	6584	6825
10.	5910	6127	6353	6584	6825	7076
11. Deputy Clerk, Secretary V	6127	6353	6584	6825	7076	7335
12. Admin. Asst./ Pers. Director	6353	6584	6825	7076	7335	7604
13.	6584	6825	7076	7335	7604	7882
14. Chainman	6825	7076	7335	7604	7882	8171
15. Field Assessor, Bldg. Inspector, Treasurer, Eng. Inspector	7076	7335	7604	7882	8171	8470
16. Draftsman	7335	7604	7882	8171	8470	8779
17. Plmb. Inspector, Sani. Inspector, Chief of Party, Housing Officer, Jr. Engineer	7604	7882	8171	8470	8779	9102

B. Hourly Salary Scale

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
H-1 Laborer I	3.06	3.11	3.19	3.25	3.32	3.38
H-2 Laborer II, Mechanics Helper, Dispatcher	3.19	3.25	3.32	3.38	3.48	3.59
H-3 Truck Driver Mechanic	3.33	3.38	3.48	3.59	3.66	3.76
H-4 Equip. Operator, Water Maint.	3.48	3.59	3.66	3.76	3.83	3.93

C. Part Time Hourly Salary Scale

	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
PT-2 School Guards	1.93	1.98	2.04	2.09	2.15	2.20

### III. LONGEVITY

In addition to salaries and wages paid, there shall be longevity payments provided. Each year, following the completion of five (5) years of continuous service, an employee shall receive longevity payments based upon the following scale:

- A. Five (5) years of service - Eighty (\$80) Dollars per year.
- B. Ten (10) years of service - One Hundred Sixty (\$160) Dollars per year.
- C. Fifteen (15) years of service - Two Hundred Forty (\$240) Dollars per year.
- D. Twenty (20) years of service - Three Hundred Twenty (\$320) Dollars per year.
- E. Twenty-five (25) years of service - Four Hundred (\$400) Dollars per year.

The longevity shall be paid on a prorated basis over the following twelve months.

### IV. HOURS OF WORK

Hours of work shall be a maximum of forty (40) hours per week at regular pay. Hours in addition to forty shall be reimbursed on the basis of time and one half.

The regular hours of work for office employees of the Township of Franklin are from 8:30 a.m. to 4:30 p.m., Monday through Friday. One hour is allowed for lunch.

Hours of work in addition to 35 will be reimbursed on the basis of straight time. For night work or meetings not work related, an employee shall be paid time and one half.

The regular hours of work for other employees of the Township of Franklin are from 8:00 a.m. to 4:30 p.m., except where the duties require other hours. One half hour is allowed for lunch.

Administrative employees will be guaranteed 2 hours work if called back after leaving at the end of a normal work day.

### V. SICK LEAVE

Beginning on the first day of employment, each employee shall earn one (1) day sick leave for each month of service. An employee may accumulate a maximum of 100 days of sick leave. Any employee accumulating 100 days of sick leave shall receive two (2) working days vacation for each year that sick leave is not utilized.

School guards will receive two (2) days sick leave per school year.

## VI. FUNERAL LEAVE

An employee shall receive leave not to exceed three (3) days in the event of a death in the immediate family. The term immediate family shall mean:

- A. The employee's spouse, child, parent, brother or sister.
- B. The child, parent, brother or sister of the employee's spouse.

School guards are to be eligible for Funeral Leave.

## VII. HOLIDAYS

The following holidays shall apply to all permanent and probationary employees of the Township except those assigned to shift work or employed in the Bureau of Sanitation:

- New Years Day
- Washington's Birthday
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Veterans Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day
- All general and township elections  
(except school elections)

When a holiday falls on a Saturday, it shall be celebrated on the Friday preceding the holiday. When the holiday falls on a Sunday, it shall be celebrated on the following Monday.

Shift workers and sanitation employees shall receive either time and one half or compensatory time off, as determined by the Department Head and approved by the Township Manager, for each holiday observed by other municipal employees.

## VIII. UNIFORMS AND LOCKERS

A. Uniforms shall be provided by the Township for the Department of Public Works (sanitation, streets, garage, parks and water) and also for the two janitors.

The uniforms to be provided shall include three summer and three winter uniforms. Uniforms shall include three shirts, three trousers and one jacket-outdoor, all weather.

B. The Township shall provide individual lockers for all employees of the Public Works Department on the premises of the Township Garage.

## IX. GRIEVANCE PROCEDURE

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

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

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

1. Any aggrieved employee shall present his grievance within five (5) days of the occurrence or such grievance shall be deemed waived by the Association and the employee.

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

3. The following procedure, which may be initiated by either party, shall be followed:

### a. Level One

(1) Employee and the Local Grievance Committeeman or the employee individually shall take up the complaint with his immediate superior (foreman or bureau head). In the event that the grievance is not settled within five (5) working days, the grievance shall be reduced to writing and forwarded for action at the next step in this procedure.

(2) Employees in the Public Works Department, in the event a grievance filed with the immediate superior (foreman or bureau head) is not settled within the five (5) day period provided for in Section a (1), the grievance shall be reduced to writing and forwarded to the Superintendent of Public Works. In the event the grievance is not settled at this step or if no decision is delivered within ten (10) working days of deliverance to the Superintendent of Public Works, the grievance shall be forwarded for appropriate action at Level Two.

b. Level Two. The employee and the Chairman of the Grievance Committee or the employee individually shall meet with the Department Head. In the event the grievance is not settled at Level Two or if no decision is delivered within ten (10) working days after the grievance is delivered to the Department Head, both parties shall complete and sign the proper form and forward it for action at the next step in this procedure.

c. Level Three. The Association President or his designated representative and the employee or the employee individually shall meet with the Township Manager to discuss the grievance within seven (7) working days.

Grievances concerning suspension for more than one day, dismissal, demotion, harassment by employer, or failure to receive the pay increment may be submitted to arbitration.

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

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

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

e. Miscellaneous.

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

(2) Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee.

(3) Forms for filing grievances and notices of hearings shall be prepared jointly by the Association and the Township Manager and given appropriate distribution.

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

(5) The right of any employee to invoke arbitration shall be dependent upon a majority vote of the Grievance Committee of the Franklin Township Municipal Employees Association.

X. VACATIONS

The Township agrees to amend the Ordinance setting out the vacation program so that all employees shall receive three (3) weeks vacation (fifteen (15) working days) for each full year of service after the completion of seven (7) years through twenty (20) years of service.

XI. HOSPITALIZATION

Effective as soon as reasonably possible, the Township will pick up and pay for the hospitalization coverage for employee's dependents presently carried by employees. Other employees not presently carrying a Family Plan to cover their family, except school guards, can elect to cover their families on a non-contributory basis at the next enrollment date as established by the New Jersey Health Benefit Fund.

XII. TERM OF CONTRACT

This contract shall be in full force and effect from March 19, 1970, except that the salary and wages as set out in Article II shall be retroactive to January 1, 1970. Until a new contract is agreed upon for 1971 or thereafter, the terms of this contract shall continue in full force and effect.

The Association shall, at least 90 days prior to the expiration of this contract, submit in writing its intention to open negotiations and shall include as part of that written notice a list of all items on which it intends to negotiate.

ATTEST:

Henrietta J. Napier

TOWNSHIP OF FRANKLIN

James D. Westman  
By: James D. Westman  
Township Manager

ATTEST:

[Signature]

FRANKLIN TOWNSHIP MUNICIPAL  
EMPLOYEES ASSOCIATION

Raymond J. Peto  
By: Raymond J. Peto  
President

RECEIVED