

CONTRACT AGREEMENT BETWEEN
FRANKLIN TOWNSHIP
AND
AFSCME COUNCIL LOCAL 3574
JANUARY 1, 2022 THROUGH
DECEMBER 31, 2025

Original.

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PREAMBLE

This Agreement made this 14th day of June, 2022, by and between the Township of Franklin, in the County of Gloucester, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township") and American Federation of State, County and Municipal Employees, AFL-CIO, District Council 63, AFSCME Local 3574 (hereinafter called the "Union") represents the rates of pay, hours of work and conditions of employment and is the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I – RECOGNITION

- A. The Township recognizes the Union as the bargaining agent for the purpose of collective bargaining concerning salaries, wages, hours and other terms and conditions of employment for all full-time and part-time (as defined below) employees in the classifications listed in Appendix A, but excluding probationary employees, managerial executives, craft, professional employees, supervisors, police, and all other Township employees.
- B. A part-time employee is covered by this Agreement provided such employee works in a calendar quarter in excess of an average of thirty-two (32) hours per week or as set forth by the Workplace Democracy Act.
- C. A seasonal employee is one who works not more than twelve (12) consecutive weeks in a year or as set forth by the Workplace Democracy Act.
- D. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II – MANAGEMENT RIGHTS

- A. The Township of Franklin 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 Constitution of the State of New Jersey and of the United States.
- B. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Township, the adoption of policies, rules, regulations, code of conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States, including, but not limited to, the recent passage of the Workplace Democracy Enhancement Act. No union business shall be conducted in the workplace except as permitted provided by the Workplace Democracy Enforcement Act. As a point of reference as to the existing law, the WDEA state: The right to meet with newly-hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, with 30 calendar days from the date of hire, during new employee orientations, or if the Employer does not conduct new employee orientations, at individual or group meetings conducted by the Union. The Employer shall provide the Union with a list of new employees attending orientations no less than five (5) before such orientations, or, in the event the

Employer will not conduct an orientation, a list of new employees for whom the Employer will not conduct new employee orientations.

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

ARTICLE III – EQUAL TREATMENT

- A. The Township and the Union agree that there shall be no discrimination or favoritism against any employee because of race, creed, color, religion, sex, age, marital status, sexual orientation, national origin or political affiliation.
- B. The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE IV – MAINTENANCE OF OPERATIONS

- A. The Union covenants and agrees that neither the Union nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slowdown, walkout or other job action against the Township.
- B. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other such activities and that the Union will publicly disavow such action and order that all such members that participate in such activities shall cease and desist from same immediately and to return to work and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.
- C. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any disciplinary action up to and including termination of the employment of such employee or employees.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township 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.
- E. The Township agrees that it will not engage in a lockout of the employees covered in this Agreement.

ARTICLE V – GRIEVANCE PROCEDURE

A. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having grievance to discuss the matter informally with any appropriate member of the Department.

C. Definition:

- i. The term “grievance” as used herein means the interpretation, application or alleged violation of this Agreement and may be raised by an individual or the Union at the request of an individual or individuals. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of the employee’s rights hereunder shall be pursuant to the grievance and arbitration procedure provided herein.

D. Steps of the Grievance Procedure:

- i. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:
- ii. **Step One:** The aggrieved or the Union Shop Steward shall institute action under the provisions hereof within ten (10) working days after knowledge of the event has occurred and an earnest effort shall be made to settle the difference between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance.
- iii. **Step Two:** If no agreement is reached orally within five (5) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing with five (5) working days thereafter to the Superintendent or Department Head. The Superintendent or Department Head shall answer the grievance in writing within five (5) working days of receipt of the written grievance.
- iv. **Step Three:** If the Union wishes to appeal the decision of the Superintendent or Department Head, such appeal shall be present in writing to the Township Administrator within ten (10) working days thereafter. The Township Administrator shall respond, in writing, to the grievance within fifteen (15) working days of the submission.
- v. **Step Four:** The Union may request a hearing with the Township Administrator to review his/her response to the grievance. The hearing

will be set up within ten (10) working days unless an extension has been agreed to by both parties in writing.

- vi. **Step Five:** If the grievance is not settled through Steps One, Two, Three, and Four either party shall have the right to submit the dispute to arbitration within ten (10) working days of Step Three or, if requested, Step Four pursuant to the rules and regulations of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. Arbitration Procedure

- a. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decided the matter in dispute.
- b. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.
- c. The arbitrator's decision shall be in writing, with reasons.
- d. The Union and the Township shall be limited to placing one (1) issue before an arbitrator at any one time. Arbitrators shall be prohibited from hearing more than one (1) grievance except by mutual consent of the parties.
- e. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any 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 in writing to extend or contract the time limits for processing the grievance or any step in the grievance procedure.
- f. Upon prior notice to and authorization in writing of the Department Head, the designated Union representatives shall be permitted to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of the employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Franklin or require the recall of off-duty employees.
- g. Grievance and disciplinary hearings will be scheduled whenever possible during working hours of the employees involved and at a time mutually convenient to the Township and the designated AFSCME representative.
- h. An employee subject to discipline will be advised in writing within five (5) working days of the knowledge by the appropriate Township representative of the infraction or violation. However, in the event additional time is needed by the Township to complete the investigation of the alleged infraction of violation, the

employee will be advised of the discipline no later than ten (10) days after the completion of the investigation.

ARTICLE VI – DUES DEDUCTION

A. Union Security and Dues Deduction

1. The Township agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The Township further agrees to make said deductions from the first two (2) pays of each month in equal amounts. In the two months per year where a third pay occurs, the dues shall be deducted in the same amount as each of the first two pays. The amount to be deducted shall be certified to the Township by the Treasurer of the Union and the aggregate deductions from all employees shall be remitted to the Treasurer of the Union, together with a list of names of all employees for whom the deductions were made, by the tenth (10) working day of the succeeding month after such deductions were made.
2. If a union member elects to withdraw from the union the effective date of the termination of dues deduction shall be. **On the anniversary date of their hiring date. Notification of request to withdraw must be made in writing by the union member no later than ten (10) calendar days from date of hire.**

B. UNION DUES

The Township agrees to deduct monthly union membership dues from the pay of those employees who individually request in writing that such deductions be made. Dues deducted by the Township shall be transmitted to the designated Union official of the American Federation of State, County and Municipal Employees, New Jersey Council 63, AFL-CIO. The Township agrees to provide to the Union on a quarterly basis, a complete up-to-date electronic listing of all employees covered by this contract. Such listing shall be in excel format and include the employee's department, job classification, work location, home address, phone number, email address (if available), employment status, membership status and the amount of dues deducted as it appears on the records of the Township. For the purpose of the deduction of dues for titles covered by this agreement; any member working 40 or fewer hours per week, not more than 20 hours per week, shall be considered a full time member. Any member working 20 or fewer, but more than 12 hours per week, shall be considered a lower part time member. The Union shall provide a secure email address for the receipt of the electronic listing and disclose such information only to its officials and representatives whose duties require access. After 90 days of employment with the Township, members shall be dues paying members.

C. Indemnification

The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of any action taken or not taken by the Township in conformance with this Article. The Union shall intervene in and defend any administrative or court litigation concerning this provision and the Township shall cooperate with the Union in defending this provision.

ARTICLE VII – WORK SCHEDULES

A. Work Week

The regularly scheduled work week shall be Monday through Friday for all employees.

B. Work Day

The regular workday for all employees shall consist of seven, eight, nine, or ten hours excluding a lunch break without pay. *All Departments are entitled to two (2) fifteen (15) minute breaks. DPW breaks will be at 10am and 1pm. During the summer schedule breaks will be at 9am and 12pm. This fifteen (15) minute break includes travel time such as going to a store to purchase food / drink.*

C. Lunches

Administrative personnel (Clerical staff) are entitled to a one (1) hour lunch that is to be arranged by the Administrator or the employees Supervisor, so that the offices continue to function. Lunches are to be scheduled, during what is considered normal business lunch hours, which fall between 11:30am to 1:30pm. Lunch breaks must be completed by 1:30pm. A lunch period outside the above mentioned times is considered an exception to be granted by the Administrator or Department Head. This exception will not occur on a regular basis, and the Administrator will be advised of the incident and exception via email. All employees must clock out and in for lunch breaks. No employee is allowed to skip their lunch break and leave early due to having skipped/missed their lunch break.

D. Starting Time

Except in cases of emergency, the regular starting time for work shift shall not be changed without reasonable notice to the affected employees and without first having discussed the matter with the Union at least two (2) weeks prior to the proposed date of implementation. The number of hours in the workday and/or work week shall remain unchanged during the life of this Agreement. Summer hours for Public Works employees are as follows: from *May 1st*, 6:00 AM until 2:00 PM until the last week of August, with the option for April through November as agreed upon by Management and Union.

E. Continuous Operations

Where continuous operations are required on a twenty-four (24) hour basis, seven (7) days a week, employees assigned to such a schedule will have their work assignments arranged wherever possible to provide on a rotational basis an equitable share of Saturday and/or Sundays off to be distributed as equitably as possible throughout the year.

F. Additional Shifts

When more than one (1) work shift per day within a classification is in effect, employees within such classification may request preference of shift assignment in accordance with their seniority. Such requests may be made only when vacancies occur or when, for other reasons, changes in the number of employees per shift are being made. The Township will consider such requests in making shift assignments along with other Township needs including the need to provide economical and efficient service.

G. Emergencies

1. It will be mandatory for each employee, if requested, to work overtime during such times. If an extraordinary personal event is scheduled, employees must notify the DPW Supervisor in writing within a minimum of twenty-four (24) hours prior to the emergency date. When recalled, all employees will respond as quickly as possible when notified and be ready to complete assigned tasks. Such emergency work will be requested by the Public Works Superintendent or by the Township Administrator. Emergencies shall include: snow emergencies as well as emergencies related to other severe weather or as defined by the Office of Emergency Management Coordinator for the Township. Overtime refers to all time worked beyond the regular hours of duty. In the event that an employee is called back into work after the end of the regular shift but before two hours prior to the normal start of the work day, *the employee shall receive the first three (3) hours pay at the rate of double time the employees regular base rate of pay.*
2. *If employees are called in for an extended emergency event / situation (such as a weather event – Article VII, Section f), employees who are required to work sixteen (16) continuous hours will then be afforded a mandatory eight (8) hour rest period, before being required to return for work. At no time during this mandatory rest period will an employee lose any time or compensation due them.*

ARTICLE VIII – OVERTIME

A. Overtime

i. Overtime is defined as all hours worked in excess of forty (40) hours per week. For the purposes of overtime, time paid for but not worked (e.g. paid vacation leave/sick leave) shall be counted as time worked. Employees whose regularly scheduled work week is less than forty (40) hours per week must reach forty (40) hours in order to receive overtime. Whenever possible, employees required to work beyond the normal work day shall be given at least two (2) hours' notice **whenever possible.**

ii. **If the employee is called into work on the 7th day (Sunday) in the work week, employee shall be compensated at double time the employee's regular rate of pay for the work performed on *that* 7th day (Sunday). All other days in which overtime is worked shall be compensated at one and one half time the employee's regular rate of pay.**

B. Holiday Work

Employees who are required to work on a holiday recognized in Article XII shall be compensated for one day's pay at straight time for the holiday as such and time and one-half for all work performed on the holiday.

C. Overtime Distribution

Overtime work shall be distributed as equitably as possible among all employees within the bargaining unit who are qualified to perform the necessary work. All employees may be required to work a reasonable amount of overtime. The Superintendent of Public Works will maintain a log of overtime offered and accepted and this log will be regularly updated and posted on the DPW bulletin board.

D. Light Duty

Any employee who is currently assigned to light duty will NOT be eligible for any overtime assignment.

E. Pay Disbursement

Overtime shall be paid currently if possible and practicable, but in no later than the second pay period after the overtime work was performed.

F. Compensatory Time

In the event an employee chooses overtime compensation in compensatory time off, and such choice is approved by the Department Head, the compensatory time off must be taken within ninety (90) calendar days after the overtime work was performed. Overtime work chosen as compensatory time off will be calculated at time and one half.

The process with respect to the use of compensatory overtime shall be as follows: The employee makes initial selection of either compensatory time or cash. However, the scheduling of compensatory time is subject to approval by the Township.

In the event the employee changes his mind with respect to the selection, such change is subject to approval of the Township Administrator.

Compensatory time is to be used within ninety (90) days of accumulation. This time may be extended thirty (30) days with approval by the Department Head and Township Administrator.

The time of taking compensatory time off is subject to approval by the Township Administrator.

ARTICLE IX – CALL IN TIME

- A. If any employee is called into work after they have been excused for the day, or prior to the two hour window leading up to their scheduled shift, they shall receive a guarantee of two (2) hours compensation at the then appropriate rate of pay (straight time or time and one-half). The Department Head or his/her designee shall have the right to retain the employee for the full (2) two hour period if work requires it.

ARTICLE X – RATES OF PAY

- A. All full-time employees in the employ of the Township on the date of *ratification and* signing of the Memorandum of Agreement incorporated in this Agreement will receive *a one-time \$.75 wage scale adjustment and additionally receive* wage increases added to base pay effective and retroactive to the following dates:

January 1, 2022	2.0%
January 1, 2023	2.0%
January 1, 2024	2.0%
January 1, 2025	2.0%

- B. Wage increases for part-time employees will be prorated based upon the number of hours worked for those part-time employees covered under this agreement.
- C. The Union recognizes the right of the Township to direct its work force, which includes the assignment of work to individuals that may fall outside their primary job classification. The Township will compensate an employee who works out of title at the rate of the title if higher than the employee's normal rate for all such hours worked.
- D. The hourly rate for all titles included in the negotiations unit will increase by an additional one dollar (\$1.00) per hour upon the employee reaching 25 years of service and another one dollar (\$1.00) per hour upon reaching 30 years of service. This increase will become effective on January 1, 2022 for employees having reached the years of service milestones. For employees who become eligible for the one dollar (\$1.00) increase during the term of the collective agreement such employees will receive the increase on their anniversary date of reaching the stated milestones.
- E. ***Should this collective bargaining agreement be ratified by the Union prior to June 24, 2022, each member of the collective bargaining unit will be given a one-time \$500.00 stipend for ratification on the first payroll (July 1, 2022) after ratification date.***

ARTICLE XI – LONGEVITY

- A. For all employees hired on or before May 1, 2005, longevity bonus will be paid upon the employee's anniversary date in full after completion of five (5) year and eight (8) years. The rate shall be two percent (2%) at five (5) years and two and one-half percent (2.5%) at eight years. Upon notification by the employee, the Township will issue the appropriate longevity payment in the next possible pay period.
- B. Longevity will be issued in a check separate from the employee's normal payroll check in accordance with the employee's IRS Form W-4.
- C. Employees hired on or after May 1, 2005 shall not be eligible for longevity payments.
- D. ***This longevity payment is only payable on the actual above described anniversary attainment, not a continual yearly payout once anniversaries five (5) and eight (8) years of service is attained.***

ARTICLE XII – HOLIDAYS

- A. The following days are recognized as paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	General Election Day
Good Friday	Veteran's Day
Memorial Day	<i>Juneteenth</i>
Independence Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Day
- B. Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on a Sunday shall be celebrated on the following Monday unless agreed to by both parties in writing.

ARTICLE XIII – VACATIONS

- A. Permanent full-time employees shall earn annual vacation *accruals* with *the first* pay of *January* as follows:
- | | |
|--------------------------------|--------------------------|
| After one year of service | 5 working days per year |
| 2 through 5 years of service | 10 working days per year |
| 6 through 15 years of service | 15 working days per year |
| 16 through 20 years of service | 20 working days per year |
| After 20 years of service | 25 working days per year |
- B. *All vacation shall be granted, so far as practicable, in accordance with the desires of the employees. Preference for vacation time shall be given in order of seniority. The township departmental designee shall determine and approve the dates and times of vacation to be taken by the employees and shall determine, in his/her absolute discretion, how many employees hereunder can be off at the same time. Vacation request schedules will be posted in January for the entire year and must be completed by end of first quarter of year. Full weeks off will take precedence over single days. Vacation requests shall be submitted at least five (5) days in advance of requested time off, whenever possible*
- C. Any employee who resigns his position with the Township shall give two (2) weeks' *written* notice. In the event the employee fails to give such notice, the employee will lose any accrued vacation not to exceed two (2) weeks of such vacation accrual. *Vacation leave accrual will be prorated on a monthly basis should employee terminate employment for any reason including retirement.*
- D. In the event an employee is unable to utilize vacation leave or a portion thereof by the *end of calendar year*, such vacation leave up to a maximum of two (2) weeks shall accumulate, *be carried over into next calendar year* and shall be granted during the following year only. Any vacation days carried over into the next year shall be considered the first vacation days used in that year. *In calendar year 2022 ONLY employees will be allowed to carry over more than the above referenced 2 weeks, due to the change in wording of accrual bank credit. Due to this change and designation 2023 vacation accruals will be deposited into bank less the appropriate time already designated in 2022. Example: Employees anniversary date was April 2022. They were given vacation time accrual equivalent to April 2022 through April 2023. January 2023 accruals will be for 2023 time, less time already given in April 2022, for January – April 2023.*
- E. *Employees who have at least twenty (20) vacation days accumulated on November 1st of the current year, may voluntarily sell back up to ten (10) days. For purposes of vacation day sell back, a "day" is defined as seven (7) hours for clerical employees and eight (8) hours for DPW employees. Employees wishing to take advantage of the vacation day sell back must have a voucher presented to the Chief Financial Officer by November 1st. Payment will be made in the last pay period of November in a separate check.*
- F. Final approval of all vacation schedules shall be made by the Department supervisor based upon the manpower needs of the Department.

G. Vacation benefits for employees hired on or prior to December 31, 1997 shall remain the same: ten (10) or more years of service shall receive twenty (20) days of vacation. All employees hired on or after January 1, 1998 shall come under the vacation schedule outlined in Paragraph A.

ARTICLE XIV – PERSONAL DAYS

- A. Permanent full-time employees shall accrue personal days on the basis of one (1) personal day for each four (4) months of employment from the date of permanent appointment up to and including December 31st and four (4) personal days for each calendar year thereafter on January 1st. ***Personal leave accrual will be prorated on a monthly basis according to employment start date and / or should employee terminate employment for any reason including retirement.***
- B. Personal days may be accumulated and carried forward up to a maximum total of six (6) days inclusive of the personal days for the then current year. Unused personal days beyond the maximum accumulation will be credited to an employee's unused sick time.
- C. Personal days can be used for any matter the employee chooses.
- D. Requests for personal leave will be made in writing to the employee's supervisor not less than five (5) calendar days in advance of the day except in cases of an unanticipated event ***in this situation priority consideration will be given to the request by the supervisor. If priority consideration is requested due to a medical issue, then a request to verify that may be made to the employee and shall be documented by a written note and presented to the Township Administrator upon the employee's return if warranted.***

ARTICLE XV – SICK LEAVE

A. Service Credit for Sick Leave

Permanent full-time employees shall be entitled to sick leave pay based on their aggregate years of service.

Permanent part-time employees who are employed for a minimum of thirty-two (32) hours as set forth herein shall be entitled to prorated sick leave based on their aggregate years of service.

Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness or exposure to contagious disease which prevents him/her doing the usual duties of their position or as set forth by applicable law in effect at the time.

B. Amount of Sick Leave

Permanent full-time employees (***hired after May 2022 and forward***) shall receive five (5) sick days ***per calendar year. Sick time accrual will be prorated based on starting date until January 1st of following calendar year. On 1st pay period of each January, the employee will receive twelve (12) sick leave days for use in that year. Sick leave accrual will be prorated on a monthly basis should employee terminate employment for any reason including retirement.***

Any earned sick leave not utilized in any calendar year shall accumulate to the employee's credit from year to year to be utilized if and when needed for such purpose.

An employee shall not be reimbursed for earned unused sick leave at the time of resignation or termination of employment. However, an employee who retires from employment in accordance with the provisions of the then applicable pension program will be entitled to payment for half of all accumulated and unused sick leave.

Reporting of Absence for Sick Leave

If an employee is absent for reasons that entitle him/her to sick leave, his/her Department Head or designated representative must be notified by telephone or personal messenger in advance as soon as possible, not later than **thirty (30)** minutes before the employee's starting time.

Failure to so notify his/her Department Head or designated representative may constitute a case for denial.

When reporting absent and utilizing sick leave, an employee is not allowed to come in later that same day. This does not include for prescheduled appointments (which can be verified by employee with presentation of payment receipt or note). Use of partial or full sick leave the day before or day after a Holiday will require documentation such as a doctor's note.

D. The use of sick time

Will exclude the employee from any overtime assignments which occur after the sick leave work hours, until the employee has returned to a regularly scheduled work hour following the sick leave. Example: an employee uses sick leave on Friday from 8am-4pm. The employee is not eligible for any overtime which may occur until returning to work on the next regularly scheduled work day at 8am or their designated assigned reporting time.

Absence without notice for three (3) consecutive days may constitute a major violation.

E. Verification of Sick Leave

An employee who shall be absent utilizing sick leave for **three (3)** or more consecutive workings days **will be** required to submit acceptable medical evidence substantiating an illness.

In case of leave of absence due to exposure to a contagious disease, a certificate from the Department of Health shall be required.

The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined by a physician at the expense of the Township.

Unexcused absences cannot be tolerated. After the first year of employment, employees who deplete all of their sick days, are not on approved leaves of absence, and still fail to show up for work, shall not receive pay for that day and shall be subject to the following discipline:

- | | |
|---------------------|------------------------------|
| i. First Offense: | 1 day suspension without pay |
| ii. Second Offense: | 3 day suspension without pay |
| iii. Third Offense: | 5 day suspension without pay |
| iv. Fourth Offense: | Termination from Employment |

Employees will be put on notice, by the Township, as a reminder when they have only three (3) sick days left. If an employee exhausts all their sick time but is out sick with "proof of illness", *(medical documentation)* they may utilize other accrued time. If an employee whose sick days are exhausted does not provide proof of illness or provides proof of illness but has no other accrued time, are subject to the above discipline schedule. The time frame on above discipline will run twenty-four (24) months from the date of the first occurrence and will stay in effect for twelve (12) months following the third step.

- F. *At retirement, the Township shall pay each employee: up to a maximum of \$15,000 for sick time accrual balance. This supplemental compensation payment shall be computed at the rate of accumulated unused sick days multiplied by the eligible employee's daily rate of pay which is based upon the average annual base compensation received during the last year of his/her employment, prior to the effective date of retirement, provided however, that no such lump sum supplemental compensation payment shall exceed the amounts in the Township handbook and as specified above.*
- G. *Payment shall be made promptly if funds are available, but no later than one month after the final adoption of the Township budget for the year succeeding the effective date of retirement of the employee. Employee should receive supplemental compensation payment for sick leave as indicated above in the year of retirement if the Township is notified in July preceding the fiscal budget year which begins the following January.*
- H. For other extended leave requests, see Article XIX.

ARTICLE XVI – WORKERS COMPENSATION

- A. Worker's Compensation coverage will be continued in accordance with the Worker's Compensation Laws of the State of NJ.
- B. *Compensation while on worker's compensation will be seventy (70) percent of gross weekly wages received at the time of the injury, up to a maximum established annually by the New Jersey Commissioner of Labor and Workforce Development.*
- C. *Workers Compensation related medical appointments for employees will be allowed at the end of their work day up to one (1) hour prior to end of scheduled work day and for a maximum of ten (10) visits. After those ten (10) visits are exhausted, the employee will attend appointments on their own time or by utilizing accrued time for excuse from work.*

ARTICLE XVII – BEREAVEMENT LEAVE

- A. Each employee shall be permitted up to a maximum of five (5) consecutive work days without loss of regular straight time pay, one (1) of which shall be the day of death or the day of the funeral for the purpose of conducting funeral arrangements in the event of death in the immediate family unless otherwise agreed to by the Township Administrator.
- B. For the purposes of this Article, immediate family is defined as father, mother, brother, sister, spouse, *civil union partner*, children, legal guardian, mother-in-law, and father-in-law. Stepfather, stepmother, stepchildren and significant other as defined by law.

- C. Up to two (2) consecutive days without loss of regular straight time pay shall be given for attendance of funerals of grandparents, grandchildren, or individuals residing permanently in the household of the employee.
- D. One (1) day without loss of regular straight time pay will be permitted for attending funerals of other relatives when substantial proof of the relationship has been furnished.

ARTICLE XVIII – SPECIAL LEAVE OF ABSENCE

- A. Under the Family and Medical Leave Act medical benefits will be provided for up to twelve (12) weeks in accordance with the guidelines of this act. Employees are covered under both the State of New Jersey and Federal family medical leave programs.
- B. A permanent employee who is temporarily incapacitated to perform their duties (due to either physical or mental reasons) or for any reason considered valid by the Township, may be granted a special leave of absence without pay and without benefits by the Township for a period not to exceed six (6) months. Family Medical Leave will be requested prior to requesting a special leave of absence. Any permanent employee desiring such special leave of absence without pay shall submit their request in writing stating the reasons why, in their opinion, the request should be granted, along with the anticipated date of return to duty.
- C. The Township shall grant a maternity or paternity leave of absence without pay for the amount of time requested by an employee, up to a maximum of six (6) months in any one (1) year with renewal at the Township's option, and medical benefits shall be paid by the Township. This leave will run concurrently with the Family Medical Leave Act. An employee requesting maternity or paternity leave shall notify the township of the request at least two (2) months prior to the requested commencement of such leave.
- D. While an employee is on disability leave of absence, they may buy back earned leave time every month in an effort to maintain their take home pay level to its usual level.
- E. ***When applying for temporary disability, the employee MUST use all accrued time balances prior to accepting temporary disability benefits. While on temporary disability, the employee will not accrue time off such as vacation, personal or sick time.***

ARTICLE XIX – UNION BUSINESS

- A. Time off without loss of regular straight time pay will be available for employees who are designated to attend a function of the Union's International or other subordinate body and for the President of Local 3574 or his/her designee to attend local meetings approved by the Township Administrator during his/her working hours.
 - 1. The aggregate number of days available for the foregoing shall be ***Twelve (12) days*** per year. ***Request to utilize time off shall be given in writing to department supervisor at least three (3) work days in advance whenever possible.***
- B. The foregoing days, if not utilized in any one (1) calendar year, may not be carried forward to the next calendar year.
- C. An employee who is a member of the Union, who is lawfully elevated to an official full-time position in the parent Union, may be granted a leave of absence without pay to attend his official duties, for a period not to exceed one (1) year. Said unpaid leave may be renewed by the Township for one (1) additional year upon ***written*** request.

- D. An employee under the circumstances noted in this section will receive service time credit up to a period of one (1) year only, but with no accrual of any benefits. In the event the employee is approved and continues on for an additional one (1) year of leave, the second year will not count either for service time or accrual of benefits. The service time of the employee will be frozen at the conclusion of the first year of leave and in the event the employee returns to the employ of the Township after the second year of leave, the employee will resume earning service time upon such return.
- E. **Union Representatives – Rights and Privileges.**

1. *The Local Union President shall have the right to designate such of its members as it, in its sole discretion, deems necessary to act as Stewards. Such Stewards and any other authorized Union representatives shall not be discriminated against due to their legitimate Union activities.*

2. *The Union shall furnish to the Administrator, a list of duly elected or appointed Stewards within ten (10) days after their election or appointment.*

3. *Whenever a representative or representatives (which shall not exceed 4) of the Union or any employee is required by the Employer or the Union to participate during working hours to prepare contract proposals, contract negotiations, grievance procedures, arbitration hearing, disciplinary hearings, unfair practice charges, or formal conferences, the employee shall suffer no loss in pay.*

4. *The Union shall request these days at least three (3) days in advance, or in any emergent event upon the approval from the Department Head or a designee.*

ARTICLE XX – JURY DUTY

A permanent full-time employee required to serve as a juror will suffer no loss of regular straight time pay, provided:

1. The jury service is certified by the Clerk of the Court.
2. The employee immediately notifies their supervisor upon receipt of a summons for jury service.
3. The employee submits a signed slip from the County Clerk with proof of days served on the jury.

ARTICLE XXI – LEAVE

In the event an employee is required to appear in Court or before a judicial body or is a party to any private legal action which is not job related, the employee shall not be entitled to receive a paid leave of absence pursuant to this Article. However, said employee may use personal or vacation time with proper notification.

ARTICLE XXII – LEAVES OF ABSENCE

Employees returning from authorized leaves of absence up to a maximum of one (1) year will be restored to their previous classification at the then applicable rate of pay with no loss of seniority.

ARTICLE XXIII – HEALTH AND MEDICAL BENEFITS

A. Medical Insurance

1. The Township will provide medical insurance coverage, including pharmaceutical coverage, basic dental, and a vision ride to full-time employees and eligible dependents in accordance with the following premium cost sharing provisions paid for by the employee, either according to percentages as noted in Schedule B, or 1.5%, or as required statutorily, whatever is the greatest amount.
2. The employee share of premiums, set forth above in Section A-1 of this Article, shall be reimbursed to the Township by way of payroll deduction.

B. Employee Co-Payments

1. The prescription drug co-payment schedule shall be: \$10 for generic prescriptions; \$20 for non-generic prescriptions.
2. The medical insurance co-payment schedule shall be \$10 for each office visit. Other co-payments shall be as provided for in the plan document.
3. The Township reserves the right to change any insurance plans or carriers or to self-insure so long as in the aggregate substantially similar benefits are provided.
4. All permanent employees must average thirty (30) hours per week in each calendar quarter to be entitled to health benefits and health benefits become effective on the first of the month after ninety (90) days from the employee's start date (except for recalled union employees in which case they become effective thirty (30) days after start).
5. Vision and dental co-payment schedule shall be provided in the respective plan documents.
6. The Township agrees to allow full-time employees to opt out of the health insurance plan in return for cash reimbursement of \$3,700.00. The cash reimbursement will be paid out on the last pay in November of the calendar year. Employees who wish to take advantage of this must make the request in writing along with proof of other insurance. Health insurance opt out payment will be issued in a check separate from the employee's normal payroll check in accordance with the employee's IRS Form W-4.

C. Opt-Out Provisions

In the event an employee opts out of the health and medical benefits in accordance with the provisions of this Article, and desires to remain in or apply for dental coverage, the employee will be required to make payment of either the amount currently paid under the existing Collective Bargaining Agreement that predates this MOA, or as provided by statute, notably P.L. 2011 ch. 78 and any other relevant laws, whichever is the greatest amount. The amount from the legislation will only be the percentage of the premium and not the 1.5 of the salary for dental coverage.

ARTICLE XXIV – BULLETIN BOARDS

- A. Bulletin board space will be provided by the Township at permanent work locations for use by the union for the purpose of posting Union announcements and other information of a noncontroversial, non-political nature.

- B. Only material authorized by the signature of the Union President, Steward or alternate on said material shall be permitted to be posted on the bulletin board.

ARTICLE XXV – SENIORITY

- A. Seniority is defined as an employee's total length of service with the Township, beginning with his or her original date of employment provided that there is not a break in service in excess of one (1) year. In the event of a break in service in excess of one (1) year, the employee's seniority will be as of the last date of hire.
- B. An employee having broken service with the Township of one (1) year or less (as distinguished from an authorized leave of absence) who is reemployed by the Township shall not accrue seniority credits for the time he was not employed by the Township.
- C. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Township's payroll records. If hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order (of the employee's last name).
- D. For part-time employees who become full-time employees, length of service for seniority purposes shall be calculated based on the full-time equivalent of the full-time positions to which they are subsequently assigned.
- E. The Township shall maintain the date of hire and classification of each employee covered by this Agreement, and the Township shall furnish copies of the same to the Union upon reasonable request.
- F. The Union will be given notification of those new or additional positions created by the Township which may be covered under the Recognition clause of this Agreement. In the event there is a dispute as to whether such employees are so covered, the matter will be submitted to the Public Employment Relations Commission for resolution.
- G. In case of layoffs, recalls, and vacation schedules, an employees with the greatest amount of seniority within job titles shall be given preference, provided the employee has the ability to perform the work involved. In case of promotions, seniority will be a factor considered in making the final determination.

ARTICLE XXVI – SAFETY AND HEALTH

- A. The Township shall insofar as possible maintain safe and healthful conditions and will provide employees with necessary tools or devices that may reasonably be required to promote employee safety and health. In addition, the Township agrees to provide the following:
 - 1. Water jugs on Public Works trucks.
 - 2. First aid kits in Township vehicles and designated office areas.
- B. The Township and the Union shall each appoint two (2) representatives to a safety committee. It shall be the responsibility of the Township to investigate and remedy unsafe and unhealthy conditions. Safety committee members may be requested by the Township to assist in the investigation of conditions.

1. Upon request and with prior approval, a safety committee member representing the Union may be permitted a reasonable opportunity to visit work locations at Township facilities to investigate alleged unsafe or unhealthy conditions.
 2. The Union's safety committee member will be permitted to conduct such investigation during regular working hours with no loss of pay for a period not to exceed one (1) hour in any given day, unless additional time is specifically requested and authorized in advance by the Township and provided that irrespective of the time spent, there is no interference with the operation of Township business.
 3. In the event of an on the job injury requiring professional medical attention, the department head will expedite such medical attention by calling for an ambulance, if required, or if the injured employee can be moved, arranging transportation to a competent medical facility. Additionally, return transportation will be arranged if the employee is not admitted to the medical facility as an inpatient.
- C. Hepatitis A, B and C vaccinations to the extent not covered by the employee's health insurance will be provided at the Township's expense.

ARTICLE XXVII – DISCIPLINE

- A. The Township may impose discipline including, but not limited to, the following disciplinary actions:
1. Oral reprimand
 2. Written reprimand
 3. Suspension (minor) 5 days or less
 4. Suspension (major) in excess of 5 days
 5. Discharge
- B. No employee should be disciplined without just cause.
- C. An employee shall, upon request, be entitled to Union representation at each stage of disciplinary hearing, including the investigation stage.
- D. Discipline may be grieved on the following basis:
1. An oral reprimand, written reprimand, and minor suspension may be grieved to Step (4) Four (Township Administrator) only whose decision shall be final.
 2. A major suspension or discharge may be grieved to Step Five (arbitration).
- E. When the Township imposes discipline other than an oral reprimand, written notice of such discipline shall be given to the employee and a copy shall be transmitted to the Union President and the Staff Representative from AFSCME District Council #63.

ARTICLE XXVIII MILITARY LEAVE

Military leave will be granted in accordance with applicable law.

ARTICLE XXIX – GENERAL PROVISIONS

- A. In the event an employee is scheduled to attend a school or training session on one of his regularly scheduled days off, the employee may, subject to the approval of the Administrator, choose another day off.

- B. Openings in existing positions and any newly created positions which are to be included in the bargaining unit, shall be posted for a period of two (2) weeks prior to filling the position. However, on a temporary basis or in an emergency, the Township may fill the position on a temporary or emergency basis. The Union shall be notified of any such positions.
- C. The first ninety (90) days of full-time employment of an employee constitutes a probationary period. The probationary period may be extended by up to an additional sixty (60) days upon prior written notification to the employee and the Union. The probationary period of part-time employees will be the aggregate full-time equivalent of full-time employees.
- D. All new full-time employees will be supplied with copies of available health insurance and/or other benefit program.
- E. Part-Time Employees
 - 1. Part time Employees, at a minimum of 32 hours per week will receive on a prorated basis the following benefits only; holidays, vacations, personal days, sick leave, bereavement leave and jury duty.
 - 2. Part time employees working less than 32 hours shall receive sick time as required by law.
- F. The Americans with Disabilities Act shall be recognized in its entirety for hiring, maintaining employment, and equal access with properly designed equipment for all disabled employees.
- G. At the discretion of the DPW Director, DPW employees may wear shorts during summer hours.
- H. A clothing allowance of \$750.00 per year will be allotted to DPW employees for the purchase of appropriate uniforms. ***The Township will supply safety glasses and hard hats to employees. Employees will be responsible for purchasing of boots, gloves, pants and shirts. Steel toed shoes are recommended and will be required for employees as recommended by OSHA / PEOSHA standards for certain job descriptions. A waiver of steel toed footwear will be available for other employees not bound by OSHA / PEOSHA standards. Said waiver is voluntary for employee to sign and employee assumes full responsibility for execution of waiver.***

ARTICLE XXX – SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXXI – FULLY BARGAINED AGREEMENT

- A. This Agreement represent and incorporates the complete and final understanding and settlement of the parties of all bargain able issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement,

APPENDIX A

Title	2022	2023	2024	2025
DPW Laborer – Part Time	\$14.96	\$15.26	\$15.57	\$15.89
DPW Laborer–Probation	\$15.93	\$16.25	\$16.58	\$16.92
DPW Laborer–1 st Year after Probation	\$17.81	\$18.16	\$18.53	\$18.90
DPW Laborer 3 rd Class –Eligible after 2 nd Year	\$20.59	\$21.01	\$21.43	\$21.86
DPW Laborer 2 nd Class- Eligible after 4 Years	\$22.29	\$22.74	\$23.20	\$23.67
DPW Laborer 1 st Class-Eligible after 10 years	\$24.37	\$24.86	\$25.36	\$25.87
CDL Driver Probation	\$20.59	\$21.00	\$21.43	\$21.86
CDL Driver Class 4 –Eligible after 1 Year	\$24.03	\$24.51	\$25.00	\$25.50
CDL Driver Class 3 – Eligible after 5 Years	\$25.95	\$26.47	\$27.00	\$27.54
CDL Driver Class 2 – Eligible after 10 Years	\$27.47	\$28.02	\$28.58	\$29.16
CDL Driver Class 1 – Eligible after 15 Years	\$28.35	\$28.92	\$29.50	\$30.09
Heavy Equipment Operator	\$25.39	\$25.90	\$26.42	\$26.95
Mechanic – Probation	\$22.90	\$23.36	\$23.83	\$24.31
Mechanic 4 th Class – 1 st Year after Probation	\$24.89	\$25.39	\$25.99	\$26.51
Mechanic 3 rd Class – Eligible after 2 nd Year	\$26.31	\$26.84	\$27.38	\$27.93
Mechanic 2 nd Class – Eligible after 4 Years	\$27.64	\$28.20	\$28.77	\$29.35
Mechanic 1 st Class – Eligible after 10 Years	\$28.35	\$28.92	\$29.50	\$30.09

Title	2022	2023	2024	2025
Flex Clerk	\$14.96	\$15.26	\$15.57	\$15.89
Admin. <i>Asst.</i> Clerk – Probation	\$15.00	\$15.30	\$15.61	\$15.92
Admin. <i>Asst.</i> Clerk- 1 st Year after Probation	\$16.85	\$17.19	\$17.54	\$17.89
Admin. <i>Asst.</i> Clerk – Eligible After 2 nd Year	\$19.71	\$20.11	\$20.52	\$20.93
Admin. <i>Asst.</i> Clerk – Eligible after 4 Years	\$20.57	\$20.99	\$21.41	\$21.84
Senior Admin. <i>Asst.</i> Clerk – Eligible after 10 Years	\$22.67	\$23.13	\$23.60	\$24.08
Senior Admin. <i>Asst.</i> Clerk – Eligible after 15 Years	\$24.10	\$24.59	\$25.09	\$25.60
Construction Clerk – Probation	\$19.25	\$19.64	\$20.04	\$20.44
Construction Clerk -	\$22.64	\$23.10	\$23.57	\$24.05
Senior Const. Clerk – Eligible after 10 Years	\$24.58	\$25.08	\$25.59	\$26.11
Senior Const. Clerk – Eligible after 15 Years	\$25.99	\$26.51	\$27.04	\$27.58
Zoning Board Secretary	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Planning Board Secretary	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Bus Driver	\$21.36	\$21.78	\$22.22	\$22.67
Meals on Wheels Courier	\$16.90	\$17.24	\$17.59	\$17.95

APPENDIX B**Single Coverage**

Less than \$20,000	2.5%
\$20,000 - \$24,999	3.5%
\$25,000 - \$29,999	5.5%
\$30,000 - \$34,999	8.0%
\$35,000 - \$39,999	9.0%
\$40,000 - \$44,999	10.0%
\$45,000 - \$49,999	12.0%
\$50,000 - \$54,999	18.0%
\$55,000 - \$59,999	21.0%
\$60,000 - \$64,999	25.0%
\$65,000 - \$69,999	27.0%
\$70,000 - \$74,999	30.0%
\$75,000 - \$79,999	31.0%
\$80,000 - \$94,999	32.0%
\$95,000 and over	33.0%

Spouse/Partner or Parent/Child Coverage

Less than \$25,000	1.5%
\$25,000 - \$29,999	2.5%
\$30,000 - \$34,999	4.5%
\$35,000 - \$39,999	5.0%
\$40,000 - \$44,999	6.0%
\$45,000 - \$49,999	8.0%
\$50,000 - \$54,999	13.0%
\$55,000 - \$59,999	15.0%
\$60,000 - \$64,999	19.0%
\$65,000 - \$69,999	21.0%
\$70,000 - \$74,999	24.0%
\$75,000 - \$79,999	25.0%
\$80,000 - \$84,999	26.0%
\$85,000 - \$99,999	28.0%
\$100,000 and over	33.0%

Family Coverage

Less than \$25,000	1.5%
\$25,000 - \$29,999	2.0%
\$30,000 - \$34,999	3.0%
\$35,000 - \$39,999	4.0%
\$40,000 - \$44,999	5.0%
\$45,000 - \$49,999	7.0%
\$50,000 - \$54,999	10.0%
\$55,000 - \$59,999	12.0%
\$60,000 - \$64,999	15.0%
\$65,000 - \$69,999	17.0%
\$70,000 - \$74,999	20.0%
\$75,000 - \$79,999	21.0%
\$80,000 - \$84,999	22.0%
\$85,000 - \$89,999	24.0%
\$90,000 - \$94,999	26.0%
\$95,000 - \$99,999	27.0%
\$100,000 - \$109,999	30.0%
\$110,000 and over	33.0%

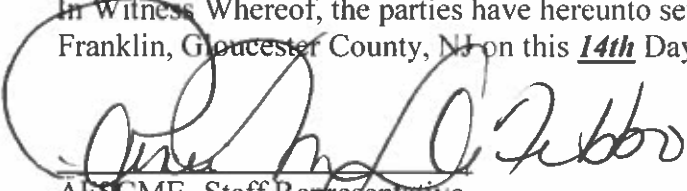
nor whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXXII – DURATION

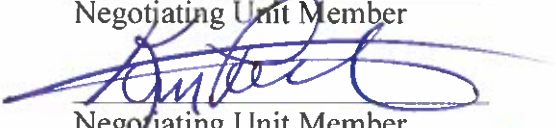
- A. This Agreement shall be in full force and effect as of January 1, **2022** and shall remain in effect to and including December 31, **2025**.
- B. This Agreement shall continue in force and effect from year to year thereafter, unless either party gives the other notice, in writing, no sooner than one hundred fifty (150) or no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this Agreement.

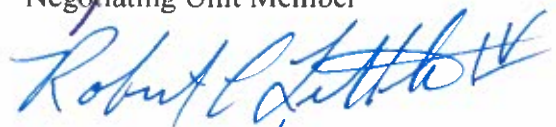
In Witness Whereof, the parties have hereunto set their hands and seals at the Township of Franklin, Gloucester County, NJ on this 14th Day of June, 2022


AFS-CME- Staff Representative

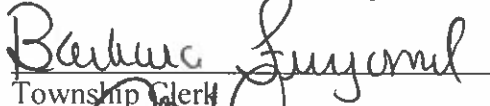

Negotiating Unit Member

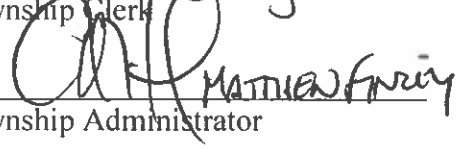

Negotiating Unit Member


Negotiating Unit Member


S. REGIONAL DIRECTOR


Mayor of Franklin Township


Township Clerk


Township Administrator