

AGREEMENT

between

THE TOWNSHIP OF MAPLEWOOD

And

FMBA LOCAL 425

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THIS AGREEMENT entered into this _____ day of _____ 2004, by
and between:

THE TOWNSHIP OF MAPLEWOOD, NEW JERSEY, (hereinafter referred
to as the "Township" or the "Employer")

And

Maplewood Dispatchers
Fireman's Mutual Benevolent Association
Local No. 425,

(Hereinafter referred to as "FMBA" or the "Dispatchers").

WITNESSETH THAT:

WHEREAS, the parties have carried on collective negotiations regarding
wages, hours of work and other terms and conditions of employment for certain
employees of the Township; and

WHEREAS, the parties desire to embody the results of the collective
negotiations in a written agreement,

NOW, THEREFORE, in consideration of the mutual promises herein
contained, the parties agree as follows:

ARTICLE I. RECOGNITION

- A. The Township of Maplewood hereby recognizes the FMBA as the
exclusive and sole representative for collective negotiations concerning
salaries, hours and other terms and conditions of employment for all full-
time employed civilian 9-1-1 dispatchers.
- B. This Agreement shall be effective retroactive to January 1, 2003, up to
and including December 31, 2006. Negotiations for a successor
agreement shall commence and proceed pursuant to the rules and

regulations of the Public Employment Relations Commission, but the terms and provisions of this Agreement shall continue in effect until such successor agreement is executed.

- C. This Agreement shall be applicable to all employees in the unit represented by the Local 425 as set forth herein.
- D. Unless otherwise indicated the term "dispatcher", "EMT-dispatcher", "employee", or "employees" when used hereinafter in this Agreement refers to all persons represented by the FMBA in the above-defined negotiating unit.

ARTICLE II. MANAGEMENT RIGHTS

- A. It is recognized that the management of the Township offices, the control of the properties and the maintenance of order and efficiency, are solely the responsibilities of the Township. Accordingly, the Township retains the following rights, including, but not limited to: selection and direction of the workforce; to hire, suspend, or discharge for just cause; to establish work-related rules and regulations; to decide the staff, scheduling and work assignments; to take disciplinary action for just cause; to assign, promote, demote or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, direct the performance of the work and the amount of supervision necessary; to determine the equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of

equipment and materials; and to purchase services of others, contract, sub-contract or otherwise.

- B. The Township retains all rights of management unless otherwise specifically restricted by this Agreement and/or the provisions of the New Jersey Employer Employee Relations Act or other laws, rules and regulations.
- C. Promotions, transfers, and assignments are subject to seniority and ability to perform work as set forth.

ARTICLE III. GRIEVANCE PROCEDURE

- A. A grievance shall be any complaint of a full-time dispatcher of Local 425 with respect to the application of the terms and provisions of this Agreement.
- B. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to the grievances that may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- C. Nothing herein contained shall be construed as limiting the right of any full-time dispatcher having a grievance to discuss the matter informally with the Chief of Police of the Maplewood Police Department, and having the grievance adjusted without intervention of Local 425, provided an adjustment is not inconsistent with this Agreement. Local 425 shall be given the opportunity to be present at such adjustments provided the grievance requests same.

- D. An aggrieved full-time dispatcher shall institute action under the provisions hereof within 15 calendar days after the event being grieved. Failure to act within the said 15 calendar days shall be deemed to constitute an abandonment of the grievance.
- E. The following procedure is mutually agreed upon for the settlement of grievances:

STEP ONE: The grievant or Local 425 shall institute action under the provisions herein within 15 calendar days after the event giving rise to the grievance has occurred. The grievant or Local 425 shall discuss the grievance with the immediate supervisor and attempt to resolve the matter informally.

STEP TWO: In the event that the grievant or Local 425 is not satisfied with the outcome of the proceedings set forth at step one, the written grievance may be presented within seven (7) calendar days of the discussion with the immediate supervisor to the Dispatch Supervisor. The Dispatch Supervisor shall respond to the grievance within seven (7) calendar days after receipt.

STEP THREE: In the event that the aggrieved person is not satisfied with the decision of the Dispatcher Supervisor at Step Two, or in the event that no decision has been rendered by his or her Supervisor (Patrol Division Commander) within seven (7) calendar days after presentation of the grievance to him, the matter shall be presented by Local 425 to the Chief of Police. The Chief of Police shall render a decision in writing within seven calendar days after presentation.

STEP FOUR: In the event that the grievant or Local 425 is not satisfied with the decision of the Chief of Police at Step Three, the written grievance may be presented within seven (7) calendar days thereafter to the Mayor and Township Committee. With the consent and approval of Local 425, the grievance may be presented to the Mayor and Township Committee by providing written notice to the Township Clerk. The grievance shall be addressed at the next regularly scheduled meeting of the Mayor and Township Committee provided that the grievance is presented to the Township Clerk at least seven (7) calendar days prior to the next regularly scheduled meeting. The Mayor and Township Committee shall render a written decision within fourteen (14) calendar days after its review and consideration of the grievance.

STEP FIVE: In the event that the grievance has not been satisfactorily resolved at Step Four, Local 425 or the Township may submit the dispute to arbitration within fourteen (14) calendar days after Local 425's receipt of the Step Four decision of the Mayor and Township Committee. Arbitration may be brought by submitting a written request to the Public Employment Relations Commission (PERC) and providing a copy of the request to the adverse party. The arbitration proceeding, including the selection of the arbitrator, conduct of the hearing and issuance of subpoenas, shall be in accordance with PERC rules and regulations. The cost for the services of the arbitrator shall be borne equally by the Township and Local 425. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

The Township and Local 425 direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute. The arbitrator shall be bound by the provisions of this Agreement and the laws of the State of New Jersey and be restricted to the application of the evidence presented at the hearing. 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. The Township shall allow one Local 425 union official and the grievant time off with pay and all the Local's witnesses time off without pay to attend the arbitrator's hearing(s) for the day(s) of scheduled hearings established by the arbitrator. When the Local has multiple witnesses, it shall cooperate with the Employer, in consultation with the arbitrator, in an effort to schedule witnesses' attendance at hearings so that excessive disruption of the work schedule is avoided.

- F. A grievance affecting a group of employees may be submitted by Local 425 on behalf of said named group at Step Two of the grievance procedure.
- G. If a decision is not rendered by the Township within the time limits presented for a decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. If a decision is not appealed by the Union within the time limits herein set forth at any step in the grievance procedure, then the grievance shall be deemed to have been abandoned. Once abandoned, the Union may not re-file the same

grievance unless there are substantial differences in circumstances or the involved parties.

ARTICLE IV. DISCIPLINE

- A. Discipline of an employee shall be imposed only for just cause in accordance with the standard disciplinary procedures established for all civilian employees of the Police Department. The Township shall implement and apply these rules and regulations in accordance with the United States and New Jersey Constitutions, federal and state laws and administrative regulations.

ARTICLE V. RETENTION OF BENEFITS

- A. Except as otherwise provided herein, all working conditions under which the dispatchers are presently operating shall be maintained and continued by the Employer during the term of this Agreement. Current conditions shall also be maintained during the period when the agreement has expired until a new agreement is in effect. The Township may only change these working conditions after meeting and conferring with the union and negotiating the impact of any proposed change on the members.
- B. The provisions of all municipal ordinances and resolutions pertaining to the dispatchers of the Police Department, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in the Agreement as if set forth herein at length. The Township may only change these ordinances and

resolutions after meeting and conferring with the union and negotiating the impact of any proposed change on the members.

ARTICLE VI. INSURANCE

- A. Full time employees, defined as those who work 30 hours per week or more on a regular basis, are eligible to receive health benefits.
1. Medical: The Township shall provide medical coverage to all full time employees as defined above. Coverage shall be extended to the entire family of the employee as per health plan specifications.
 2. Dental: The Township shall provide dental coverage to all full time employees as defined above. Coverage shall be extended to the entire family of the employee as per dental plan specifications.
- B. The Township reserves the right to change carriers and/or self-insure so long as substantially similar benefits are provided.

ARTICLE VII. LONGEVITY

- A. Full time employees hired after November 1, 1993 and before January 1, 2004 shall receive the following longevity payments.

<u>ANNUAL AMOUNT</u>	<u>YEARS OF SERVICE</u>
\$500.00 per year	After 5 years
\$1,000.00 per year	After 10 years
\$1,500.00 per year	After 15 years
\$2,000.00 per year	After 20 years
\$2,500 per year	After 25 years

- B. Anyone hired prior to November 1, 1993, will receive percentage increases pursuant to Township Ordinance.

- C. Calculation shall be based on total number of full consecutive years of employment with the Township as of the first of the month following the anniversary date of employment.
- D. Beginning January 1, 2004, longevity pay shall be rolled into base pay for all purposes as required by law. The longevity roll in shall be in lieu of lump sum longevity payments.

ARTICLE VIII. LEAVES

- A. Funeral Leave. Time off with pay shall be given from the day of death of a person in an employee's immediate family, until the day after the funeral, not to exceed 3 calendar days immediately following the relative's death. In a case involving unusual circumstances, the Police Chief may grant additional days off. Immediate family shall be defined as follows - mother, father, son, daughter, stepchildren, sister, brother, husband, wife, grandparents and grandchildren of the dispatcher, mother-in-law, father-in-law. Any employees requesting a day off for this purpose shall submit a written statement to his/her supervisor which shall set forth the name of the deceased and the relationship to the employee.
- B. Military Leave. Any employee who is a member of the National Guard of the US Armed Forces Reserves and is called into the Armed Forces of the United States during national emergency shall be given a leave of absence and will accumulate seniority during such period of service not to exceed four years. Upon termination of such service, the employee will be reemployed in accordance with the laws of the State of

New Jersey and the U.S. Government, provided that the employee returns to work within one month of discharge; has not been dishonorably discharged; the job or a comparable job is available; and the employee is physically, mentally, and emotionally able to perform such work.

- C. Leave Without Pay. Any employee with three or more years of service desiring leave of absence without pay from his/her employment shall request such leave in writing, stating the reason for the leave, and must receive permission in writing from the Police Chief in order for it to be effective, which leave shall not be unreasonably withheld. The maximum leave of absence shall be for 90 days and may be extended for a like period by the Police Chief. During the period of absence, the employee shall not engage in any gainful employment without the consent of the Police Chief. An employee who fails to comply with this provision shall be subject to disciplinary action up to and including termination. Seniority shall be retained, but shall not accrue during such leaves. Time on leave shall not be counted in computing service for vacation or longevity purposes. The employee must make suitable arrangements for continuation of all insurance and pension payments, if any, before the leave may be approved by the Police Chief. The Police Chief shall have the right to require an employee returning from leave of absence for illness or injury to undergo a physical examination by the Township's designated physician before he/she returns to the job. An employee shall not be allowed more than 6 months leave without pay during the term of this Agreement.

D. Medical Leave. Local 425 agrees to abide by the current regulations of the Township with regards to medical leave (which includes pregnancy).

A copy of these regulations may be obtained by contacting the Administrator's Office.

E. Sick Leave.

- 1) Each full-time dispatcher will be allowed fifteen (15) sick days per calendar year. For any full-time dispatcher employed less than one year, sick time will be pro-rated monthly.
- 2) The Township shall provide a disability plan for full time employees for up to 26 weeks of disability with a seven (7) day waiting period. The Township disability plan shall be substantially similar to the New Jersey Disability Plan.
- 3) Dispatchers will be paid for any current year unused sick time up to a maximum of twelve (12) days at the end of the current calendar year. This payment will be prorated on a monthly basis at the rate of one (1) day per completed month of employment. This payment for unused sick leave will be made in the last pay period of December in the calendar year in which it was given, at the individual dispatcher's hourly rate per day on December 31 of the calendar year in which it was given.
- 4) Dispatchers with any banked days existing before January 1, 2004, will also be paid for those days in the last pay period of December 2004.

- 5) An employee will receive one incentive reward day for every four-month period he/she has not used any sick leave commencing on January 1st. The incentive day must be taken in the four-month period immediately following the period in which it was earned.
- 6) Sick time is advanced at the beginning of the year, with the exception of the first year of employment, therefore, if an employee separates from service or retires and has used more sick time than they earned at that point in the year, they shall pay to the Township the equivalent of the unearned sick time. Such payment shall be deducted from the employee's last paycheck.
- 7) Sick leave shall be taken in full day increments, except that 2 of the sick days may be taken in 4-hour increments. An employee who is absent due to illness for less than 4 hours shall have his/her sick leave balance credited with 4 hours of usage up to 2 full sick days. Thereafter, a 4-hour sick leave usage shall be credited as a full day sick usage. The use of any sick leave during a four-month period, including a 4-hour usage will make the employee ineligible for an incentive reward day.

ARTICLE IX. WORK SCHEDULE

- A. Dispatchers will work five days on and two days off.

One dispatcher will work his/her 40 hours in three days. Due to the hours needed to work this position, this dispatcher shall accept the responsibility of being physically and mentally prepared to perform all duties that are expected of them in an efficient manner.

Hours will be 0700 – 1500
 1500 – 2300
 2300 – 0700

- B. Due to the need to provide for a smooth transition between shifts, the Township reserves the right to stagger the starting and ending times of the above schedule by no more than 30 minutes for individual members. The Township will provide a 45 calendar day advanced notice before instituting this change and will meet and confer with the union to minimize any impact of this change on the membership.
- C. The above work schedule may be changed to correspond to any revisions agreed to by the P.B.A. The Township will provide a 45 calendar day advanced notice before instituting this change and will meet and confer with the union to minimize any impact of this change on the membership.

ARTICLE X. SENIORITY

- A. Seniority is defined as an employee's total length of continuous service with the Township beginning with his or her date of full-time hire. It is agreed that any employee who is granted a leave of absence without pay shall not accumulate such credit while he or she is on such leave unless required by law.
- B. Seniority shall be used for purpose of providing preferential treatment for the most senior employee in the selection of vacations among dispatchers, permanent transfers, permanent reassignments, layoffs, and any other substantial employee advantages.

- C. An employee shall lose his/her accrued seniority only for a break in service for any reason (e.g. lay off, voluntary quit, extended sick leave), which is in excess of 12 full calendar months.

ARTICLE XI. OVERTIME

- A. All work in excess of an employee's basic work week shall be considered as overtime and shall be compensated at the rate of time and one-half of their current salary rate or, at the employees discretion, may take the equivalent in compensatory time. All overtime will begin when the member reports for duty at his / her assigned station.
- B. An employee required to work overtime beyond his or her regular tour of duty shall be compensated on the following basis:
- 1) Up to 40 minutes at the end of a shift, he/she shall receive compensation for one-hour straight time.
 - 2) In excess of 40 minutes, he/she shall be compensated at the rate of time and one-half of their regular rates on a minute-per-minute basis from the end of his/her shift.
- C. Any dispatcher required to holdover cannot be held for more than four hours except in emergency conditions. During those emergency conditions, the watch commander shall make attempts to contact off duty personnel to minimize the holdover. However, should the dispatcher agree to work the remaining hours of the tour they shall be compensated at the regular overtime rate of time-and-one-half.
- D. A dispatcher who is called to duty prior to his/her scheduled shift and continues to work for that scheduled shift will be paid overtime pay for

all time before the start of the shift with a guaranteed minimum of two hours' pay at the prevailing overtime rate for all overtime hours worked, whichever is greater. A dispatcher who is recalled to duty to work after returning to his/her domicile after a scheduled shift shall be guaranteed a minimum of four (4) hours' pay at straight time or at the prevailing overtime rate for all hours worked, whichever is greater.

- E. A dispatcher called in on a day off for training, completing administrative tasks and similar activities shall be guaranteed a minimum of four hours at straight time or at the prevailing overtime rate for all hours worked, whichever is greater and will not be held over more than eight hours.
- F. Monetary compensation, at the employee's discretion, shall be paid to the member within the pay period such overtime is earned, unless it is within the last nine days of such pay period. If overtime is earned within the last nine days of the current pay period, it shall be paid to the member at the next regular pay date.

ARTICLE XII. USE OF COMPENSATORY TIME

Compensatory time off will be granted at the dispatcher's request whenever possible, subject to the manpower needs of the department as determined by the Chief. Unreasonable accumulation shall be defined as any time in excess of 80 hours. In no event will a dispatcher be compelled to accept compensatory time in amounts of less than eight hours. Whenever a dispatcher requests to use accrued compensatory time off and, due to the needs of the Department, the dispatcher is denied such use, the dispatcher, at his/her election, shall be paid for the amount of compensatory time off requested and

denied. Whenever a dispatcher has accumulated a total of 80 hours of compensatory time off, any additional overtime worked in excess of 80 hours shall be paid with monetary compensation. All payments in lieu of compensatory time taken off shall be deducted from the total amount of compensatory time available to the member.

ARTICLE XIII. VACATIONS

- A. Vacations may be granted to all employees of the municipality, at times fixed by the head of the department of the employee in accordance with the following schedule:
- 1) Persons employed prior to August 1st in any calendar year may in that year receive a vacation of one day for each month of consecutive service up to August 1st.
 - 2) Persons employed after August 1st in any calendar year may in the next succeeding calendar year receive a vacation of one day for each month of consecutive service from the date of employment to the date of commencement of vacation, but in no event more than ten working days.
 - 3) Persons employed from one to three consecutive years may receive a vacation of two calendar weeks.
 - 4) Persons who have completed three years of consecutive service with the municipality may, in the calendar year following the year in which such three years of service are completed, receive a vacation of three calendar weeks plus one day, of which not more than two calendar weeks may be consecutive.

- 5) Persons who have completed eight consecutive years of service with the municipality may in the calendar year following the year in which such eight consecutive years of service are completed, receive a vacation of three calendar weeks plus two days of which not more than two calendar weeks may be consecutive.
- 6) Persons who have completed twelve consecutive years of service with the municipality may in the calendar year following the year in which such twelve consecutive years of service are completed, receive a vacation of three calendar weeks plus three days.
- 7) Persons who have completed sixteen consecutive years of service with the municipality may in the calendar year following the year in which such sixteen consecutive years of service are completed, receive a vacation of three calendar weeks plus four days of which not more than two calendar weeks may be consecutive.
- 8) Persons who have completed nineteen consecutive years of service with the municipality may in the calendar year following the year in which such nineteen consecutive years of service are completed, receive a vacation of four calendar weeks plus two days of which not more than two calendar weeks may be consecutive.

ARTICLE XIV. HOLIDAYS

- A. The Township shall recognize the following holidays. Members will not have time off for a holiday but shall continue working their normal tours of duty. Every member who is actively employed on the date of one of the cited holidays shall receive 8 hours of straight time hourly pay for the

holiday in the paycheck covering the period in which the holiday occurred. An employee who was scheduled to work on a holiday but who does not work the holiday due to illness shall not receive the 8 hours of holiday pay. Only if the employee was absent due to illness the two days prior to the holiday and provides a doctor's certificate will they receive the holiday pay.

New Year's Day (January 1)

Martin Luther King Day

Lincoln's Birthday (February 12)

Presidents' Day

Good Friday

Memorial Day

Independence Day (July 4)

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday After Thanksgiving

Christmas Day

ARTICLE XV. DRESS CODE

The dress code shall mean neat, clean and appropriate and authorized clothing. Shirts and/or sweatshirts authorized by the Chief of Police and supplied by the Township shall be worn on duty along with dark colored slacks.

No sneakers, jeans, sweat suits, sweat pants, or hats shall be worn while on duty. A nametag shall be worn when supplied by the department.

ARTICLE XVI. ADDITIONAL RESPONSIBILITIES

A. Matron Duties

- 1) Any female dispatcher recognized by the Township as a certified matron shall receive upon the performance of the duties compensation at the rate of their overtime dispatch rate.
- 2) Due to the responsibilities connected with being a matron no female dispatcher shall be required to perform both matron duties and dispatch duties concurrently.

B. Training Officer

Any dispatcher recognized by the Township as a Training Officer will receive one hour of compensatory time per training week to cover time needed to process the necessary paperwork.

C. Additional Certifications

Should the Township request or require further certifications or the updating of current certifications, the Township shall assume the responsibility of paying for the classes and the employee shall be compensated by receiving time off to attend the necessary classes.

ARTICLE XVII. NON-DISCRIMINATION

The Township agrees not to discriminate against any employee due to union membership, union-related activity or any basis that is prohibited by law.

ARTICLE XVIII. UNION SECURITY AND AGENCY SHOP

- A. The Township agrees to deduct the Local 425 monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Township by the Treasurer of the Local 425 and the aggregate deductions of all employees shall be remitted to the Treasurer of Local 425 together with a list of names of all employees for whom the deductions were made by the tenth day of the succeeding month after such deductions are made.
- B. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Local 425 within thirty (30) days thereafter, any new employee who does not join the Local 425 within thirty (30) days of initial employment within the unit and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment pay a representation fee to the Local 425 by automatic payroll deduction. The representation fee shall be in an amount up to 85% of the regular Local 425 membership dues, fees and assessments as certified to the Township by the Local 425. The Local 425 may revise its certification of the amount of the representation fee at any time to reflect changes in the Local 425 membership dues, fees and assessments. The Local 425's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Local 425 remains the majority representative of the employees in the unit,

provided that no modification is made in this provision by a successor agreement between the Local 425 and the Township.

- C. The Local 425 shall establish and maintain a demand and return system in accordance with N.J.S.A. 34:13a-5.5 and N.J.S.A. 34:13a-5.6.
- D. The Local 425 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 provision. The Local 425 shall intervene in, and defend, any administrative or court litigation concerning this provision. In such litigation, the Township shall have no obligation to defend this provision but shall cooperate with the Local 425 in defending this provision.

ARTICLE XIX. UNION RIGHTS AND PRIVILEGES

- A. Whenever any representative of Local 425 or any employee is mutually scheduled by the parties to participate during the employee's scheduled working hours in negotiations, grievance proceedings in Steps 1 through 4 inclusive of the grievance procedure, conference or meetings, he/she shall suffer no loss in pay or other fringe benefits and shall receive time off with pay. An employee may have a representative of Local 425 present during the grievance proceedings.
- B. With regard to grievance arbitration hearings, Step 5 of the grievance procedure, the Township shall allow one Local 425 official and the grievant time off with pay and all the Local's witnesses time off without pay to attend the arbitrator's hearing(s) for the day(s) of scheduled hearings established by the arbitrator. When the Local has multiple

witnesses it shall cooperate with the Township, in consultation with the arbitrator, in an effort to schedule witnesses attendance at hearings so that excessive disruption of the work schedule is avoided.

- C. The Local shall have the right to use a bulletin board in the Dispatch area. The Police Chief has the right to prohibit any inappropriate items.
- D. The President or State Delegate of the FMBA Local 425 shall have the right to attend regular Local and State FMBA monthly meetings without loss of pay.

ARTICLE XX. HEALTH AND SAFETY

- A. The Township shall furnish a place of employment that shall be reasonably safe and healthful for employees. The Township shall install, maintain and use such employee protective devices and safeguards, and the employees shall be responsible for the same, including methods of sanitation and hygiene, and where a substantial risk of physical injury is inherent in the nature of a specific work operation, shall also with respect to such work operation establish and improve such work methods as are reasonably necessary to protect the life, safety and health of the employee with due regard for the nature of the work required.
- B. The Township shall comply with the provisions of the Worker Health and Safety Act of the State of New Jersey and regulations promulgated therein.
- C. Employees are to discuss with their shift commander where conditions exist which violate the provisions of this paragraph or violate health or safety laws, rules or regulations. The Township shall promptly

investigate employee complaints of unsafe, unhealthful conditions. The Township shall take corrective action for unsafe and/or unhealthy conditions at the earliest time possible.

ARTICLE XXI. TREATMENT OF EMPLOYEES

Employees and the employer shall be courteous and employees shall not be subject to abusive language from the superiors. The foregoing shall also apply to employees.

ARTICLE XXII. NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer-Employee Relations Act in good faith effort to reach agreement on all matters concerning the terms and conditions of employment of the Township employees included in Article 1. Such negotiations shall begin not later than September 15 of the calendar year in which the agreement expires. Any agreement so negotiated shall apply to all employees included in Article 1, and shall be reduced to writing, signed by authorized representatives of the Township of Maplewood and the members of the FMBA Local 425.
- B. The Township agrees that there shall be no change in the specific terms and conditions of this Agreement during the lifetime of this Agreement, except through negotiations between the parties or the Township managerial prerogative.

ARTICLE XXIII. PROBATIONARY PERIOD

- A. All full time employees hired after January 1, 2004 shall be considered probationary until the successful completion of one year of continuous employment with the Township. Successful completion shall be determined by an evaluation from the Chief of Police.
- B. Discharges during the probationary period shall not be subject to the grievance procedure. Discipline, however, may be grieved up to the fourth step of the grievance procedure, but it may not be arbitrated.

ARTICLE XXIV. SALARY

Salary schedules for all dispatchers recognized as being represented by the FMBA Local 425 shall be as follows:

January 1, 2003 through December 31, 2003

Grade 3	\$33,468.00 per annum
Grade 2	\$34,312.00 per annum
Grade 1	\$34,862.00 per annum

January 1, 2004 through December 31, 2004

Grade 3	\$34,640.00 per annum
Grade 2	\$35,513.00 per annum
Grade 1	\$36,083.00 per annum

January 1, 2005 through December 31, 2005

Grade 3	\$35,852.00 per annum
Grade 2	\$36,756.00 per annum
Grade 1	\$37,345.00 per annum

January 1, 2006 through December 31, 2006

Grade 3	\$37,107.00 per annum
Grade 2	\$38,042.00 per annum
Grade 1	\$38,653.00 per annum

Grade increments are paid each year on the employee's anniversary. All of the above is based on a 4/2 work schedule except as provided in Schedule B attached hereto entitled "Amendment to Current Work Schedule (Trial Basis)."

SCHEDULE A:

Amendment to the Current Work Schedule (Trial Basis)

Trial Period – January 1, 2000 – December 31, 2000

Schedule

Dispatchers will work five (5) days on and two (2) days off.

One dispatcher will work his/her 40 hours in three (3) consecutive days. Due to the hours needed to work this position, this dispatcher shall accept the responsibility of being physically and mentally prepared to perform all duties that are expected of them in an efficient capacity.

Hours will be: 0700 – 1500

 1500 – 2300

 2300 – 0700

Vacations

As per Article XII Vacation.

FMBA convention weeks will be blocked out of the vacation schedule.

Break Time

One thirty (30) minute break. One ten (10) minute break. Or, one forty (40) minute break, work load permitting. There will be no overtime pay if lunch is not taken.

Trial Period

Upon completion of the trial period, the schedule will be reviewed. It will also be reviewed every six months thereafter. This trial schedule may be cancelled by the administration with sixty (60) days notice and dispatchers revert back to the prior 4 – and – 2 schedule.

Salary

The members' salary will be increased by 2.5 hours per week (straight time) at the prevailing rate to compensate for the additional hours worked under this amended trial work schedule. This additional compensation will end if the dispatchers revert back to the prior 4 - and - 2 schedule.

January 1, 2003 through December 31, 2003

Grade 3 \$35,758.00 per annum

Grade 2 \$36,660.00 per annum

Grade 1 \$37,261.00 per annum

January 1, 2004 through December 31, 2004

Grade 3 \$37,010.00 per annum

Grade 2 \$37,943.00 per annum

Grade 1 \$38,565.00 per annum

January 1, 2005 through December 31, 2005

Grade 3 \$38,305.00 per annum

Grade 2 \$39,271.00 per annum

Grade 1 \$39,915.00 per annum

January 1, 2006 through December 31, 2006

Grade 3 \$39,646.00 per annum

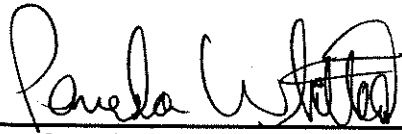
Grade 2 \$40,645.00 per annum

Grade 1 \$41,312.00 per annum

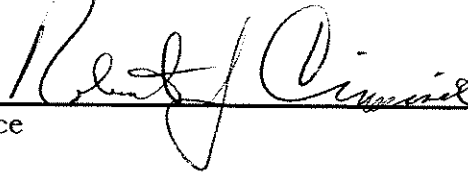
APPROVAL

- A. Only the final draft of this Agreement shall be considered when signed by representatives of both entities and approved by the Township.
- B. It is understood that any final trial or test schedule agreed upon by the Labor and Management Units is also subject to final approval.

END.



President, Local 425 FMBA

 11/3/04

Chief of Police

Approved 11/4/2004 by the Business Administrator

