

Collective Bargaining Agreement

-Between-

Borough of Jamesburg

-And-

**New Jersey State Firemen's
Mutual Benevolent Association
Local No. 417**

January 1, 2020 through December 31, 2023

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ARTICLE 1: RECOGNITION

1.1

This Agreement is between the Borough of Jamesburg, County of Middlesex, State of New Jersey, hereinafter referred to as the “Borough” or “Employer”, and the New Jersey Mutual Benevolent Association, Local No. 417 hereinafter referred to as the “Union”.

1.2

The Borough recognizes the Union as the exclusive representative of all Dispatchers of the Borough of Jamesburg.

ARTICLE 2: STATEMENT OF JOINT PURPOSE

2.1

The parties to this agreement affirm their understanding that the Borough of Jamesburg is an instrumentality of its citizens and that its governance is operated for the welfare of its people. It is the declared purpose of the parties hereto, to maintain the quality and efficiency of the Department’s service, ever mindful of the needs of the citizens of the Borough, State and Nation. To this end, the Borough and the Association join themselves together to observe in good faith the terms of this Agreement.

ARTICLE 3: GRIEVANCE AND ARBITRATION PROCEDURE

3.1

Any difference or disagreement between the parties, or between an employee or group of employees and the Employer involving the interpretation or the application of the provisions of this Agreement or involving the discipline, suspension or discharge of any employee, shall be defined as grievance and shall be taken up in the following manner without any suspension of work through strikes, slow-down or lock-out on account of such grievances.

3.2

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.

Step One: The grievance form shall be dated, signed by the employee or employees involved and the shop steward and submitted by the shop steward to the Chief of Police within seven (7) calendar days of the initial occurrence of the action or event upon which the grievance is based, provided however, that a grievance involving a discharge or layoff shall be submitted in the form and manner set forth in Step Two within three (3) calendar days from the date of the discharge or lay-off and shall immediately be processed as a Step Two grievance.

The Chief of Police shall reply in writing within seven (7) calendar days after receiving the written grievance.

Step Two: If the grievance is not settled at Step One, the Union shall within seven (7) calendar days after the date of the Chief of Police's written answer to the written grievance, request a discussion of the grievance with the Personnel Committee.

Such discussion shall take place between the Personnel Committee and representatives of the Union within fourteen (14) calendar days of the Union's request for discussion. Such discussion may include the aggrieved employee or employees involved. At the conclusion of Step Two, the employer shall give its final determination within fourteen (14) calendar days.

Step Three: If the grievance is not settled at Step Two, the grievance may be submitted to arbitration as follows:

Within fourteen (14) calendar days after the final written determination is given as per Step Two, the party desiring arbitration shall give written notification to the other party of its demand to arbitrate stating the nature of the issue to be arbitrated, the specific provisions of the Agreement involved, and the relief or remedy sought. The party desiring arbitration shall simultaneously request the New Jersey State Board of Mediation (NJSBM) to submit a panel from which the arbitrator may be chosen in accordance with the rules and procedures of NJSBM. The arbitrator so selected shall hear the grievance at a mutually agreeable time and place and shall render its award in writing, which award shall be final and binding on the employer, the Union and employee or employees involved. The Employer and the Union shall divide equally and pay the fees and expenses of the arbitrator. All other expenses shall be paid by the party incurring them.

3.3

The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

The arbitrator shall be bound by the provisions of this Agreement and the constitution of laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance.

The arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provision of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

The Union and the Borough 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.

3.4

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. Nothing herein shall prevent the parties from mutually agreeing in writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE 4: LAYOFFS

4.1

The Employer retains the right to layoff or demote employees for economy, efficiency, or other related reasons. In the event such layoffs are made, same shall be accomplished by performance rating, seniority and/or veteran status, as set forth in N.J.A.C. 4:1-16.03.

4.2

In all cases, the Employer shall provide a minimum of fourteen (14) days advance notice to employees who are to be laid off.

4.3

Employees who are laid off pursuant to this Article shall be placed on an eligibility list as set forth in Title 4 of the Administrative Code. Such employees, if so qualified, shall be given preference over new employees. The employees shall remain on the recall list for a period of one (1) year, unless by statute or regulation that time is altered.

ARTICLE 5: WORK HOURS AND OVERTIME

5.1

All employees are expected to work a reasonable amount of overtime (reasonable amount of overtime is considered 12 hours over a four-day shift unless there is an emergency situation), as may be required to complete their work in a timely fashion or to meet the

operating needs of the Borough. Refusal to work overtime when directed to do so shall result in disciplinary action and possible termination.

All employees shall receive their straight hourly rate for each hour worked up to forty (40) hours per week. They shall be paid at a rate of one and one-half (1-1/2) times their hourly rate for any hours exceeding forty (40) hours per week.

Compensatory time is available for work over forty (40) hours per week with the approval of an immediate supervisor. All compensatory time shall be recorded when earned or used on the employee's timesheet. Employees shall be able to accumulate a maximum of thirty-two (32) hours compensatory time.

Full-time employees work a rotation of four (4) eight-hour days of work then two (2) days off.

Employees shall be paid at a rate of 1-1/2 times their hourly rate if the municipal offices close due to inclement weather or a state of emergency.

ARTICLE 6: HOLIDAYS

6.1

The Borough of Jamesburg recognizes the following holidays:

| | | | |
|------------------------|------------------|----------------|--------------------|
| New Year's Day | Memorial Day | Veteran's Day | Martin Luther King |
| Independence Day | Thanksgiving Day | Presidents Day | Labor Day |
| Day after Thanksgiving | Good Friday | Columbus Day | Election Day |
| Christmas Day | | | |

Employees shall receive one and one-half (1-1/2) their hourly rate of pay for each hour worked that falls on a holiday plus the holiday pay.

Employees who wish to observe religious holidays may do so without the loss of pay by using personal or vacation time, but only to the extent that the employee has not used all personal and vacation time.

ARTICLE 7: VACATION

7.1

The Borough provides paid vacation on the following basis unless otherwise provided by an authorized Agreement:

Vacation time shall be granted as follows:

- 1 year 10 days (80 Hours)
- 2-11 years 1 additional day per year (8 hours per year)
- Maximum vacation is 23 days (184 Hours)

All full time employees earn or accrue paid vacation at the rate of one-quarter of their full vacation for each three months of service during each vacation year, provided however that a new employee must work at least six months before he earns or accrues any vacation, at which time the new employee shall be entitled to ½ of his full vacation.

All accrued vacation time must be taken during the same vacation year or the four-month period immediately following the end of the vacation year.

Requests for vacation must be submitted a minimum of two weeks prior the start date for approval by the department head and Committee Chairman and Business Administrator.

Upon the termination of employment, the employee will be paid for all unused accrued vacation time on a pro-rated basis. An employee who quits without giving the Borough at least two weeks notice, however, forfeits all accrued vacation pay.

All vacation days shall be paid for at the employee's then rate of pay.

ARTICLE 8: PAID SICK LEAVE

8.1

Full time Employees are entitled to a maximum of 12 paid sick days during each calendar year. Except as otherwise provided in this handbook, sick days are intended to protect the employee against loss of income in the event of actual illness of the employee that prevents the employee from coming to work. Sick leave may be granted for the attendance upon a member of the immediate family who is seriously ill & requires such attention. Sick days will be granted on a pro-rated basis for the year in which any new employee begins employment. Sick time shall be pro-rated upon termination of employment.

Full-time employees may accrue up to 35 sick days; any unused time over 35 days may be purchased back at the rate of 50%.

Employees shall also be covered under NJSA 34:11D et seq.; New Jersey Earned Sick Leave Law. Family members under the Law are as follows:

- Child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner)
- Grandchild
- Sibling
- Spouse
- Domestic partner or civil union partner
- Parent
- Grandparent
- Spouse, domestic partner, or civil union partner of an employee's parent or grandparent
- Sibling of an employee's spouse, domestic partner, or civil union partner
- Any other individual related by blood to the employee
- Any individual whose close association with the employee is the equivalent of family

Under the Law a doctor's note may be required, if requested by the Chief of Police or his designee, for the family member.

8.2

Reporting Sick or Injured – Member must contact their supervisor at least two hours prior to shift on the sick or injured day in question.

8.3

Fictitious Illness or Injury Reports – Members shall not feign illness or injury, falsely report themselves ill or injured, or otherwise deceive or attempt to deceive any official of the Department as to the condition of their health.

8.4

Sick or Injured on Duty – Whenever a member becomes sick or injured on duty, he shall report such information to the supervisor on duty as soon as possible. A written report depicting all relevant information concerning such injury shall be submitted to his supervisor as soon as possible thereafter, along with the appropriate forms as required by the Chief of Police.

Unauthorized Absence – Unauthorized absence by a member will subject him to disciplinary action.

ARTICLE 9: SHIFT DIFFERENTIAL

9.1

Differential Pay – Full-time dispatchers shall receive compensation for shift differential at the following rate. Third Shift (11PM – 7AM) 2% of base pay for each employee that normally works that shift, Second Shift (3PM – 11PM) 1% of base pay for each employee that normally works that shift, lastly 0.5% of base pay for each employee that normally works both, First Shift (7AM-3PM) and Second Shift (3PM – 11PM) shall be added to their applicable salary and pay over the year. The differentials will be determined by the Chief of Police.

9.2

Additional Stipend - Beginning in 2021 Full-time dispatchers shall receive additional stipend for shift differential at the following rate. Third Shift (11PM – 7AM) shall receive no additional stipend for each employee that normally works that shift, Second Shift (3PM – 11PM) shall receive a \$100.00 stipend for each employee that normally works that shift, First/Second Shift (7AM – 3PM & 3PM – 11PM) shall receive a \$150.00 stipend for each employee that normally works both shifts, lastly First Shift (7AM – 3PM) shall receive a \$200.00 stipend for each employee that normally works that shift. The stipend shall be paid around the time of the January 15th payroll.

ARTICLE 10: PAID PERSONAL DAYS

10.1

Full time employees only are entitled to three (3) personal days per year. New employees shall be granted on a pro-rated basis. The employee must notify his department head in advance to claim any day as a personal day, personal days must be taken at time mutually convenient for the employee and the Borough. Personal days may not be carried over to the next year. Personal time shall be pro-rated upon termination of employment.

ARTICLE 11: RETIREMENT AND LIFE INSURANCE

11.1

All regular employees eligible under the rules of the New Jersey Public Employees Retirement System shall be enrolled for coverage under the system.

Any employee applying for Retirement Benefits shall notify the Business Administrator in writing at least three months before planned retirement.

In addition, it is recommended that an employee notify the Public Employees Retirement System for pension benefits at a minimum of six months prior to his or her planned retirement.

ARTICLE 12: BEREAVEMENT

12.1

Five (5) consecutive days leave in the event of death in the immediate family. (Immediate family to mean husband, wife, sibling, son, daughter, mother, father, mother-in-law, father-in-law, grandparent, grandparent-in-law or other relative living in the home of the employee).

An allowance of two (2) consecutive days will be granted for the death of uncle, aunt, sister-in-law, brother-in-law, son-in-law or daughter-in-law, niece or nephew.

This leave will be determined by the time of viewing, funeral and/or memorial – up to one (1) year from date of death not to exceed approved bereavement leave.

Compensation will be paid at the employee's normal base rate of pay for the actual time taken. This leave to be exclusive of sick time, vacation, holidays, or weekends.

The Borough will exercise discretion regarding a request for extended leave. Unpaid leaves of absence for other purposes may be granted on the discretionary basis but only by the Business Administrator with the approval of the "Mayor".

ARTICLE 13: UNIFORMS

13.1

All full-time dispatchers shall receive \$400 per year to pay for uniforms to be paid through regular payroll on or before September 30th. It shall be responsibility of the employee to wear the proper uniform and to ensure that they are neatly laundered, pressed and maintained. A department issued badge and name tag shall be worn with each uniform.

13.2

Each full-time dispatcher shall receive the following uniforms:

2 polo shirts

2 khaki pants

1 fleece pullover

These items will be purchased through Lawmen's Supply Company

If the department changes uniforms, the new uniforms will be supplied by the Borough.

ARTICLE 14: SALARY

14.1

All new hires are subject to a probationary period of six (6) months. After the completion of one (1) year of service within the Borough of Jamesburg, an employee's anniversary date shall become January 1 of that year.

See attached schedule.

14.2

Longevity

Employees hired after January 1, 2012 are not entitled to longevity.

Longevity

| | |
|-------------|------------|
| 6-10 Years | \$1,500.00 |
| 11-15 Years | \$1,800.00 |
| 16-20 Years | \$2,100.00 |
| 21+ Years | \$2,500.00 |

14.3

Dispatch Trainers

If a dispatcher provides training to a new dispatcher. The dispatcher trainer shall receive a stipend in the amount of \$250. If two or more dispatcher trainers, train a new dispatcher, they will split the \$250, equally.

The stipend will be paid at the end of the training to ensure that all dispatch trainers that train the new dispatcher will receive their portion of the stipend.

Dispatch trainers will be paid only IF training is warranted and there is no maximum number of new dispatchers trained. Each new dispatcher fully trained will require a separate stipend for the dispatch training. If no new dispatcher is trained then no stipend will be given.

ARTICLE 15: MANAGEMENT RIGHTS

15.1

The employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by this Agreement, in accordance with applicable laws and regulations (a) to direct employees of the Department; (b) to hire, promote, transfer, assign, and retain employees in positions in the Department, and to suspend, demote, discharge, or take other disciplinary action against employees for good and just cause according to law; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the Department operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the Department in situation of emergency.

15.2

Nothing in this Article shall be interpreted to deprive any employee's rights guaranteed to him or her by Federal or State Law, and all the rights enumerated in this Agreement.

ARTICLE 16: HEALTH BENEFITS

The Borough provides employees who work for the Borough at least 35 hours per week, hospitalization, major medical and prescription drug coverage for the employee and his spouse and eligible dependents. This insurance coverage commences after the employee completes 90 days of service with the Borough. After 90 days of unpaid absence or suspension from active service with the Borough, an employee will be terminated from the Borough paid Health Benefits.

The Borough provides the opportunity for those employees who wish to waive their health benefits to buy-back coverage at the rate of \$5,000 per year. On all new employees it shall be pro rated after their probation period of (90) days.

The Borough shall provide to and pay for each employee and his dependents, the health plan of his choice that is offered under New Jersey State Health Benefits Program. The Employer will provide each employee with a paid Prescription Drug Benefit Plan. This plan, obtained through the State of New Jersey Health Benefits Program, will cover the member employee, spouse and dependent children of the employee.

If the Borough elects to change healthcare providers for any of its plans, it must implement a plan or plans that are equal to or better than the current coverage. Prior to changing healthcare providers, the Borough will meet with the Local 417 representatives to review said plan and allow the Union sufficient time to determine if said plan or plans are equal to or better than the current plan, prior to making the change.

The Borough recognizes that each retired employee and their family shall be covered under the New Jersey State Health Benefits Program, paid for by the Borough, if such employee has twenty-five (25) years of service in the New Jersey State retirement system in accordance with Chapter 88 of the Public Laws of 1974 of New Jersey referenced in Resolution 78-2-24-81. This shall be at no cost to the retired employee.

Local 417 employees shall contribute towards the cost of medical insurance premiums 5% of their base salary.

The Borough shall provide the employee dental benefits from a plan of the Management's choosing.

ARTICLE 17: FULL AGREEMENT

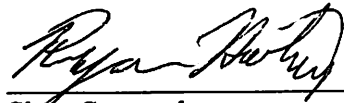
17.1

The Borough of Jamesburg and New Jersey State Firemen's Mutual Benevolent Association Local No. 417 agree the duration of the Agreement shall be for a period of four (4) years commencing, from January 1, 2020 through December 31, 2023. This Agreement shall and remain in full force and effect, under the same terms and conditions, during collective negotiations between the parties beyond the date of expiration (December 31, 2023) set forth herein until the parties have mutually agreed upon a successor Agreement.

17.2

This Agreement is entered into pursuant to Chapter 303, P.L. 1968, as amended. Any provisions of this Agreement, which is deemed illegal, shall be nullified, provided, however, that only the provision which is illegal is nullified and the remainder of the Agreement shall be in full force and effect.

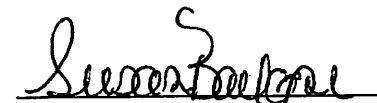
For the Union


Shop Steward

For the Borough


Marlene M. Lowande -Mayor

ATTEST:


Susan Boulogne
Municipal Clerk

Dated: 10/20/2020

Dated: 11-19-2020

| Year | 2019 1.25% | 2020 2.00% | 2021 2.00% | 2022 2.00% | 2023 2.00% | Average 2.0000% |
|------|---------------|---------------|---------------|---------------|---------------|--------------------|
| 1st | \$ 40,952.38 | \$ 41,771.43 | \$ 42,606.85 | \$ 43,458.99 | \$ 44,328.17 | |
| 2nd | \$ 44,700.56 | \$ 45,594.57 | \$ 46,506.46 | \$ 47,436.59 | \$ 48,385.32 | |
| 3rd | \$ 44,839.39 | \$ 45,736.18 | \$ 46,650.91 | \$ 47,583.92 | \$ 48,535.60 | |
| 4th | \$ 45,117.03 | \$ 46,019.37 | \$ 46,939.76 | \$ 47,878.55 | \$ 48,836.12 | |
| 5th | \$ 45,533.50 | \$ 46,444.16 | \$ 47,373.05 | \$ 48,320.51 | \$ 49,286.92 | |
| 6th | \$ 46,227.61 | \$ 47,152.16 | \$ 48,095.20 | \$ 49,057.11 | \$ 50,038.25 | |
| 7th | \$ 47,063.45 | \$ 48,004.72 | \$ 48,964.81 | \$ 49,498.62 | \$ 50,488.59 | |
| 8th | \$ 47,477.00 | \$ 48,426.54 | \$ 49,395.07 | \$ 49,944.11 | \$ 50,942.99 | |
| 9th | \$ 47,477.00 | \$ 48,426.54 | \$ 49,395.07 | \$ 50,382.97 | \$ 51,390.63 | |
| 10th | \$ 47,951.77 | \$ 48,910.80 | \$ 49,889.02 | \$ 50,886.80 | \$ 51,904.54 | |
| 11th | \$ 48,426.54 | \$ 49,395.07 | \$ 50,382.97 | \$ 51,390.63 | \$ 52,418.44 | |
| 12th | | \$ 49,889.02 | \$ 50,886.80 | \$ 51,904.54 | \$ 52,942.63 | |
| 13th | | | \$ 51,395.67 | \$ 52,423.58 | \$ 53,472.06 | |
| 14th | | | | | \$ 54,006.78 | |