
**AGREEMENT BY AND
BETWEEN THE
BOROUGH OF ROSELLE
AND
NJFMBA LOCAL 455
ROSELLE
TELECOMMUNICATOR
S**

**JANUARY 1, 2019 THROUGH DECEMBER 31,
2022**

NJFMBA Local 455

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PREAMBLE AND RECOGNITION

- A. **THIS AGREEMENT, entered into by and between the Borough of Roselle, in the County of Union (hereinafter referred as the "Borough" or "Employer"), and the New Jersey Firemen's Benevolent Association Local 455, a duly appointed representative (hereinafter referred as the "Union" or "Local 455"), represents the complete and final understanding on all negotiable matters between the Employer and the Union.**

- B. **The Borough hereby recognizes Local 455 as the exclusive representative of all full-time dispatchers/Telecommunicators employed by the Borough excluding all per diem dispatchers, confidential employees and other employees in bargaining units.**

- C. **It is the intention of the parties that this Agreement be construed in harmony with the Public Employment Relations Commission Act as amended, the laws of the State of New Jersey and the ordinances, personnel policies and procedures of the Borough and the Rules, Regulations and Procedures of the Roselle Police Department.**

ARTICLE 1 - MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitutions of the State of New Jersey and of the United States, including but without limiting the generality capability of the following rights:
1. The executive management and administrative control of the Borough, its properties, facilities and activities of its employees, using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.
 2. To make rules of procedure and conduct; to use improved method and equipment; to determine work schedules and shifts, as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required. The Employer agrees to give notice to the employees of the rules and procedures of the Borough.
 3. Management's right to make reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the Department after advance notice thereof to the employees and the Union.
 4. To hire all employees, whether permanent or temporary, and to promote, transfer, assign, or retain employees.
 5. To set rates of pay for temporary employees.
 6. To suspend, demote, or take any other appropriate disciplinary actions against any employee for good and just cause according to law.
 7. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive pursuant with to the process established by the Civil Service Commission.
 8. Nothing contained herein shall prohibit the Borough from contracting out any work. The Employer agrees to meet with the Union to discuss possible alternatives to subcontracting prior to the decision to subcontract is made.
 9. The Employer reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department involved.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in the

furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof in conformance with the Constitutions and laws of New Jersey and the United States.

- C. Nothing contained herein shall be construed to deny or restrict the Employer of, or in its rights, responsibilities, and authority under NJSA Title IIA, 34, 40 and 40A or any other national, state, county or other applicable law.
- D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may proceed beyond Step Two herein unless it constitutes a controversy arising over the application or alleged violation of negotiable terms and conditions of employment. If an issue arises based upon a non-negotiable item or term, the issue is not arbitrable, but may be submitted through the Borough Administrator for final review.

ARTICLE 2 - MAINTENANCE OF WORK OPERATIONS

- A. The Union hereby agrees that, during the term of this Agreement, neither the Union nor any person acting on its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or willful absence of any employee for his/her position, or stoppage of work, or absence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Employer. The Union agrees that such action would constitute a material breach of the Agreement.
- B. In the event of a strike, slow-down, walk-out or job action, it is agreed that participation in any or all such activity by a Union member shall entitle the Employer to:
 - 1. Withdraw dues deduction privileges; and/or
 - 2. Terminate the employee or employees involved in such activities.
- C. The Union agrees that it will make every reasonable effort to prevent its members from participating in any strike, work-stoppage, slow-down or other activity aforementioned, or from supporting any such activity by any other employee or group of employees of the Employer, and that the Union will publicly disavow each action and order all such members who participate in such activities to 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 order.

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

ARTICLE 3 - DUES, DEDUCTIONS & AGENCY SHOP

- A. The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with Chapter 123, Public Law of 1974, and N.J.S.A. 52:14-15.9e, as amended.
- B. A check-off shall commence for each employee who signs a properly dated authorization card supplied by the Union and verified by the Chief Financial Officer during the month following the filing of such card with the Borough.
- C. If during the life of this Agreement there shall be any changes in the rate of membership dues, the Union shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change and shall furnish to the Borough either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" forms and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Chief Financial Officer.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Chief Financial Officer. The filing of a notice withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- F. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- G. Notice: If any employee in the bargaining unit voluntarily withdraws or is expelled from Local 455 during the term of this Agreement or during any period between successive Agreements, said employee shall be required to pay a representation fee to the Union. The representation fee shall be equal to eighty-five (85%) percent of the sum of the regular membership dues, initiation fees or assessments or the maximum amount permitted by statute, whichever is higher.

- H. Payroll Deduction: The payment of the representation fee shall be administered in the same manner as the Union dues check off, as stipulated in Article 3 of this Agreement.
- I. Purpose: The purpose of this Article is to provide for payment of the representation fees set forth in Chapter 477 of the Public Laws of 1979 of the State of New Jersey or amendments thereto. Anything herein that may be inconsistent with said law shall be deemed to be changed to conform to said law. The Union has represented that it has established a "demand and return" system pursuant to the foregoing law that is available to employees who pay the representation fee.
- J. The Union will indemnify the Employer for any and all claims and/or legal fees, which arise due to the provision of this Article.

ARTICLE 4 - WORK TIME, SCHEDULE AND OVERTIME

- A. Payroll: The Borough will pay staff on a bi-weekly schedule.
- B. Workday and Annual Hours: The standard workday shall be 10.75 hours. Hourly rates of pay and overtime rates of pay shall be predicated upon 1,950 hours per year.
- C. Scheduled Hours and Training Bank: The scheduled hours of work for a Telecommunicator shall be 10.5 hours. The remaining .25 hours per day shall be credited to a training bank up to a maximum of 45 hours.
- D. Use of Training Hours: Training bank hours shall be used for the purpose of attending mandatory training to include training to maintain required certifications. The use of training bank hours, even if they occur on a regularly scheduled day off, shall not result in the payment of additional compensation except in the circumstances when the employee's training bank exceeds 45 hours. Ample notice is to be given to the employee when a mandatory training session has been scheduled on a day off for one or more dispatchers. Unused training bank hours will not carry over from one year to the next. Employees are to be notified in advance when training bank hours are to be utilized for training. Management may schedule training in advance of the accrual of training bank hours. When an employee resigns, retires, or is terminated, any accrued but unused training bank hours will be charged against the final payment due to the employee for hours worked and used vacation. Utilization of said training bank time must be in minimum 4-hour blocks. That is, any training detail shall commence with a debit of a minimum of 4 hours from the bank. After 4 hours, the time debited shall be

in 1-hour blocks, for all or part of the hour used. Furthermore, there shall be no "borrowing" of the following year's time.

- E. Overtime Salary: Overtime shall be defined as any work in excess of or in addition to a Telecommunicator's regularly assigned shift.
1. Authorized overtime compensation will be paid at the first opportunity after the overtime has been reported. i.e., all overtime reported in a pay cycle will be included in the paycheck for that cycle.
 2. The two-digit rounding procedure shall be used after each computation when computing any retro pay, permanent adjustment in rate of pay or compensation due to overtime.
- F. Compensatory Time: Telecommunicators shall be allowed to take compensatory time off in lieu of pay for overtime worked. Compensatory time shall be earned at 1.5 hours for each hour of overtime worked. The Department may not force a Telecommunicator to accept compensatory time instead of pay and overtime shall not be assigned based on a Telecommunicator's decision to take compensatory time. Use of compensatory time shall be subject to the approval of the Chief or his designee and pursuant to the Fair Labor Standards Act and Law.
- G. Compensatory Time Cash-In: Each Telecommunicator shall have the option to cash in accrued compensatory time upon the approval of the Borough, to a maximum of forty (40) hours per year. To be eligible, the Telecommunicator shall provide the Borough with sixty (60) days' notice of July 1st of his request to cash in compensatory time. The Borough shall provide the Telecommunicator requesting such payment a written response approving or declining said request within thirty (30) days of the request.
- H. Call-In/Minimum Payment:
1. In the event that a Telecommunicator is called in for duty during his/her off-duty time, he/she shall be compensated for a minimum of 3 hours worked, or for all time worked, at time and one-half (1.5) their regular hourly rate of pay, whichever is greater. This shall include Matron Duty. Any other agreed upon assignment shall be paid at the 1.5-hour overtime rate as a stipend for the duration of the assignment.
 2. Notwithstanding H.1 of this Article, if a Telecommunicator is called into work contiguous with the starting time of their scheduled regular shift, they will be paid at a time and one-half rate for the actual hours worked prior to the start of their regular shift.
 3. In the event that any off-duty Telecommunicator is required as a result of the performance of his/her duty, to appear in any court, Grand Jury, or any Administrative Hearing (including attendance as a witness called by the Borough at

disciplinary hearings), the Telecommunicator shall receive time and one-half (1.5) their regular rate of pay, with a 3 hour minimum of time or payment.

4. Dispatcher Overtime: Off-duty Dispatchers are to be called first, followed by Per Diem Personnel.
- I. Training Compensation: Members shall be entitled to an additional \$200.00 per week (\$5.00 per hour) for the training of new Telecommunicators and Police Officers assigned to dispatch.
- J. Lunch hour & Breaks: Members shall be entitled to one paid forty-five (45) minute meal break and one paid fifteen (15) minute break during a scheduled shift. The fifteen (15) minute break cannot be utilized to extend the meal break or to depart prior to the end of the scheduled shift.

ARTICLE 5 - SHIFT SELECTION

- A. All members of the Department shall submit, by October 30th of each calendar year, their shift time slot preference for the upcoming work year. Shift assignments for that year shall then be made by the Chief of Police or his designee, where measurable qualifications are equal, in order of seniority. This process shall be followed annually.
- B. Notwithstanding the above, members shall be permitted, with the approval of the Chief of Police or his designee, to voluntarily switch shift time slots during the calendar year with another Telecommunicator.
- C. Management may change any employee's shift only for reasons stated below and only in accordance with the following procedure:
 1. Except in a bona fide police emergency, an employee must be provided at least 8 days' notice of an impending shift change.
 2. The employee must be provided with reason(s) for said change. Once the reason for the change has been satisfied, the employee must be returned to the original shift, if the employee so desires.
- D. Changes made in accordance with subsections 1 and 2 above must be in complete tour blocks of four (4) days. Telecommunicators must work four (4) consecutive days of the same shift.
- E. The Chief may modify the prior platoon schedule to accommodate transition so long as the number of days worked does not exceed the number of days off. The time frame considered for such change will begin with the tour in which the change is initiated through the end of the tour in which the Telecommunicator works on his/her new platoon. For an example, if the

prior platoon schedule runs from December 28th through December 31st and the new schedule commences January 1st through January 4th, the Chief may modify the prior schedule to require the off days to be December 30th through January 2nd. The Telecommunicator will then be required to work January 3rd and January 4th on his new platoon. If the change necessitates that more than four (4) days off are given, the excessive time off shall not be "owed". This procedure shall also be applied for the beginning of the year platoon changes.

ARTICLE 6 - HOLIDAY AND PERSONAL DAYS

- A. Holiday pay will be based upon a 10.75-hour workday for the fourteen (14) holidays listed below. Holiday pay shall be included in the bi-weekly pay checks throughout the year. This payment is added to the base pay for pension purposes and does not affect the overtime rate.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day

- B. Each full-time employee shall be entitled to three (3) personal days during the first year of employment and five (5) days in each subsequent year.
- C. Personal days should be requested at least four (4) days in advance if possible, except in emergencies. Requests for personal days should be answered within forty-eight (48) hours of the initial request where possible. Requests should not be submitted more than two (2) months in advance. When two (2) or more requests are submitted for the same day, on the same day, and only one (1) employee request can be granted, the employee with the most seniority will be granted the day. Personal days can be carried over to the following year if not taken and will be paid at the salary rate in effect at the time taken.

ARTICLE 7 - VACATION SCHEDULE AND CARRY OVER

- A. Employees shall earn one (1) day per month for the first six (6) months.
- B. New hires are able to use this earned time the last six (6) months of the year and are limited to using five (5) days for that time period.

C. Employees may carry over one (1) day per year.

- 1. After one year of full-time employment, vacation days will be prorated at .75 days for each month worked up to a total of nine (9) days until the next January 1st.
- 2. Vacation days (workdays off) to be granted to full-time employees by the following schedule:

Employed less than one (1) year:	Follow the above schedule
Employed one (1) year:	Up to nine (9) days vacation
Employed two (2) years:	Nine (9) days vacation
Employed 3-4 years:	Twelve (12) days vacation
Employed 5-9 years:	Fourteen (14) days vacation
Employed 10-14 years:	Fifteen (15) days vacation
Employed 15-19 years:	Seventeen (17) days vacation
Employed 20 or more years:	Eighteen (18) days vacation

- 3. Every effort should be made to completely use all vacation time in a given year; however, if not considered feasible, carry over may be requested to the following year.
- 4. Vacation pay may be requested with the last regular paycheck prior to vacation if sufficient notice is given. Deductions shall be taken out of vacation checks as if given on the appropriate pay date.

D. Vacation days must be taken in blocks of four (4) consecutive workdays.

ARTICLE 8 - SICK LEAVE/BUY BACK UNUSED SICK DAYS

A. Sick Leave:

1. New hires shall be entitled to twelve (12) sick days during the first year of employment, earned at one (1) day per month of service.
2. Each employee with more than one (1) year of full-time service shall be allowed fifteen (15) days of sick leave, with pay, per annum effective January 1st of each year.
3. Each employee shall adhere to the Roselle Police Department Policy #203, as amended, in regards to sick leave.

B. Buy Back Sick Days:

Unused sick days shall be bought back by the Borough on the basis of one (1) day for each two (2) days of unused annual sick days. Election to take payments must be made by the employee no later than January 15th of the succeeding year.

ARTICLE 9 - BEREAVEMENT LEAVE

- A. The Borough agrees to grant an employee a maximum of four (4) days leave with pay from the day of death up to and including the day of the funeral for death in the immediate family; spouse, child, parents, brother, sister, grandparent, mother-in-law, father-in-law, step-child, step-parent, civil union partner or other permanent member residing in the employee's household. Additional days, if needed, may be charged to personal days.
- B. Death of other family members will allow employee to have time off granted with pay from any shift ending on the calendar day of the funeral of a brother-in-law, sister-in-law, aunt, uncle, niece, nephew, or grandparent of spouse. This means one full working day of duty regardless of the shift schedule for that day.
- C. In some circumstances, the Chief of Police may grant additional time off at his discretion. The Chief's use of discretion cannot be grieved.
- D. If personal days are exhausted, the employee may apply vacation days— not to exceed a total of ten (10) days.
- E. Reasonable verification of the death or funeral of an individual listed in paragraphs A and B of this Article may be requested by the Borough. Such notice shall be provided to the Borough within seven (7) days of the request.

- F. Regarding the "other permanent member" listed in paragraph A of this Article, said member shall have resided in the employee's household for a minimum of one (1) year.

ARTICLE 10 - GRIEVANCE PROCEDURE

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of employment under this Agreement.
- B. Nothing herein shall be construed to limit the right of any employee with a grievance to discuss the matter informally with any appropriate member of the Department. The employee reserves the right to have a shop steward present, if desired. Nothing contained herein shall prohibit the parties from raising a timeliness argument under this Article.
- C. With regard to employee, the term "grievance" as used herein means an appeal by an individual employee or group of employees from the interpretation, application, or violation of the terms and conditions of this Agreement. With regard to the Employer, the term "grievance" as used herein means a complaint or controversy of the negotiable terms of this Agreement.
- D. 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 — Informal: The Union shall institute written action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Immediate Supervisor for the purpose of resolving the matter informally. The written grievance at this Step shall contain the relevant facts and a summary of any preceding oral discussion, the applicable section of this Agreement violated, and the remedy requested by the grievant. The Immediate Supervisor or designee will answer the grievance in writing within five (5) working days of receipt of the written grievance and will then supply the answer to grievant and Union. Failure to act in writing within the five (5) working days shall constitute an abandonment of the grievance.

Step Two — Formal: If the Union wishes to appeal the decision of the Immediate Supervisor, such appeal shall be presented in writing to the Chief within five (5) working days thereafter. This presentation shall include copies of all previous correspondence

relating to the matter in dispute. The Chief shall respond, in writing, to the grievance within ten (10) working days of the submission.

Step Three — Borough Administrator: If the Union wishes to appeal the decision of the Chief, such appeal shall be presented in writing to the Borough Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Administrator shall respond, in writing, to the grievance within ten (10) working days of the submission.

Step Four — PERC: If the Union wishes to appeal the determination of the Borough Administrator to PERC, such appeal must be filed within twenty (20) days of the Administrator's determination or rejection of the grievance. Simultaneously with the application to PERC, the Union shall provide notice to the Borough of its arbitration petition. The selection of an arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. The decision of the arbitrator shall be in writing and shall include the reasons for such decision. The decision of the arbitrator shall be binding upon the Employer and the Union and the employee. The parties may direct the arbitrator to decide, as a preliminary question, whether he or she has jurisdiction to hear and decide the matter in dispute. 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 to him/her involved in the grievance. The arbitrator shall not have the authority to add to, modify, or detract from, in any way, the provisions of this Agreement or any amendment or supplement thereof. The costs for the services of the arbitrator shall be borne equally by the Union and the Borough. Any other expenses including, but not limited to, the presentation of witnesses shall be paid by the parties incurring same. 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 the grievance is not processed to the next succeeding Step in the grievance procedure within the time limits prescribed herein, then the disposition of the grievance at the last preceding Step shall be deemed conclusive. If a decision is not rendered within the time limits prescribed for decision at any Step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for proceeding with the grievance at any Step in the grievance procedure. Reasonable disclosure, with the exception of Attorney-Client or Executive Session documentation, will not be withheld involving any correspondence from either party, provided it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.

ARTICLE 11- HEALTH BENEFITS

The Parties agree to change health care providers to the State Health Benefits Plan (SHBP) instead of the Borough's current private provider.

The Union understands and agrees that the Borough's ultimate decision whether to switch to SHBP is contingent upon the consent of the other Borough bargaining units and the timing of the change of carriers shall be at the discretion of the Borough. The Union and its members shall take all reasonable steps and actions to facilitate the change in carriers.

The Union further agrees and acknowledges that a reasonable person applying reasonable criteria could reasonably conclude that benefits conferred under the SHBP may not be "equal to or better than" the Borough's prior health care coverage. Nevertheless, the Union believes that SHBP provides excellent coverage and dramatically lower costs. Accordingly, the change to SHBP is in the best interests of all Union members and the Borough at large.

As such, the Union agrees to waive, to release, and not to pursue, any grievances or other legal challenges to health care coverage deficiencies or negative impacts based on the "equal to or better than" language, on behalf of itself and/or its members.

ARTICLE 12 - WAGES

A. **Across-the-board increases in base pay and in increments as follows:**

1. January 1, 2019 - 2%
2. January 1, 2020 - 2%
3. January 1, 2021 - 2%
4. January 1, 2022 - 2%

B. **Existing Employee Salary:** Movement from the base salary to the subsequent Grades in schedule shall occur as follows:

From Base to Grade 1: On the first day of pay cycle after completing six (6) months of full-time or regular part-time employment.

From Grade 1 to Grade 2: On the first day of pay cycle after completing eighteen (18) months of full-time or regular part-time employment. **From Grade 2 to Grade 3:** On the first day of pay cycle after completing thirty (30) months of full-time or regular part-time employment. **From Grade 3 to Grade 4:** On the first day of pay cycle after completing forty-two (42) months of full time or regular part-time employment.

SCHEDULE A

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Starting Salary	32,730	33,384	34,052	34,733
Grade 1	41,515	42,345	43,192	44,056
Grade 2	44,558	45,449	46,358	47,285
Grade 3	47,592	48,544	49,515	50,505
Grade 4	50,628	51,640	52,673	53,727

ARTICLE 13 - LONGEVITY

- A. Longevity pay for all employees shall be:
1. At the end of the 5th year of employment, \$500.00 on employment anniversary.
 2. Add \$100.00 per year up to a maximum of \$2500.00.
 3. Longevity payments will be made with the first pay cycle in January for anniversary dates falling between January 1st and June 30th; anniversary dates falling between July 1st and December 31st, payments will be made with the first pay cycle in July.
 4. For the purpose of computing longevity compensation only, the seniority year shall begin on January 1st for those employees hired between January 1st and June 30th and shall begin on July 1st for employees hired between July 1st and December 31st.
- B. All employees hired after January 1, 2015 receive no longevity compensation.

ARTICLE 14 - UNIFORM ALLOWANCE

Effective January 1, 2015, all Telecommunicators shall receive a uniform allowance in the amount of \$500.00, as a separate check, in the first pay cycle of January in each calendar year of this Agreement, subject to all taxes and withholdings, to be utilized for the following uniform apparel: long and short sleeve shirts, turtlenecks or dickeys, pants, belts, sweaters,

or any other item as agreed to with the Chief of Police or his designee. Telecommunicators shall be subject to regular inspections of their uniforms.

ARTICLE 15 - LEAVES

A. Child Care (Maternity/Paternity):

Leave for employees under this section shall be in compliance with all State and Federal Laws.

B. Military Leave:

1. Any employee who is a member of the National Guard, Naval Militia, Air National Guard or reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall receive paid leave of absence in addition to his/her vacation up to a maximum of fifteen (15) workdays per year.
2. When a full-time/permanent Telecommunicator has been called to active duty or inducted into the Military or Naval Forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service, and the Borough shall make pension payments required during said leave. Such employee shall be reinstated without loss of privileges or seniority provided he reports to duty with the Borough within sixty (60) days following his honorable discharge or separation from the Military Service, and provided he has notified the Borough of his intent to report for duty within thirty (30) days prior to his discharge from the Military Service.

C. Leave of Absence Without Pay:

Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to the Chief of Police, who will append his/her recommendations and forward the request to the Borough Administrator and Council. The Borough Administrator and Council will consider each such case on their merits, and a decision in one case shall not establish a precedent in another. Granting such a leave is in the sole discretion of the Council. If leave is granted, the employee shall not lose seniority. Extensions may be granted at the sole discretion of the Borough Administrator with consent of the Council. Extension requests shall be in the same form as the initial request and shall

be made prior to the date of return to duty. An employee, who leaves their position prior to receiving written authorization or fails to return without an approved extension from such a leave, shall be deemed to have abandoned the position and such act shall constitute a resignation from employment with the Borough. The denial of a request for a leave of absence without pay under this provision cannot be grieved.

D. Jury Duty:

Any full-time/permanent employee, who loses time from his/her job because of jury duty, certified by the clerk of the court, shall be paid his/her regular daily rate of pay pursuant to N.J.S.A. 2B:20-16, subject to the following conditions:

1. When a jury service is completed prior to 12:00 noon, the employee is required to telephone his/her immediate supervisor and report to work if requested.
2. The employee must notify his/her supervisor within 48 hours following receipt of a summons for jury service.
3. Employee shall be relieved at midnight of the day that jury duty shall commence and shall not be required to report for work on the shift immediately after serving jury duty if scheduled to work, provided said shift is not a Saturday or Sunday.
4. Any Jury Duty payment made to the employee by the court shall be submitted to the Borough.

The provisions of this Section do not apply when an employee voluntarily seeks jury duty service.

E. FMBA Meetings:

The FMBA State Delegate for the Local shall be granted reasonable days off with pay upon ten (10) days' notice to the Chief of Police to attend the State Convention. Upon completion of the meeting, the employee shall return to work. Time off shall be granted provided no overtime is required to fill the vacancy. Convention leave shall be based upon State statute calculations for manpower. A certificate of attendance shall be submitted by the representative attending to the Chief of Police.

F. Work-Incurred Injury

1. Employees, who are injured whether slightly or severely, while working, must make an immediate report to the Chief of Police or his designee.
2. Employees may not return to work without a certification from the attending physician that he/she is capable of returning to work.

3. Employees returning from an authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

ARTICLE 16 - MISCELLANEOUS

A. Employee Rights:

1. No employee shall be disciplined, reprimanded, reduce in rank or compensation or deprived of any other employee advantage without just cause.
2. Any employee who is being questioned by a Supervisor on a matter which could lead to the discipline of said employee shall have the right to have a Union Steward present during such questioning.
3. Any employee who is or may be the subject of a criminal investigation or recipient of criminal charges shall be given all rights due any other citizen under the same circumstances.
4. Nothing shall be placed into an employee's personnel file without the employee having been notified.

B. Outside Employment:

Employees will not be permitted to engage in outside employment which conflicts with their responsibility to the Borough. Employees will be permitted to engage in outside employment if it does not constitute a conflict of interest and is work that would not be performed during an employee's normal tour of duty with the Borough. All employment shall be governed as set forth in the Standard Operating Procedure Issued by the Chief of Police, as may be amended or revised.

C. Access to Personnel File:

1. There shall be a personnel file for each employee.
2. The employee shall have the right to examine the file upon written request and with reasonable notice to the Chief of Police or his designee.
3. The employee may examine the file during normal business hours, provided that the number of employees who request said examination at any one time shall not interfere with normal operations, and in no event shall any employee

be refused for longer than one (1) working day. The employee may have a Union Representative present at such examination.

4. Upon request, which shall not be more than once per year, an employee shall be entitled to a copy of his entire personnel file.

D. Discipline:

1. The disciplinary process shall be conducted pursuant to and in accordance with N.J.A.C. 4A:2-2.2 et seq. as promulgated by the Civil Service Commission.
2. Notwithstanding paragraph D. 1 of this Article, no disciplinary charges may be brought by the Borough later than sixty (60) days from the time when the Chief or his designee had sufficient information to file disciplinary charges.

E. Bulletin Boards:

The Borough shall allow the Union to have its own bulletin board in police headquarters, on which it can post notices and literature concerning Union business. The Chief of Police reserves the right to remove notices which he believes, in his sole and absolute discretion, to be detrimental to the department.

F. Vacancies:

The Employer shall post all vacancies in the Borough. The Employer shall post a notice stating the name of the job classification, location of assignment and the requirements. This notice shall remain posted on all bulletin boards for five (5) days.

G. Payment Upon Separation:

Upon Separation, the Borough shall issue payment, in full, for all accrued time up until the point of separation, based upon the previous year's full time, provided that the individual was not terminated.

ARTICLE 17 - LEGAL REPRESENTATION

The Borough shall provide legal advice and counsel to an employee for any action or legal proceeding arising out of and directly related to the lawful exercise of the duties of the employee. This benefit excludes disciplinary or criminal proceedings or actions instituted as a result of a complaint on behalf of the municipality in accordance with Title 59 and local ordinances, as well as any proceeding where an employee's certification, required to hold the position, is at issue.

ARTICLE 18 - NON-DISCRIMINATION

- A. The Borough and the Union agree that there shall be no discrimination against any employee because of the individual's race, religion, color, national origin, ancestry, age, gender, marital status, political affiliation, liability for service in the United States Armed Forces, status as a Vietnam-era or special-disabled veteran, atypical hereditary cellular or blood trait, affectional or sexual orientation, physical or mental disability, genetic information or because of the refusal to submit to a genetic test or to make available the results of a genetic test to the Borough.
- B. There shall be no discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employee covered by this Agreement who are not members of the Union.

ARTICLE 19 - SEVERABILITY AND SAVINGS CLAUSE

- A. In the event that any Federal or State Legislation, governmental regulation, or court decision causes invalidation of any Article or Section of this contract, all other Articles and Sections of this Agreement shall nevertheless remain in full force and effect.
- B. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to reflect the original intent of the parties as closely as possible.

ARTICLE 20 - DURATION

This Agreement shall be effective as of January 1, 2019 and shall remain in full force and until December 31, 2022. In the event negotiations continue after December 31, 2022, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals at Roselle, County of Union, New Jersey, on the day and year first above written.

NJFMBA Local 455:

Borough or Roselle:

By: Michael Fedak Date: 7/18/21

By: [Signature] Date: _____

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____