

Collective Bargaining Agreement

-Between-

Borough of Jamesburg

-And-

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

January 1, 2009 through December 31, 2011

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ARTICLE I: 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, 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.

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

When full time dispatchers are scheduled to work Monday through Friday, they shall work each designated holiday observed by the Borough of Jamesburg, which falls on the days Monday through Friday. They shall receive one and one-half (1-1/2) their hourly rate of pay for each hour worked that falls on a holiday. Holidays that fall on the weekend will be observed either the Friday before or the Monday after the weekend as determined by the Borough.

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:

First Year – 40 Hours (Prorated)
Between 2nd – 5th years of Service: 80 Hours
Between 6th – 10th years of Service: 120 Hours
11 or more years of Service: 160 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 and, accordingly, the Borough reserves the right to insist upon proof of the illness and to withhold payment where such proof is not provided if illness causes 3 or more sick days absence or when it appears warranted. 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%.

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

Address of Confinement – Members shall give the address of confinement and telephone number where they can be reached as to allow the department to check on their well being and in case of emergency.

8.5

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, to be paid on or about December 1st for each year.

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, or other relative living in the home of the employee).

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

This leave will begin on the day after the death. 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 five (5) sets of uniforms, and all part time dispatchers shall receive two (2) sets. It shall be responsibility of the employee to wear the proper uniform and to insure that they are neatly laundered, pressed and maintained. A department issued badge and name tag shall be worn with each uniform.

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.

ARTICLE 15 – FULL AGREEMENT

15.1

This Agreement shall continue in full force and effect, from January 1, 2009 through December 31, 2011 and shall be retroactive to January 1, 2009. .

15.2

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.

15.3

This Agreement shall remain in full force and effect until the parties herein sign a new Agreement.

Salary Schedule

Longevity

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

Salary

	2008		2009		2010		2011
1st	32,078.96	3.75%	33,281.92	3.75%	34,529.99	4.00%	35,911.19
2nd	35,015.00	3.75%	36,328.06	3.75%	37,690.36	4.00%	39,197.98
3rd	35,123.75	3.75%	36,440.89	3.75%	37,807.42	4.00%	39,319.72
4th	35,341.23	3.75%	36,666.53	3.75%	38,041.52	4.00%	39,563.18
5th	35,667.46	3.75%	37,004.99	3.75%	38,392.68	4.00%	39,928.38
6th	36,211.17	3.75%	37,569.09	3.75%	38,977.93	4.00%	40,537.05
9th	37,189.85	3.75%	38,584.47	3.75%	40,031.39	4.00%	41,632.64

For the Union

For the Borough

Stephanie Rampacek – Shop Steward

Anthony LaMantia - Mayor

ATTEST:

Denise Jawidzik
Deputy Municipal Clerk

Dated:

Dated: