

**CONTRACT  
BETWEEN**

**TOWNSHIP OF JACKSON  
COUNTY OF OCEAN**

**AND**

**FIREFIGHTERS MUTUAL BENEVOLENT  
ASSOCIATION, LOCAL #486**

**JANUARY 1, 2019 THROUGH DECEMBER 31, 2023**

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## **PREAMBLE**

THIS AGREEMENT entered into by and between the Township of Jackson in the county of Ocean, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and Local 486, affiliated with New Jersey State Firefighters Mutual Benevolent Association, hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the "Township" and the "Union", the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 1: RECOGNITION**

Section 1. The Township recognizes Local #486, New Jersey State Firefighters Mutual Benevolent Association, as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in the classification herein, and for such additional classifications as the parties may later agree to include.

Section 2. The bargaining unit shall consist of the following titles which are part of Local #486:

- (a) Public Safety Telecommunicator Trainee
- (b) Public Safety Telecommunicator
- (c) Senior Public Safety Telecommunicator
- (d) Supervisory Public Safety Telecommunicator
- (e) Permanent Part-time Public Safety Telecommunicator

Section 3. Excluded from the bargaining unit are:

- (a) Confidential employees within the meaning of the NJ Employer-Employees Relations Act
- (b) Managerial Executives
- (c) Temporary employees
- (d) Clerical workers
- (e) Police
- (f) Professionals

## **ARTICLE 2: DUES CHECK OFF**

Section 1. The Township agrees to deduct monthly union 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 Employer by the Treasurer of the Union and the

aggregate deductions from all employees shall be remitted to Local #486 together with a list of the names of all employees for whom the deductions were made by the tenth (10<sup>th</sup>) day of the month succeeding month after such deductions were made.

Section 2. Employees covered by this Agreement may only request deduction for the payment of dues to the duly certified majority representative named herein.

Section 3. The effective date of a termination of dues deduction to the majority representative shall be as of July 1 next succeeding the date on which the notice of withdrawal is filed with the Township.

Section 4. It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act P.L. 1941, c.34:13A 1, et seq.) shall take effect.

Section 5. Those employees of the Township of Jackson that are in the bargaining unit on the effective date of this Agreement who do not join the Union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed into employment within the unit, shall, only upon the Township's receipt of a written document from the employee expressly authorizing the Representation Fee payment set forth in Section 6, pay a representation fee to the Union by automatic payroll deduction.

Section 6. The representation fee shall be in the amount equal to eighty-five percent (85%) of the regular union membership dues, fees, and assessments as certified to the Township by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit.

Section 7. The Union shall indemnify and hold the Township harmless against any and all claims, demands, suits and other forms of liability that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision. The unit shall intervene in, and defend any administration of court litigation concerning this provision.

Section 8. In any such litigation, the employer shall have no obligation to defend this provision.

### **ARTICLE 3: BILL OF RIGHTS**

To ensure that the individual rights of the employees in the bargaining unit are not violated, the following shall represent the Employee's Bill of Rights:

Section 1. An employee shall be entitled to Union representation at each and every step of the grievance procedure set forth in this Agreement.

Section 2. Any employee shall be entitled to Union representation at each and every step of disciplinary hearing procedures.

Section 3. No employee shall be required by the Township and/or its agents to submit to an interrogation unless the employee is afforded the opportunity of Union representation.

Section 4. No recording device or stenographer of any kind shall be used during any meetings unless both the Union and Township agree to their use prior to such meeting in writing. A recording device may be used in disciplinary hearings and/or Police Investigative Meetings provided a copy of the tape is provided to the defendant.

Section 5. In all disciplinary hearings the employee shall be presumed innocent until proven guilty and the burden of proof shall be on the Township.

Section 6. An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his/her hours, wages or working conditions as the result of the exercise of rights under this Agreement.

Section 7. No disciplinary action shall be taken without just cause.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

Section 1. The Union recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All of the rights, power and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement, or by appropriate laws.

Section 2. It shall be mutually agreed that the Township, as Employer, and Union, as Employee, will abide by Title 11 and 11A, Civil Service Commission, of the Revised Statutes of New Jersey, and the Rules and Regulations of the Civil Service Commission. No provision of this Agreement, will in any way, contravene the authority and responsibility of the Civil Service Commission.

Section 3. The Township shall have the right to determine all matters concerning the Management or Administration of the various Departments of the Municipality, the right to direct the various Departments, to hire and transfer employees, to combine and eliminate jobs, and to determine the number of employees needed for specific job assignments, subject to Civil Service Commission rules and applicable laws.

Section 4. Nothing in this Agreement shall interfere with the right of the Township in accordance with the applicable laws, rules and regulations to:



- a. Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible;
- b. Manage employees of the Township, to schedule vacations of employees, to hire, promote, transfer, assign or retain employees in positions within the Township, and in that regard, to establish reasonable work rules in written form, with copies and amendments thereto to be provided to employees;
- c. Pursuant to Civil Service Commission rules, to suspend, demote, reduce, discharge or take other appropriate disciplinary action against an employee for just cause; or to lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; provided that reduction in force level of certified personnel shall not be effected until non-certified personnel are laid off.

Section 5. The provisions of this Agreement shall be subject to and subordinate to and shall not annul or modify any existing or amended applicable provisions of Federal or State laws.

## **ARTICLE 5: HOURS OF WORK**

Section 1. For Public Safety Telecommunications Officers, the day shall consist of eight (8) hours, with four (4) consecutive days on duty followed by two (2) consecutive days off. Shift assignments shall be made by the Chief of Police or his designee. Seniority may be a consideration.

Section 2. Employees are to receive a two-week (14 day) notice of any change in working hours.

Section 3. Public Safety Telecommunications Officers may be required to attend up to thirty-two (32) hours of training on an annual basis as may be required by the Chief of Police. Said training is to be accomplished in such a manner to ensure that Telecommunications Officers are scheduled for no more than forty (40) hours in a seven (7) day period.

## **ARTICLE 6: OVERTIME**

Section 1. All work performed in excess of forty (40) hours in one (1) week, or eight (8) hours in one (1) day, shall be considered overtime and shall be compensated at the rate of time and one-half. Said compensation shall be in pay. Compensatory time may only be given with the consent of both the employee, the Department Head and/or Township Administrator and in accordance with Section 9 of this Article.

Section 2. The Township shall make reasonable efforts to notify the employee involved about overtime assignments.

Section 3. Overtime work shall be voluntary except in cases of emergencies, as declared by the Mayor, Township Administrator or Chief of Police.

Section 4. Overtime work shall be performed by all employees of the bargaining unit and shall be distributed as equally as possible among the members. Overtime will be offered to full-time employees prior to being offered to part-time employees.

Section 5. The Township shall provide a list to employees with overtime worked upon reasonable request by the Union.

Section 6. Overtime shall be paid currently or at least no later than the second pay period after the overtime was performed.

Section 7. There shall be minimum call-in time of two (2) hours which will be paid at the rate of one and one-half times the employee's regular rate of pay, so long as said call-in is not contiguous with the employee's regular work shift.

Section 8. The employee shall have the option of requesting payment of comp time accrued in a calendar year at the rate of time and one half or accumulating it into the next year. An employee may elect to receive payment for his or her compensatory time up to one-hundred (100) hours per year provided said employee shall notify the Township, in writing, no later than November 1<sup>st</sup> of each year. The Township shall make payment to the employee within thirty (30) days of receipt of said request.

Section 9. The maximum amount of compensatory time an employee is permitted to accrue in one year shall be 240 hours (not more than 160 hours of actual overtime hours worked). An employee who has accrued the maximum number of compensatory hours shall be paid in overtime compensation in cash for any additional overtime hours worked.

## **ARTICLE 7: HOLIDAYS**

Section 1. The following holidays or the day celebrated as such shall be observed with full pay: New Year's Day, Martin Luther King's Day, President's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Election Day, Thanksgiving Day, day after Thanksgiving, and Christmas Day.

Section 2. An employee required to work on any holiday specified in the Agreement shall be guaranteed to a full work day or a full day's pay in lieu thereof, at the applicable rate.

Section 3. All full-time and part-time permanent titles covered in Article 1, Section 2 shall be allowed to take pay for all holidays in money or in compensatory time off. Payment for holiday will be paid on current basis.

Section 4. Public Safety Telecommunications Officers shall receive holiday pay for the actual holiday itself rather than the observed holiday.

Section 5. For all permanent employees, all work performed on a holiday shall be compensated at the rate of time and one half (1 ½) plus pay for the holiday.

## **ARTICLE 8: VACATIONS**

Section 1. Employees hired before January 1, 2019 shall be entitled to the following paid vacation:

- a. One (1) working day vacation for each month of service from date of hire up to and including December 31 next following such date of hire.
- b. For one (1) but less than three (3) years of service, 13 working days of each year.
- c. For three (3) years but less than six (6) years of service, 17 working days of vacation during each year.
- d. For six (6) years but less than nine (9) years of service, 21 working days during each year.
- e. For nine(9) years but less than twelve (12) years of service, 25 working days during each year.
- f. For twelve (12) or more years of service, 29 working days during each year.

Vacation leave is to be automatically credited to employees who have completed one (1) year of full-time service on January 1<sup>st</sup> of each year. Vacation leave credited on January 1<sup>st</sup> is to be prorated in the event the 5<sup>th</sup>, 10<sup>th</sup>, or 15<sup>th</sup> anniversary of service falls during the calendar year.

- g. All permanent part-time employees are to receive the above on a pro-rated basis based on the average number of hours worked per week.

Section 2. Employees hired on or after January 1, 2019 shall be entitled to the following paid vacation:

- a. One-half (1/2) working day per month from date of hire up to and including December 31 next following such date of, for up to a maximum of six (6) working days.
- b. For one (1) year but less than six (6) years of service, ten (10) working days each year.
- c. For six (6) years but less than eleven (11) years of service, twelve (12) working days each year.
- d. For eleven (11) years but less than sixteen (16) years of service, sixteen (16) working days each year.
- e. For sixteen (16) or more years of service, twenty (20) working days each year.
- f. Vacation leave is to be automatically credited to employees who have completed one (1) year of full-time service on January 1<sup>st</sup> of each year. Vacation leave credited on January 1<sup>st</sup> is to be prorated in the event the 5<sup>th</sup>, 10<sup>th</sup>, or 15<sup>th</sup> anniversary of service falls during the calendar year.
- g. All permanent part-time employees are to receive the above on a pro-rated basis based on the average number of hours worked per week.

Section 3. In the event that any employee is permanently separated from his employment with the Township, he shall be required to pay back any vacation time taken and not earned.

Section 4. Where in any calendar year an employee fails to take all or part of his vacation leave, such leave shall accumulate for use in the subsequent year only. N.J.A.C. 4A:6-1.2 shall also apply.

Section 5. Subject to the needs of the Township, vacation requests shall be granted provided two weeks notice has been given in the case of a vacation period of five (5) continuous days or more, employees requesting periods of less than five (5) days shall provide at least forty-eight (48) hours written notice on the prescribed form and receive approval from his or her supervisor and the Chief of Police or his designee.

Section 6. Provided three (3) weeks notice was given, employees leaving on vacation for five (5) or more days shall receive vacation pay not later than the last work day prior to beginning the vacation, if the employee so desires. The Township shall have vacation paychecks for the employee dated on the last day of work, if appropriate procedures have been followed.

Section 7. All accumulated (earned) vacation time shall be paid to employees upon separation of employment. Vacation time and/or vacation pay for the last year of employment shall be paid on a pro-rated basis. However, termination for cause shall result in the forfeiture of any accrued, unused vacation.

Section 7. Public Safety Telecommunications Officers shall submit all leave requests to the Chief of Police or his designee.

Section 8. Police Officers and part-timers vacation schedules shall not interfere with the scheduling of Public Safety Telecommunications Officers' vacation.

Section 9. All permanent employees hired prior to January 1, 1996 shall at his/her retirement in good standing, cause to be paid to him/her the full amount of accrued vacation leave. In addition, the employee shall receive a bonus of 5% of the total payment of vacation pay.

Section 10. All permanent employees hired after January 1, 1996 shall receive the above with a cap of \$12,000 inclusive of sick leave pay upon retirement.

### **ARTICLE 9: SICK LEAVE**

Section 1. All full-time employees covered by this Agreement shall be granted sick leave with 1¼ days for each month of service during the remainder of the first calendar year of employment and fifteen (15) working days in every calendar year thereafter. The amount of such leave not taken shall accumulate from year to year. Sick time is to be posted automatically to each employee on January 1<sup>st</sup> of each year.

- a. All permanent part time employees shall receive the above on a prorated basis, based on the average number of hours worked per week.

Section 2. Sick leave is defined as temporary inability to perform one's duties by reason of illness or injury.

Section 3. Each employee shall be granted five (5) days of personal leave per year to be deducted from sick leave. These days can be used at the rate of less than a full day at a time. Except in the case of an emergency situation, the use of said personal days shall be subject to the approval by the employee's Department Head and the Township Administrator which approval is not to be unreasonably withheld.

Section 4. Each employee shall be granted three (3) personal days in each calendar year which is non-deductible from sick leave. Said personal days are to be taken within the

calendar year and are not accruable from year to year. Personal days are to be pro-rated for all new full time employees.

Section 5. An employee shall have the option each year of either accumulating or taking any unused portion of the sick leave granted for that year in straight pay, provided that notification of the desire to use this option is submitted in writing to the Township Administrator and the employee's Department Head no later than November 1<sup>st</sup> of each year. Sick days used in this option shall be deducted from the accumulated sick leave total of the employee and shall not be applicable to the bonus pay program outlined under the Jackson Code. Payment shall be made by December 1<sup>st</sup> of that calendar year.

Section 6. The Township agrees that the bonus pay program shall remain in force and effect. The employee shall receive one (1) day's pay for every five (5) days of sick leave which is earned, but not used during the calendar year.

Section 7. All permanent employees hired prior to January 1, 1996 shall at his/her retirement in good standing, cause to be paid to him/her the full amount of sick leave accrued up to a maximum of 130 days. In addition, the employee shall receive a bonus of 5% of the total payment of sick leave. All permanent employees hired after January 1, 1996 shall receive the above with a cap of \$12,000 inclusive of vacation pay upon retirement.

Section 8. The Chief of Police or his designee may require proof of illness of an employee on sick leave whenever it is suspected that there is misuse or abuse of sick days. Abuse of sick leave shall be cause for disciplinary action. Proof of illness is to be obtained at the employee's expense. The use of three (3) or more consecutive sick days may require a doctor's note to return to work.



## **ARTICLE 10: SENIORITY**

Section 1. Seniority is defined as an employee's total length of service with the Township, beginning with his original date of employment.

Section 2. An employee having broken service with the Employer (including certain authorized leave of absences without pay) shall not accrue seniority credits for the time he was not employed by the Township in accord with Title 4A.

Section 3. If a question arises concerning two or more employees who were hired on the same date, the following shall apply: Seniority preference shall be given in alphabetical order (of the employee's name).

Section 4.a. The employer shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification, and pay rate of each employee covered by this Agreement and the Township shall furnish copies of same to the Union upon request.

b. The Union will be notified immediately of any new or additional positions covered by the FMBA Unit within the Township.

Section 5. Seniority is one factor to be considered when a substantial advantage or disadvantage is concerned and shall prevail for vacations.

## **ARTICLE 11: GRIEVANCE PROCEDURES**

Section 1. General Policy. It is the policy of the Township of Jackson that every employee at all times be treated fairly, courteously, and with respect. Conversely, each employee is expected to afford the same treatment to his associates, supervisors and to the public.

Section 2. Definition. A grievance within the meaning of this Agreement shall be a controversy or dispute arising between the parties hereto involving the interpretation or application of any provisions of this Agreement.

Section 3. Verbal Grievance. Step 1.

- a. Whenever an employee has a grievance, he or she and/or a Union Local Representative shall first present it verbally to his or her supervisor. It is the responsibility of the supervisor to arrange a mutually satisfactory settlement of the grievance within five (5) working days of the time when it was first presented to him, or failing in that, the supervisor must, within that time, advise the employee of the inability to do so.
- b. When an employee is informed by his or her supervisor that the supervisor is unable, within the discretion permitted to arrange a mutually satisfactory solution to the grievance, it shall be submitted to a higher authority, in writing in accordance with Section 4. herein.

Section 4. Formal Written Grievance. Step 2.

- a. If an employee's complaint is not satisfactorily settled by his or her supervisor in accordance with Section 3, the employee and/or the Union Local representative will prepare the grievance, in writing, in duplicate. The grievance should be stated as completely and as clearly as possible in order to permit prompt handling. One (1) copy of the grievance shall be placed in the hands of the Township Administrator within ten (10) days of the supervisor's response.
- b. The other copy of the grievance shall be presented by the employee and the Union Representative to his or her immediate supervisor, to whom the grievance was made verbally. The supervisor will report the facts and events which led up to the presentation in writing, including in his written report any verbal answer he may

have previously given to the employee and the Union Steward concerning this grievance. Within five (5) working days after receipt of the written grievance, the supervisor must present it with the information required from him/her to the Township Administrator.

- c. The Township Administrator, Union Representative and employee will attempt to find a mutually satisfactory solution to the grievance within five (5) working days. Failing a solution, the complaint, accompanied by a written report on the matter by the Administrator must be forwarded to the Mayor. The Mayor will then consider and formally act on the complaint within fourteen (14) working days.
- d. Since it is intended that most, if not all, grievances can and should be settled without the necessity of reference to the Mayor, no grievance will be heard or considered by the Mayor which has not first passed through the above described steps.
- e. Township agrees that where a grievance arises involving the interpretation or application of any provision of this Agreement, and the Mayor and the employee are unable to reach a mutually satisfactory settlement within fourteen (14) working days, said grievance may be submitted to arbitration upon written demand of either the Union or the Township, provided such request is made within twenty (20) working days after the final decision of the Mayor.
- f. The Township and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the P.E.R.C. in the selection of an arbitrator.

- g. The arbitrator so selected shall confer with the representatives of the Township and the Union and hold hearings promptly and shall issue his/her recommendation not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final settlement and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which violates the terms of this Agreement.
- h. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no others.
- i. He/she shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.
- j. Township agrees that where a grievance arises involving the interpretation or application of any provisions of this Agreement, and the Mayor and the employee are unable to reach a mutually satisfactory settlement within fourteen (14) working days, then said grievance may be submitted to arbitration to the Public Employment Relations Commission (PERC) within twenty (20) working days after the final decision to the Mayor. Said arbitration shall be governed by the Rules and Regulations of the Public Employment Relations Commission.
- k. Any award by the arbitrator shall be binding upon the parties. The arbitrator's fee and expenses, if any, shall be borne jointly by the Township and the Union. Preparation and presentation expenses shall be borne separately by each party.

1. All relevant papers and documents relating to a grievance and its disposition will be placed in the employee's personnel history file.

Section 5. The Township Administrator or his designee shall serve as Hearing Officer on all disciplinary actions. A report on same shall be provided to the Mayor.

## **ARTICLE 12: LEAVES OF ABSENCE**

Section 1. Employees shall be granted extended leaves of absence without pay not to exceed six (6) months beyond the accumulation of paid sick leave referred to during periods of lengthy illness or disability so certified by a medical doctor. This may be extended six (6) months at the Township's option.

## **ARTICLE 13: BEREAVEMENT LEAVE**

Section 1. In the case of death in the immediate family, an employee shall be granted up to four (4) days of bereavement leave, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral. This leave shall not be deducted from any other leave and shall be granted as many times as may be necessary during any given year. Proof of the need for bereavement leave may be requested by management.

Section 2. The term immediate family shall include the following: spouse, New Jersey domestic partner or civil union Partner, children, step-children, father, mother, step-parent, brother, sister, sister-in-law, brother-in-law, grandparents, grandchildren, great-grandparents and great-grandchildren of the employee or employee's spouse, with the discretion of the Business Administrator.

Section 3. Two (2) days of bereavement leave shall be granted to the employee in the event of an aunt or uncle, niece or nephew of the employee or employee's spouse.

Section 4. If travel time is required, the Township Administrator or his designee may grant up to one (1) additional day of bereavement leave.

### **ARTICLE 14: MILITARY LEAVE**

Section 1. All bargaining unit employees shall be entitled to Military Leave in accordance with Federal and State Statutes.

### **ARTICLE 15: JURY DUTY LEAVE**

Section 1. Any employee who loses time from his or her job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his or her daily base rate of pay (up to a maximum of normal number of hours per day) and the daily jury fee subject to the following conditions:

- a. The employee must notify the Township Administrator immediately upon receipt of a summons for jury service;
- b. No employee is attending jury duty during vacation and/or other time off from Township employment, and;
- c. The employee submits adequate proof of the time served on the jury and the amount received for such service.
- d. An employee who normally works the midnight shift shall be granted the night before off for jury duty.

Section 2. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to 11:00 A.M., that employee shall be required to return to work by 12:00 noon that day in order to receive pay for that day.

### **ARTICLE 16: EQUAL TREATMENT**

Section 1. All employees shall be treated equally regarding term and conditions of employment and there shall be no discrimination on account of race, religion, color, sex, age,

nationality, marital status, political affiliation, union membership or union activities. All provisions of this contract and other rules and regulations shall be equitably applied and enforced.

## **ARTICLE 17: UNION RIGHTS**

Section 1. The Township agrees to furnish and maintain a suitable bulletin board in a convenient place at the principal place of work for use by the Union.

Section 2. The Employer agrees that during working hours on the Township's premises, and without loss of pay, union officials shall be allowed to:

- a. Post union notices
- b. Distribute Union literature during non-working hours
- c. Solicit Union Membership during the employee's non-working time
- d. Attend negotiating meetings if scheduled during working hours
- e. Transmit communications, authorized by the local Union or its officers, to the Employer or his representatives
- f. Consult with the Township, his representative, local Union officers, or other Union representatives concerning the enforcement of any provisions of this Agreement; and
- g. Attend monthly FMBA delegates meetings

Section 3. These activities shall not interfere with the Employee's duties and shall be limited to a reasonable amount of time. A reasonable amount shall be deemed not to exceed

a total of eight (8) hours per month for all Union officials. All meetings at which the employer or its designee is present shall be excluded for purposes of this computation.

Section 4. The Union Negotiating Team/Committee shall not exceed three (3) people in total and shall be granted time off with full pay for all meetings between the Township and the Union for purposes of negotiating the terms of an Agreement when such meetings take place during regular working hours.

Section 5. Prior to conducting Union business, the Union member shall submit a leave request on the prescribed form to their Department Head or immediate supervisor. Permission shall not be unreasonably denied nor shall said union member be required to divulge the nature of the Union business.

Section 6. The township agrees to grant the necessary time off without loss of pay to the President or FMBA representative to attend any National or State Convention of the New Jersey State FMBA.

## **ARTICLE 18: HOSPITALIZATION AND MEDICAL BENEFITS**

Section 1. The Township shall continue the present New Jersey State Health Benefits Fund or its equivalent. The Union recognizes the Township's insurance plan known as the New Jersey State Health Benefits Fund. The Township retains its exclusive right to change health insurance carriers, provided equal or greater coverage is maintained. Employees hired on or after 9/1/19 shall be limited to elect enrollment in either the Aetna Liberty, OMNIA Health Plan, or Freedom Direct 20/35. Any employee hired prior to 9/1/19 who waives Township health insurance coverage currently or in the future, and who after 9/1/19 elects to re-enroll in Township health insurance shall be limited to elect enrollment in either the Aetna Liberty, OMNIA Health Plan, or Freedom Direct 20/35.

Any employee hired prior to 9/1/19 who is not currently enrolled in the OMNIA, Aetna Liberty Plan or the Freedom Direct 20/35 Plan and chooses to switch to one of those plans,



the Township will pay that Employee per year \$500 for single coverage or \$1,000 for family coverage for switching to the plan. This incentive payment is a one-time payment and will be paid to the employee in the first quarter of the Plan Year in which the employee switches.

Section 2. The Township shall continue to provide dental service insurance coverage (100% preventative and diagnostic) to all employees at no premium cost to them, provided the Township remains in the State Health Benefits Program. Said plan shall be the New Jersey Delta Dental Plan or its equivalent. In addition, the maximum payment per patient per calendar year shall be \$1500 and the lifetime maximum payment per patient for orthodontic services is \$2,000. To the extent the Township does not remain in the State Health Benefits Program, employees will be required to contribute to the cost of dental service insurance benefits in accordance with the rates set forth in the grids established by P.L. 2011, Ch. 78.

Section 3. The Township shall provide optical plan coverage for each employee at no premium cost to them, provided the Township remains in the State Health Benefits Program. Said optical plan shall be EyeMed Vision Care or its equivalent. To the extent the Township does not remain in the State Health Benefits Program, employees will be required to contribute to the cost of optical plan coverage benefits in accordance with the rates set forth in the grids established by P.L. 2011, Ch. 78.

Section 4. The Township shall provide prescription plan coverage (family coverage) for each employee covered under this Agreement. Said prescription plan shall be the New Jersey State Health Benefits Plan or its equivalent.

Section 5. The Township shall provide a short term disability plan for each employee covered under this Agreement for non-job related injuries at the current contribution rates for each period covered by this contract. Said disability plan shall be the The Standard Disability Plan or its equivalent, and will include a seven (7) day elimination period and an offset for salary continuation. The Township will pay 1% or the total salary of the employee and the employee will pay ½ of 1% of his/her total salary per annum as premium costs.

Section 6. The Township shall provide a long term disability plan for each employee covered under this Agreement for non-job related injuries. Said disability plan shall be the Unum Provident Disability Plan or its equivalent.

Section 7. Employees on Worker's Compensation (Injury on Duty) will follow the Workmen's Compensation policy covered under the Jackson Code. No accumulated sick leave is to be deducted while on an approved IOD Leave.

Section 8. All employees shall contribute to the cost of their medical and prescription benefits provided in this Article in accordance with the percentages set forth in the grids established by P.L. 2011. Ch. 78.

Section 9. Any employee waiving health insurance coverage for 2020 shall be paid 25% of the savings or \$5,000, whichever is lesser, for their eligible coverage, i.e. Family, Husband and Wife, calculated based on the Omnia Plan, said amount to be prorated for any portion of the year in which coverage is waived.

## **ARTICLE 19: GENERAL PROVISIONS**

Section 1. The Township agrees to continue to abide by all applicable laws regarding safety of its employees and furnish general comforts and sanitary conditions for its employees.

Section 2. Any written statement or verbal agreement between an employee and the employer which may be contrary to or in conflict with the terms and conditions of this Agreement shall be null and void.

Section 3. No clause in this Agreement is to be understood to imply a lowering of health and safety conditions heretofore existing in this office.

Section 4. Employee agrees to give Township two (2) weeks notice of intent to resign.

Section 5. Employees shall have access to their personnel files upon reasonable notice to the Township. Employee shall be permitted to place any relevant documents or rebuttal desired into said file.

Section 6. All accumulated compensatory time shall be paid to the employee upon separation of employment or to his beneficiary in the event of death.

Section 7. In the event of death of a permanent employee, up to a maximum of 130 days accumulated/pro-rated sick time shall be paid to the employee's beneficiary.

Section 8. When an employee is assigned by the Township Administrator to perform the duties of a higher New Jersey Civil Service Commission position in the classified service on a temporary basis because of the absence of an employee holding such a higher position in the classified service, such temporary assigned employee shall be entitled to be compensated at a salary of one hour additional pay per day for each day of temporary assignment. The employee must perform a majority of job duties in the higher classification to qualify for payment. Only permanent employees are eligible and qualified for promotion to such higher New Jersey Civil Service Commission classified positions may be temporarily assigned, when such employees are available. The provisions of this Section shall not take effect until the employee which is assigned to temporarily perform the duties of a higher New Jersey Civil Service Commission classified position performs such duties for a period of six full working days. For the purpose of this section, if an employee is assigned to a higher paid position, by the Department Head, the assignment shall be effective if not contravened by the Township Administrator within 24 hours after his being informed by the employee.

Section 9. The Township agrees to make promotions pursuant to the Civil Service Commission Rules. In the event an employee receives a promotion, either through the Township or the Civil Service Commission, an employee whose position is reclassified shall be entitled to a salary increase per this Agreement. The Salary Guide shall establish

minimum wage and salary increases for positions in accordance with years of service governed by this Agreement.

Section 10. A uniform allowance will be given to Public Safety Telecommunications Officers of \$950 per year. Payment for this entitlement shall be made in the first pay period in May of each calendar year covered by this Agreement. All permanent part time employees working 20 hours or more per week shall receive 50% of the above stated allotment per year.

Section 11. Any employee criminally charged due to a job-related incident shall be provided with complete legal representation at Township's expense, except in matters instituted by or on behalf of the Township. If any such matter instituted by or on behalf of the Township is dismissed or finally determined in favor of the employee, he shall be reimbursed for the expense of his defense.

Section 12. In the case of inclement weather or any other reason whereby non-emergency employees are sent home, Public Safety Telecommunications Officers who are working during that 24-hour period shall be given compensatory time at the rate of time and one half for the same number of hours that the building is closed. Only those employees who are considered to be non-emergency personnel by the Township are to be sent home.

## **ARTICLE 20: SALARIES**

Section 1. Effective and retroactive to January 1, 2019, employees shall receive a salary increase of 2.25% (increases applied to 2018 Salary Guide).

Section 2. Effective January 1, 2020, the Salary Guide will be replaced with a 15-step guide. On January 1, 2020, employees will be placed at a step on the 15-step guide closest to, but above their 2019 salary. Employees will move to the next step on their anniversary hire date in year 2020 and will move subsequent steps on their anniversary hire date every year thereafter.

Section 3. Effective January 1, 2020, employees shall receive a salary increase of 1.5% (increases applied to 2019 salary rates).

Section 4. Effective January 1, 2021, employees shall receive a salary increase of 1.5% (increases applied to 2020 salary rates).

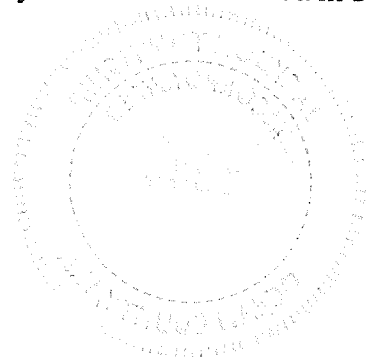
Section 5. Effective January 1, 2022, employees shall receive a salary increase of 1.75% (increases applied to 2021 salary rates).

Section 6. Effective January 1, 2023, employees shall receive a salary increase of 2.0% (increases applied to 2022 salary rates).

Section 7. Effective January 1, 2011, all full-time employees required to work the midnight shift shall receive a one percent (1%) pay differential.

Section 8. In addition to the annual basic wage there shall be paid to each qualified full time employee employed prior to September 1, 1993, as additional salary, a longevity increment of two percent (2%) of base pay upon completion of the first five years of continuous employment, five percent (5%) of base pay upon completion of ten years of continuous service, eight percent (8%) of base pay upon completion of fifteen years of continuous service, and ten percent (10%) of base pay upon the completion of twenty years of continuous service, the maximum longevity being ten percent.

Section 9. Beginning September 1, 1993, and thereafter, all employees hired by the Township of Jackson shall be paid only their base rate of pay. No employee hired after September 1, 1993, shall be entitled to or receive longevity pay. All employees hired prior to September 1, 1993 shall continue to receive all longevity benefits as outlined in Section 5 of this Article.



## ARTICLE 21: TERMINATION AND EXTENSION

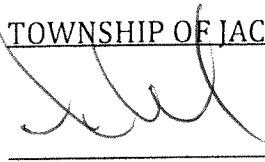
Section 1. This agreement shall be in effect from date of Agreement through December 31, 2023.

Section 2. Negotiations for a successor Agreement shall commence in accordance with N.J.A.C. 19:12-2.1. This Agreement shall remain in full force and effect during the period of negotiations for a successor Agreement.

## ARTICLE 22: FULLY BARGAINED AGREEMENT

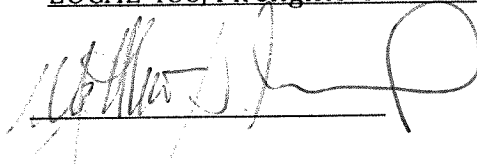
This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

TOWNSHIP OF JACKSON



MAYOR

LOCAL 486, Firefighters Mutual Benevolent Association



ATTEST:

*Janice Kosty*  
Township Clerk

**FMBA 15-Step Guide Effective January 1, 2020**

	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>Trainee</b>	\$ 42,587.37	\$ 43,226.18	\$ 43,982.64	\$ 44,862.29
<b>1</b>	\$ 43,683.57	\$ 44,338.82	\$ 45,114.75	\$ 46,017.05
<b>2</b>	\$ 44,779.77	\$ 45,451.47	\$ 46,246.87	\$ 47,171.80
<b>3</b>	\$ 45,875.97	\$ 46,564.11	\$ 47,378.98	\$ 48,326.56
<b>4</b>	\$ 46,972.17	\$ 47,676.75	\$ 48,511.10	\$ 49,481.32
<b>5</b>	\$ 48,068.37	\$ 48,789.40	\$ 49,643.21	\$ 50,636.07
<b>6</b>	\$ 49,164.57	\$ 49,902.04	\$ 50,775.32	\$ 51,790.83
<b>7</b>	\$ 50,260.77	\$ 51,014.68	\$ 51,907.44	\$ 52,945.59
<b>8</b>	\$ 51,356.97	\$ 52,127.32	\$ 53,039.55	\$ 54,100.34
<b>9</b>	\$ 52,453.17	\$ 53,239.97	\$ 54,171.67	\$ 55,255.10
<b>10</b>	\$ 53,549.37	\$ 54,352.61	\$ 55,303.78	\$ 56,409.86
<b>11</b>	\$ 54,645.57	\$ 55,465.25	\$ 56,435.90	\$ 57,564.61
<b>12</b>	\$ 55,741.77	\$ 56,577.90	\$ 57,568.01	\$ 58,719.37
<b>13</b>	\$ 56,837.97	\$ 57,690.54	\$ 58,700.12	\$ 59,874.13
<b>14</b>	\$ 57,934.17	\$ 58,803.18	\$ 59,832.24	\$ 61,028.88
<b>15</b>	\$ 59,023.27	\$ 59,908.61	\$ 60,957.01	\$ 62,176.16
<b>Senior</b>	\$ 61,974.43	\$ 62,904.05	\$ 64,004.87	\$ 65,284.96
<b>Supervising PST</b>	\$ 65,073.14	\$ 66,049.24	\$ 67,205.10	\$ 68,549.20

