



Borough of Madison
Hartley Dodge Memorial
50 Kings Road
Madison, NJ 07940

**AGREEMENT BETWEEN THE
BOROUGH OF MADISON**

AND THE

**FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION
911 TELE-COMMUNICATORS LOCAL NO. 474**

**FOR THE TERM COMMENCING JANUARY 1, 2022
AND ENDING DECEMBER 31, 2025**

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PREAMBLE

This Agreement, made this ____ day of _____, 2022, by and between the BOROUGH OF MADISON, NEW JERSEY, hereinafter referred to as the "Borough", and the FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION 911 TELE-COMMUNICATORS LOCAL NO. 474, hereinafter referred to as the "Association" or "FMBA", is designed to maintain and promote a harmonious relationship between the Borough of Madison and such of its employees who are within the provisions of this Agreement, in order that efficient and progressive public service may be rendered.

ARTICLE I - RECOGNITION

Section 1

The Borough recognizes the New Jersey State FMBA as the sole and exclusive representative for the purpose of collective negotiations concerning rates of pay, hours of employment and other conditions of employment for all full-time 911 Public Safety Tele-Communicator's, excluding the Senior Dispatcher, in the Borough Police Department.

Section 2

Unless otherwise indicated, the terms "911 dispatcher", "911 Public Safety Tele-communicator", "employee", or "employees", or "member of the department", when used in this Agreement, refer to all persons represented by the Association in the above defined negotiating unit.

ARTICLE II - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 – Purpose

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 this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Section 2 – Definitions

The term "grievance" as used herein means any difference or dispute arising over the application or interpretation of the terms and conditions of this Agreement and may be raised by an individual or the Association on behalf of an individual or group of individuals. The terms "days" shall mean calendar days.

Section 3 – Procedure

- Step 1 – An aggrieved employee shall submit a grievance in writing to the Chief of Police within fifteen (15) days of the occurrence in question. Only those grievances submitted in writing within fifteen (15) days of the occurrence shall be deemed to be timely filed.
- Step 2 – The Chief of Police shall submit his/her decision in writing within fifteen (15) days of the submission of the grievance to him/her.
- Step 3 – Within fifteen (15) days of the decision of the Chief of Police, if the grievance is not settled to the satisfaction of both parties, the matter shall be submitted to the Borough Administrator who shall have fifteen (15) days to submit his/her written decision.

The aggrieved employee has a right to representation by an official of the FMBA in Steps 1, 2 and 3 hereof.

- Step 4 – Arbitration – Within two (2) weeks of the transmittal of the written decision by the Borough Administrator, if the grievance involves a dispute over the application or interpretation of the terms of this Agreement and is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

If either party demands that a grievance be arbitrated, the party will request the New Jersey Public Employment Relations Commission (PERC) to arrange for the selection of an arbitrator in accordance with its procedures. Such arbitrator shall have the authority to hear and determine the grievance, and his/her decision shall be final and binding on all parties. The arbitrator's decision shall in no way alter, add to, or delete from the terms of this Agreement, and he/she shall decide the dispute within thirty (30) days after the hearing has been closed. The fee and expenses of the arbitrator shall be borne equally by the parties. Only the Borough or the FMBA shall have the right to submit a grievance to arbitration.

Section 4 – General Provisions

- A) The steps or other requirements provided for herein may be waived by mutual agreement of the parties.
- B) If the Borough fails to meet and/or answer any grievance within the prescribed time limits as herein before provided, such grievance may be processed to the next step.
- C) All conference and hearings conducted under this grievance procedure shall be conducted in private by the Police Chief, Administrator, or a sub-committee thereof, and shall be limited to the parties in interest, their representatives, and the witnesses and such other persons as are reasonably necessary for a fair and equitable determination.
- D) The representatives present for grievances shall not have loss of pay or time.

ARTICLE III - DISCIPLINE AND DISCHARGE

Section 1

It is agreed that nothing herein shall in any way prohibit the Borough from discharging or otherwise disciplining any employee, regardless of seniority, for good and just cause.

Section 2

Any actions taken by the Borough under this Article shall be subject to Article II, Grievance and Arbitration.

ARTICLE IV - HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

Section 1

- A) Twelve (12) continuous hours of actual duty in a twenty-four (24) hour period shall be deemed a day's work. Any member who shall work in excess of such twelve (12) hours in a twenty-four (24) hour period, will be compensated for such additional hours at a rate of one and one-half time his/her regular straight time hourly rate of pay. When a dispatcher's shift is extended, in computing overtime compensation, it should be rounded to the next full hour with fifteen (15) minute increments to follow.
- B) Overtime shall be paid from the beginning of the overtime worked, excluding travel time to and from work.

- C) If an employee is called to work on a day off, during time off or during a vacation day, the employee should be paid a minimum of four (4) hours of time and one half his/her regular straight time rate of pay. If said employee is required to work more than four (4) hours, payment for all time worked shall be at time and one-half his/her regular straight time rate of pay.

Section 2

- A) Employees hired prior to January 1, 2023 may accumulate up to 480 hours of compensatory time. Any employee hired after January 1, 2023 shall not be able to accumulate more than 240 hours of compensatory time.
 - a. Dispatchers shall work a fluctuating schedule with four weeks of working 48 hours per week and four weeks of working 36 hours per week.
 - i. Each week, working forty-eight (48) hours, dispatchers work eight (8) hours over forty (40) hours in that week. Dispatchers will earn thirty-two (32) hours of comp time during that four week cycle at time-and-a-half (48 hours).
 - ii. Each week working thirty-six (36) hours, dispatchers will use four (4) hours of comp time to make up the forty (40) hours required per week. Dispatchers will use sixteen (16) hours of comp time during that four-week cycle.
- B) Any request to cash out compensatory time, other than due to separation from service, shall be submitted to the Chief of Police and Borough Administrator by October 31 of the preceding year. An employee will be limited to having thirty (30) hours of compensatory time cashed out any given year. The request shall indicate the number of hours the employee is requesting to cash out from his/her compensatory bank. An employee cannot cancel or modify the request for payout of compensatory time upon its submission. Payment for compensatory time shall be paid in June of the following year, or thirty (30) days following the adoption of the municipal budget, whichever is later.
- C) The Borough acknowledges the current compensatory time balances as reflected in the Borough's payroll management system.

Section 3

The Borough may continue to utilize a twice per month payroll system on the 1st and 15th of each month.

ARTICLE V - COURT TIME

Section 1

If an employee is required to appear in the Joint Municipal Court on other than a civil action in connection with his/her duties in the department on a day off, during time off or on a vacation day, such employee shall be paid at the rate of time and one half his/her regular straight time rate, except that such employee shall receive compensation which shall be equal to not less than one (1) hour of such pay.

Section 2

If an employee is required to appear in any court, other than the Joint Municipal Court or a judicial or administrative proceeding, in connection with such employee's duties in the department on a day off, during time off, or vacation day, such employee shall be paid at time and one half his/her regular straight time rate of pay, except that such employee shall receive compensation which shall be equal to not less than two (2) hours of such pay.

ARTICLE VI - HOLIDAYS

Section 1

The Borough recognizes twelve (12) annual holidays per the Personnel Policies and Procedures Manual.

Section 2

Employees will receive a holiday check on the first pay period in December for twelve (12) holidays at their hourly rate of pay.

Section 3

The benefit of any other holiday (this does not include New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Floating Holiday) administratively provided to any other employee of the Borough or any other reason the Borough is closed shall be afforded to the employees of the 911 Tele-Communicators by the provision of hour for hour compensatory time which shall be taken within 365 days of the date on which it is credited, unless unable to do so because of duty scheduling problems. Administrative holidays referred to in this section shall not be deemed to include time off for Christmas or holiday parties or early closings (or delayed openings) of Borough Hall due to state of emergencies/inclement weather.

ARTICLE VII - VACATIONS

Section 1

Each employee shall receive vacations in accordance with the following schedule:

- A) New employees, during their first full year of service and up until the start of the second full calendar year, shall accumulate eight (8) hours vacation leave for each month in which employee worked or received pay for more than ten (10) days.
- B) Employees who have completed one full calendar year of service shall be entitled to eighty (80) vacation hours in advance at the beginning of their second (2nd) full calendar year. Days granted at the beginning of a calendar year must be used within that year.
- C) Employees shall be entitled to one hundred twenty (120) hours vacation during the calendar year in which the fifth (5th) anniversary of his/her employment occurs.
- D) One hundred sixty (160) hours vacation shall be granted an employee during the calendar year in which the tenth (10th) anniversary of his/her employment occurs.
- E) Vacation shall be granted to an employee during the calendar year in which the twentieth (20th) anniversary of his/her employment occurs and thereafter at the rate of eight (8) additional hours following each anniversary of employment to a maximum of two hundred (200) hours of vacation.

Section 2

Employees leaving the employment of the Borough will have their vacation time prorated. Vacation days earned the last year of service will be determined by dividing the total vacation days allowable by twelve (12), multiplied by actual months served during that year.

ARTICLE VII - FUNERAL LEAVE

Bereavement: In the event of a death of a relative who resides with an employee (within the same household), the employee shall be granted a total of five consecutive days just before or after the funeral to assist the family during the time of grief.

In the event of the death of a child, father, father-in-law, mother, mother-in-law, sister, sister-in-law, brother, brother-in-law, grandparent or grandchild not residing with an employee, up to five days shall be granted with pay for this purpose.

In the event of the death of a cousin, aunt, uncle, spouse's grandparent, son-in-law, daughter-in-law, niece or nephew, one day with pay shall be granted to attend the funeral.

If time is needed beyond that which is granted above, the employee may use up to five sick days for bereavement or family assistance in the death of the above-listed relatives.

ARTICLE IX - ABSENCE FOR ILLNESS

Section 1

No member of the 911 Tele-Communicators shall absent himself/herself from duty by reason of sickness or injury unless he/she shall promptly report the same to the Chief of Police or the other superior officer in charge of the department.

Section 2

New employees with less than one (1) full calendar year of service shall accumulate 8.667 hours for each month in which the employee worked or received pay for more than ten (10) days. Employees shall be entitled to one hundred four (104) sick hours in advance at the beginning of their second (2nd) full calendar year, and in each year thereafter, up to a maximum of two thousand (2000) hours.

Section 3

Unused sick leave may be accumulated to a maximum of two thousand (2000) hours for use if required. Sick leave cannot be used in advance of accrual unless authorized.

Section 4

If an employee is absent for three (3) consecutive days, or three (3) days in a five (5) day work period, such employee may be required, by the Chief of Police or his/her designee, to furnish a physician's statement obtained by the employee at his/her expense. If an employee is absent for five (5) non-consecutive days in a calendar year, such employee may be required to be examined by a physician designated and compensated by the Borough. The physician's statement shall set forth the cause and nature of the illness and certify that the employee is again fit to return to work.

Section 5

Pursuant to N.J.S.A. 40A:9-10.4, the Borough shall not pay supplemental compensation to any employee for accumulated unused sick leave in an amount in excess of \$15,000.00

Supplemental compensation shall be payable only at the time of retirement from a State-administered retirement system based on the leave credited on the date of retirement.

ARTICLE X - PERSONAL LEAVE

Section 1

Each employee in the bargaining unit shall be allowed twenty-four (24) hours of personal leave per calendar year with full pay. A new full-time employee will accrue 2.0 hours per month after one full month is worked, not to exceed 24 hours.

Personal leave is defined as leave for the purpose of attending to an urgent personal responsibility which cannot be scheduled during non-working hours. Whenever possible, the employee must submit to the Police Chief a reasonable advance written notice of intent to take a personal leave day.

The notice of intent to take the personal days shall be accompanied by a written explanation of the need for personal leave. If circumstances do not permit the employee to submit advance written notice, he/she shall submit a follow-up memorandum confirming that a personal day was taken and setting forth the reasons for the need for such personal leave day.

Personal leave is not intended to extend other types of leave in this Agreement, nor is it cumulative from year to year.

ARTICLE XI - MEDICAL AND HEALTH INSURANCE

Section 1

The employees of the department covered by this Agreement and the eligible members of their families shall receive medical and health insurance coverage as afforded by the Borough to all of its members as amended and/or modified hereafter.

Section 2

A pre-paid Dental Plan covering employees and their eligible dependents shall continue to be purchased subject to a maximum employer contribution of \$375 per employee per year.

Section 3

The Borough may select a medical insurance carrier to provide coverage and benefits which shall be substantially similar to those provided by the plan in effect at the time of any change of carrier.

Section 4

Employees shall be required to contribute to his/her health benefits in accordance with the Tier IV (Year 4) rates set forth in Chapter 78, P.L. 2011. (attached hereto).

ARTICLE XII - CLOTHING ALLOWANCE

- A) Employees of the department covered by this Agreement shall be reimbursed for expenditures for new clothing required in their official duties, including pants, polo's, long sleeve shirts and footwear (hereinafter referred to as "uniforms") up to a maximum of \$500.00.
- B) Such reimbursements shall be in accordance with present procedures which provide for payment upon presentation of a receipt covering purchases of such uniforms.
- C) Colors/designs are to be selected by the Borough of Madison.
- D) Employees are solely responsible for the maintenance of their uniforms.

ARTICLE XIII - WAGES

Section 1

Effective January 1, 2022, the base salary for any current dispatcher will be as follows:

- Dispatchers with ten (10) years or more of direct full-time dispatching experience, as determined by the Borough shall be \$59,950
- Dispatchers with more than five (5) years but not more than ten (10) years of direct full-time dispatching experience, as determined by the Borough shall be \$51,000
- Dispatchers with less than five (5) years of direct full-time dispatching experience, as determined by the Borough shall be \$45,000

All employees shall receive a salary increase of:

- 2.0% on base salary, January 1, 2023
- 2.0% on base salary, January 1, 2024; and
- 2.0% on base salary, January 1, 2025

Section 2

Management shall perform a formal written evaluation of each employee by April 1st of each year based on performance, goals, and standards. Effective July 1st each year, starting in 2023, employees hired prior to October 1st of the previous year shall be eligible to receive a \$1,200 increment added to their salary for satisfactory performance.

Section 3

The Chief of Police shall annually appoint one (1) Dispatcher who shall be deemed the official Training Officer. That Dispatcher shall receive an annual, non-pensionable stipend of \$1,000 paid in July of each year.

ARTICLE XIV - BAN ON STRIKES

Section 1

It is recognized that the need for continued and uninterrupted operation of the Borough's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures have been provided for the equitable settlement of grievances arising out of this Agreement and the parties hereto agree that there will not be and that the Association, its officers, members, agents or

principals will not engage in, encourage, sanction or suggest strikes, slowdowns, lockouts, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

Section 2

The Borough shall have the right to discipline or discharge any employee encouraging, suggesting, fomenting or participating in a strike, slowdown or other such interference.

Section 3

The Association shall not be held liable for unauthorized acts of employees, provided the Association will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, ordering all who participate in such activity to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances to bring about compliance with its order.

ARTICLE XV - ASSOCIATION BUSINESS LEAVE

Section 1

The members of the Association Negotiating Committee, not to exceed two (2) in number, shall, after adequate advance notice to the Chief of Police, be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Borough and the Association for the purpose of negotiation of the terms of an agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2

A representative of the Association (the Association President or his/her designee) shall, after adequate advance notice to the Chief of Police, be granted time off from duty and shall suffer no loss of regular pay for all meetings between the Borough and the Association for the purpose of processing grievances, when such meetings take place at a time during which such Association representative is scheduled to be on duty.

Section 3

The President of the Association, or his/her designee, shall be granted time off from duty, provided, in the opinion of the Chief of Police, it does not unduly interfere with the operation of the department, and shall suffer no loss of regular pay for attendance at the meetings of the Executive Board and the membership meetings of the Association when such meetings take place at a time when such employees are scheduled to be on duty. The term "meetings" means the regular monthly meeting and any emergency meeting, not to exceed three (3) emergency meetings per year.

Section 4

Per Diem dispatchers are permitted to be used to cover the communications center for the period of the Association meetings as to allow all members to attend the meetings and there is to be no interruption of department functions.

Section 5

The delegate appointed by the Association (including the President) shall be granted time off from duty and shall suffer no loss of regular pay to attend ten (10) meetings throughout the year of the State Firefighter's Mutual Benevolent Association, of which Local No. 474 of the Borough is a member.

ARTICLE XVI - DISCRIMINATION AND COERCION

Section 1

There shall be no discrimination, interference, or coercion by the Borough or any of its agents against the Association or against the employees represented by the Association because of membership or activity in the Association. There shall be no discrimination or coercion by the Association or any of their agents against any employees covered by this Agreement because of membership or non-membership in the association. Nor shall the Borough discriminate in favor of or assist any other labor or police organization, which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the employees. Neither the Borough nor the Association shall discriminate against any employee because of race, creed, color, age or national origin. The Borough will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.

ARTICLE XVII - DUES CHECK OFF

Section 1

The Borough agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Association of \$33.75 bi-monthly. Such deductions shall be made in compliance with Chapter 123 Public Laws of 1974 N.J.S.A. (R.S.) 52:14-15.9e as amended.

- A) The Association agrees to furnish written authorization, in accordance with the law, from each employee authorizing dues deductions.
- B) The Association will furnish the Borough a written statement of the dues to be deducted.

Section 2

No deductions will be made for any month in which there is insufficient pay available to cover the same after all other deductions, by law, have been made. Deductions for a prior month's dues will not be made in respect to such dues, except where the Borough, through error or oversight, failed to make the deduction in any monthly period.

Section 3

Deduction of Association Dues, made pursuant hereto, shall be remitted by check by the Borough to the Association. A list of employees from whose pay the deductions were made shall be delivered to the President or Vice President.

Section 4

A new dues deduction authorization card will automatically cancel any prior authorization card on file with the Borough. Members may withdraw from the Association during a thirty (30) day period beginning January 1st of each year. A copy of the withdrawal will be sent to the President or Vice President.

Section 5

The Association shall indemnify and hold the Borough harmless against all claims, demands, suits, or other forms of liability, which may arise by reason of any action taken in making deductions and remitting same to the Association pursuant to this Article.

XVIII - EFFECT OF THIS AGREEMENT

Section 1

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XIX - MANAGEMENT RIGHTS

Section 1

All aspects of the management of the business of the 911 Tele-communicators and the management and direction of department personnel, are the exclusive right of the Borough, except as expressly modified by the terms of this Agreement.

ARTICLE XX - IN SERVICE TRAINING

Section 1

Upon the execution of this Agreement, all employees of the department covered by this Agreement shall be compensated by compensatory time off on an hour-for-hour at time and a half basis for all in-service training scheduled during off-duty hours.. This time shall be taken with the approval of the Chief of Police.

Section 2

Six (6) hours or more shall be considered a full day of training.

ARTICLE XXI - DURATION


Section 1

Unless otherwise provided herein, this Agreement shall be in full force and effect from January 1, 2022 and shall be in effect to and including December 31, 2025. Negotiations for a successor agreement shall be conducted in accordance with the applicable rules of the New Jersey Public Employment Relations Commission.

Section 2

The parties agree that upon the expiration of this collective negotiation's agreement, the salary guide shall immediately stop and there shall be no increase in compensation until the parties agree to a successor contract.

For
BOROUGH OF MADISON




Robert H. Conley
Mayor



Raymond M. Codey
Borough Administrator

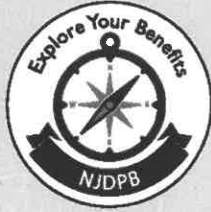
For
FIREFIGHTERS MUTUAL BENEVOLENT ASSOCIATION
911 TELE-COMMUNICATORS LOCAL NO. 474



Joseph Mittermaier
President Local No. 474



Tim Duetsch
District Vice President



ATTACHMENT A

State of New Jersey • Department of the Treasury

DIVISION OF PENSIONS & BENEFITS — HEALTH BENEFITS

P.O. Box 295, Trenton, NJ 08625-0295

**HEALTH BENEFITS CONTRIBUTION —
PERCENTAGE OF PREMIUM**

Note: You must use the active or retired members rate charts to first determine the full cost premium for the plan and coverage level you select. Then, use this chart to determine the percentage of the full cost for which you will be responsible.*

Annual Retirement Allowance Range	Single	Member/Spouse/Partner or Parent/Child	Family
Less than \$20,000	4.5%		
Less than \$25,000		3.5%	3%
\$20,000 - \$24,999.99	5.5%		
\$25,000 - \$29,999.99	7.5%	4.5%	4%
\$30,000 - \$34,999.99	10%	6%	5%
\$35,000 - \$39,999.99	11%	7%	6%
\$40,000 - \$44,999.99	12%	8%	7%
\$45,000 - \$49,999.99	14%	10%	9%
\$50,000 - \$54,999.99	20%	15%	12%
\$55,000 - \$59,999.99	23%	17%	14%
\$60,000 - \$64,999.99	27%	21%	17%
\$65,000 - \$69,999.99	29%	23%	19%
\$70,000 - \$74,999.99	32%	26%	22%
\$75,000 - \$79,999.99	33%	27%	23%
\$80,000 - \$84,999.99		28%	24%
\$80,000 - \$94,999.99	34%		
\$85,000 - \$89,999.99			26%
\$85,000 - \$99,999.99		30%	
\$90,000 - \$94,999.99			28%
\$95,000 and over	35%		
\$95,000 - \$99,999.99			29%
\$100,000 and over		35%	
\$100,000 - \$109,999.99			32%
\$110,000 and over			35%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits.

**RESOLUTION OF THE BOROUGH OF MADISON AUTHORIZING A
COLLECTIVE BARGAINING AGREEMENT WITH THE FIREFIGHTERS
MUTUAL BENEVOLENT ASSOCIATION 911 TELE-COMMUNICATIONS
LOCAL NO. 474**

WHEREAS, the Borough of Madison ("Borough") commenced collective negotiations with the Borough of Madison Firefighters Mutual Benevolent Association 911 Tele-Communications Local No. 474 ("FMBA"); and

WHEREAS, the Borough was able to successfully negotiate a new collective bargaining agreement with the FMBA for the period January 1, 2022 to December 31, 2025; and

WHEREAS, the Mayor and Council have considered the specific terms and conditions contained in the collective bargaining agreement for the above noted bargaining unit.

NOW THEREFORE BE IT RESOLVED as follows:

1. The Mayor and Council approve the attached Collective Bargaining Agreement for the above-bargaining unit and the terms and conditions specifically set forth in the agreement; and
2. The Mayor and Council hereby authorize the Borough Administrator, Mayor and Borough Clerk to execute the collective bargaining agreement; and
4. The Mayor and Council authorize the Borough Administrator and CFO to effectuate the collective bargaining agreement.

ADOPTED AND APPROVED
October 24, 2022



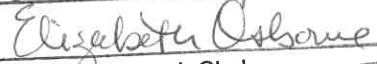
ROBERT H. CONLEY, Mayor

Attest:



ELIZABETH OSBORNE, Borough Clerk

I, Elizabeth Osborne, Clerk of the Borough of Madison, hereby certify the foregoing to be a true and exact copy of a resolution adopted by the Council at a duly convened meeting

held October 24, 2022


Elizabeth Osborne, Borough Clerk