AGREEMENT

Between

THE TOWNSHIP OF WARREN, SOMERSET COUNTY, NEW JERSEY

and

FMBA (NAGE LOC R-2-343/SEIU LOC 5000)

EFFECTIVE: January 1, 2024 through December 31, 2027

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PREAMBLE

THIS AGREEMENT, entered into this _____ day of May, 2024, between the TOWNSHIP OF WARREN, a municipal corporation of the State of New Jersey, hereafter referred to as the "Township" or "Employer", and the FMBA (NAGE LOC R-2-343/SEIU LOC 5000), hereafter referred to as the "Union", represents the complete and final understanding on all negotiable issues between the Township and the Union relative to those employees represented by the Union.

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve harmonious relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law so that more efficient, productive and progressive public service may be rendered; and

WHEREAS, the Township has an obligation pursuant to N.J.S.A. 34:1-1, et seq., as amended, to negotiate with the Union as the representative of the employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties hereto have carried on collective negotiations for the purpose of developing and concluding a general contract;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree with each other with respect to employees of the employer recognized as being represented by the Union as follows:

ARTICLE I

RECOGNITION

Section 1: Pursuant to N.J.S.A. 34:13A-5.3, the Township recognizes the Union as the sole and exclusive collective negotiating agent with regard to rates of pay, hours of work and other conditions of employment for all regularly employed dispatcher employees employed by the Employer, but excluding all other employees such as managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, police, professional employees, casual employees, and all other employees. It is understood and agreed that the Employer has the sole and exclusive authority to establish new positions and classifications and set rates of pay for same.

Section 2: This Agreement shall be binding upon the parties and their successors.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1: It is understood and agreed that the Township possesses the sole and exclusive right to conduct its business, to manage and direct the affairs of its departments, to fulfill its lawful obligations and that all management rights repose in it.

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the

signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

It is further understood that all rights and prerogatives of management are retained by the Township unless otherwise specifically restricted by this Agreement. These rights and prerogatives shall include, but shall not be limited to, the right and prerogative to:

(a) Direct, supervise and otherwise manage the employees, to maximize efficiency and other matters and to take all reasonable steps to improve productivity of the department;

(b) Hire employees not presently employed by the Township for any position within the Township, promote, transfer, assign, re-assign, and relieve employees from duties because of lack of work or for other legitimate reasons and to determine their qualifications and conditions for continued employment or assignment;

(c) Enter outside contracts for any and all services required by the Township.

(d) Suspend, demote, discharge, or take other disciplinary action for good and just cause.

(e) The executive management and administrative control of the Township government and its properties and facilities and the activities of its employees.

(f) To take all other actions which may be necessary to accomplish the mission of the Township.

Section 2: The exercise of the foregoing powers, rights, authorities, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to

the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of Warren Township.

Section 3: Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under Title 40 and Title 40A of the New Jersey Statutes or any other applicable national, state, county or local laws or ordinances.

ARTICLE 3

NO STRIKE PLEDGE

Section 1: The parties recognize that the need for continued and uninterrupted operation of the Employer's departments and agencies is of paramount importance to the citizens of the community and that there shall be no interference with such operations.

Section 2: The Union covenants and agrees that during the term of this Agreement, the Union, its officers, members, agents, principals or any persons acting in its behalf, will not cause, authorize, support or condone or take part in any strike, sympathy strike, slowdown, job action, mass resignation, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

The Union, through its officers, members, agents or principals will actively discourage and will take whatever affirmative steps are necessary to prevent or

terminate any strike, sympathy strike, work stoppage, slowdown, walkout, mass resignation, mass absenteeism, or other job action against the Township.

Section 3: The Employer shall have the right to discipline or discharge any or all employees causing or being involved in a strike, slowdown, or any other type of interference with normal work performance.

Section 4: In consideration of the foregoing, the Employer agrees not to lock out any employee covered under the provisions of this Agreement.

ARTICLE 4

DISCRIMINATION

There shall be no discrimination, interference or coercion by the Township or the Union or its members against any employee on account of race, color, creed, age, sex, national origin, political affiliation, disability, sexual orientation or Union affiliation or nonaffiliation.

ARTICLE 5

SENIORITY

Section 1: A newly appointed employee shall be considered probationary and without seniority.

Section 2: Seniority is defined as an employee's length of uninterrupted service with the Township beginning with the employee's date of hire. Upon satisfactory completion of the probationary period, seniority shall accumulate until there is a break in

service, at which time it will end. Part time employment with the Township will not count for seniority calculation purposes.

Section 3: An employee shall be considered to have job classification seniority, within his or her department or office, upon successful completion of the probationary period for that job. Job classification seniority shall accumulate until there is a break in service.

Section 4: A break in continuous service occurs when an employee resigns, is discharged for cause, retires, is laid off beyond the period of recall, or fails to return upon expiration of any leave of absence approved by the Township.

Section 5: In the event of a layoff, recall, transfer or demotion, seniority will prevail within the department or office, provided the most senior employees have the requisite qualifications and abilities to perform the work available, in the sole opinion of the Chief of Police.

Section 6: The Employer shall maintain and post a current seniority list.

ARTICLE 6

PROBATION

All newly hired employees shall be subject to a one hundred eighty (180) calendar day probationary period. The purpose of the probationary period is to enable the Employer to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. The employee will be evaluated after four (4) months and again after 6 (6) months and prior to the

expiration of the probationary period. The Township shall have the absolute right to terminate any employee on probationary status, and such decision to terminate a probationary employee shall not be subject to the grievance procedure herein or otherwise challenged by the Union.

ARTICLE 7

LAYOFF AND RECALL

Whenever the Employer reduces the work force, the following procedure shall apply:

(1) Employees shall be laid off in the order of least seniority, provided the remaining employees are then qualified to perform the work to be done, in the sole opinion of the Chief of Police.

(2) In the case of layoffs, as a result of reduction in the workforce, by the Township, not termination for any other reason, the employees affected shall receive the following payments:

(a) Employee that has worked for the Township for two (2) years and less than five (5) years, the sum equal to one (1) weeks salary.

(b) Employee that has worked for the Township for five (5) years and less than ten (10) years, the sum equal to two (2) weeks salary.

(c) Employee that has worked for the Township for ten (10) years and less than twenty (20) years, the sum equal to four (4) weeks salary.

(d) Employee that has worked for the Township for twenty (20) years or more, the sum equal to five (5) weeks salary.

(3) A laid off employee with more than one year's seniority shall have rehire rights for a period of nine months. If employed for less than one year, the employee shall have the right to rehire for a period of six months from the date of layoff.

(4) If an employee covered by this Agreement is laid off, he or she may exercise his or her seniority rights to bump the least senior employee, provided such bumping employee possesses the skills and qualifications required to perform the work to be done in the job he or she is to fill, in the sole opinion of the Chief of Police.

(5) The Employer will re-hire laid off employees in the order of greatest seniority, provided the senior employee is qualified to perform the work available to be done, in the sole opinion of the Chief of Police.

(6) Notice of recall shall be mailed to the last known address of the employee on layoff, and said employee shall notify the Employer within two (2) weeks from the date of the postmark of the notice of recall that said employee intends to return to work for the Township, and said employee must actually return to work within two (2) weeks from the date of the notice of recall. It will be the responsibility of the employee to keep the Township advised in writing of his or her current mailing address, and failure to respond to the recall notice or to report for work within the time limits set forth above shall result in loss of recall and seniority rights unless such time limits are extended for good cause by the Employer.

ARTICLE 8

WORK WEEK/PAY PERIOD

Section 1: This Article shall not be construed as a guaranty of hours of work per day per week or yearly, but is intended to set forth the normal working hours of employees covered under this Agreement.

Section 2: Dispatchers shall work in accordance with the schedule established by the Chief of Police. During an emergency, the officer in charge may vary the work hours as necessity dictates.

It is understood that all Dispatchers will consider their position in the Police Department as their primary job. Any and all outside employment will not interfere in any manner with a Dispatcher's job efficiency/attendance or it will constitute a conflict of interest. Procedures for obtaining approval for outside employment are set forth in the personnel policy and must be followed.

Dispatchers shall be granted the right to exchange tours of duty with the approval of the Chief of Police.

ARTICLE 9

OVERTIME/CALL BACK

Section 1: All work performed in excess of forty (40) hours of work during the regular work week shall be considered overtime and shall be paid for at the rate set forth hereinafter.

Section 2: CALCULATION OF OVERTIME

(a) Employees other than executive, administrative or professional employees as defined by 29 CFR part 541 and as provided in Section 13(a)1 of The Fair Labor Standards Act, who are required to work overtime, shall be compensated at a rate of one and one-half (1-1/2) times the employee's regular hourly rate, which shall be paid for work performed over forty (40) hours in a work week, provided the employee has worked or been paid for forty (40) hours of work in the work week in question. If an employee has not worked forty (40) hours in the work week, time and one-half (1-1/2) shall not begin until such hours have been worked or paid. If an employee works over 35 hours in one week and less than 41 hours, employee will be paid at his or her straight time rate. For the sole purpose of calculating the employee(s) regular hourly rate in order to calculate overtime, straight time is calculated based upon 2080 hours of work per year.

(b) Overtime calculations shall be based upon a week of Sunday 12:01 a.m. to Saturday at 12:00 midnight, which may or may not align with the pay period.

(c) The Chief of Police, with the consent of the Township Administrator, may approve up to 48 hours of compensation time (calculated at one and one-half times the dispatcher's base salary hourly rate) annually (this is not a revolving number) for full time dispatchers so

long as the use compensation time does not create a requirement for overtime use in the Police Department.

Pursuant to the Federal Fair Labor Standards Act and the Code of Federal Regulations, overtime shall only be paid to an employee for actual work performed in excess of a 40-hour work week. In order to qualify for overtime, the employee must actually work in excess of 40 hours during a given week. "Work performed" shall not include vacation, holiday or sick time where no work is performed for business travel purposes. In the event an employee's work week is in excess of 40 hours and the employee has taken any vacation, sick time, holiday or business travel time within the work week which is in excess of 40 hours, the time in excess of 40 hours shall be paid at the employee's regular rate.

ARTICLE 10

RULES AND REGULATIONS/PERSONNEL POLICY

Section 1: The present rules and regulations which address the operation of the various departments and agencies of the Township will remain in effect subject to change by the Township in the future. The Township may establish and enforce reasonable and just rules and regulations in connection with the operation of its departments and the maintenance of discipline.

Section 2: Employees covered under this Agreement shall comply with all rules and regulations of the Township and the Police Department and shall promptly and efficiently execute the instructions and orders of the Township Administrator or Chief of

Police or his or her designee and their immediate supervisor. If an employee refuses to comply with a rule or regulation, is guilty of insubordination to a superior, refuses to execute promptly and efficiently an instruction or order of his or her supervisor, or acts improperly, dishonestly, immorally, illegally, or in a way detrimental to the Township of Warren, the Township may discipline the offending employee, which discipline may include suspension or discharge, or any other lawful action.

Section 3: The Employer agrees to advise the Union of any change in work rules or regulations.

Section 4: The Personnel Policy of the Township of Warren, revised in effect during the term of this contract including all amendments shall be applicable to all employees unless the same is in conflict with the specific terms of this Agreement, in which case this Agreement shall take precedence.

ARTICLE 11

DISCIPLINE AND DISCHARGE

Section 1: The parties agree that nothing contained in this Agreement shall in any way prohibit the Employer from discharging or otherwise disciplining any employee covered hereunder, regardless of seniority or any other provision hereof. Notice of discharge or suspension shall be served upon employee involved and the Union. All disciplinary actions shall follow the procedure outlined in the Personnel Policy of the Township of Warren as periodically amended.

Section 2: If an employee feels that he or she has been disciplined, discharged or suspended unjustly, said employee, through the Union, shall have the right to file a

grievance, which must be in writing, with the Employer within five (5) working days from the time of discipline, discharge or suspension. Said grievance shall be initiated at the second step of the grievance procedure as herein provided. If no grievance is filed within the time period specified, then said discipline, discharge or suspension shall be deemed to be final and binding upon the employee involved, the Union and the Township.

Section 3: If an employee is to be questioned by a superior relative to a matter which employee reasonably believes may lead to being disciplined, the employee shall have the right to have a shop steward present.

ARTICLE 12

SICK LEAVE

Section 1: Sick leave means paid leave that may be granted to each Township employee who through bona fide sickness or injury becomes incapacitated to a degree that makes it impossible for the employee to perform the duties of his or her position, or who is quarantined by a physician because he or she has been exposed to a contagious disease, who needs time off for a diagnosis care or treatment of a mental or physical illness or injury or for any reasons set forth in N.J.A.C. 12:69-3.5(a).

It may also be used:

To care for a family member during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or your family member needs preventive medical care; or

You or a family member have been the victim of domestic violence or sexual violence and need time for treatment, counseling, or to prepare for or attend legal proceedings; or to attend school-related conferences, meetings, or events regarding your child's education; or to attend a school-related meeting regarding your child's health; or the Township closes business to the general public due to a public health emergency or you need to care for a child whose school or child care provider closed due to a public health emergency.

Section 2: A certificate from a physician designated by the Township or the employee's own physician may, at the Township Administrator's, or his or her designees, discretion, be required as sufficient proof of the need for the employee's sick leave for more than three (3) days and/or to verify that the employee is physically fit and able to resume his or her duties. The cost of the certificate shall be the employee's obligation.

Section 3: In cases of sick leave due to a contagious disease or exposure to same; a certificate from the Township Department of Health may be required, at the discretion of the Township Administrator or his or her designee, before the employee is permitted to return to work.

Section 4: Full time employees shall accumulate sick leave on the following basis:

YEARS OF CONTINUOUS EMPLOYMENT	SICK/INJURY LEAVE/BASED ON AN 8-HOUR DAY
0 to 1 complete year	1 day per 2 months
1 to 5 complete years	9 days (72 hours)
5 years	15 days

Section 5: Sick leave can be accumulated to a maximum of one hundred and twenty (120) days (8-hour days) during each employee's length of service. After that, each dispatcher who has more than the maximum will be paid those days at the end of each calendar year one day for every two days accumulated.

Section 6: An employee must call the Police Desk at least 3 hours prior to the start of their shift if he or she is sick, injured, or for another reason unable to report for work on that day. The above call must be made on each consecutive sick or other missed work day also.

Section 7: Any and all temporary workers compensation payments and/or disability payments provided through Township funded insurance paid to an employee while the employee is on sick leave shall be turned over to the Township by the employee.

Section 8: In order to reduce the amount of working time lost due to sick leave, the Township offers a sick leave bonus plan which shall consist of the following benefits:

(a) If an employee covered by this Agreement loses no time from work due to sickness for four (4) consecutive months, he or she shall receive one (1) day off at his or her regular straight time rate, to be taken within the next six (6) consecutive months. The Chief shall approve the sick leave bonus in such a way to minimize overtime.

(b) The Township reserves the right, at any calendar years end, to modify or eliminate this a sick leave bonus plan unilaterally, and the exercise of this unilateral right to modify or terminate the a sick leave bonus

plan shall not constitute a re-opening of this Agreement, nor shall it require the Township to negotiate or reach agreement with the Union concerning exercise of this unilateral right of modification or termination.

(c) In order to be eligible for a sick bonus day, the employee must have sick time available. If the employee has suffered a major illness but thereafter meets the requirements for a sick bonus day as stated in 8(a) above, they will be eligible for the sick bonus day. The parties agree that a major illness is an illness lasting at least 30 working days.

(d) In the event an employee has used all paid leave and all FMLA leave and still requires additional sick leave, other employees who have at least 120 sick days accumulated, may donate sick leave days to the employee suffering from a long-term illness. The time donated will be deducted from the donating employee's leave allotment.

Section 9: Any employee who, for reason of illness or injury, will be absent for more than three (3) consecutive shifts shall contact the Chief of Police or his designee of the employee's condition and prognosis for returning to work.

Section 10: Upon termination, by either party, of an employee's employment with the Township, an employee shall reimburse the Township when the amount of sick leave taken within the calendar year, including the year's eligible amount and accumulated sick leave, is in excess of the amount due to the employee. This reimbursement shall be deducted from the employee's final paycheck.

The reimbursement shall be in accordance with the following formula:

Number of days allowed times (x) number of months worked during the year, divided by 12, times (x) the employee's rate.

Section 11: The Township reserves the right to have any dispatcher reported or reporting as sick or injured to be examined by a physician designated by the Township. The Township will pay for the examination and all related expenses if it requires a dispatcher to submit to this examination.

The Township may require a dispatcher to furnish the Township with a physician's statement that the dispatcher is physically fit and able to resume his or her duties, and the Township shall also have the right to have such dispatcher examined by a physician of its own choice to determine whether or not such dispatcher is able to resume his or her duties or employment.

If an employee misses work for more than seven (7) days in any calendar year, the employee will be required to provide the Chief of Police or Township Administrator or his/her designee, a physician's statement as to the medical reason for such absence and the employee shall receive a credit as an excused sick day for which the doctor's note is provided.

ARTICLE 13

HOLIDAY PAY

Section 1: The Township will designate fourteen (14) paid holidays (which will include a day off for employee's birthday.

Section 2: Holiday pay, including overtime on holiday pay, will be included in base pay beginning January 1, 2011. Holiday pay and overtime on holiday pay is to be calculated by way of example as follows:

Base Salary = $50,000

Gross Pay **$50,000 ÷ 2,080** **=** **24.04/HR (O.T.) based on** this hourly rate

24.04
x 112 (holiday hours – 14 eight hours/days)
$2,692.48

Dispatchers are not entitled to take any holidays off from work unless a holiday happens to fall on the dispatcher's normally scheduled day off.

ARTICLE 14

VACATION

Section 1: The vacation leave set forth below shall only be applicable to full time employees and shall be computed according to the following schedule:

YEARS OF CONTINUOUS EMPLOYMENT	VACATION DAYS (8 Hour Days)
0 to 1 year	1 day for each two months of service
1 complete year to 5 complete years	12 days (96 hours)
After 5 years to 10 complete years	17 days (136 hours)
After 10 years to 15 complete years	22 days (176 hours)
After 15 years to 20 complete years	24 days (192 hours)
After 21 years to 25 complete years	26 days (208 hour)
After 26 years to 30 complete years	28 days (224 hours)
After 31 complete years	30 days (240 hours)

Section 2: Vacation leave cannot be taken for less than a half day period without the approval of the Chief of Police or his or her designee, which shall not be unreasonably withheld. All vacations must be taken within the vacation calendar year which shall run from January 1st to December 31st, and shall not be allowed to accumulate.

Section 3: Vacations are credited in advance in expectation of continued employment, and vacation entitlement shall be pro-rated from January 1st to the date

of separation in the calendar year if employment is terminated. Reimbursement must be made in cases where the amount of employment does not equal the amount of vacation taken within the calendar year. This reimbursement will be deducted from the employee's final pay check. Any earned vacation which is not taken shall be paid upon separation in accordance with the pro-rated schedule set forth above.

Section 4: An employee shall receive increased vacation in accordance with the next higher applicable level commencing in that calendar year that the employee's employment anniversary falls.

Section 5: Vacation scheduling shall be determined by the Chief of Police or his or her designee, taking into consideration the efficient operation of the Township.

Section 6: Probationary employees will not be permitted to utilize vacation during the first six (6) months of their employment.

ARTICLE 15

WAGES

Section 1: The parties recognize the need for continued high quality service to the community and they agree to cooperate with each other to provide this service. For the year 2024 only, there is a one time increase for each dispatcher of $6,500.00. The annual salary is the base wage for the succeeding calendar years covered by this contract. The salary increase for each year of the contract after 2023 is 4.0% in 2025; 4.0% in 2026; 4.0% in 2027.

In the event a position becomes vacant for any reason. It shall be the Township's sole choice as to whether the position will be terminated, modified or if any other action relative to the same will be taken.

Section 2: The following salary guide shall be used for any dispatcher hired after May 1, 2016. Each step will be maintained for one year using the date of hire as the anniversary date. Each step must be authorized by the Township Administrator upon recommendation of the Chief of Police. Existing dispatchers are not placed on the guide.

Step 1 is hire to one year,	$50,000
Step 2 is 1 to 2 years,	$52,200
Step 3 is 2 to 3 years	$54,400
Step 4 is 3 to 4 years	$56,600
Step 5 is 4 to 5 years	$58,800
Step 6 is 5 to 6 years	$61,000

Section 3: All dispatchers hired on or after May 17, 1999, upon commencement of twenty-five (25) years of service shall be entitled to an additional $1,500.00, as a Senior Dispatcher Differential which shall be included in total compensation and used to calculate overtime rate.

ARTICLE 16

FEDERAL FAMILY AND MEDICAL LEAVE

Federal Family and Medical Leave Act and New Jersey Family Leave Act shall be applicable to all full time employees.

ARTICLE 17

JURY DUTY LEAVE

All full time employees covered by this Agreement who are required to serve on a jury, shall be granted a leave of absence with pay to serve on said jury. During the time that he or she is serving on said jury, the employee shall receive his or her full pay from the Township, less jury pay. If an employee is excused from jury duty by or before 11:00 a.m., he or she shall report to work for the remainder of the work day. An employee receiving a summons for jury duty will provide a copy thereof to the Chief of Police at least seven (7) days prior to the date of Jury Duty.

ARTICLE 18

BEREAVEMENT LEAVE

Section 1: All full time employees covered by this Agreement shall be entitled to leave without loss of pay for all time lost from work up to a maximum of three (3) days when a death occurs in the immediate family of the employee. The term "immediate family" is defined to mean husband, wife, child or parent. Upon the death of a brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, of a full time employee covered hereunder, the leave shall be three (3) days. Upon the death of a friend, the employee shall have one day of leave. The Chief of Police or his or her designee may grant an increase in the above bereavement periods if he deems, in his sole opinion, that circumstances justify such increase up to five (5) days leave. Each case shall be considered on a case by case basis and shall not be considered as a precedent.

Section 2: Full time employees covered by this Agreement shall also be entitled to one (1) workday leave without loss of pay, if needed, to attend the funeral of aunts or uncles. The Chief of Police or his or her designee may grant an increase in this bereavement period if he or she deems in their sole opinion that circumstances justify such an increase up to 3 days leave. Each case shall be considered on a case by case basis and shall not be considered as a precedent.

Section 3: Proof of death of relative shall be provided by the employee requesting leave under this Article, if requested by the Chief of Police.

ARTICLE 19

MILITARY LEAVE

Any full time employee covered by this Agreement who is a member of the United States Reserves, or State National Guard, and is required to engage in annual active duty training, shall be granted a leave of absence in accordance with applicable State Law. The said period shall be without pay, but shall not be charged as vacation to the employee.

ARTICLE 20

HEALTH BENEFITS

Section 1: The Township agrees to continue to provide medical and surgical insurance for full time employees covered hereunder which includes hospitalization and Major Medical, offered through the State Health Benefits Plan as of April 1, 2008, or the equivalent coverage. The employees agree to make contributions to their health insurance in accordance with Chapter 78 at the Tier 4 level.

The Township may substitute other insurance carriers or plans as long as the insurance coverage provided are substantially equal to or better than those provided through State Health Benefits. In the event any employee utilizes an HMO Plan and the same is more expensive than the standard State Health Benefits Plan offered by the Township, the employee shall reimburse the Township the amount the HMO Plan exceeds the cost of the standard State Health Benefits Plan and the Tier 4 contribution, as per the direction of the Township Administrator. The contribution defined in Section 2 will be reinstated only in the event Chapter 78 is expressly rescinded. Until such time, they will make contributions in accord with Section 1 of this Article.

(b) Employees are eligible for health insurance coverage under Direct 15. If an employee chooses a more expensive plan then Direct 15, the employee will pay the difference between the cost of Direct 15 and more the expensive plan in addition to the Chapter 78 Tier 4 Contribution, which shall be deducted twice per month.

Section 3: The Township shall continue to provide a dental plan for full time employees covered under this Agreement. Dependent dental coverage may be selected by the employee. The cost of dependent coverage will be paid 50% by the employee and 50% by the Township. Employee shall have the option to obtain orthodontics coverage at his or her sole cost. Each employee shall pay $15.00 per month for single dental coverage.

ARTICLE 21

UNION RIGHTS

Section 1: The Township recognizes, and shall deal with, the accredited Union Steward in all matters relating to grievances and interpretation of this Agreement. The Union shall advise the Township Administrator of the name of the said Steward within five (5) days of his or her election. The number of stewards shall be limited to one. There shall be one delegate who may attend two FMBA conventions per year. The conventions are held in September and February. The delegate or designee shall attend meetings or events at the discretion of the Chief of Police, or his or her designee.

Section 2: With the consent of the Township Administrator, the Union Steward shall be granted a reasonable amount of time during regular working hours, without loss of pay, to present, discuss and adjust grievances and contract interpretation with the Township, it being understood that grievances shall normally be handled during non-work time except in cases of emergency. No Union representative, or member, shall leave his or her work station without first obtaining the permission of the Chief of Police or his or her designee. All Union related functions of Union Steward other than grievances and Agreement interpretation, if required by an emergent situation, shall be conducted outside of Township work hours.

Section 3: The Township agrees to make deductions of monthly union membership dues each payroll period from the pay of an employee who has signed a dues deduction authorization card. Such deductions shall begin as soon as possible after receipt of the authorization card in accordance with the Township's normal payroll procedures.

(1) The amount of dues to be deducted will be certified to the Township by the Secretary-Treasurer of the Union. The amount of dues shall be changed as

may be certified to the Township by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made.

(2) In accordance with P.L. 1979, Ch. 477 as it relates to the Agency Shop provisions, a representation fee of eighty-five (85%) percent shall be deducted from all non-union members. The Union agrees to implement a demand and return system set forth in the statute, and in addition, the Union shall indemnify and hold the Township harmless against any and all claims, demands, suits and other forms of liability, which may arise from implementation of this Article.

(3) The Township agrees to remit such deductions to the Union prior to the 10th of the month following the month for which said deduction is made together with a list of employees from whose pay such deductions were made. However, the Union recognizes that errors and delays may and will occur and, in using the information furnished, assumes all risks associated therewith. The union shall notify the town of the address to send the dues.

(4) Management agrees to forward to the Union, upon request, a report once a year, containing the following information: employee's name, home address, job title, department and salary.

(5) The Union agrees that it will indemnify and save harmless the Township against any actions, claims, losses or expenses, including reasonable attorney fees and court costs in any matter resulting from any and all actions taken by the Township at the request of the Union under this article. The Township is to have no liability whatsoever as a result of this section.

ARTICLE 22

BULLETIN BOARDS

A bulletin board, or section thereof, for Union information shall be provided by the Township in the police department; union business will not be posted on Township public bulletin boards.

ARTICLE 23

ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

Section 1: An employee shall, within five (5) working days of a written request to the Township Administrator or Chief of Police have an opportunity to review his or her personnel folder in the presence of an appropriate municipal official to examine any criticism, commendation or any evaluation of his or her work performance or conduct prepared by the Township during the term of this Agreement.

Section 2: Each regular written evaluation of work performance shall be reviewed with the employee and evidence of this review shall be the required signature of the employee on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

ARTICLE 24

GRIEVANCE PROCEDURE

Section 1: Definition: Any grievance or dispute which may arise between the parties involving the application, meaning, violation, misapplication or interpretation

of this Agreement, but shall exclude any alleged understanding, practice or other matters outside the terms of this Agreement. All grievances shall be in writing.

Section 2: Procedures:

STEP 1 - Informal - Immediate Supervisor

Within five (5) working days of the time a grievance arises or within five (5) working days of the date when the grievant knew or should have known of its occurrence, the employee will personally (may be accompanied by the Union Steward) present the grievance informally to his or her immediate supervisor. Within five (5) working days after presentation of the grievance, the immediate supervisor will render a written decision or answer to the employee with a copy to the Union Steward.

STEP 2 - Formal - Township Administrator

Within five (5) working days of the written decision or answer of the immediate supervisor, if the grievance is not resolved, the employee shall file a written grievance with the Township Administrator. The said grievance shall include a complete recitation of the situation complained of and a designation of the section of the contract alleged to have been violated and how the same was specifically violated. The Township Administrator will arrange a meeting with the employee and the Union Steward not later than five (5) working days from his receipt of the grievance to attempt to resolve the same. The Township Administrator shall give a written answer to the employee, with a copy to the Union Steward, not later than ten (10) working days after the said meeting.

STEP 3 - Formal - Township Committee

Within ten (10) working days of the written answer of the Township Administrator, if the grievance is not resolved, the grievance shall be forwarded to the Township Committee. The Township Committee will arrange a meeting at a mutually agreeable time which shall not be later than ten (10) working days after receipt of the grievance. The aggrieved party, the Union Steward, and Union Representative shall be entitled to be present at the meeting. The Township Committee shall give a written answer to the grievance within ten (10) working days following the meeting, or within such additional period of time that may be mutually agreed upon. The decision of the Township Committee shall be final and non-appealable.

Section 3: A group grievance, one that may affect a group of employees, may be presented by the Union at Step 2.

Any grievance not processed to the next step in the Grievance Procedure within the time limits provided for such proceeding shall be deemed to have been abandoned by the moving party. If the Employer does not respond to a grievance within the time periods set forth in the grievance procedure, the Union may advance the grievance to the next step.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance and any affect thereof have been fully determined.

ARTICLE 25

CLOTHING ALLOWANCE

The Township will purchase up to $600 per year in purchase orders for uniforms upon request of the Chief of Police. Requests for uniform purchase shall follow regular Township procedure.

ARTICLE 26

FULLY BARGAINED FOR PROVISION

The parties agree that they have fully negotiated and agreed upon all terms and conditions of employment and that 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.

ARTICLE 27

SAVINGS CLAUSE

The Township and the Union recognize and agree that all provisions of this Agreement are subject to law. In the event that any provision of the Agreement is rendered illegal or invalid under any applicable law or State or Federal regulations, such illegality or invalidity shall affect only the particular provision which shall be deemed void and inoperative, but all other provisions of this Agreement shall continue in effect.

ARTICLE 28

TERMINATION

This Agreement shall be effective as of January 1, 2024 and shall remain in full force and effect until December 31, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice

is given, negotiations shall begin not later than thirty (30) days after the giving of said notice.

ARTICLE 29

PROCEDURE FOR COLLECTIVE NEGOTIATIONS

Section 1: Collective negotiations, with respect to appropriately negotiable matters, shall be conducted by the duly authorized representatives of each of the parties.

Section 2: Collective negotiating meetings shall be held at times and places mutually convenient at the request of either party.

Section 3: Employees who may be designated by the Union to participate in collective negotiating meetings called for the purpose of the negotiation of an Agreement will be excused from their work assignments without loss of regular straight time pay, provided, however, that not more than two (2) such employees shall be so designated at any one time. A member of the negotiating team that is attending a negotiation session during a non-work period will not be compensated.

IN WITNESS WHEREOF, the parties have entered into this Agreement and cause same to be executed by its respective officers or agents on the _____day of May, 2024.

ATTEST:

TOWNSHIP OF WARREN,
SOMERSET COUNTY, NEW JERSEY

Cathy Reese, RMC,
Township Clerk

BY: _____
Vic Sordillo, Mayor

WITNESS:

_____

FMBA (NAGE LOC R-2-343/SEIU LOC 5000)

BY: _____
Michael Kull

_____

_____