

**BOROUGH OF WATCHUNG
RESOLUTION: R10**

**RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT
WITH THE FMBA LOCAL 432.**

WHEREAS, the Borough of Watchung and the FMBA Local 432 entered into a collective bargaining agreement, for the period of January 1, 2013, through December 31, 2015, to govern the terms and conditions of employment of dispatchers employed by the Borough; and

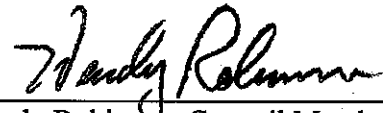
WHEREAS, the Borough and the FMBA Local 432 entered into subsequent agreements modifying the terms of the original agreement for the period of January 1, 2016, through December 31, 2019; and

WHEREAS, the Borough and the FMBA Local 432 have been in negotiations for the extension of the collective bargaining agreement for the period of January 1, 2020, through December 31, 2023, which has been memorialized in a Memorandum of Agreement; and

WHEREAS, the Council of the Borough of Watchung has determined that it is in the best interest of the Borough to authorize and approve the terms of the Memorandum of Agreement to extend the agreement with the FMBA Local 432.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Watchung that it hereby authorizes and approves the Memorandum of Agreement with the FMBA Local 432 for the period of January 1, 2020, through December 31, 2023, as memorialized in the attached Memorandum of Agreement.

BE IT FURTHER RESOLVED by the Council of the Borough of Watchung that it hereby authorizes the Mayor, Borough Administrator, Borough Attorney, and other appropriate Borough officials to effectuate the authorizations in this Resolution, including the execution of the Memorandum of Agreement, in substantially the form attached to this Resolution.



Wendy Robinson, Council Member



Keith S. Balla, Mayor

ADOPTED: FEBRUARY 17, 2022
INDEX: PERSONNEL, POLICE
C: B. HANCE, A. HART, E. HORSFALL

**MEMORANDUM OF AGREEMENT BETWEEN
THE BOROUGH OF WATCHUNG
AND
FMBA LOCAL 432**

THE BOROUGH AND THE FMBA AGREED AT THE OUTSET THAT THE PARTIES RESPECTIVE PROPOSALS AND COUNTERPROPOSALS ARE MADE WITHOUT PREDJUDICE AND THE PARTIES ARE FREE TO AMEND, MODIFY, ADD TO, AND SUBTRACT FROM THESE PROPOSALS DEPENDING ON THE PROGRESS OF NEGOTIATIONS AND THAT ANY AGREEMENTS BETWEEN THE FMBA AND THE BOROUGH ARE TENTATIVE AND BECOME BINDING ONLY UPON RATIFICATION BY THE FMBA MEMBERSHIP AND THE BOROUGH COUNCIL

Representatives of the Borough of Watchung and FMBA Local 432 have met on multiple occasions between January 2020 and the present to negotiate the terms of a successor CBA. The present CBA expired on December 31, 2019. The following modifications incorporate terms that have been tentatively agreed to:

1. GENERAL

- A. Where applicable, all dates shall be conformed to the agreed-upon duration.
- B. Provided the FMBA has already ratified, all negotiated wage increases shall be reflected in employees' paychecks no later than the next pay period following 30 days after ratification of the Agreement by the Borough. All retroactive monies due, if applicable, shall be paid within 60 days of ratification by the Borough.

2. ARTICLE VI - VACATION LEAVE — Except in emergencies, approved vacation requests may not be rescinded within two weeks of the vacation day or first day of the vacation block.

- 3. (4, a) Employees must attempt to schedule all vacation hours within the calendar year in which they are accrued. All vacation hours scheduled must be mutually agreed upon by the employee and the Department. If the employee cannot schedule rescinded or unused vacation hours due to conflicts not created by the employee, then the vacation time remaining may be carried over to the following year, with the approval of the Chief of Police and the Borough Administrator.

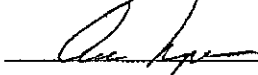
- 4. Time off without any loss of regular pay to any employees designated by the Association to attend any State or National Convention of the of the Association, provided 72 hours' written notice is given to the Chief of Police. No more than (2) local representatives consisting of either the President, a delegate, or another Dispatcher

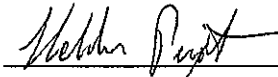
designated by the President. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for travel to and from the convention, provided that such leave shall be for no more than seven days. A certificate of attendance will be provided to the Borough upon request.

5. ARTICLE 3 - GRIEVANCE PROCEDURE- Section D. (Step One) Change three (3) to five (5) and Step Two, Change three (3) to five (5). Step Three shall be added to allow the Association to file a grievance with PERC for violations of the written terms of the contract only.
6. NEW ARTICLE- RETIREMENT- Payment for unused vacation and compensatory time shall be made promptly if funds are available, but no later than one month after the final adoption of the budget of the Borough for the year succeeding the effective date of retirement of the employee. Payment shall only be made if the employee retires in good standing.
7. Salary increases shall be as follows:
 - 1.6% effective 1/1/20
 - 2.25% effective 4/1/21
 - 2.25% effective 1/1/22
 - 2.25% effective 1/1/23These raises shall be incorporated into a mutually acceptable salary guide. All raises shall be retroactive to the respective effective dates set forth above.
8. An additional 15 minutes of "break" time shall be allowed in each 12-hour work shift for a total of 45 minutes of break time in each 12-hour shift. Break time may only be taken during mutually agreed times between the Shift Supervisor and the Dispatcher. This time is to be used in order to provide the Dispatcher adequate time for a meal break and/or a break from his/her assigned duty. Time necessary for personal relief or maintaining personal hygiene shall not be counted as break time. Breaks may be off-site if manpower permits and break times shall only be denied in times of active emergencies, and when the absence of a dispatcher may compromise the department's effectiveness to fulfill its duties to the Borough and residents. Break times shall not interfere with the Dispatcher's duties.
9. As per past practice, employees hired after 5/21/10 shall be allowed to accumulate unused sick time from year to year; however, such employees shall not be entitled to compensation for unused sick time upon separation from service. For employees hired on or before 5/21/10, payment for unused sick leave shall be as follows:
 - A. After a minimum of five (5) years of service with the Borough, an employee, upon separation from service with the Borough in good standing and for reasons other than misconduct, will receive pay based upon unused accumulated sick time, up to a maximum of one hundred and twenty (120) days of such credit. Payment shall be made upon PERS retirement at 50% of the employee's then current rate of pay and for any other separation, 25% of the employee's then current rate of pay.

10. ARTICLE 5- OVERTIME- Section D; Two (2) hour minimum shall be changed to a three (3) hour minimum.
11. All previously agreed upon provisions that are contained in fully ratified MOUs shall be incorporated into the new CBA.
12. ARTICLE 14-JURY DUTY- Remove the reference to 15 days and insert the language in the Policy Manual (page 97).
13. New employees shall receive uniforms, as approved by the Chief of Police, in the following quantities: 4 shirts, 4 pants, 1 belt. Approved footwear shall also be provided, or reimbursed, up to \$100.00.
14. ARTICLE 16- Add new section "B" Probationary employees shall receive a satisfactory evaluation and recommendation from the Chief of Police to be thereafter deemed "non-probationary."

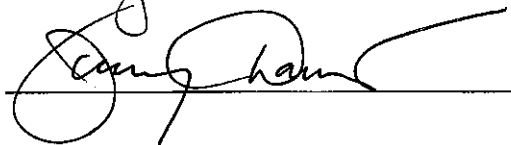
For the Association:





For the Borough:





Dispatcher Steps

	<u>2019</u>	<u>1/1/2020</u>	<u>1-Apr-21</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
Step 1	40591	41240	42168	43117	44087
Step 2	43087	43776	44761	45768	46798
Step 3	45583	46312	47354	48420	49509
Step 4	49326	50115	51243	52396	53575
Step 5	53070	53919	55132	56373	57641
Step 6	56823	57732	59031	60359	61717
Step 7	59823	60780	62148	63546	64976