



One Bergen County Plaza, Room 396, Hackensack, NJ 07601 Phone: 201.336.6274 Fax: 201.336.6273

Mahwah White Collar Memorandum of Agreement
1/1/2022 - 12/31/2026

WHEREAS, the Township of Mahwah and UPSEU are parties to a Collective Bargaining Agreement (CBA) expiring on December 31, 2021; and

WHEREAS, the parties have bargained in good faith and have agreed to modify the following sections of the CBA; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and set forth in this Memorandum of Agreement below, the Township and Union agree as follows:

Article II – Term

- o January 1, 2022 – December 31st, 2026

Article VII – Hours of Work

- o The employer shall consider Flextime time and/or remote work, on a case by case basis, as set forth in "Schedule D".

Article VIII - Wage Increase

- o See the attached revised Salary Guide (Schedule A)
- o Those employees that are at Top of Guide or Off Guide shall receive a 2.35% increase each January 1st.
- o Quinquennial incentive: Effective 1/1/2022, at the completion of each fifth year of service after the effective date, the employee would receive a one-time bonus of \$2,000 on that quinquennial anniversary based on their years of service. (e.g. 5th, 10th, 15th, 20th, 25th, etc.). There shall be no retroactive payments.

Article XI – Vacation Leave

Vacation time will be earned based on the employee's normal workday hours. Annual carry over shall remain as per current Article XI.

Article XII – Holidays

- Holiday hours shall be paid based on the employee's normal workday hours.



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- o Employee's birthday will be added to the list of Holidays

Article XIII – Sick leave

Sick time will be earned based on the employee's normal workday hours. Annual carry over shall remain as per current Article XIII.

Article XV – Health Benefits

- Dental

"Management will agree to endeavor to reassess the Dental plan and submit a new plan for Union review no later than June 2022"

- Optical:

- Increase to \$500 annually (\$1000 for 2 years cumulative), effective 1/1/2023
- "Management will agree to endeavor to reassess an additional optical plan and submit a new plan for Union review no later than June 2022"

Article XVI – Personal Leave

Personal Leave time will be earned based on the employee's normal workday hours.
Personal leave will not carry over as per current contract.

Article XXIX – Uniforms and Equipment

- Modify this article to include uniforms approved by department heads for Police Records Secretaries and Construction Inspectors are required. Currently they are a taxable fringe benefit for those employees recommend new line items as follows:
- H. Police Records Secretaries shall continue to receive uniform pants and polo shirts with a patch that identifies them as a Township employee in accordance with current practice.
- I. Inspectors shall continue to receive boots, pants and polo shirts with a patch that identifies them as a Township employee in accordance with current practice.



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- *J. If a Department head deems it necessary for any employee to identify themselves as a township employee by the wearing of any particular article of clothing, the clothing shall be purchased by the Town. Any such clothing shall not be worn by the employee outside of work.*

Article XXXII – Release time

- Change number of Stewards from 2 to 3

Article XXXIX - Dispatchers

- (A5&A6) – Dispatcher's Sunday Overtime rate shall commence effective the start of the overnight shift on Saturday.
- (B#2) Increase night shift differential for Dispatchers as follows:
 - \$1.50 per hour effective 1/1/2022
 - \$2.00 per hour effective 1/1/2024
- If a Dispatcher is required to work through lunch because of staffing requirements, they shall be compensated for that period with either pay or CTO time at the employee's option.



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SCHEDULE A – White Collar Clerical

2022 - 2025

CLASS	A	B	C	D	E	F	G	H	I	J
1	\$37,800.00	\$38,381.25	\$39,283.21	\$40,206.36	\$41,151.21	\$42,118.27	\$43,108.05	\$44,121.09	\$45,157.93	\$46,219.14
2	\$42,500.00	\$43,498.75	\$44,520.97	\$45,567.21	\$46,638.04	\$47,734.04	\$48,855.79	\$50,003.90	\$51,178.99	\$52,381.70
3	\$47,500.00	\$48,616.25	\$49,758.73	\$50,928.06	\$52,124.87	\$53,349.81	\$54,603.53	\$55,886.71	\$57,200.05	\$58,544.25
4	\$55,000.00	\$56,292.50	\$57,615.37	\$58,969.34	\$60,355.11	\$61,773.46	\$63,225.14	\$64,710.93	\$66,231.63	\$67,788.08
5	\$62,500.00	\$63,968.75	\$65,472.02	\$67,010.61	\$68,585.36	\$70,197.11	\$71,846.75	\$73,535.14	\$75,263.22	\$77,031.91
6	\$72,500.00	\$74,203.75	\$75,947.54	\$77,732.31	\$79,559.01	\$81,428.65	\$83,342.22	\$85,300.77	\$87,305.33	\$89,357.01

2026

CLASS	A	B	C	D	E	F	G	H	I	J
1	\$37,887.50	\$38,573.16	\$39,479.63	\$40,407.40	\$41,356.97	\$42,328.86	\$43,323.59	\$44,341.69	\$45,383.72	\$46,450.24
2	\$42,712.50	\$43,716.24	\$44,743.58	\$45,795.05	\$46,871.23	\$47,972.71	\$49,100.07	\$50,253.92	\$51,434.88	\$52,643.60
3	\$47,737.50	\$48,859.33	\$50,007.53	\$51,182.70	\$52,385.50	\$53,616.56	\$54,876.54	\$56,166.14	\$57,486.05	\$58,836.97
4	\$55,275.00	\$56,573.96	\$57,903.45	\$59,264.18	\$60,656.89	\$62,082.33	\$63,541.26	\$65,034.48	\$66,562.79	\$68,127.02
5	\$62,812.50	\$64,288.59	\$65,799.38	\$67,345.66	\$68,928.28	\$70,548.10	\$72,205.98	\$73,902.82	\$75,639.54	\$77,417.06
6	\$72,862.50	\$74,574.77	\$76,327.28	\$78,120.97	\$79,956.81	\$81,835.79	\$83,758.94	\$85,727.27	\$87,741.86	\$89,803.80

- For entry into the guide, current employees shall be placed on the guide at the Step above their current salary regardless of their years of service.
- In no case shall placement result in an increase less than the general wage increase for Off Guide employees.



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Schedule B - Dispatchers

<u>15 year Step Plan</u>	<u>Salary</u>
1	\$ 42,500.00
2	\$ 43,563.00
3	\$ 44,652.00
4	\$ 49,117.00
5	\$ 50,590.00
6	\$ 52,107.00
7	\$ 53,670.00
8	\$ 55,280.00
9	\$ 56,938.00
10	\$ 58,646.00
11	\$ 64,510.00
12	\$ 65,625.00
13	\$ 68,906.00
14	\$ 72,352.00
15	\$ 78,500.00

- For entry into the guide, current employees shall be placed on the guide at the Step above their current salary regardless of their years of service.
- In no case shall placement result in an increase less than the general wage increase for Off Guide employees.
- 2022 placement on the guide shall not waive the right of an employee to discuss or grieve their placement on the guide based on years of service and qualifications at a future date.



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Schedule D – Flex Time/Remote

Flextime is an arrangement that allows an employer to authorize an alteration to the starting and/or end time of an employee's workday. Employees still work the same number of scheduled hours as they would under a traditional schedule. It is also a flexible work option for positions that do not easily support remote work. The following guidelines are to assist in developing employee flextime arrangements that are equitable, clearly understood, and to the mutual benefit of employer and employee.

Flextime is an arrangement that allows an employer to authorize an alteration to the start and end times of an employee's workday around the employee's regular schedule. The Flex Schedule must be consistent from week to week and prearranged through a Flextime agreement. Core hours are required when all employees must be at the worksite. The core period may vary depending upon the requirements of the position and operational needs of the employer.

Flextime arrangement shall be initiated on a trial basis with the approval of the Department Head/Supervisor and the Business Administrator, and may be discontinued upon reasonable prior notice at any time at the request of either the employee or employer. The employer reserves the right to suspend the arrangement with proper notice in case of unanticipated circumstances regarding employee performance or operational needs.

If the employee and employer agree to a flextime arrangement, they must complete the Flexible Work Schedule Form. Agreements shall be time-specific with a date for review and reconsideration. Modifications and/or renewals shall be appropriately documented. The original shall be maintained in the employee's personnel file, with copies for the employee and supervisor/department head.

Working remotely -- Employer, in its sole discretion, and on a case-by-case basis, may authorize certain employees to work remotely. In such instances, the employees so designated shall still be required to adhere to their regular work schedule, or such other schedule as may be assigned to them by the employer, and will account for all hours worked in a manner prescribed by employer. If an employee requires a temporary medical accommodation and/or is experiencing a family care issue, including with childcare, the employer may permit the employee to work remotely exclusively for a proscribed period. This shall be allowed on a case-by-case basis and require the advanced approval of the Department Head/Supervisor and Business Administrator. The employee shall still be required to adhere to the hours proscribed by their direct supervisor and will account for those hours through varied time keeping and/or work logs.



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The terms of this Memorandum constitute the complete changes to the current Collective Bargaining Agreement. All issues presented previously shall be considered withdrawn.

This agreement is subject to ratification of the respective Council and UPSEU membership.

Township of Mahwah

UNITED PUBLIC SERVICE EMPLOYEES UNION

By: [Signature]
Dated: 1-24-22

By: [Signature]
Mark A. McCart, Labor Representative
Dated: 1/20/2022

By: [Signature]
Dated: 1/24/22

UNION COMMITTEE

By: [Signature]
Dated: 1/24/22

By: [Signature]
Dated: 1/24/22

By: [Signature]
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By: _____

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