

AGREEMENT

Between

TOWNSHIP OF MAHWAH

BERGEN COUNTY, NEW JERSEY

and

MAHWAH POLICEMEN'S BENEVOLENT ASSOCIATION

Effective January 1, 2011 through December 31, 2012

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PREAMBLE

This Agreement entered into by the **TOWNSHIP OF MAHWAH**, hereinafter referred to as the "Township", and the **MAHWAH POLICEMEN'S BENEVOLENT ASSOCIATION**, hereinafter referred to as the "PBA", is in accordance with Law, the final understanding on all bargainable issues between the Township and the PBA subject to N.J.S.A. 34:13A-5.3. This Agreement has as its purpose the promotion of harmonious Employee relations between the PBA and the Township, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of salaries, wages, hours of work and other terms and conditions of employment.

ARTICLE I

TERM OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 2011 and shall remain in effect to and including December 31, 2012.

B. This Agreement shall continue in full force and effect unless one party or the other gives notice, in writing, no earlier than July 1, prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

C. In the event of any layoff or demotion, other than for cause, then the parties agree to re-open negotiations.

ARTICLE II

RECOGNITION

A. The Township recognizes the PBA as the exclusive bargaining agency for its Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours or other conditions of employment.

B. For the purposes of this Agreement, an "Employee" or the "Employees" are those Employees in the following titles:

Patrol Officer	Detective
Sergeants	Detective Sergeant
Lieutenants	Detective Lieutenant

C. This Agreement shall be considered gender neutral and any reference to a specific gender shall be intended to indicate "Officer".

ARTICLE III

THE EMPLOYEES' RIGHTS

A. To insure that individual rights of Employees are not violated, the following shall represent the Employee's Bill of Rights:

1. Both parties recognize and incorporate Chapter 303 Public Laws of New Jersey, 1968 and nothing herein shall be construed as a waiver of any rights thereunder.
2. An Employee has the right to negotiations of grievances in accord with present Mahwah Police Department regulations except as modified and/or augmented by this Agreement.
3. An Employee has the right to inspect his personnel file. This right of inspection shall be restricted to two (2) occasions per person, each year, the time for which shall be at the discretion of the Chief of Police.
4. Employees may pursue PBA business in a reasonable manner and in appropriate places in Police Headquarters, as may be designated by the Mayor and the Chief of Police provided that there is no interference with Police and other Township business. All participants therein shall be in an off-duty status.

B. The Township shall give a leave of absence with pay to every person in the service of the municipality who is a duly authorized representative of the New Jersey State Policemen's Benevolent Association to attend any State or National convention of such organization. The PBA Delegate or his designee shall be permitted to attend the regular monthly State PBA meeting without loss of pay if on a scheduled working calendar day when scheduling permits and provided that a request is submitted to the Chief at least one (1) week prior to the meeting date, so appropriate scheduling can be considered. The Police Chief or his designee shall be advised in advance of any such meetings.

ARTICLE IV

MANAGEMENT RIGHTS

A. Except as expressly limited by other provisions of this Agreement, all of the authority, rights and responsibilities possessed by the Township are retained by it.

1. The management and direction of the working force shall remain with the Township and its executive officers as may from time-to-time be determined by the Township, including the right to make reasonable rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of Employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
2. The right of management to make such reasonable rules and regulations as it may from time-to-time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Employees to require compliance of the Employees is recognized.
3. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department.

B. Notwithstanding anything herein to the contrary, the Management, being now, herein and hereinafter known as the Chief of Police, Mayor and/or Township Council, reserve unto themselves all authority with respect to management of the Department and the direction of the working forces, including but not limited to the right to direct, plan and control Department operations, the right to hire, promote, demote, suspend or discharge Employees for cause, or the relieving of Employees because of lack of work or for other legitimate reasons, or to change existing methods or facilities aimed at improving the productivity of the Department and the working forces, and to manage the Department facilities pursuant to N.J.S.A. 34:13A-5.3.

ARTICLE V

SALARIES

The regular salary is to be paid every other Friday according to the rate established in the attached **Appendix A** which is made a part of this Agreement. Additional sums representing other payments, vacation, etc., shall be paid by the Township as they accrue.

The Township may change to twenty-four (24) pay dates per year starting January 2005. These pay dates will be the 15th and 30th (or last day of February) of each month). If the pay date is a Saturday or Sunday payment will be on the preceding Friday. If the pay date is a Friday and falls on a holiday then payment will be the preceding Thursday. If the pay date is a holiday on a Monday, payment will be on the prior Friday.

ARTICLE VI

HOURS OF WORK AND SCHEDULE COMPENSATION DAYS

A. The current twelve (12) hour work schedule system shall remain in effect for the duration of this contract.

B. 1. All Employees covered by this Agreement who work a non-fixed work day schedule, including any midnight shift work, shall receive annual schedule compensation days each year pro-rated to time worked in said status. (See **Appendix B**).

2. An annual schedule compensation day shall be defined as one full shift of work and shall be given as time off taken at the Employee's sole option, subject only to prior Departmental approval at the end of each calendar year. Such annual schedule compensation days to which said Employee was entitled during that year, but which were not utilized, shall be deemed to be earned time and shall accumulate for future use.

3. There shall be five (5) annual scheduled compensation days. Employees who work a non-fixed schedule for less than the entire year shall have a pro-rated number of the five (5) compensation days.

ARTICLE VII

BASE SALARY

A. Base salary shall be the highest salary that any Officer is authorized to receive at the beginning of each calendar year, exclusive of overtime, vacation and other increments. Longevity, holiday fold-in, differential and equipment allowance payments are to be considered as part of base pay. Average earned rate shall be determined from this base salary.

B. All Patrol Officers covered by this Agreement who have completed twenty-three (23) years of police service shall receive a base salary increase of Two Thousand Dollars (\$2,000.00) *per annum* thereafter. Said Two Thousand Dollars (\$2,000.00) base increase shall be used for all computation purposes.

ARTICLE VIII

LONGEVITY

The salaries paid to Employees shall be supplemented by adding thereto the amount of Three Hundred Seventy-Five Dollars (\$375.00) for each year of service. However, no longevity payments shall become due and payable until the Officer has served four (4) years on the Township Police Department. Thereafter, payments shall be calculated so as to include credit for the first four (4) years of service. The period of probation is to be counted when determining longevity.

ARTICLE IX

OVERTIME

A. Overtime shall be paid for all time worked in excess of twelve (12) hours in a day or work on a scheduled day off.

1. Time and one-half. An hourly payment of one and one-half (1½) times the Employee's average earned rate for the period in which the overtime occurs consistent with current standards under the twelve (12) hour work schedule system.

2. Double Time. An hourly overtime premium payment equal to double the Employee's average earned rate for the pay period in which the overtime occurs shall be paid for all time worked:

- a. When an Employee is called to report for duty on his regularly scheduled day off which falls on a holiday, as defined by Article XII, Saturday or Sunday;
- b. In excess of sixteen (16) consecutive hours in his work day.

B. When an Officer has worked overtime during any given week, he shall complete a form to be provided by the Township and submitted to the Chief of Police.

C. All overtime shall be paid not later than the second pay date following the overtime worked and the submission by the Officer of the form as required by paragraph

B of this Article, whichever is later.

ARTICLE X

COURT TIME

A. When an Employee is on duty, he shall be paid for all court time at his regular rate of pay, unless the provisions of **Article IX** apply.

B. When an Employee is off duty, he shall be paid for all court time at a rate of one and one-half (1½) times the Employee's average earned rate.

C. The amount of overtime to which an Employee may be entitled under this Article shall be the actual time required, including waiting time in the Court or Administrative Body, together with any applicable travel time, provided however, that the Employee's entitlement to overtime under this Article shall not be less than two (2) hours of overtime pay at the time and one-half (1½) rate for Mahwah Municipal Court appearances and not less than four (4) hours of overtime pay at the time and one-half (1½) rate for all other Courts, Administrative proceedings and Grand Jury proceedings.

When an Employee covered by this Agreement is scheduled to appear in any court when off duty and said court appearance is cancelled later than 4:00 P.M. on the day preceding the scheduled court appearance, then said Employee shall be paid two (2) hours compensation at the overtime rate unless the entire court is closed due to inclement weather.

ARTICLE XI

VACATIONS

A. The purpose of the **Vacation Article** is to establish a system of vacations with pay for Employees in order to provide periods of rest, recreation and healthful change without loss of pay.

1. Entitlement to vacation is based upon length of time in service.
2. The phrase "year of service" as used in above schedule means twelve (12) months of service.
3. Vacation shall be considered on a calendar year basis.
4. All vacation benefits shall be calculated as of July 1 of any year.
5. Accumulation of vacation leave beyond that earned in a twelve (12) month period shall be permitted only with the consent of the Chief of Police in accord with present policy.

B. Length of Vacation

1. Newly hired Employees who have not completed one (1) full year of employment in the Township as of July 1 of any year, shall be granted one (1) day of vacation for each full month employed, but in no event shall such Employee be granted more than ten (10) working days vacation.
2. Employee's vacation thereafter will be as follows provided that the

Employee's anniversary date falls on or before June 30.

3. New Members - One (1) day per month as of June 30th for a total of six (6) days to the first of the next year.

One through Completed Four (4) Years	Two (2) Weeks
Fifth Completed Years	Three (3) Weeks
Completed Six (6) Years	Three (3) + One Day
Completed Seven (7) Years	Three (3) + Two (2) Days
Completed Eight (8) Years	Three (3) + Three (3) Days
Completed Nine (9) Years	Three (3) + Four (4) Days
Completed Ten (10) Years	Four (4) Weeks
Completed Eleven (11) Years	Four (4) + One Day
Completed Twelve (12) Years	Four (4) + Two (2) Days
Completed Thirteen (13) Years	Four (4) + Three (3) Days
Completed Fourteen (14) Years	Four (4) + Four (4) Days
Completed Fifteen (15) Years	Five (5) Weeks

C. Scheduling

1. It is intended that vacations be taken in accordance with the wishes of the individual Employees insofar as this is possible, consistent with proper departmental operation. When necessary, allotments of vacation time will be subject to rules established by the Chief of Police.

2. Annual vacation periods shall be selected according to seniority within

the individual ranks. In the ranks above Patrolman, when the accrued seniority in rank is equal, the determining factor shall be the length of service in the next preceding rank.

3. Vacation period shall not be scheduled between December 15 and January 2, without the permission of the Chief of Police. Vacation schedules shall be arranged by commanding Officers with regard to requirements in the branches of service under their commands. Vacations shall be completed by December 15 unless extended by the Chief of Police.

4. No Employee shall take more than ten (10) working days vacation at one time unless approved by the Chief of Police.

D. The rate of pay during vacations shall be the same as the rate of pay to which the Officer is entitled during normal working periods.

ARTICLE XII

HOLIDAYS

A. In addition to the salaries paid to the Employees as set forth in **Article V**, the Township shall allow to all full time Employees paid holidays which are those declared by:

1. **The Federal Government**
2. **The State Government**
3. **Such days as shall be declared holidays by the Township.**

B. No additional holiday shall be allowed when such is declared by the Federal or State Governments, or the Township, in lieu of one of those specified in **Section C** below.

C. In any event, the following shall be paid holidays:

New Year's Day	Columbus Day
Martin Luther King's Day	Veteran's Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas
Independence Day	
Labor Day	

D. By virtue of the nature of Police employment, the Chief of Police, at his discretion, may in lieu of allowing the "paid holidays" as aforesaid, provide for time off on other days, or for additional compensation at time and one-half (1½) earned rate to the end that a full schedule of Police protection is maintained. There shall be no more than twelve (12) days accumulated at any one time. Officer will be advised to take days off or they will be assigned off.

E. The entire holiday benefit has, consistent with the prior contract, been folded-in to regular compensation and made a part of base. The folded-in holiday value has been calculated into the base pay rate (**Appendix A**). Folded-in holiday compensation shall be utilized for all computation purposes.

F. If a holiday occurs during an Employee's vacation or regularly scheduled day off, he shall be entitled to another day off.

G. **Personal Days:** In addition to and exclusive of any other vacation or holiday, each Employee shall be entitled to four (4) personal days off at his regular rate of pay subject to prior Departmental approval with a minimum of forty-eight (48) hours notice prior to date requested.

ARTICLE XIII

MILITARY LEAVE

A. Periods of military leave shall be permitted in accordance with established Federal and State Laws.

B. Any Employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, shall be granted a paid military leave of absence for the period of such training as is authorized by law. This paid leave of absence shall be in addition to his vacation. The Employee may be required to evidence sufficient proof as to Military Leave.

C. When an Employee not on probation, has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service. Each Employee must be reinstated without loss of privileges or seniority provided he reports for duty with the Township within sixty (60) days following his honorable discharge from military service and provided he has notified the Township of his intent to report for duty thirty (30) days prior to his discharge from military service.

ARTICLE XIV

LEAVE OF ABSENCE FOR DEATH IN FAMILY

A. In case of the death of a father, mother, grandfather, grandmother, grandchild, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, an Employee will be allowed time off at his regular rate of pay from the date of death until the day of burial, inclusive.

B. In case of the death of an uncle, aunt, nephew, niece, cousin of the first degree, an Employee will be allowed time off at his regular rate of pay for the day of the funeral only.

C. Exception to this rule may be made where the deceased is buried in another City and the member would be unable to return in time for duty with the leave granted. Officer attending funeral under an authorized absence is excused until 8:00 A.M. on the day following the funeral.

ARTICLE XV

SICK LEAVE

- A. Leaves of absence for sickness will be granted by the Township Council. The procedure set forth in Township Ordinance 521, and the Mahwah Police Manual shall govern determinations of sick leave.
- B. The Chief of Police has the discretion to supervise or recommend to the Township Council and allow leaves of absence with pay not exceeding three (3) months to the members and Officers of the Township's Police Department who shall be injured, ill or disabled from any cause, provided that the examining physician appointed by the said Governing Body, shall certify to such injury, illness or disability and the Employee's inability to return to active duty during the period of his absence.
- C. In the event that a member or Officer's injury, illness or disability extends beyond three (3) months, the Chief of Police shall forward the physician's certification and his recommendation pertaining the further leave of absence with pay to the Township Council for their approval or disapproval. If the Township Council approves of continued leave of absence with pay, it shall then pass a resolution stating the length of time that such leave shall be extended up to a total of one (1) year in accordance with N.J.S.A. 40A:14-137.

ARTICLE XVI

PERSONAL LEAVE

A. The Township Council shall be authorized to give a leave of absence of up to a period of six (6) months, without pay, after consultation with the Chief of Police and Officer so requesting such leave.

B. He shall be entitled to return to the employment of the Township as a Policeman at the expiration of the leave period with the same seniority status prior to the commencement of his leave. In no event shall leave without pay be utilized for private or personal gain, and in no event shall this leave be utilized to undertake any other employment unless good cause can be shown why the Employee can pursue other employment but not pursue Police work.

C. The period of personal leave shall not be considered in determination of pension or vacation benefits.

D. This Agreement expressly provides for continuance of insurance coverage pursuant to N.J.S.A. 40A:9-13 during a personal leave of absence up to six (6) months.

ARTICLE XVII

LEGAL EXPENSES

A. The Township of Mahwah shall maintain in force liability and false arrest insurance including riot and demonstration coverage with reasonable limits.

B. Whenever an Employee covered by this Agreement is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties the Employer shall provide said Employee with all necessary means for the defense of such actions or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the Employer or in a criminal proceeding instituted as a result of a complaint on behalf of the Employer. If any such disciplinary or criminal proceeding instituted by or on complaint of the Municipality shall be dismissed or finally determined in favor of the member of Officer, he shall be reimbursed for the expense of his defense.

1. In the event that the claim is based in tort or upon an alleged civil rights violation, the Employer shall defend and indemnify the Employee, however, the Employer reserves the right to use an attorney provided by its insurance carrier (or J.I.F./M.E.L. counsel, in the event that the Township of Mahwah is in such pool at the time).

2. When the complaint or claim is criminal, quasi criminal or departmental in nature, the Employee shall have the right to select the defense attorney.

C. The Township shall pay to the PBA on an annual basis an amount equal to Fifty (\$50.00) Dollars per Employee covered by this Agreement for the establishment and maintenance of a legal service program for the Employees covered by this Agreement. The legal service program shall be arranged by the PBA. The number of Employees, for purposes of establishing the amount of the Township's payment to the PBA for that year, shall be those persons employed as of January 1st of that calendar year. Payment shall be made to the PBA not later than the first day of July of each year under this **Article**. The Township shall not be directly or indirectly responsible for the administration, establishment or maintenance of this legal service program. The PBA shall release and hold the Township harmless from any claims which may arise from any legal advice given by this legal service program.

ARTICLE XVIII

SPECIAL REIMBURSEMENT

A. Schools.

If transportation is not provided, each Officer shall be paid for transportation to and from a Police Academy or any other in-service Police Training Institution that he shall be ordered or authorized to attend by the Chief of Police. In such event, the Officer shall receive a mileage allowance at the current Internal Revenue Service calculated rate per mile, currently (\$48.5) per mile (applicable to out-of-town schools only).

B. Court.

Mileage is to be paid at the current Internal Revenue Service calculated rate per mile, currently (48.5¢) per mile to off duty Officers who must attend Court outside of the Township.

C. Other Assignments.

Mileage shall be paid at the current Internal Revenue Service calculated rate per mile, currently (48.5¢) to any Employee who is on official assignment for the Department and transportation is not provided.

D. If the mileage allowance 48.5¢ Cents is increased for any other Mahwah Employee, then it is agreed that such higher amount shall apply to this **Article** and be available to the bargaining unit.

ARTICLE XIX

CLOTHING AND EQUIPMENT

A. The furnishing and cleaning of uniforms shall be governed by the present Department Regulations.

B. Plainclothesmen shall receive a clothing allowance in the amount of Seven Hundred Dollars (\$700.00) *per annum*.

C. Any Officer who shall damage his civilian clothing while off duty, but while in the line of duty, shall be reimbursed for repair or replacement.

D. The Township shall provide uniforms to all uniformed Officers as per present practice.

E. Each Employee covered by this Agreement shall receive an annual equipment allowance. The annual equipment allowance shall be paid to each Employee along with his regular salary on a regular basis. The amount of the annual equipment allowance shall be Fifty Dollars (\$50.00).

F. No ties shall be required when the Employee is wearing a uniform short-

sleeve shirt.

- G. New winter coats shall be supplied at the Employer's expense.

ARTICLE XX

WEAPONS

A. The Township shall be responsible for providing each Officer with one (1) service weapon. This item shall be replaced by the Township if damaged in the line of duty.

B. The Employer shall provide safe and secure security holsters for all duty weapons.

ARTICLE XXI

MEDICAL, DENTAL AND OPTICAL BENEFITS

A. The current level of coverage for medical, major medical and other related insurance which is currently provided by the Township of Mahwah and currently administered by Insurance Design Administrators shall continue in full force and effect. The dental insurance coverage currently provided by the Township of Mahwah and administered by Delta Dental and life insurance coverage, or equivalent coverage shall continue in full force and effect.

B. Police and Fire Pension and Insurance shall be provided for the Employees by the Township under the terms in effect on January 1, 1979.

C. The current level of medical and related insurance coverages shall continue in force and shall be paid for by the Township for the surviving spouse and children of an Employee of the Mahwah Police Department who dies while either on or off duty. Children shall be eligible until they attain their eighteenth (18th) birthday, or later in accord with current health insurance carrier's contract. The widow(er) shall be eligible for life unless said spouse remarries.

D. The current level of medical and related insurance coverages shall be provided for retired Employees and the Employer shall assume the entire cost of such

coverage and pay all the premiums for Employees who have retired after achieving twenty-five (25) years of creditable service as defined by the New Jersey State Police and Fire Pension statute and in addition have served a minimum of twenty (20) years with the Township. Pursuant to N.J.S.A. 40A:9-13, all retired Employees and their dependents may continue to be covered if they were covered by a group contract immediately prior to the Employee's retirement. The major medical deductible will be Fifty Dollars (\$50.00). Effective January 1, 2008, the major medical deductible will be One Hundred Fifty Dollars (\$150.00) per person/Four Hundred Fifty Dollars (\$450.00) per covered family unit.

E. The Township will pay a mutually agreed upon dollar amount per employee per calendar year for the cost of a mutually agreed upon dental plan.

F. The Township reserves the right to change insurance carriers so long as equivalent coverage is maintained and provided. In the event that the Township decides to change insurance carriers then the Township shall provide the PBA with at least a sixty (60) calendar day notice of such change and shall, at the time of notice, supply such information as may be necessary for the PBA to evaluate the proposed change. A copy of the proposed policy, or policies, should be provided at the time of notice.

G. The Township shall provide an optical plan covering Employees and their families. Said plan shall provide full and complete coverage for all expenses incurred in the following areas:

1. All eye examinations
2. All costs of contact lenses, lenses and frames
3. Opthamologist expenses
4. Optometrist expenses

Said optical plan coverage shall be without any deductible amount, however, in no event shall the Township be obligated to pay more than Two Hundred Fifty Dollars (\$250.00) per year per Employee family. In the event that an Employee family does not utilize all of the Two Hundred Fifty Dollar (\$250.00) allocation in any one calendar year, then said Employee family shall be entitled to carry forward said unutilized amount into the next calendar year for use together with the subsequent year's maximum allocation. Payment for covered expenses shall be made within five (5) working days of the presentation of the bills to the Township's designee. The Township shall designate a person, or persons, as the proper person for presentation of the bills.

H. In addition to other benefits provided in this Agreement all active members shall be provided with a Fifty Thousand Dollar (\$50,000.00) death benefit payable by the Employer. Retired members shall be provided with an Eight Thousand Dollar (\$8,000.00) death benefit.

I. Effective January 1, 2008, the Township shall implement a health care "Opt Out" Program enabling Employees to elect to opt out of coverage and thereafter receive direct payment of forty percent (40%) of the cost of annual coverage which was the subject

of the opt out. The cost of coverage shall be defined as the annual premium for calculation. This program shall require proof of alternate health care coverage and the right to subsequently opt back in to coverage if alternative coverage ends. There shall also be provided an annual opt-in date.

J. The public employer shall be permitted to deduct 1.5% of base pay as contribution towards medical costs consistent with the existing New Jersey State statutory mandate. Said amount shall be deducted on a pre-tax basis and deducted in equal amounts over the annual paychecks.

K. Effective January 1, 2008 the maximum number of spinal manipulation chiropractic services shall be thirty (30) visits per calendar year.

L. The Township shall implement a "Section 125 Plan" by which Employees may pay for qualifying medical and other services on a pre-tax basis.

ARTICLE XXII

TUITION CREDIT

A. Any Employee of the Township Police Department wishing to take Police related collegiate course work, on his own time, shall avail himself of any and all State and Federal funding to cover the cost of same.

B. Upon certification to the Township Council by said Employee that all such subsidies have been fully explored and taken advantage of, then the difference or subsequent cost of the credit shall be borne by the Township up to one hundred twenty (120) hours toward Police Science Program (B.S., Masters, Ph.D.). Police Officer shall give notification of intent to take course by September 1 of prior calendar year so that the budget line item can be established. If no notification, reimbursement in calendar year only if funds are available, then payable in calendar year after course is taken.

C. The Employer agrees to provide reimbursement for all college tuition expenses, including required text books for approved courses, incurred by Employees covered by this Agreement who are attending actual college courses. The amount of said tuition reimbursement payments shall be the actual cost of the credits but in no event shall the per credit cost exceed that average per credit cost at the New Jersey State colleges. Reimbursement shall be paid within six (6) weeks of submission of the required documentation.

ARTICLE XXIII

EDUCATION INCENTIVE

A. In addition to other benefits provided in this Agreement, each Employee who has earned, or who hereafter earns, a college degree, shall thereafter be provided with an annual monetary benefit, as is provided below:

- a. Upon completion of a Bachelor's Degree:
\$500.00 per year
- b. Upon completion of an Associate's Degree:
\$250.00 per year

B. This educational incentive shall be effective January 1, 1985, for all Employees who have earned a Degree. In the future, when an Employee earns a Degree, said Employee shall receive the full incentive, commencing with the year in which the Degree is received. New Employees with a Degree shall be entitled to the educational incentive from the date of employment. This benefit shall only be available to Employees hired before January 1, 2004.

C. All educational incentive payments shall be paid in a separate single lump sum check not later than the first regular payroll date in December of each year.

ARTICLE XXIV

GRIEVANCE ADJUSTMENT PROCEDURE

A. The purpose of the grievance adjustment procedure shall be to secure, at the lowest possible level, disposition and solution of difficulties which may arise as the result of an Officer's employment.

B. Definition

A grievance is defined as the interpretation, application or violation of policies, agreements, and administrative decisions affecting employees and may be raised by an individual, or the PBA.

C. Steps of the Grievance Procedure

1. The aggrieved party shall institute action within fourteen (14) days of the occurrence of the grievance. The first step shall be a discussion of the grievance between the employee and the members of his chain of command.

2. If the aggrieved party is unsatisfied with the discussion of the grievance between the employee and the members of his chain of command, and the grievance is an alleged violation of this Agreement only, grievant(s) shall, in writing, file a written statement of the grievance with the Chief of Police within one (1) week following the discussion between the employee and the members of his chain of command. Within one

(1) week of such submission, the aggrieved party, a representative of the PBA, and the Chief of Police shall attempt to settle the dispute.

3. In the event that the above fails to resolve the grievance, then, within one (1) week following the determination of the Chief, the matter shall be submitted to the Mayor for review. The Mayor shall respond within one (1) week of such submission.

4. In the event the aggrieved party is unsatisfied with the decision of the Mayor, then within one (1) week following the determination of the Mayor, the matter shall be submitted to the Township Council for adjustment. The Township Council shall respond within thirty (30) days.

5. **Arbitration**

(A) If the grievance is not settled through **Steps One, Two, Three** and **Four**, grievant(s) may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) days after the determination by the Township Council.

An Arbitrator shall be selected pursuant to the Rules of PERC.

(B) The Arbitrator shall be bound by the provisions of this Agreement and by the Laws and Constitutions of the State of New Jersey and of the United States and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be in writing with findings of fact and reasons therefor, and shall be binding upon the parties.

(C) The costs for the services of the Arbitrator shall be borne equally

between the Township and the PBA. Any other expenses, including, but not limited to, the presentation of witnesses, shall be paid by the party incurring same.

(D) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, the grievance shall be deemed to have been waived. If any grievance is not processed to the next succeeding step in the Grievance Procedure within the time limits prescribed, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the Grievance Procedure.

ARTICLE XXV

EXISTING BENEFITS

Benefits enjoyed by Employees covered under this Agreement as contained in existing Township Ordinance and Resolutions, the Mahwah Police Department Manual and Orders, Memoranda and Directives issued by the Chief of Police, will be continued during the life of this Agreement.

ARTICLE XXVI

ASSOCIATION REPRESENTATIVES

A. The designated Association representative shall be granted time with pay during working hours, when scheduling permits, and with the approval of the Chief of Police, or his designee, to investigate and seek to settle grievances and to attend all meetings and conferences on contract negotiations with Township Officials.

B. The PBA President shall be permitted time off to attend monthly and special meetings of the PBA without losing any salary or benefit entitlement.

ARTICLE XXVII

TERMINAL LEAVE

1. All Employees covered by the PBA contract who qualify for retirement consistent with the New Jersey Police and Firemen's Retirement System shall be entitled to the Terminal Leave benefit.

2. The Terminal Leave benefit shall be defined as one-third ($\frac{1}{3}$) of one year's compensation at each respective retiring Employee's rate of compensation in existence at the time of retirement.

3. The Employee shall give at least six (6) months advance written notice to the Chief of Police of his decision to take terminal leave and shall advise the Chief of the last day of work.

4. The Employee may take the Terminal Leave compensation as either **(a)** a lump sum payable upon retirement, or **(b)** four (4) months terminal leave prior to the date of retirement during which time the Employee shall remain an Employee of the Township.

5. Once an Employee has elected to take his retirement to accept any of the benefits, including but not limited to, terminal leave, accumulated sick time, vacation time

or personal days, then the Employee cannot change his mind and return to active duty and cannot withdraw his application for retirement.

ARTICLE XXVIII

SAVINGS

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held invalid by operation of law or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (*i.e.*, the concerted failure to report for duty, or willful absence of an Employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walk-out or other job action against the Township.

C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from same immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

D. In the event of a strike, slowdown, walk-out or job action, it is covenanted and agreed that participation in any such activity by the Association member shall entitle the Township to take appropriate disciplinary action including possible discharge in accordance with applicable law.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE XXX

DEPARTMENTAL INVESTIGATIONS

A. The purpose of this **Article** is to set forth a procedure for Departmental investigations to be conducted in a manner which is conducive to good order and discipline.

B. The following rules shall apply to violation of Rules and Regulations deemed by the Chief of Police to be of a serious nature or in any situation where the Employee may be subject to any discipline or penalty.

1. The interrogation of a member of the force shall, whenever practicable, be at a reasonable hour.
2. The interrogation shall take place at a location designated by the Chief of Police.
3. The member of the force shall be informed of the nature of the interrogation before any interrogation commences.
4. The questioning shall be reasonable in length.
5. Upon request, a representative of the PBA may be present for the purpose of observation only, provided that there is no interference with the operation of the Department.
6. In the event of any alleged violation of this **Article**, a grievance may

be filed within seven (7) days of the occurrence and shall commence at **Step Three** of the Grievance Procedure.

7. In the event the grievance is processed to arbitration, the authority of the Arbitrator shall be limited solely to a determination as to whether or not the procedural aspects of this **Article** have been violated. In no event shall the Arbitrator have any authority to substitute his judgment for that of the Chief of Police or any other representative of the Township.

C. The foregoing rules do not apply to questioning by a Superior Officer concerning employment or matters relating to continuing fitness for Police Service.

ARTICLE XXXI

AGENCY SHOP

Any permanent Employee in the bargaining unit on the effective date of this Agreement who does not join PBA No. 143 within thirty (30) days thereafter, any new permanent Employee who does not join within thirty (30) days of initial employment within the unit, and any permanent Employee previously employed within the unit who does not join within ten (10) days of re-entry into employment with the unit shall, as a condition of employment, pay a representation fee to PBA No. 143 by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular PBA No. 143 membership dues, fees and assessments as certified to the Employer by PBA No. 143. PBA No. 143 may revise its certification of the amount of the representation fee at any time to reflect changes in the regular PBA No. 143 membership dues, fees and assessments. PBA No. 143's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as PBA No. 143 remains the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor agreement between PBA No. 143 and the Employer.

ARTICLE XXXII

MATERNITY LEAVE

Any permanent Employee in the bargaining unit who is pregnant shall be provided with three (3) months of leave without pay, however, all other benefits shall continue as well as a guaranteed light duty assignment during pregnancy. Light duty is to consist of work in Police Headquarters, Radio Room and Records Room details. An additional three (3) months may be granted at the discretion of the Chief of Police after consulting with the Employee's physician and the Police Doctor. It is further provided that there be a relaxation of the uniform regulations during pregnancy.

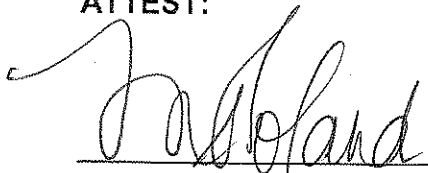
ARTICLE XXXIII

FIRST AID COVERAGE

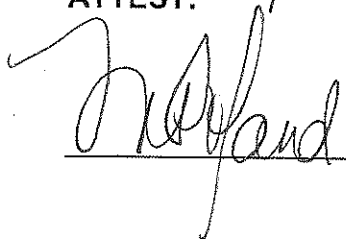
Employees covered by this Agreement shall be fully indemnified.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Mahwah, New Jersey, on this 3 day of MAY, 2011.

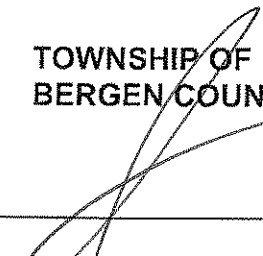
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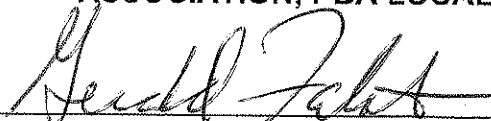


TOWNSHIP OF MAHWAH,
BERGEN COUNTY, NEW JERSEY



Mayor

MAHWAH POLICEMEN'S BENEVOLENT
ASSOCIATION, PBA LOCAL NO. 143



Gerald Falotico, President

APPENDIX A

SALARY SCALE

	Effective 01/01/2011	Effective 07/01/2011	Effective 07/01/2012
PATROL OFFICER			
First Six (6) Months	\$41,854	\$41,854	\$41,854
Second Six (6) Months	\$46,875	\$46,875	\$46,875
Second Year	\$59,335	\$59,335	\$59,335
Third Year	\$71,795	\$71,795	\$71,795
Fourth Year	\$84,256	\$84,256	\$84,256
Fifth Year	\$96,716	\$96,716	\$96,716
Sixth Year	\$109,177	\$109,177	\$109,177
After Sixth Year (Maximum)	\$121,638	\$124,679	\$127,796
Detective	\$125,561	\$128,700	\$131,918
Sergeant	\$129,481	\$132,718	\$136,036
Detective Sergeant	\$133,399	\$136,734	\$140,152
Lieutenant	\$137,320	\$140,753	\$144,272
Detective Lieutenant	\$141,240	\$144,771	\$148,390