

9/13/07

AGREEMENT
BETWEEN
THE TOWNSHIP OF MAHWAH
AND
UNITED PUBLIC SERVICE EMPLOYEES UNION
WHITE COLLAR UNION

JANUARY 1, 2007 through DECEMBER 31, 2009

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SCHEDULE A
SCHEDULE B
SCHEDULE C

PREAMBLE

THIS AGREEMENT made this 1st day of January, 2007 between the **TOWNSHIP OF MAHWAH**, in the County of Bergen, State of New Jersey, a municipal corporation of the State of New Jersey (hereinafter referred to as the "**Township**") and **UNITED PUBLIC SERVICE EMPLOYEES UNION** (hereinafter referred to as the "**Union**").

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - RECOGNITION AND DEFINITIONS

- A. The Township hereby recognizes the United Public Service Employees Union as the exclusive representative for the purpose of collective negotiations (the bargaining unit), on behalf of Employees of the bargaining union as set forth in the Certification of Representative issued by the State of New Jersey, P.E.R.C., July 8, 1991, Docket No.: RO-91-181.
- B. The Township hereby agrees that they shall immediately advise the Union of all new hires. When an employment opportunity exists in the bargaining unit, the Union will be notified and may refer applicants to the Township. All qualified applicants will receive an interview. Those employees who are hired to a title which is covered by the terms of this Agreement shall be informed by the Township of such. The Township shall also inform those new employees that upon the successful completion of their probationary period they will be subject to become full or fee-payor members of the Union.
- C. 1. The positions of Assistant to Chief Financial Officer (M. Ullrich) and Account Clerk - Financial Department (M. Pope) shall be included as employees of the Union.
2. The positions of Administrative Clerk - Human Services (M. Reed) and Administrative Officer (Carole Wiley) shall be excluded from the employees of the Union.
3. The position of Dispatcher shall be divided into three (3) positions of Dispatcher, Junior Dispatcher (Class II), Intermediate Dispatcher (Class III) and Senior Dispatcher (Class IV). The parties will approve the job description for Junior Dispatcher, Intermediate Dispatcher and Senior Dispatcher. Upon completion of five years of full time service as a Junior Dispatcher (Class II), a Dispatcher shall move to

an Intermediate Dispatcher (Class III). Upon completion of ten (10) years of full time service, as an Intermediate Dispatcher (Class III), a Dispatcher shall move to a Senior Dispatcher (Class IV).

4. The position of Van Driver/Clerk shall be divided into the positions of Van Driver/Clerk (Class II) and a new position Senior Van Driver/Clerk (Class III). The parties will approve the job descriptions for Van Driver/Clerk and Senior Van Driver/Clerk.
 5. Part time Board Secretaries paid less than \$4,000. per year shall be exempt from union membership.
 6. The Secretary of Human Services/Affordable Housing shall be included as a union position.
- D. The covered job classifications shall be as set forth on the attached Schedule C.

ARTICLE II - TERM

This Agreement shall be in force from January 1, 2007 through December 31, 2009.

ARTICLE III - NO STRIKE OR LOCKOUT PLEDGE

- 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 Union covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support any strike (i.e. the concerted failure to report for duty, or willful absence of an Employee from his/her 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, walkout, or other job action against the Township.
- C. The Union 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 event of a strike, slowdown, walkout or job action, it is covenanted and agreed that a participation in any such activity by a Union 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 Union or its members.
- F. There shall be no lockouts of the Employees by the Township.

ARTICLE IV - MANAGEMENT RIGHTS

Nothing in this Contract shall abrogate the management rights of the elected or appointed officials in charge of the various departments of Township government. Except as otherwise provided herein, the Township retains the exclusive right to hire, direct and schedule the working force; to plan, direct and control operations; to discontinue, reorganize or combine any department with any consequent reduction or other changes in the working force; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force, and in all respect to carry out the ordinary and customary functions of management, including the establishment of such operational rules as it shall deem advisable. Further, no management prerogative reserved solely to the discretion of the Township by the terms of this Agreement shall be made the subject of a grievance.

ARTICLE V - AGENCY SHOP

- A. Every full-time or permanent part-time Employee has the expressed option to join the Union. Any Employee who decides not to join the Union within thirty (30) days of his/her initial employment with the Township, and any permanent full-time or permanent part-time Employee previously employed within the unit who does not join the Union within ten (10) days of reentry into employment with the unit, shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction as is provided for under N.J.S.A. 34:13A-5.5. Employees who endorse an additional payroll deduction for the United Public Service Employees Union, Special/P.A. Account shall have the deduction made and forwarded to the Union in a separate check, payable to the United Public Service Employees Union Special/P.A. Account.
- B. The representation fee shall be as set forth under N.J.S.A. 34:13A-5.5(b) which provides that the representation fee shall be equivalent to the regular membership dues, initiation fees, and assessments charged by the Union to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only members. In no event may the fee exceed 85% of the regular dues, fees and assessments. The Union shall provide the Township with notice and certification of the dues to be deducted from payroll.
- C. The Union may revise its certification at any time to reflect changes in regular Union membership dues, fees and assessments. These dues, fees and assessment shall take into account the Union's previous year expenditures. Employees who pay a representation fee in lieu of dues may obtain a review of the Union's expenditures and have the right to appeal said representation fee before a tri-partite Appeal Board established by the Public Employment

relations Commission pursuant to N.J.S.A. 34:13A-5.6.

- D. Any Township employee who has representation fees deducted from his/her pay shall have the right, as set forth under N.J.S.A. 34:13A-5.5(c), to demand and receive from the Union a return of any part of that fee paid which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward cost of any other benefits available only to members of the Union.
- E. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union shall remain the majority representative of the Employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Union and the Township.
- F. The Union agrees that it will indemnify and save harmless the Township against any and all actions, claims, losses, or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Township at the request of the Union under this Article.

ARTICLE VI - DISCRIMINATION AND COERCION

There shall be no discrimination, interference or coercion by the Township of any of its agents against the employees represented by the Union because of membership or activity in the Union. The Union, or any of its agents, shall not intimidate or coerce employees into membership. Neither the Township nor the Union shall discriminate against any employee because of race, creed, color, age, sex, or national origin or other protected class.

ARTICLE VII - WORK SCHEDULE AND OVERTIME

A. The normal work week for all inspectors, van drivers, clerical and secretarial Employees shall consist of a thirty-five (35) hour week, seven (7) hours per day, Monday through Friday (1,820 hours per year). One hour of unpaid lunch per work day will be permitted to all employees.

Inspectors, van drivers, clerical and secretarial Employees shall, as authorized by the Township, be entitled to overtime pay at their straight time rate for all hours in excess of thirty-five (35) and less than or equal to forty (40) hours.

Inspectors, van drivers, clerical and secretarial Employees shall, as authorized by the Township, be entitled to overtime pay at the rate of one and one-half (1-1/2) times their straight time rate for all hours in excess of forty (40) hours.

On Sundays and Holidays said Employees, as authorized by the Township, shall receive (2) times their straight time rate.

[B and C redesignated in Article XXXIX]

D. Employees have the option of taking compensatory time in lieu of overtime, provided the Employee submits a request to his/her Department Head within five (5) days after said overtime period. The Business Administrator retains the right to reject such requests,

however, they will not be unreasonably denied. The Business Administrator's decision shall be returned within seven (7) days of receipt. If a decision is not forthcoming within this time frame, then the Employee shall be entitled to one-half (½) the overtime as compensatory time. Compensatory time, when granted must be scheduled and used in the calendar year it is earned or within two (2) weeks, whichever is greater.

E. **Recall:** Effective January 1, 2001 Employees who are recalled to work after completion of their regularly worked hours shall be paid double (2X) their straight time hourly rate or a minimum of two (2) hours pay, whichever is greater.

F. **Overtime Equalization**

- (1) In addition to the work day and work week which has been delineated herein, it is expected that each employee will be available for a reasonable amount of overtime. Overtime will be equalized wherever applicable, by a cumulative system.
- (2) In order to establish notice, uniformity and a balanced rotation, the Township will establish and post on or about January 1st of each year a list of all employees per Department which ranks all employees by Department in order of descending seniority.
- (3) When opportunities for overtime work arise, the Township shall initially contact and offer overtime to the most senior employee first and thereafter, each employee in descending order of seniority until the Township has fulfilled its overtime requirement.
 - (a) Any employee who refuses or is not available to work overtime shall have his/her overtime record charged with the hours worked by the person taking the assignment, whichever is greater and said employee shall be placed as such on the rotation.

- (4) When subsequent opportunities for overtime work arise, the Township shall contact and offer overtime to the most senior employee with least amount of charged overtime first and thereafter, each employee in descending order of seniority with equal to or greater charged overtime until the Township has fulfilled its overtime requirement.
- (5) Should the Township exhaust the overtime list without fulfilling its staffing requirement them, the Township shall have the authority to demand that the least senior employee(s) with the least amount of charged overtime report to work.
- (6) An overtime schedule that shows the cumulative hours of overtime will be made available within each Department and updated no less than monthly.

ARTICLE VIII - SALARIES AND WAGES

- A. 1. Each employee covered by this Agreement shall receive a wage increase. The attached Schedule A set forth a wage guide which increases with the negotiated rate and that enables all covered employees to reach the top wage of their title in a structured time frame. Those covered employees who have reached or surpassed the top rate shall receive the negotiated salary increment.
2. Effective on January 1, 2007 a three and a quarter percent (3.25%) across the Board general wage increase shall be applied to the salary guide. Effective on January 1, 2008 a three and a half percent (3.5%) across the Board general wage increase shall be applied to the salary guide. Effective January 1, 2009 a three and a half percent (3.5%) across the Board general increase shall be applied to the general salary guide.

B. Salary Level Guide

1. The implementation of this Guide will not reflect the employee's years of service or experience but will instead slot the employee on the Guide to the closest salary level in order that the employee will not be in a worse financial position.
2. The Salary Guide (Schedule A) consist of ten (10) levels which will move each year in proportion with the negotiated wage increase rate. After the current employee's initial placement on the Guide the employee will advance one (1) level on the Guide for each completed year of service with the Township of Mahwah based upon that employee's anniversary date except.
3. Those employees whose current salary level exceeds the top level of the Guide will be considered "off-guide" and these employees shall receive wage increases only as per

the negotiated rate. Once the current employees who are designated as "off-guide" leave the employ of the Township, the "off-guide" designation will cease to exist.

4. Each year each employee who is on the Salary Guide will receive a written performance evaluation from his/her Supervisor(s).
5. Should the employee receive a satisfactory written performance evaluation or if no written review is provided by his/her Supervisor(s), the employee will advance one (1) level on the Guide and be entitled to and receive the full wage increment increase allotted that Level, unless a written extension is requested by the Township. All wage increases shall be retro-active to the employee's anniversary date.
6. Should the employee receive an unsatisfactory written performance evaluation by his/her Supervisor(s), the employee will advance one (1) level on the Guide however, the Supervisor(s) may recommend to the Township that the employee should be entitled to and receive one-half the salary increment of that level.
7. The Township has the right to impose this restriction on a non-cumulative basis, each year that the employee's Supervisor(s) recommend such based on an unsatisfactory performance evaluation.

(i.e.) An employee is currently on Level C and had received an unsatisfactory evaluation from his Supervisor. The Township acted upon the Supervisor's recommendation and only authorized the employee to receive one-half (1/2) of salary increment established for Level C. On that employee's next anniversary he again receives an unsatisfactory evaluation. Based solely on his years of service he advances to Level D on the Guide, however, because of the unsatisfactory review the

Township authorizes his to receive only one-half (1/2) of salary increment established for Level D.

8. Every employee who is evaluated by his/her Supervisor and receives a written unsatisfactory evaluation which results in a reduction of their wage increase may appeal to a the Township's Business Administrator within ten (10) business days of such notice. The Business Administrator shall provide, in a timely manner, a forum whereby the appealing employee may present his/her formal objection. At the Business Administrator's sole discretion, the employee's Supervisor(s) may or may not be in attendance. The Business Administrator shall listen to the employee's objection(s) and make every good faith effort to ascertain to the facts.

The Business Administrator shall within fifteen (15) business days provide the employee a written determination. The employee may appeal this determination through the grievance procedure set forth under Article IXI.

9. Should an employee's poor performance continue, the Township is required to provide continuous notice to that employee and that employee is subject to further disciplinary procedures.
10. Prior to hiring a new employee above the entry level salary, the Township will advise the Union of its intention to hire a new employee above the entry salary level and will state the reasons for such hiring. The Union may comment on the hiring and the Township shall consider such comments. However, the Township in its sole discretion may nonetheless proceed with the hiring except that the salary level of the new employee shall not exceed the current salary of any existing employee in the

same job category in the same department.

11. Permanent Part Time Employees shall receive the same annual percentage increases as set forth in Section A.2.
12. The compensation for the position of Property Maintenance/Zoning Inspector shall be \$7,500 annually.

C. 24 Pay Dates

The Township may change to twenty-four (24) pay dates per year starting January 1st of any year after 2007. 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 on 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 made on the prior Friday.

ARTICLE IX - LONGEVITY

A. Full-time Township Employees, of the Union shall be entitled to and receive longevity compensation upon start of his/her year of service, as per the following schedule:

| | |
|-------------------------------|--------|
| One to Four Years of Service | \$ 0 |
| Five Years of Service | \$ 300 |
| Six Years of Service | \$ 375 |
| Seven Years of Service | \$ 450 |
| Eight Years of Service | \$ 525 |
| Nine Years of Service | \$ 600 |
| Ten Years of Service | \$ 675 |
| Eleven Years of Service | \$ 750 |
| Twelve years of Service | \$ 825 |
| Thirteen Years of Service | \$ 900 |
| Fourteen Years of Service | \$ 975 |
| Fifteen Years of Service | \$1050 |
| Sixteen Years of Service | \$1125 |
| Seventeen Years of Service | \$1200 |
| Eighteen Years of Service | \$1275 |
| Nineteen Years of Service | \$1350 |
| Twenty Years of Service | \$1425 |
| Twenty-One Years of Service | \$1500 |
| Twenty-Two Years of Service | \$1575 |
| Twenty-Three Years of Service | \$1650 |
| Twenty-Four Years of Service | \$1725 |
| Twenty-Five Years of Service | \$1800 |

B. Should an Employee be employed beyond twenty-five (25) years of service said Employee shall receive the same annual longevity increase of \$75.00 in additional to the previous year's longevity payment.

C. Longevity compensation shall be paid for continuous service. Any employee who resigns or is terminated from service with cause, constitutes a break in service. An Employee who is laid-off or on an excused leave of absence or changes to part time status remains in continuous service of the purpose of this provision.

- D. All covered, full-time employees who are not subject to the Salary Level Guide ("off-guide") as of January 1, 1997 shall be entitled to and receive two (2%) percent of the employee's base wage rate for that year upon the start of his/her year of service plus the difference if any, between the employee's longevity amount had he/she continued to receive longevity payments and two (2%) percent of their base wage rate.
- E. Once all of the covered, full-time employees who are not subject to the Salary Level Guide ("off-guide") have left the employ of the Township of Mahwah percentage longevity payments as set froth in Sections D shall cease.

ARTICLE X - Blank

ARTICLE XI - VACATION LEAVE

A. Vacation leave is earned and calculated as of January 1st of any year for full-time employees.

B. Vacation benefits are as follows:

1. Newly hired Employees who have not completed one (1) full year of employment with the Township shall be granted, during that first year, 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 of vacation for the first year. These accumulated vacation days shall be granted to all full-time Employees the following year, and so on until the termination of employment of the Employees. The following schedule sets forth vacation earned January 1st after each full year of service.

| | |
|------------------------------|----|
| One to Four Years of Service | 10 |
| Five Years of Service | 15 |
| Six Years of Service | 16 |
| Seven Years of Service | 17 |
| Eight Years of Service | 18 |
| Nine Years of Service | 19 |
| Ten Years of Service | 20 |
| Eleven Years of Service | 21 |
| Twelve years of Service | 22 |
| Thirteen Years of Service | 23 |
| Fourteen Years of Service | 24 |
| Fifteen Years of Service | 25 |

2. Vacations may be taken in individual days or in full weeks, subject to the approval of the Department Head or designee.

C. Vacation time which is not taken within the calendar year in which it is earned must be taken prior to December of the following year.

D. Scheduling of all vacation time shall be subject to the approval of the Department Head or

designee, and Employees with greater seniority within the Department will be given preference in the selection of vacation periods in cases of conflict.

- E. Permanent Part Time Employees are eligible for vacation leave on a prorated basis.

ARTICLE XII - HOLIDAY LEAVE

A. The Township agrees to furnish the following holidays with pay to all permanent full-time employees covered by this Agreement:

- | | |
|--------------------------|---------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Day | Lincoln's Birthday* |
| President's Day | Armistice/Veteran's Day |
| Election Day | Thanksgiving Day |
| Good Friday | Friday after Thanksgiving |
| Memorial Day | |
| Independence Day | |
| Christmas Eve | |
| Christmas Day | |

Note: * Floater Holiday.

1. Floating holidays are to be taken at the discretion of the employee except if, the chosen day interferes, in the Employer's sole discretion, with the Township's ability to effectively run its operation. However, the Township must provide the employee sufficient discretionary time during the year to use this holiday time.
- B. Any holiday falling on a Saturday shall be celebrated on the immediately preceding Friday, and any holiday falling on a Sunday shall be celebrated on the immediately succeeding Monday.
- C. If an Employee works on a holiday, he shall receive overtime compensation therefore as stated in the Article entitled "Work Week and Overtime".
- D. Conflicts in holiday schedules shall be determined by seniority.
- E. Permanent Part Time Employees are eligible for prorated holiday pay if a holiday falls on a day when the employee would have worked a regular day.

ARTICLE XIII - SICK LEAVE

- A. Full-time Employees shall accumulate sick leave on the basis of fifteen (15) days of sick leave per year, or one and one-fourth (1-1/4) days per month for each full month of employment. In the first year of employment, Employees shall be entitled to one and one-fourth (1-1/4) days of sick leave per month for each full month of employment. An additional ninety (90) days of sick leave may be allotted over the course of an Employee's tenure for a major operation or illness, after the Employee has served thirty (30) consecutive months. The additional ninety (90) days, as heretofore mentioned, or any part thereof, must first be approved by the Township Council.
- B. The Department Head or designee may, in his/her discretion, require a doctor's note when the Employee is out for three (3) or more consecutive days.
- C. Sick leave can be accumulated without limit during each Employee's length of service.
- D. The Township shall keep a record of each employee's accumulated sick leave and shall make available to each employee his or her record for inspection.
- E. In the event that an employee retires, is laid-off or expires prior to using all the sick days they accrued during their employment, the Township shall pay one-half (1/2) of the employee's accrued sick time up to a maximum of ten thousand (\$10,000) dollars to the employee, employee's estate or surviving spouse.
- F. Accumulated sick leave shall not be available to any employee who is separated from service for cause.
- G. Permanent Part Time Employees shall accumulate sick leave on a prorated basis.

ARTICLE XIV - PAY DURING WORK-RELATED INJURY

- A. Where a permanent full-time Employee covered under this Agreement suffers a work-related injury or disability, the Township shall continue such Employee at full pay, during the continuance of such Employee's inability to work, for a period of up to one (1) year. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Township.
- B. The Employee may be required to present evidence by a certificate of a responsible physician that he is unable to work and the Mayor and Council may reasonably require the said Employee to present such certificates from time-to-time.
- C. For the purpose of this Article, injury or illness incurred while the Employee is attending a Township-sanctioned training program shall be considered in the line of duty.

ARTICLE XV - HEALTH BENEFITS

A. The Township shall continue to provide the same health and dental insurance benefits for all permanent full-time and part-time Employees as those provided to the members of the Mahwah Policemen's Benevolent Association with the following deductibles effective January 1, 2000:

- 1. Individual - \$150.00
- 2. Family - \$450.00

B. The Township will pay up to a maximum of Two Hundred Fifty (\$250.00) Dollars per Employee per calendar year for the cost of eyeglasses and/or eye examination and if not used, may be carried over to the next year. An employee may only carry over the immediate past year to the following year for a maximum of Five Hundred (\$500.00) Dollars over a two (2) year cumulative period. Optical reimbursements shall be paid within ten (10) days of submission of receipt.

C. 1. The Township agrees to adopt by Resolution and/or Ordinance, provisions as required by the State of New Jersey Legislature under N.J.S.A. 40A:10-23 which will provide pursuant to this Statute, that the Township will assume the entire cost of the above health insurance coverage on a family plan basis for any employee who retires from the Township of Mahwah after 25 years of service. The Township shall also provide for surviving spouse health benefits for employees who retire with health insurance coverage after 25 full time years of service.

2. Employees who retire after twenty-two (22) years of full time service with the Township of Mahwah and are at least sixty five (65) years of age at the time of retirement shall be eligible for the retiree health coverage described in the preceding paragraph.

D. The Township will provide an annual physical to all Employees which includes the following:

1. Complete blood work
2. Complete physical examination
3. EKG
4. Urinalysis
5. Hearing and Eye examinations
6. Pap Tests
7. Mammograms
8. Prostate Tests

At the Township's discretion, they may also provide a:

1. Chest X-ray
2. Stool Analysis

All test results shall be kept confidential by the Township and will be forwarded to the Employee's personal physician.

E. The Employer may change insurance carriers at its option, with equal or better coverage and benefits provided.

F. **Health Care.**

Effective January 1, 2008, each employee with healthcare coverage shall make the following contributions (26 pays):

January 1, 2008 \$390.00/year

January 1, 2009 \$520.00/year

Assuming 26 pay periods, the amount will be \$15.00 per pay period in 2008 and \$20.00 per pay period in 2009.

Chiropractic.

January 1, 2008 – maximum number chiropractic visits per calendar year – 30.

G. The Township shall implement a Section 125 payroll deduction plan.

ARTICLE XVI - PERSONAL LEAVE

- A. Each permanent full-time Employee shall be entitled to three (3) personal leave days with pay each year of this Agreement. Employees shall not have to advise their Department Head of the reason for such personal leave day.
- B. Employees must give their Department Heads or designee notice of their intention to take personal leave as soon as practicable and must receive approval from the Department Head or designee which shall not be unreasonably withheld.
- C. Personal leave days may not be accrued.

ARTICLE XVII - PAY DURING ABSENCE

A. Bereavement Leave

1. Permanent, full-time Employees shall be entitled to five (5) working days leave with pay to attend or make arrangements for the funeral of the Employee's spouse, son, daughter, mother, father, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren of the Employee or Employee's spouse, or persons living in the household of the Employee.
2. Permanent, full-time Employees shall be entitled to two (2) working days leave with pay to attend the funeral of the Employee's brother-in-law, sister-in-law, daughter-in-law, uncle, aunt, nephew, niece or cousin of the first degree.

B. Leave of Absence

Request for personal or any type leave(s) of absence shall be made on a form prescribed by the Business Administrator. Such request, whenever possible, shall be made far enough in advance to permit approval and, at the same time, permit coverage for the particular employment so that municipal services shall not suffer. When an Employee is absent from work because of illness for more than three (3) consecutive days, the Department Head may require the Employee to submit a certificate from his physician relating to his/her illness. The Business Administrator or Department Head, at his/her discretion, may require the Employee to submit a physician's certificate for absences of more than three (3) days. In the case of a chronic or recurring illness causing an Employee periodic or repeated absence of one (1) day or less, the Business Administrator and Department Head may require one (1) medical certificate for every six (6) month period.

C. Military Duty Leave

If the employee has full-time employee status, a leave of absence shall be provided in accordance with applicable law.

ARTICLE XVIII - PERSONNEL FILES

The Business Administrator shall maintain adequate personnel records for each Employee of the Township. Such records should include dates of appointments and promotions, job titles, salaries, commendations, disciplinary actions, leave of any type taken and accumulated, merit ratings and the like. The burden of proof shall be on the Employee to prove date of employment. Records obtained by Employees from Social Security or Township minutes shall be deemed positive proof of starting date of employment.

Employees shall have the right to view their personnel files with an appointment.

ARTICLE XIX - GRIEVANCE PROCEDURE

A. Definition: The term, "grievance", as used herein, means any controversy or dispute arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, or of the policies, directives, orders or administrative decisions affecting the terms and conditions of employment, and may be presented by an individual Employee, group of Employees, or the Association.

B. **Steps of the Grievance Procedure:**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE: (DISPATCHERS AND POLICE DEPARTMENT PERSONNEL ONLY)

The moving party shall present the grievance in writing signed by the aggrieved to the immediate supervisor within ten (10) working days of the occurrence giving rise to the grievance for the purpose of resolution. In the discussion of the grievance, the persons involved resolve the matter. The immediate supervisor shall make whatever additional investigation is necessary and shall, within five (5) working days after presentation of the grievance, give his/her decision. Step One shall be applicable for Dispatcher and Police Department personnel titles only. All other job titles shall commence the grievance procedure at Step Two.

STEP TWO: (STEP ONE ALL OTHER JOB TITLES)

If a grievance is not resolved at STEP ONE, the moving party may, within five (5) working days of receipt of the answer in STEP ONE, submit the written grievance to the Department Head, who shall give his/her answer within five (5) working days of the presentation of the grievance in STEP TWO.

STEP THREE:

If a grievance is not resolved at STEP TWO, the moving party may, within five (5) working days of receipt of the answer in STEP TWO, submit the written grievance to the Business Administrator, who shall give his/her answer within five (5) working days of the presentation

of the grievance in STEP THREE.

STEP FOUR:

If a grievance is not resolved at STEP THREE, the moving party may, within five (5) working days of receipt of the answer in STEP THREE, submit the written grievance to the Township Council, who shall give their answer within five (5) working days of the presentation of the grievance in STEP FOUR for disciplinary grievances and within fourteen (14) working days of the presentation of the grievance in STEP FOUR for non-disciplinary grievances.

STEP FIVE:

If a grievance is not resolved at Step Four (4), the Union or Township may, within five (5) working days of receipt of the answer in Step Four (4), submit the written grievance to the Arbitration process through the Public Employment Relations Commission (P.E.R.C.). The decision of the Arbitration shall be final and binding upon the parties and shall be in writing, setting forth the finding of facts, reasons and conclusions on the issue(s) submitted. In the event the submission of any matter for arbitration as herein provided, the Arbitrator shall have no right or power to alter or modify the terms of this Agreement. The cost of the Arbitrator and expenses shall be borne by the losing party.

ARTICLE XX - SAFETY COMMITTEE

The Union may appoint a committee not to exceed three (3) persons, to meet with the Township's representatives as needs arise to discuss and make recommendations relating to the safety of the Employees and the public.

ARTICLE XXI - DATA FOR FUTURE BARGAINING

- A. The Township agrees to make available to the Union, all relevant data the Union may require to bargain collectively.
- B. The relevant data noted above shall include, but shall not be limited to, such items as salaries, benefits enjoyed by other Employee groups, the cost of various insurance and other programs, information concerning overtime worked by Employees, the total number of injuries on duty, and other data of a similar nature.
- C. The Township shall incur no additional expense by virtue of this Article. This Article shall not apply to any attorney-client work product.

ARTICLE XXII - BULLETIN BOARDS

The Township will provide a bulletin board in a non-public area of the Township Hall, Public Works Building and the Police Station, respectively, for the sole use of the Union. These bulletin boards shall be used only for notices pertaining to Union business. It shall be the responsibility of the Union representatives to supervise the posting of notices which shall not include any political endorsements or political material.

ARTICLE XXIII - JOB POSTING

- A. The Township will post in all places designated under Article XXII, notices of all job vacancies, openings and promotions opportunities for a period of ten (10) days. The posting shall include the title, department and starting salary. The Township shall not advertise to the general public any employment opportunity for a position covered by the collective bargaining agreement prior to the expiration of the ten (10) DAY PERIOD. The township shall simultaneously advertise an employment opportunity for a position not covered by the collective bargaining agreement by posting under Article XXII and by advertisement to the general public. The expiration of this ten (10) day period does not, in any manner or way, forfeit an Employee's right to submit an application for the posted vacancy(ies), position(s) or promotional opportunity(ies) after this period has passed.
- B. All qualified employees will receive an interview. If a job vacancy is filled from within the unit it shall be filled by the senior qualified employee.
- C. The Township shall submit to the Union copies of job postings. When job vacancies are filled, the Township shall submit to the Union a copy of the successful bidder's name and salary.

ARTICLE XXIV - JOB DESCRIPTIONS

The Township shall provide the Union with job descriptions for each position/title held by an Employee/member. These job descriptions will accurately reflect the duties and responsibilities of the position/title held by the Employee and shall be updated from time to time as is deemed necessary by the Township. The Union may request the Business Administrator to review the job description of a current position/title to determine if the existing job description is in compliance. The Township shall have the discretion as whether to comply with this request, however, no reasonable requests shall be denied. Any modification or revision in an Employee's job description which would substantially alter the duties and responsibilities of that position/title must be negotiated with the Union.

ARTICLE XXV - DUES CHECK OFF

- A. The Township agrees to deduct initiation fees, assessments and membership dues from the pay of each employee in the bargaining unit who is a member of the Union, a sum to be certified at least on an annual basis in writing by the Local Union to the employer's Treasurer, who shall submit same to the Union at regular intervals, no less than monthly.
- B. Notwithstanding anything to the contrary in this Article, the Township shall have no obligation to make dues deductions until and unless it receives the signed authorization form from the employee in accordance with the Union Authorization Form.
- C. The Township shall deduct from the pay of all employees covered by this Agreement who are non-members of the Union or who have not submitted to the Township written notice authorizing the deductions of dues, fees and assessments from the employee's pay the maximum amount permitted by law in lieu of dues and shall forward the amount to the Union at regular intervals, no less than monthly. The Union shall provide the Township with written certification on at least an annual basis as to the sum to be deducted in lieu of dues.
- D. The Union agrees to indemnify and hold harmless for any claim or action commenced by an employee against the Township which arises out of the aforesaid deductions under this Article, provided that the claim does not arise out of negligence of the Township.

ARTICLE XXVI - MEETING ROOM

The Township shall provide a meeting room once a month for use by the Union.

ARTICLE XXVII - PROBATIONARY PERIOD

- A. All Employees shall serve a probationary period of one hundred eighty (180) days. At the expiration of probationary period, the Mayor in consultation with the Business Administrator and/or Department Head may discontinue the service of any such Employee, if in their opinion, the Employee is unwilling or unable to perform the duties of his/her position in a satisfactory manner or if the Employee is of such reputation and habits as not to merit continuance in the service of the Township. In every case, the Business Administrator shall notify the Employee in writing of said discontinuance and of the reason.
- B. A one hundred eighty (180) day probationary period shall also pertain to any Employee promoted to a higher classification. Such probationary status will in no way affect the rights and status in the original or lower classification.

ARTICLE XXVIII - FOR CAUSE

The Mayor and Council may discipline an Employee with just cause for a violation of the Rules and regulations of the Municipality. Such discipline shall be by written complaint with Notice of Charges and an opportunity for a hearing not less than ten (10) days nor more than thirty (30) days from the date of the incident or cause.

ARTICLE XXIX - UNIFORMS AND EQUIPMENT

- A. The Township shall continue to provide uniforms and related equipment to all Police Dispatchers. This issue shall consist of three (3) winter uniforms and three (3) summer uniforms annually.
- B. All Police Dispatchers shall receive the same dry cleaning benefits as P.B.A. employees.
- C. All furniture and equipment utilized by Union employees shall be reasonably ergonomically correct for the duty performed.
- D. Inspectors in the Department of Inspections shall continue to receive safety shoes and rain gear in accordance with the current practice.

ARTICLE XXX - TUITION REIMBURSEMENT

1. The Township will provide a Tuition Refund Program to employees who have successfully completed one (1) full year of employment and who are on active payroll from the time of pre-approval of the requested courses through the payroll period in which payment is made.
2. Courses eligible for approval are those taken at a licensed and accredited post-high school institution. Course must be directly related to the employee's present position or a current position in the Township to which the employee could reasonably aspire through promotion. Only course through the Baccalaureate level or designed for development or enhancement of a vocational skill will be covered. Post graduate courses are not covered. Foreign language courses are covered.

Course required for completion of an Associates or Bachelors degree which are not directly related to the employee's current or future promotional position in the Township will be covered only if the employee is a matriculated student and the said courses are required by the educational institution as part of their core curriculum.

3. Cost of tuition, registration and laboratory fees are reimbursable. Books, travel, and non-essential fees, such as student activity fees, are not covered.
4. Reimbursement rates are limited to the current year per undergraduate credit hour at Rutgers State University, with a limit of six (6) credit hours per semester and fifteen (15) credit hours per year.

5. Reimbursement is contingent upon successful completion of the course as evidenced by a certificate or grade report. This shall be defined as a final grade of "C" (2.0) or better, or a "pass" in a pass-fail program. Official grade reports and copies of paid receipts must be submitted along with a copy of the Township's pre-approval form before reimbursement can be made.
6. Employees who receive reimbursement will be required to sign an agreement which sets forth that they will not leave the employ of the Township for a period of time equal to the number of full years that the employee participated in the tuition reimbursement program. Should the employee leave prior to fulfilling this time requirement, the employee will be required to reimburse the Township in accordance with the below schedule:

| | |
|---|------|
| Within the first year of completion of the course curriculum- | 100% |
| Within two years of completion of the course curriculum - | 75% |
| Within three years of completion of the course curriculum - | 50% |
| Within four years of completion of the course curriculum - | 25% |

ARTICLE XXXI - TERMINAL BENEFITS

All salary, compensation and benefits earned and accrued by a permanent, full-time Employee shall be paid to his/her estate upon such Employee's demise.

ARTICLE XXXII - RELEASE TIME

In order to provide for the handling of grievances and related matters, two (2) Shop Stewards or their designee shall be released from his/her job duties with no loss of pay for reasonable periods of time. The Township shall permit the two shop stewards of the Union or any one Union member designated by the shop stewards, leave with pay not to exceed three (3) calendar days in one (1) calendar year for the purpose of attending to Union business, which may include seminars, conferences, conventions and internal Union business.

ARTICLE XXXIII - SAVINGS CLAUSE

- A. It is understood and agreed that if any portion of this Agreement or the application of this Agreement to any person or circumstance shall be held to be invalid the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.
- B. Except as otherwise provided in this Agreement, the failure to enforce any provision of this Agreement shall not be deemed a waiver thereof.

ARTICLE XXXIV - RETENTION OF BENEFITS

The parties agree that all benefits, rights, duties, obligations and conditions of employment relating to Mahwah Municipal Employees which are not specifically set forth in this Agreement shall be maintained in not less than the highest standards in effect at the time of the commencement of collective bargaining negotiations between the parties leading to the execution of this Agreement.

Unless a contrary intent is expressed in this Agreement, all existing benefits, rights, duties, obligations of employment applicable to any Employee pursuant to any rules, regulations, instructions, directive, memorandum statute or otherwise shall not be limited, restricted impaired, removed or abolished.

ARTICLE XXXV - CONTINUATION OF CONTRACT PROVISIONS

All of the provisions of this Agreement shall continue in full force and effect beyond the stated expiration date set forth herein until a successor Agreement is executed and becomes effective.

ARTICLE XXXVI - PROMOTIONS AND TRANSFERS

A. Employees who are promoted to a position in a higher classification shall receive a wage increase. The new salary shall be determined by locating the employee's current salary in the new classification and then going up one step.

B. Temporary Job Openings:

Temporary job openings are defined as a job which is vacated due to vacation, illness, accident, authorized leave of absence or other similar reasons. Temporary job openings will be filled at the discretion of the Township by seniority with people from within the Bargaining Unit. Employees working within a temporary job opening shall receive a \$40.00 per day increase for all time worked over fifteen (15) work days and must receive the prior approval of the Township Administrator.

C. In the event an employee is the subject of a transfer to a job/title which is covered by the Blue Collar Collective Bargaining Agreement or White Collar Collective Bargaining Agreement then, the terms and conditions of said transfer shall be negotiated prior to implementation of employment action.

ARTICLE XXXVII - SENIORITY

- A. Each employee shall have a single, active seniority date. This date shall reflect the date the employee commenced continuous employment with the Township. Seniority shall be the main deciding factor in all employment actions except where otherwise indicated by this Agreement.
- B. Continuous service shall be calculated from initial employment or reemployment following a break in service.
- C. A break in service consists of:
 - 1. Voluntary Resignation.
 - 2. Discharge for Just Cause

ARTICLE XXXVIII - LAY OFF, BUMPING AND RECALL

- A. In the event of a reduction in the workforce the last employee hired shall be the first employee laid off. Seniority shall be the governing factor. An employee who is to be laid off shall be given two (2) weeks notice by the Township.
- B. All employees laid off due to lack of work shall in the case of recall be recalled in the reverse order of their layoff, i.e., the last employee laid off shall be the first recalled. Seniority shall be the governing factor.
- C. Employees affected by a layoff shall be allowed to exercise bumping privileges on all jobs held by employees or lesser seniority provided they have the qualifications to perform the job.

ARTICLE XXXIX – DISPATCHERS

- A.
1. The normal work week for a total of two (2) floating Police Dispatchers shall consist of a forty (40) hour work week, eight (8) hours per day, Monday through Saturday.
 2. There shall only be two floating eight (8) hour shifts. They shall follow service time and grade.
 3. There shall be no shift change without 24 hour notice (barring emergent needs).
 4. The floating Police Dispatchers shall, as authorized by the Township, be entitled to overtime pay at the rate of one and one-half (1-1/2) times their straight time rate for all hours in excess of forty (40) hours.
 5. If a floating Police Dispatcher is called in to work on a Sunday or Holiday, the Employee, as authorized by the Township, shall receive two (2) times his/her straight time rate and or compensatory time off at management's option.
 6. The floating Dispatchers will have every contract holiday off in accordance with the holiday provisions for white collar employees.
 7. The 40 hour shift option shall be opened up once a year on January 1 based on seniority starting with the most senior member.
- B.
1. Police Dispatchers assigned to a squad shall have a "36/48 split work week" subject to continuation of the P.B.A. 12 hour shift schedule. If the P.B.A. changes from the 12 hour shift schedule, the parties agree to discuss changes to the Police Dispatcher Schedule. Employees may not be required to work more than 14 hours in any 24 hour period except in emergencies.
 2. The 12 hour Police Dispatchers who work the 6:30 P.M. to 6:30 A.M. shift shall be

entitled to an additional one dollar (\$1.00) on their straight time hourly rate.

3. The 12 hour Police Dispatchers shall, as authorized by the Township, be entitled to overtime pay as per the current contract.
4. If a 12 hour Police Dispatcher regularly scheduled to be off is called in to work on a Sunday or Holiday, the Employee shall receive two (2) times his/her straight time rate.
5. The 12 hour Police Dispatchers will continue to work holidays in accordance with the current contract. A 12 hour Police Dispatcher may request to take a holiday off in accordance with current department policy.

C. Vacations.

No more than two Dispatchers can select the same vacation day or vacation week. If two Dispatchers have selected the same day for vacation, the Police Chief can deny the same day off to any other Dispatcher requesting the day off for any contractually permitted day off. Dispatchers shall pick vacation based upon seniority among Dispatchers. Priority vacations must be selected by April 15.

D. Overtime.

Whenever a Dispatcher is out due to a contractual absence, including but not limited to sick day, personal day, death in the family, etc.; an attempt should first be made to cover that shift with another Full-time Dispatcher from the rotating list. If no other full-time dispatcher is available, a Per-diem Dispatcher should be called. If a Dispatcher is still not available to cover that shift, a Police Officer may cover.

When a Dispatcher calls in sick for a 6:30 a.m. Squad Shift, the Township shall first offer four

(4) hours overtime to the Dispatcher completing the overnight shift, if the overnight Dispatcher declines, the Township may utilize a Police Offer to cover this four (4) hour time period.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and attested by its proper corporate officers and its corporate seal to be affixed and have hereunto set their hands and seals the day and year first above written.

ATTEST:

TOWNSHIP OF MAHWAH

KATHRINE G. COLETTA, Clerk

By: _____
RICHARD J. MARTEL, Mayor

NEGOTIATION COMMITTEE

MAHWAH MUNICIPAL EMPLOYEES
ASSOCIATION

By: _____
ELIZABETH VILLANO, Steward

President

SCHEDULE "C"

| | |
|---------|--|
| Class 1 | Operator Clerk Clerk Typist |
| Class 2 | Principal Clerk Senior Account Clerk Senior Clerk Principal Assessor Clerk Principal Payroll Clerk Senior Clerk Typist Junior Dispatcher – Class 2 Van Driver/Clerk Records Technician Violations Clerk |
| Class 3 | Senior Van Driver / Clerk Deputy Utility Collector Intermediate Dispatcher – Class 3 Control Person |
| Class 4 | Administrative Secretary / Registrar of Vital Statistics Administrative Clerk Assistant to Treasurer Certified Deputy Tax Collector Certified Deputy Court Administrator Senior Dispatcher – Class 4 |
| Class 5 | Fire Inspector Building Inspector Environmental Health Specialist |
| Class 6 | Electrical Subcode Official Plumbing Subcode Official Fire Subcode Official Senior Environmental Health Specialist |