

AGREEMENT

BETWEEN

TOWNSHIP OF MANSFIELD, WARREN COUNTY, NJ

AND PBA LOCAL 369 (MANSFIELD UNIT)

FOR THE PERIOD

JANUARY 1, 2021 THROUGH DECEMBER 31, 2025

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PREAMBLE

THIS AGREEMENT entered into by and between the Mayor and Township Committee of the Township of Mansfield, in the County of Warren, State of New Jersey, hereinafter called "**TOWNSHIP**", and the Policemen's Benevolent Association Local 369 (hereinafter called "**PBA**") represents the complete and final understanding and settlement on all bargainable issues between the **TOWNSHIP** and the **PBA**. During the term, of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of the parties at the time they negotiated or executed this Agreement.

ARTICLE I

TERM OF AGREEMENT

The term of this Agreement shall be for the period commencing January 1, 2021 through and including December 31, 2025.

ARTICLE II

RENEWAL OF AGREEMENT

A. This Agreement shall be in full force and effect as of January 1, 2021 and shall remain in effect to and including December 31, 2025 and shall continue in full force and effect from year-to-year thereafter, unless either or both of the parties give written notice to the other on or before October 1, 2025 of its desire to change, modify, or terminate this Agreement. No such change by either party shall be considered binding or in effect which is not received in accordance with this Article II.

B. The PBA will forward no later than September 1, 2025 a written request to the **TOWNSHIP**, addressed to the Mayor and Township Committee, requesting the **TOWNSHIP** to

set time aside for the next contract negotiation meeting to begin. The **TOWNSHIP** will agree on a date for the first meeting which shall be held no later than October 15, 2025.

ARTICLE III

RECOGNITION

The **TOWNSHIP** recognizes **the PBA** as the sole and exclusive representative for all permanent full time Patrol Officers, Sergeants, Corporals, and Lieutenants of the Police Department of the **TOWNSHIP** excluding, however all other employees of the **TOWNSHIP**, as well as Probationary Police Officers and the Chief of Police, if any.

The title of Policeman or Police Officer shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE IV

PBA REPRESENTATIVES

A. The PBA shall have the right to designate two (2) members of the **PBA** as **PBA** Representatives, one (1) as **PBA** Representative, the second as his or her Alternate.

B. The designated **PBA** Representative or Alternate shall be excused with pay from his or her normal assignments to process grievances when scheduled with the **TOWNSHIP** Representative during regular working hours. Proper and prior request is to be made to the Chief of Police or the Designee. References in this Agreement to the Chief of Police shall be considered as referring to the Chief of Police or the designated Officer in Charge of the Police Department when the Chief of Police position is unfilled. However, should a police officer of any rank, other than Chief of Police, serve as Officer in Charge, that person shall remain a member of the negotiations unit and covered by this Agreement in all respects.

C. During contract negotiations, not more than one (1) **PBA** Representative at any

one time shall be excused from normal duties for the time reasonably required for the scheduled negotiations, and shall receive his or her regular compensation for time spent when such negotiations interfere with the work schedule. Said Representative, however, shall always remain available for duty.

D. If the **PBA** Representative is incapacitated or is unable to carry out the functions of office, due to illness, vacation, or otherwise, his or her designated Alternate Representative shall have the full authority to represent **the PBA**.

E. The **TOWNSHIP** agrees to grant the necessary time off without loss of pay to either the **PBA's** appointed Delegate, or his or her appointed Alternate to attend any State Convention(s) of the New Jersey State Policemen's Benevolent Association under N.J.S.A. 40:14-177.

F. A Certificate of Attendance to the convention(s) shall be submitted by the Delegate so attending to the Chief of Police upon return to duty.

G. The **TOWNSHIP** must be notified three (3) months prior to the State PBA Convention(s) if a member of the local police force plans to attend the convention in the capacity of **PBA** Delegate or Alternate.

ARTICLE V

REPRESENTATIVE FEE IN LIEU OF DUES

The **TOWNSHIP** and the **PBA** agree to abide by N.J.S.A. 34:13A-5.5, et seq. Such fee shall be a maximum of eighty-five (85%) percent of the regular membership dues, fees, and assessments.

ARTICLE VI

GRIEVANCE PROCEDURE

A. DEFINITION: A grievance shall mean a claim by the **PBA**, an officer or group of officers that there has been a misinterpretation, misapplication, or violation of policies, this Agreement, or administrative decision affecting them.

B. TIME LIMIT: A grievance to be considered under this procedure must be initiated by the **PBA**, officer, or group of officers within ten (10) business days of the date of the alleged misinterpretation, misapplication or violation of policy, this Agreement, or administrative decision in question.

C. PROCEDURE

1. STEP ONE: A grievance shall first be filed in writing and discussed with the Chief of Police to try to resolve it informally. The Chief of Police shall act on the grievance within five (5) business days after its presentation to him or her and confirm his or her decision in writing to the **PBA** and the grievant.

2. STEP TWO: If the **PBA** or grievant desires to appeal the decision of the Chief of Police, it shall be filed in writing with the Clerk of the **TOWNSHIP** within five (5) business days of receipt of the written decision of the Chief of Police. The grievance filed with the Township Clerk shall also be filed with the Chief of Police. The grievance filed with the Clerk shall include copies of all documents relating to the grievance. The matter shall be considered by the **TOWNSHIP** no later than thirty (30) calendar days following receipt of the complete appeal. The grievant and the **PBA** may appear and be heard on the appeal by the **TOWNSHIP**. A decision by the **TOWNSHIP** will be given in writing to the grievant and the **PBA** representative within fifteen (15) calendar days following the date of the hearing.

3. STEP THREE: For grievances involving terms of this Agreement, only, which are not settled or resolved at the **TOWNSHIP** level, the **PBA**, and only the **PBA**, shall have the right to submit the grievance to binding arbitration within thirty (30) business days in accordance with the rules and procedures of the Public Employment Relations Commission (PERC).

The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law. The decision of the arbitrator shall be submitted in writing to both sides simultaneously and shall be binding on both sides.

E. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the **TOWNSHIP** and the **PBA**. Any other expenses incurred shall be paid by the party incurring same.

F. The **TOWNSHIP** shall have the sole right to dismiss a probationary officer for cause or reasons as determined by the Chief of Police or the **TOWNSHIP** and such dismissal shall not constitute grounds for a grievance by the **PBA** or the Probationary Officer.

ARTICLE VII

HOURS OF WORK

A. The permanent schedule for all officers assigned to patrol shall be the twelve-hour Pitman schedule.

B. As part of the Pitman schedule, officers shall receive 104 Pitman hours at the beginning of each year to be used as compensatory time.

C. Officers assigned to the Detective Bureau will work a 10-hour work shift with no Pitman time being received at the beginning of the year.

D. The work week and salary for the Police Department shall be computed based on eighty (80) hours bi-weekly.

ARTICLE VIII

OVERTIME

A. All time worked more than the daily Pitman schedule is deemed overtime.

B. All overtime must be approved by the Chief of Police.

C. All Police Officers shall be paid at a rate equal to one and one half (1 ½) times their regular base-pay work rate for overtime.

D. The payment for any portion of an overtime hour shall be computed to the nearest quarter (.25) hour.

E. When any Police Officer shall be required to appear before any Grand Jury or at any Municipal, County, Superior, or Supreme Court proceeding, or job-related action, the time during which he or she is engaged shall be considered a time of assignment to and performance of duty. When such appearance occurs during the Police Officer's assigned duty hours, he or she shall suffer no loss of compensation. When such appearance occurs outside his or her assigned duty hours, the **TOWNSHIP** will authorize a minimum of three (3) hours call out for Court appearances if they are required to go outside of the **TOWNSHIP** for the appearance, at the rate of time and one-half (1 ½) of the officer's base hourly rate. All officers appearing before the **TOWNSHIP** Municipal Court on off duty time shall receive a rate of time and one-half (1 ½) for each hour of appearance, with a two (2) hour minimum.

F. The **TOWNSHIP** agrees to pay a minimum of three (3) hours unscheduled

callout time when an off-duty Police Officer is called out of his or her home for unscheduled emergency duty when ordered by the Chief of Police or his designee.

G. The **TOWNSHIP** agrees that overtime pay shall be provided in the paycheck following the overtime worked.

ARTICLE IX

SALARIES

A. Salaries:

1. Salaries for Patrol Officers, Sergeants and Lieutenants for the period beginning January 1, 2021 through December 31, 2025 are set forth in Appendix A, attached hereto. The following base pay salary increase shall be applied to each salary step for Patrol Officers on the dates set forth below:

Effective and retroactive to January 1, 2021	2.00% to base pay
Effective January 1, 2022	2.00% to base pay
Effective January 1, 2023	2.25% to base pay
Effective January 1, 2024	2.50% to base pay
Effective January 1, 2025	2.50% to base pay

All Step increments shall be paid.

2. **SERGEANTS AND LIEUTENANT RANK DIFFERENTIAL**

Effective and retroactive to January 1, 2021 Sergeants' base pay, and other applicable wage components shall be calculated based on a differential of:

Sergeant 2: 6.20% above top paid patrol officer upon promotion.
Sergeant 1: 8.00% above top paid patrol officer at commencement of the 2nd year at Sergeant's rank and thereafter.

Effective and retroactive to January 1, 2021 Lieutenants' base pay, and other applicable wage components shall be calculated based on a differential of:

Lieutenant 2: 6.20% above Sergeant 1 upon promotion.
Lieutenant 1: 8.00% above Sergeant 1 at commencement of the 2nd year

at Sergeant's rank and thereafter.

3. **CORPORALS** Patrol Officers promoted to the rank of Corporal shall remain on the applicable Patrol Officers' Salary Guide and shall receive a pro-rated annual stipend of \$1,000 in addition to their base salary.

4. **DETECTIVES**

Officers designated as a "Detective" shall remain on the applicable Patrol Officers' or Sergeants' Salary Guide and shall receive a pro-rated annual stipend of \$1,000 in addition to their base salary.

5. All officers who are or become certified firearms instructors shall receive an annual membership to the Shongum Sportsmen's Association paid for by the **TOWNSHIP**.

6. **K-9 OFFICER**

K-9 Officer's will receive a One Thousand Dollar (\$1,000) stipend per year and five (5) days (12 hours per day) compensatory time per year to compensate them for time spent feeding, exercising, and otherwise caring for their K-9 partner.

K-9 Officers will also receive a take home vehicle to transport the K-9 partner from their residence to/from work and to/from all call outs requesting assistance from the K-9 Officer and his/her K-9 partner.

B. As of January 1, 2001, longevity payments shall cease to exist notwithstanding any prior agreements or contracts to the contrary.

C. Unit members who work the day of the actual holiday (not the date the holiday is observed), on any of the 13 **TOWNSHIP** designated holidays shall be paid double time for all hours worked on said holiday. Officers who work on an actual holiday on their regularly scheduled time off, shall receive two and one-half times (2.5x) their regular rate of pay for all

hours worked. Detectives and administrative personnel (those not assigned to the Pitman schedule) shall have the 13 holidays off duty with pay.

D. DEFINTIONS: The following words and terms shall have the following meanings:

1. Step shall be defined as one (1) calendar year of employment in grade in the **TOWNSHIP** Police Department.
2. Increment shall be defined as the monetary difference between the steps in the salary guide.
3. Day for the purpose of vacation, sick and personal shall mean 10 hours .

ARTICLE X

VACATIONS

All unit members shall receive vacation time with pay according to the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
1. First year	
First 2 months	0 days
Third month	1 day
Every other month	1 day
Total:	5 days max.
2. Years 2-5	11 days
3. Years 6-14	17 days
4. Years 15-20	21 days
5. Years 21 and over	22 days

All unit members shall be permitted to accumulate unused vacation time and carry over a maximum of 5 days vacation time into the following contract year. No more than 5 days of vacation may be banked in any one year.

ARTICLE XI

SICK LEAVE

A. All employees covered under this Agreement are entitled to twelve (12) days sick leave per year with unlimited accumulation for the first 15 years of employment with the Department.

B. All employees covered under this Agreement shall be entitled to 15 days sick leave per year with unlimited accumulation upon completion of 15 years with the Department.

C. Any employee who shall be absent on sick leave for five (5) or more consecutive working days shall be required to submit a Doctor's Certificate substantiating the illness.

D. Immediately prior to qualified retirement OFFICERS SWORN IN PRIOR TO JANUARY 1, 2010 may use up to the following days of accumulated sick leave toward retirement provided he or she has served the following years with the TOWNSHIP Police Department:

0 to 5 years	0 days
5 to 10 years	30 days
11 to 15 years	50 days
16 to 20 years	75 days
21 years and more	120 days

The maximum accumulated sick days available for use at retirement will be 120 days.

The **TOWNSHIP** will compensate the officer at regular base rate for any days accumulated over the maximum number above during each year within ninety (90) days of the close of that year.

The officer may opt to reserve days earned during the year in excess of the maximum number that can be accumulated towards retirement for future sick leave in lieu of payment, but days reserved in lieu of payment cannot be retained for use at retirement.

E. Immediately prior to qualified retirement OFFICERS SWORN IN ON OR AFTER JANUARY 1, 2010 may use up to the following days of accumulated sick leave toward retirement, provided he or she has served the following years with the **TOWNSHIP** Police Department:

15 to 19 Years	30 days
20 to 25 Years	45 days
25 years or more	60 days

F. All Officers may elect to be paid for up to five (5) days of unused sick days at the end of each year. Other than as set forth in this Article, unused sick leave shall have no other cash value upon separation from employment and will be lost.

ARTICLE XII

FUNERAL LEAVE

A. Funeral leave of five (5) workdays, one of which shall be the day of the funeral or other service, shall be granted without loss of pay for the death in the immediate family of the employee.

B. Immediate family includes spouse, child, parent, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, and grandparent of the employee's spouse. For

purposes of this Article, spouse shall be defined to include an employee's significant other so long as that individual permanently resides full time in the employee's household.

C. Funeral leave of two (2) workdays shall be granted without loss of pay to attend the funeral or other service of an aunt, uncle, or any niece or nephew of the employee or their spouse.

ARTICLE XIII

CLOTHING ALLOWANCE

The **TOWNSHIP** will provide an annual clothing allowance of \$1,000 per officer to be used by each officer for the purchase, replacement and maintenance of their uniforms and equipment (back-up flashlights, duty bag, etc.) but not including leather duty belt items or body armor.

New officers would be fully dressed and equipped outside of this allowance and shall receive a prorated annual allowance of \$425 in their first year.

The Finance Office will establish an account for each officer with the annual clothing allowance credit and payment will be issued once a valid receipt is presented.

Clothing and equipment damaged in the line of duty, outside of regular wear and tear, shall be replaced by the **TOWNSHIP**. (e.g., torn clothing or damaged equipment resulting from a difficult arrest).

Unused balances shall not be carried over from year to year. However, employees may share unused funds during the year with fellow officers who may have exhausted their own allowance that year.

Officers in their last year of employment will receive a prorated allowance based upon their last date of active duty.

Any cost associated with a change in uniform (color, etc.) ordered by the Chief of Police shall be covered by the **TOWNSHIP**.

The maintenance of the uniform is intended to cover the uniform of the day or plain clothes (ie. suits, dry clean materials, etc.)

ARTICLE XIV

MOTOR VEHICLE REIMBURSEMENT

A. Any Police Officer using his or her own motor vehicle on official police business with approval of the Chief of Police or his designee will be compensated at the rate established by the **TOWNSHIP** by ordinance. The Police officer shall be reimbursed for parking fees and tolls upon presentation of a receipt.

B. Police Officers shall be reimbursed for travel expense while assigned to attend a Police School, as well as a maximum of ten (\$10.00) dollars per meal when accompanied by a receipt for same, excluding alcoholic beverages.

C. If an overnight stay is required for Police School, and food is not provided, the officer should receive a meal allowance of up to \$40 per day upon submission of receipts (alcoholic beverages are excluded).

ARTICLE XV

HOSPITAL AND LIFE INSURANCE BENEFITS

A. The **TOWNSHIP** shall continue to provide enrollment in the hospital and medical benefit program presently in existence as of December 31, 2015. Premium contributions shall be made by active officers as required by applicable law.

B. The **TOWNSHIP** shall continue to provide enrollment into the Police and Firemen Retirement System and continue the current Accidental Death and Dismemberment

Insurance.

C. The **TOWNSHIP** shall continue to maintain full insurance to cover any claims of false arrest as shown on the attached personal injury liability insurance endorsement.

D. The **TOWNSHIP** retains the right to enter a self-insurance program or to change insurance carriers regarding any insurance benefit so long as the same or substantially similar benefits are provided. If the **TOWNSHIP** decides to change insurance carriers, the **TOWNSHIP** shall pay particular attention to the protection of the employee while performing his or her duties outside the jurisdictional limits of the **TOWNSHIP**, as well as to the protection of all retired employees receiving hospital and medical benefit coverage pursuant to Article XIX.

ARTICLE XVI

PERSONNEL FILES

A. A personnel file may be established and maintained for each Police Officer. Such files shall be confidential and maintained in the Office of the Chief of Police. These files shall be subject to the right of inspection that may be authorized by any statute or law of the State of New Jersey and shall be available for inspection by the Chief of Police, Mayor and or the Governing Body, or for any Administrative proceedings in accordance with the Attorney General's guidelines and existing statutes. Medicals files shall be kept separated and shall only be viewed by those authorized according to HIPPA. Internal Affairs records shall not be maintained in the officer's personnel file.

B. Any member of the Police Department may review his or her personnel file. However, an appointment for this review must be made through the Chief of Police or his designee.

C. The Chief of Police may enter evaluations and letters of reprimand into and

officer's personnel file, after a review of said letter with the officer. Acknowledgment of review shall be by signature of the officer on said letter. The Officer may submit a written rebuttal to any letter, reprimand, or evaluation to be placed in his or her personnel file.

D. All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom.

ARTICLE XVII

RIGHTS OF EMPLOYEES DURING INTERROGATION

A. The interrogation of a member of the Police Department shall be at a reasonable hour, preferably when the Police Officer is on duty, unless the exigencies of the investigation dictate otherwise.

B. The interrogation shall take place at a location designated by the Chief of Police.

C. The Police Officer shall be informed of the nature of the investigation before any interrogation commences. If it is known that the Police Officer is being interrogated as a witness only, he or she should be so informed at the initial contact.

D. The questioning shall be reasonable in length. Time shall also be provided for personal necessities, meals, telephone calls and rest periods, as are reasonably necessary.

E. The Police Officer shall not be subject to any offensive language. No promise or reward shall be made as an inducement to answer questions. However, said Police Officer shall be informed that said investigation may relate to his or her transfer, dismissal, or other disciplinary action.

F. The complete interrogation of the Police Officer may, upon request of either party and at the expense of the requesting party, be recorded mechanically or by a Department stenographer. In such cases, there will be no "off-the-record" questions.

G. If a Police Officer is under arrest or is likely to be placed under arrest or is a suspect or the target of a criminal investigation, he or she shall be given his or her rights pursuant to the current decisions of the United States Supreme Court.

ARTICLE XVIII

ADDITIONAL BENEFITS

A. Each unit member of the **TOWNSHIP** Police Department shall be entitled to four (4) personal days with pay each year. No personal days may be carried over to the following year. The rate of pay thereof shall be at the rate of the year earned.

B. Each officer shall be allowed \$500 towards the cost of their own and dependents dental care and/or eye care, including insurance premiums and corrective lenses or glasses, in addition to the coverage provided by the medical insurance carrier for the **TOWNSHIP**. Cost of such dental care and/or eye care shall be paid by the **TOWNSHIP** upon receipt of vouchers. Cost of such insurance premiums shall be paid by the **TOWNSHIP** upon receipt of paystubs from individual unit members indicating payment of same.

C. The **TOWNSHIP** agrees to pay the total amount of One Dollar (\$1.00) per year to each officer covered under this Agreement for time traveling directly from home to work and from work to home for the purposes of 42 U.S.C. Section 3796 Sub-sections A, A1, B and C.

D. If an officer is injured in the line duty, the officer will be eligible for weekly worker's compensation benefits. During the subsequent time frame that weekly workers compensation benefits are payable, the injured officer shall continue to be compensated by the **TOWNSHIP** at their full base pay rate for a period not to exceed (1) year. All weekly workers' compensation benefit payments shall be immediately turned over to the **TOWNSHIP**.

E. Should an officer be unable to use his full allotment of benefit time during the

calendar year due to work related requirements, such as filling extra shifts due to manpower shortages, he may carry said unused time over to the subsequent year.

F. Should a retired officer be required to attend court appearances, administrative hearing, or provide subpoenaed testimony in matters related to their former employment position as a **TOWNSHIP** Police Officer, they shall be paid for the time expended at the regular overtime rate of pay for their position at the current overtime pay scale. Officers in their terminal leave period shall receive this benefit at their straight time rate.

G. Extra duty pay rate for work for an outside agency that has contracted with the **TOWNSHIP** shall be paid at a Sergeant's current overtime rate. There shall be a minimum call out of three (3) hours.

H. The annual EMT/Paramedic Stipend shall be \$1100.00 per year.

ARTICLE XIX

MEDICAL AND HEALTH BENEFITS UPON RETIREMENT

The **TOWNSHIP** shall provide, at **TOWNSHIP** expense, to all Police Officers who retire with twenty-five (25) years of service with the **TOWNSHIP** Police Department, and their dependents, the exact same hospital and medical benefit programs as provided to active Police Officers employed by the **TOWNSHIP** Police Department.

The **TOWNSHIP** shall provide, at **TOWNSHIP** expense, to all Police Officers who retire with twenty (20) years of service with the **TOWNSHIP** Police Department and 25 years in the Police and Firemen Retirement System with medical and hospital coverage for the Police Officer only, not including dependents or other family coverage.

ARTICLE XX

SEVERABILITY AND SAVINGS

If any provision of this Agreement or any application of the agreement to any employee or group of employees is held invalid by operation of law or by a court 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.

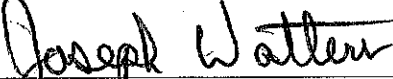
ARTICLE XXI

ACCEPTANCE AND SIGNATORIES

All the terms and conditions of this Agreement are hereby mutually agreed upon and accepted by the parties hereto.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, in the Township of Mansfield, Warren County, New Jersey the day and year set beneath their respective names.

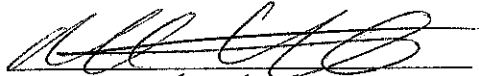
FOR TOWNSHIP OF MANSFIELD:



JOSEPH WATTERS, MAYOR

Dated: 4/14/2021

FOR PBA LOCAL 369:



Sgt. [Signature] #21

[Signature]

Dated: 4/14/21

Dated: 4/14/21

Dated: 4/14/21

Appendix A

Step	2021	2022	2023	2024	2025
1	49,188	50,171	51,300	52,583	53,897
2	55,336	56,443	57,713	59,156	60,634
3	61,485	62,714	64,125	65,728	67,372
4	67,633	68,986	70,538	72,301	74,109
5	73,782	75,257	76,951	78,874	80,846
6	79,930	81,529	83,363	85,447	87,583
7	86,079	87,800	89,776	92,020	94,321
8	98,159	100,122	102,375	104,934	107,557
Sgt 2	104,244	106,329	108,722	111,440	114,226
Sgt 1	106,011	108,131	110,564	113,328	116,162
Lt 2	112,584	114,836	117,419	120,355	123,364
Lt 1	114,492	116,782	119,410	122,395	125,455