

**BOROUGH OF MONTVALE
BERGEN COUNTY, NEW JERSEY
RESOLUTION NO. 190-2025**

RE: Resolution Approving the Memorandum of Agreement between the Borough of Montvale and the Montvale PBA Local #303

WHEREAS, the Borough of Montvale (the "Borough") and Montvale PBA Local 303 (the "PBA"), are parties to a Collective Negotiations Agreement ("CNA") for the period commencing on January 1, 2021 and expiring on December 31, 2026; and

WHEREAS, the Borough and the PBA have engaged in extended negotiations to clarify and modify certain articles in the CNA; and

WHEREAS, as a result of such negotiations, the Borough and the PBA have agreed upon the terms of a Memorandum of Agreement ("MOA"), the terms of which are incorporated by reference herein; and

WHEREAS, the Borough by adoption of this resolution wishes to memorialize its approval of the MOA.

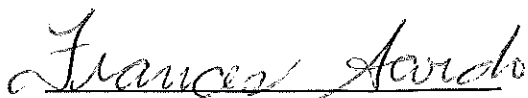
NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of Montvale as follow:

1. The MOA as between the Borough and the PBA be and hereby is approved.
2. The Mayor, Borough Administrator and Borough Attorneys are authorized to take any and all necessary actions so as to execute and implement the terms of the MOA.

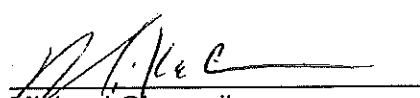
Councilmember	Motion	Second	Yes	No	Absent	Abstain	No Vote
Arendacs			✓				
Cudequest			✓				
Koelling		✓	✓				
Lane	✓		✓				
Roche			✓				
Russo-Vogelsang			✓				

Adopted: October 9, 2025

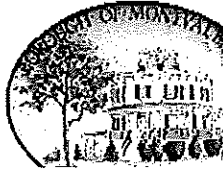
ATTEST:


Frances Scordo
Municipal Clerk

APPROVED:


Michael Ghassali
Mayor

BOROUGH OF MONTVALE



ADDENDUM TO AGREEMENT

WHEREAS, PBA Local 303 (Montvale Unit) (hereinafter referred to as "PBA") and the Borough of Montvale (hereinafter referred to as the "Borough" or "Employer") have a collective bargaining agreement ("Agreement") currently in effect through December 31, 2026; and

WHEREAS, the Employer and the PBA wish to revise and set forth their mutual understanding with respect to various issues in the existing Agreement, in particular the language in Article XIX, Sick Leave/Unused Sick Day Payment and Article XXIII, Terminal Leave; Article XVI Holidays and Article LIV, Pitman Schedule and Kelly Time; and the addition of the Borough's Military Leave Policy; and

WHEREAS, the parties wish to enter into an Addendum to Agreement setting forth the parties' respective agreement with respect to these issues, which shall be an addendum to the existing Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. This Addendum to Agreement ("Agreement"), entered into this 9 day of OCTOBER, 2025, by and between PBA and the Employer, represents the complete and final understanding of the items addressed herein.
2. All contractual provisions not referenced herein shall remain unchanged in the existing Agreement.
3. All changes shall take effect immediately and, except as otherwise provided, be effective for the remainder of the applicable Agreement.
4. The following additions, revisions, amendments and supplements to the current CBA are hereby agreed to by the parties:

As to Articles XIX and XXIII

ARTICLE XIX - SICK LEAVE/UNUSED SICK DAY PAYMENT

19.08 Unused Sick Days Payment/Conversion to Compensatory Time – Any Employee hired prior to May 21, 2010, accruing 560 hours of terminal leave will be paid for one-half (1/2) of unused annual sick time at the rate of a regular days' pay, and in accordance with Article 23. The officer shall receive the payment in the first pay period of the following calendar year. Any Employee hired on or after May 21, 2010, accruing 560 hours of terminal leave will be able to bank one-half (1/2) of their unused annual sick time as Compensatory Time.

ARTICLE XXIII - TERMINAL LEAVE

23.01 A terminal leave program shall be implemented as follows:

One half of all unused sick days in any year shall be deposited in a terminal leave bank to a maximum of 560 hours.

(A) Upon informing the Borough of their date of retirement, officers hired prior to May 21, 2010 will be entitled to time off with full compensation and benefits commensurate with the total amount of time accumulated or a full cash payment at the rate of a regular day's pay at the time of retirement for the accumulated amount of time in the terminal leave bank. The method of compensation will be selected by the Officer. One hundred-eighty (180) days advance notice is required by the Borough for cash payouts.

(B) Upon informing the Borough of their date of retirement, officers hired on or after May 21, 2010 will be entitled to time off with full compensation and benefits commensurate with the amount of time accumulated up to a maximum value of \$15,000 or a full cash payment at the rate of a regular day's pay at the time of retirement for the accumulated amount of time in the terminal leave bank up to \$15,000. The method of compensation will be selected by the Officer. One hundred-eighty (180) day advance notice is required by the Borough for cash payouts.

(C) All employees may choose to move time from their terminal leave bank to their compensatory bank in the first week of each calendar quarter, each year, or more frequently if approved by the Chief of Police.

(D) Officers on terminal leave shall be included in the overtime list for vendor details pursuant to Article IX. Officers on terminal leave are not entitled to any Borough-paid overtime.

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As to Articles XVI and LIV

As set forth in Section 16.02, Employees covered under this Agreement shall be entitled to such further paid holidays as may be declared from time to time by the President of the United States. On June 17, 2021,

President Joe Biden signed the Juneteenth National Independence Day Act, making Juneteenth an American federal holiday with legal observance. As a result, each Employee covered under this Agreement, in addition to the 104 paid holiday hours set forth in 16.01, shall receive one (1) additional paid holiday (5-2 Schedule employees will receive (1) 8 hour paid holiday and Pitman Schedule employees will receive (1) 12 hour holiday) to begin in the year 2021. Article 54.04 shall reflect a total of one-hundred twelve/ one-hundred sixteen (112/116) hours of Holiday time, 56 hours per year which can be cashed out. Any remaining hours that cannot be cashed out and do not amount to a full shift will be allowed to be paired with Kelly/Comp time to make a full shift. Any holiday time combined with Kelly/Comp time to create a full shift must be used by the end of the year in which it is accrued.

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As to the Military Leave Policy applicable to all Borough Employees

The parties agree that the Military Leave Policy set forth in the Borough's Personnel Policies and Procedures Manual shall be deemed effective for the entire PBA on January 1, 2022. A copy of that Military Leave Policy is attached hereto as Exhibit A.

EXHIBIT A

MILITARY SERVICE LEAVE POLICY:

The Borough provides military leave in accordance with applicable State and Federal law. In all cases involving military leave, the Employee must, as soon as possible, provide his or her Department Head with a certificate verifying the call to military duty prior to beginning the military leave.

Organized Militia. Any permanent or full-time temporary officer or Employee, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other affiliated organization, including the National Guard of other states; shall be entitled to a leave of absence without loss of pay or time on all work days on which he or she is engaged in any period of Federal active duty, up to thirty (30) work days in any calendar year. A military leave of absence is in addition to the Employees' regular vacation or other accrued leave.

Any leave of absence for such duty in excess of thirty (30) work days will be without pay but without loss of time. A full-time temporary officer or Employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time.

New Jersey Organized Militia. New Jersey's organized militia consists of the National Guard (Army and Air), the Naval Militia, and the State Guard. Any permanent or full-time officer or Employee who is a member of the New Jersey organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to a leave of absence without loss of pay or time on all days during which he or she shall be engaged in State or Federal active duty, up to ninety (90) work days in any calendar year.

Any leave of absence for such duty in excess of ninety (90) work days will be without pay but without loss of time. A full-time temporary officer or Employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time.

Reinstatement. To be reinstated by the Borough without loss of privileges or seniority, the Employee must report for duty with the Borough within the time required by law following release from active duty under honorable circumstances.

In accordance with legal requirement, Employees who take military leave are required to:

- Provide the Borough with proper notice of the leave;
- Apply for reinstatement within the time required by law;
- Have a creditable military record including completion of all required training and fulltime service and be discharged under honorable conditions.

On return from a military leave of absence, the Employee will be reinstated as required by law. See The Uniformed Services Employment and Reemployment Act ("USERRA"). Failure to comply with the requirement enumerated above or as required by law will jeopardize an Employee's reemployment rights.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

WITNESS/ATTEST:

BY: Frances Scordo

Frances Scordo
Borough Clerk

BOROUGH OF MONTVALE

BY: Michael Ghassali

Michael Ghassali
Mayor

WITNESS/ATTEST:

BY: William M. Lee

PBA LOCAL 303 (MONTVALE UNIT)

BY: [Signature]