

**COLLECTIVE BARGAINING
AGREEMENT**

**BETWEEN
MOUNT LAUREL COMMUNICATIONS
OPERATORS ASSOCIATION
AND
THE TOWNSHIP OF MOUNT LAUREL
JANUARY 1, 2005- DECEMBER 31, 2008**

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MT. LAUREL FINANCE

PREAMBLE

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PREAMBLE

This Agreement made by and between Mount Laurel Township (hereinafter referred to as the "Township") and the Mount Laurel Communications Officers Association (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

A. The Township, pursuant to Public Employment Relations Commission, Docket Number 87-151, recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining negotiations for the employees of the Township employed as full time Police Radio Dispatchers by the Mount Laurel Police Department, excluding all part-time employed Police Radio Dispatchers, Managerial Executives, Police, Confidential employees and all other employees employed by the Township of Mount Laurel.

B. The title of Police Radio Communications Officer and Senior Police Radio Communications Officer shall be defined to include the plural as well as the singular and to include males and females.

C. Pursuant to the New Jersey Department of Personnel, the title of Police Radio Communications Officer shall also include the titles of Public Safety Telecommunications Operator, Communications Operator and Police Radio Dispatcher and shall have the same meaning for the benefit of this and future agreements.

D. Pursuant to the New Jersey Department of Personnel, the title of Senior Police Radio Communications Officer shall also include the titles of Senior Public Safety Telecommunications Operator, Senior Communications Operator and Senior Police Radio Dispatcher and shall have the same meaning for the benefit of this and future agreements.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of the Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but not limiting the generality of the foregoing, the following rights;

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees subject to the provisions of the Department of Personnel and the Township policies and procedures, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to Department of Personnel and Township policies and procedures.

B. The exercise of the foregoing powers, rights authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the Laws of the State of New Jersey and of the United States.

ARTICLE III

MAINTENANCE OF OPERATIONS (NO STRIKE/NO LOCKOUT PLEDGE)

A. It is recognized by the Township and by the Communications Officers Association that the need for continued and uninterrupted operation of the Township is of paramount importance to the citizens of the Township of Mount Laurel, in the County of Burlington and the State of New Jersey, and that there should be no interference caused by the Communications Officers Association with such operation.

B. The Communications Officers Association covenants and agrees that during the term of this Agreement neither the Communications Officers Association, nor any person acting on its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his or her position, for stoppage of work or abstinence in whole or 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. The Communications Officers Association agrees that such action would constitute a material breach of this Agreement.

C. The Association covenants and agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, and that the Association will publicly disavow such action and advise all such members immediately and to return to work. The Association agrees that it will not support or participate in any of the aforementioned activities engaged in by other employee or group of employees of the Township.

D. In the event of a strike, slowdown or walkout, it is covenants and agreed that the participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for discipline up to and including termination of employment of such employee or employees with due process.

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 or both, in the event of such breach by the Communications Officers Association or its members.

F. The Township agrees it shall not engage in any lockout of any department personnel during the term of this Agreement.

ARTICLE IV

SEPARABILITY CLAUSE

If any part of this Agreement is nullified through an act of the Legislature or Court decision, all other parts of this Agreement shall remain in full force and effect.

ARTICLE V

LAYOFF AND RECALL

Any formal layoff proceeding taken or initiated by the Township will be done on the basis of seniority in accordance with the New Jersey Department of Personnel.

ARTICLE VI

LEAVE OF ABSENCE

A. The Chief of Police with the Township Manager's concurrence, may grant in writing a request for leave of absence without pay for periods not to exceed one hundred eighty days. Upon termination of the leave of absence, the Township shall reinstate the employee into his/her prior position with the same seniority and at the existing rate of pay for the position. The Chief of Police, with the concurrence of the Township Manager may grant an extension of leave of absence for up to an additional one hundred eighty days without pay.

B. An employee requesting a leave of absence, must submit in writing, to the Chief of Police his or her request, no later than thirty (30) days prior to the effective date of absence, except in cases of extreme emergencies.

C. The Township shall respond in writing to a request for leave of absence within fifteen (15) days of notification.

ARTICLE VII

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post of duty of an employee because of illness, accident or exposure to contagious disease, which shall include immediate family members. Immediate family members shall include spouse, child, parent, brother or sister.

B. All permanent employees, or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years or permanent and/or provisional service.

C. Sick leave pay shall be based upon the individual employee's regular straight time daily rate of pay for the day or any part of the day for which he or she is absent from work due to illness, accident or contagious disease.

D. In the event of illness, accident or exposure to contagious disease requiring absence from work, such leave benefits shall commence on the first workday absent.

E. Sick leave shall be payable only with respect to a workday on which the employee would otherwise have worked, and shall in no event apply to any employee's scheduled day off, holiday, vacation, leave of absence, or to any day for which the employee has received full pay from the Township.

F. In case of leave for sickness due to exposure to contagious disease, a certificate from the employee's treating physician may be required at the employee's expense.

G. The Township may require that a licensed physician examine an employee who has been absent because of personal illness, as a condition of his return to duty. Such examination shall establish whether the employee is capable of performing his normal duties and whether his return will jeopardize his health, the health of the other employees, or the health of the public. Such exam will be at the employee's expense.

H. Members of the Association shall receive during the first year of service one (1) working **day of sick leave** with pay for each month of service. After completion of the first year of service, employees under this Agreement shall be entitled to 15 sick days with **pay per year**.

I. Any and all unused sick leave shall accumulate through the years of service, except those sick days that are sold back to the township.

J. Sick day buyback: An employee may sell back to the Township, at current pay rate, up to 10 sick days from the current year allotment, provided said employee will maintain a minimum balance of 30 sick days after the proceeding year allotment is added in.

K. Any employee covered under this agreement retiring with at least 10 years of service may sell back unused accumulated sick time, up to a maximum of 30 days or 50%, whichever is less.

ARTICLE VIII

FUNERAL LEAVE

- A. Bereavement leave, without loss of pay shall be granted to employees covered under this Agreement for death in the family for up to a maximum of two (2) consecutive days and death in the immediate family up to a maximum of five (5) consecutive days. For the purpose of this article, death in the family is defined as aunt, uncle, cousin and in-laws. Death in the immediate family is defined as child, spouse, parent, grandparent, brother and sister.
- B. Time off with pay, as provided in this Article, is intended to be used for the purpose of handling necessary arrangements and the attendance of the funeral.
- C. Any additional necessary leave is to be approved by the Chief of Police and shall be granted for good cause.

ARTICLE IX

MATERNITY LEAVE

- A. Maternity leave shall be granted for up to one (1) year without pay, provided the notification for such leave is submitted no later than the end of the fourth (4th) month of pregnancy. This leave shall be in addition to the employees accumulated vacation leave.
- B. The Township shall continue health and prescription benefits on said employee when leave of absence is due to pregnancy, provided the employee bears all cost of the benefit. Upon completion of the leave of absence, the employee shall be reimbursed with what would have been the Township's contribution; provided the employee returns to work and remains for a minimum of 90 days.
- C. The Township shall reinstate the employee to her prior position upon completion of the maternity leave at the existing rate of pay.

ARTICLE X

HOLIDAYS

A. Personnel assigned to the Communication Division for all listed holidays occurring during that assignment and employment shall be paid for said holidays on the last pay period in the month of November.

B. The holidays shall be:

- New Years Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve
- Christmas Day
- One (1) floating holiday

ARTICLE XI

PERSONAL TIME

A. Each employee covered under this Agreement shall be entitled to thirty-two (32) personal hours each year after the employee completes one (1) full year of continuous service.

B. All personal time must be requested pursuant to Departmental policies regarding the formal filing of vacation requests. Personal time requested and taken shall be at the employee's straight hourly rate.

C. No personal time shall be cumulative from year to year. All personal time not taken by the employee during the calendar year shall be lost as of the anniversary date of appointment. 7

ARTICLE XII

VACATIONS

A. Employees covered under this Agreement shall be entitled to paid vacations during each year of service according to the following schedule:

1. Less than one (1) year of service, one (1) day per month of service; to not exceed ten (12) days a year
2. First year through the second year of service, twelve (12) days a year
3. Second year through the tenth year of service, thirteen (13) days a year
4. Eleventh year through the fifteenth year of service, sixteen (16) days a year
5. Sixteenth year through the twenty years of service, nineteen (19) days a year
6. Twenty years plus twenty-two (22) days a year.

B. To be eligible for vacations and vacation pay, an employee must have worked or been on the payroll for at least six (6) months.

C. If two or more employees request the same period as vacation, the Township shall give preference, subject to manning and operational needs, in order of seniority.

D. Vacation time may be carried over to the succeeding year with the approval of the Chief of Police. ?

E. It shall be guaranteed that a member of this agreement will be entitled to one week of vacation between memorial day and labor day

F. 1 vacation day shall equal 8 hours of vacation time.

ARTICLE XIII

TRAINING TIME

A. Employees who are required to participate in additional training beyond the regular work day, as determined by the Chief of Police, shall receive the overtime rate of pay for any and all hours spent in training. The overtime rate shall be one and one half (1 1/2) times the employee's regular hourly rate of pay.

ARTICLE XIV

SALARY

A. Effective January 1, 2005 the annual salary for Communications Operators will be as follows:

STEPS	YEARS			
	2005	2006	2007	2008
1	\$28,477	\$29,616	\$30,801	\$32,032
2	32,648	33,954	35,312	36,724
3	36,129	37,574	39,077	40,640
4	38,827	40,380	41,996	43,675
5	39,990	41,590	43,253	44,983
6	41,191	42,839	44,553	46,335
7	42,433	44,130	45,896	47,732

B. Any communication operator who has been in step 4 for at least 1 year prior to January 1, 2005 will move to step 5. All provisions of step increases as in the previous contracts will remain in effect.

C. All Communication Operators hired from January 1, 2005 through December 31, 2008 will be salaried at no less than Step 1.

D. Movement to successive steps will occur on an annual basis for all personnel and will be based on a satisfactory evaluation.

1. Members hired between January and June (inclusive) of a calendar year will become eligible for a merit increase effective January 1 of the following calendar year and every year thereafter

2. Members hired between July and December 31 (inclusive) of any calendar year will become eligible for a merit increase effective July 1 of the following calendar year and every year thereafter.

E. Effective January 1, 2005 the annual salary for Senior Communication Operator Shall be:

STEPS	YEARS			
	2005	2006	2007	2008
1	\$44,823	\$46,616	\$48,481	\$50,420
2	45,987	47,826	49,739	51,729
3	47,152	49,038	50,999	53,039
4	48,315	50,248	52,258	54,348

F. Deleted

ARTICLE XV

SHIFT DIFFERENTIAL PROVISION

- A. Members of the bargaining unit working the evening (3rd) shift shall receive 2% shift differential (1.02)
- B. Members of the bargaining unit working the midnight (1st) shift shall receive a 3% shift differential. (1.03)
- C. The appropriate shift differential shall apply to all hours worked when the employee's regular schedule is a shift calling for a differential. In the event that an employee is called in on a day off, he/she shall be paid based upon the shift called to, including differential if applicable.
- D. If an employee's regular scheduled shift overlaps the differential hours, differential pay will be paid for all hours worked during the time covered by shift differential.

ARTICLE XVI

OVERTIME AND MEAL BREAK

A. Employees covered under this Agreement who work more than forty (40) hours in any one (1) week shall be paid for those overtime hours at the overtime rate of one and one half (1 1/2) the employee's straight hourly rate of pay.

B. Double time will be paid for all hours worked after eight (8) hours of continuous overtime.
Double time will be paid for all time worked after 16 continuous hours worked.

C. Conditions and personnel permitting, each employee shall receive a one (1) hour meal break for each eight (8) hours worked.

D. Employees covered under this agreement who are recalled to duty shall receive a minimum guarantee of 2 hours compensation at the overtime rate, provided said recall is not immediately before or immediately after the employee's normal shift. The township shall have the right to retain the employee for the minimum time period.

callback
min.
2 hrs
@ OT.

E. Once a full-time employee is scheduled for overtime the shift can not be taken by a part time employee unless the full-time employee volunteers to be relieved from his or her overtime assignment.

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ARTICLE XVII

LONGEVITY

- A. All full time permanent employees covered under this Agreement shall receive longevity pay as hereinafter provided.
- B. Longevity pay shall be as follows:
1. \$1,000.00 after ten (10) years of continuous service
 2. \$1,500.00 after fifteen (15) years of continuous service
 3. \$2,500.00 after twenty (20) years of continuous service
 4. \$3,000.00 after twenty-five (25) years of continuous service.
- Change*

ARTICLE XVIII

PAY PERIODS

- A. Wages shall be due and payable in accordance with Township policy.
- B. With each paycheck, employees shall be provided with a statement of gross earning and an itemized statement of all deductions made for any purpose.
- C. Any and all overtime worked shall be paid in a separate check other than the employee's regular paycheck.

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ARTICLE XIX

MEDICAL BENEFITS

A. The Township assumes the full cost of the health care coverage which is U.S. Healthcare Patriot X Plan or HIP \$10 co-pay for current employees.

B. The Township will assume 50% of the cost of optional dental, optical and prescription plans with the employee paying the remaining 50% through payroll deduction. The Township shall make the arrangements necessary to maintain the plans in effect at coverage levels equivalent to those now in force.

C. The Township will assume full cost of coverage set out in Item A of this Article for the following classes of employees and/or their families:

1. Families of deceased members of the Association whose death arose out of and in the course of employment within the meaning of the New Jersey Workers Compensation Act.

2. Retired members and their families in the event that retirement was based upon disability arising out of and in the course of employment within the meaning of the New Jersey Workers Compensation Act.

D. In the event of any changes in medical coverage, members covered under this agreement shall receive the same medical benefits provided to employees covered under the current Mount Laurel Police Officers Association contract.

ARTICLE XX

UNIFORM AND MAINTENANCE ALLOWANCE

A. Each employee covered under this Agreement shall receive an annual sum of Four Hundred and Fifty Dollars (\$450.00) for maintenance of uniforms and/or clothing allowance.

ARTICLE XXI

RETROACTIVELY

A. All wages or economic benefits shall be retroactive to January 1, 2005 for all employees on

the payroll at the time of signing of this agreement.

ARTICLE XXII

SERVICE RECORDS

Once a year during normal working hours, all employees covered under this Agreement shall be permitted to review their personnel files. Employees must give at least three (3) working days notice to the proper office.

ARTICLE XXIII

TRAVEL

In the event an employee covered under this Agreement is required to use his or her personal vehicle for Township Business or to attend any training schools assigned, he/she shall be reimbursed at the current federal allowance rate per mile.

ARTICLE XXIV

JURY DUTY

A. Any employee who loses time from his job because of jury duty as certified by the clerk of the court, shall be entitled to be paid by the Township the difference between his daily base rate of pay and the daily jury fee subject to the following conditions:

1. The employee must notify his supervisor immediately upon receipt of a summons for jury duty;
2. The employee must not have voluntarily sought jury service.
3. The jury duty must occur on a scheduled workday of the employee;
4. On a given day, if an employee is attending jury duty and is released by the court prior to eleven o'clock AM, he/she shall be required to return to work by twelve thirty PM that day in order to receive pay for that day.

ARTICLE XXV

COURT DUTY

A. COUNTY COURT - Employees who are required to appear in County Court in connection with their job duties on their time off shall be paid at the rate of one and one half (1 1/2) times their straight rate of pay for any and all time spent in County Court.

B. MUNICIPAL COURT - Employees who are required to appear in Mount Laurel Municipal Court to hear a case in connection with their job duties on their time off shall be paid at the rate of one and one half (1 1/2) times their straight rate of pay for any and all time spent in Municipal Court. The Township will make reasonable efforts to schedule Municipal Court appearances when the employee is regularly scheduled for duty.

ARTICLE XXVI

AGENCY SHOP

A. During the term of this Agreement all non-member employees in the collective bargaining unit represented by the Association shall be required to pay the Association a representation fee in lieu of dues for services rendered by the Association. The representation fee shall be the maximum amount authorized by law. Once a month the Association shall submit to the Township a list of those employees which it claims are non-members of the Association and the amount of dues claimed for each person and give notice to each employee named thereon that the claimed representation fee will be deducted from the employee's pay. Within thirty (30) days after receipt of said list, the Township will begin deduction of the claimed presentation fee from the pay thereafter due to the employees named on the list, in equal installments and will transmit the amount so deducted to the Association all in the same manner as membership dues deductions for Association member are customarily handled.

B. It is understood and agreed that the Township shall have no duty or responsibility to determine membership or non-membership of any employee in the Association or to verify the accuracy of any claim for representation fee submitted by the Association. In consideration of the Township making the deduction herein provided for, the Association hereby indemnifies and saves the Township harmless from and against any and all claims, demands, proceeding, actions, suits, damages, costs and fees and all forms of liability to any employee or otherwise that arise out of or by reason of action taken by the Township pursuant to the provisions of this Article.

ARTICLE XXVII

JUST CAUSE PROVISION

No employee covered under this Agreement shall be discharged, disciplined, reprimanded, reduced in rank and compensation, or deprived of any occupational advantage, or given an adverse evaluation of his or her services without just cause. Any such action asserted by the Council, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE XXVIII

GRIEVANCE PROCEDURE

A. Purpose:

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of the employee having a grievance to discuss this matter informally with any appropriate member of the department supervisory staff and having the grievance adjusted without the intervention of the Association.

B. Definition:

The term "grievance" as used herein means any controversy arising over the interpretation, application or violation of policies, agreements and administrative decisions affecting the terms and conditions of employment covered under this Agreement and may be raised by an individual, the Association at the request and on behalf of an individual or group of individuals, or the Township.

C. Contents of a grievance:

The written statements made by an aggrieved party in a grievance shall:

1. Specifically state the essential facts constituting the controversy;
2. State the relief sought.
3. Contain a concise procedural history of the grievance including any decisions that may have been rendered or actions that may have been taken in previous steps.

D. Steps of the grievance procedures:

The following constitutes the sole and exclusive method for resolving a grievance between the parties covered by this Agreement, with the exception of a Township initiated grievance which will proceed in accordance with Section E hereafter.

The following steps (1 through 5) shall be followed in its entirety unless any step is waived, in writing by mutual consent of the parties, in all cases other than Township initiated grievances;

The failure to proceed in a timely way to the next step of a grievance is a conclusive presumption of the abandonment of the grievance. Failure to respond in a timely way to the next step of a grievance by any party is a conclusive presumption that the relief sought is granted.

An extension of time to file or respond to a grievance will be considered if the request for an extension is filed in writing stating the reason for the request. If the extension is granted, the extension shall be limited to the same number of days originally allowed for response at the relevant step. If the extension is not granted, the period will be extended from the time period between receipt of the request and delivery of the response to the parties actually involved.

Step One: The aggrieved party shall institute action by filing a written statement to his immediate supervisor. This shall be done no later than ten (10) days after the event-giving rise to the grievance. An earnest effort shall be made to settle the differences between the aggrieved party, within ten (10) days of the filing of the grievance.

Step Two: If the aggrieved party is not satisfied with the handling or the results of the grievance at the First Step and such grievance concerns the interpretation, application or alleged violation of this Agreement only, the aggrieved party may make written request for a Second Step meeting within five (5) calendar days after the answer is received from the aggrieved party(s) immediate supervisor as required in the First Step. The Chief of Police or his designee shall set a meeting within ten (10) calendar days after the written request for such Second Step meeting. Said Second Step meeting shall be between the Chief of Police and/or his designee, the aggrieved party and a representative of the Association, if such representative is requested to be present by the aggrieved party. The answer, in writing, by the Chief of Police or his designee shall be given to the aggrieved party and a copy of the same shall be forwarded to the Association within ten (10) calendar days after the meeting, in the event that a representative of the same was present at the Second Step meeting pursuant to the request of the aggrieved party.

Step Three: If the aggrieved party is not satisfied with the handling of the results of the grievance procedure at the Second Step, he may, within five (5) calendar days after the answer is received from the Chief of Police or his designee, notify, in writing, the Township Manager that he wishes to have said Township Manager rule on the grievance in question. A meeting shall be established within twenty (20) days after the Township Manager, or his designee, has received the request that the Township Manager rule on the matter. At such meeting, the aggrieved party may appear with a representative of the Association, if such representative is requested to be present by the aggrieved

party. The Township Manager or his designee's response to the grievance in this Third Step shall be delivered to the aggrieved party and a copy of the same shall be forwarded to the Association within ten (10) calendar days after the meeting, in the event that a representative of the same was present at the Third Step meeting pursuant to the request of the aggrieved party.

E. Township Grievances:

Grievances initiated by the Township shall be filed directly with the Association within ten (10) calendar days after the event giving rise to the grievance occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievances between the representatives of the Township and the Association in an earnest effort to adjust the differences between the parties. In the event the matter is not resolved, the Township may proceed to arbitration.

ARTICLE XXIX

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargain for issues, which were or could have been subject of negotiations. 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 either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXX

DURATION OF AGREEMENT

This Agreement shall be in full force and in effect as of January 1, 2005 and shall remain in effect up to and including December 31, 2008. All provisions of this Agreement shall remain in force and intact pending the ratification of a successor Agreement. This Agreement supersedes the previous Mt. Laurel Communication Operators Association dated January 1, 2001 through and including December 31, 2004.

ARTICLE XXXI

PART-TIME EMPLOYEES

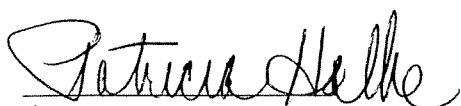
Whereas no other article in the agreement shall be applicable to part-time employees assigned to the Communications Unit. This article is strictly for clarification of agreed upon terms reference to part-time employees

Part-time employees will receive double time for all hours worked during any of the 12 Township recognized holidays.

Part-time employees salary will be decided by Township ordinance.

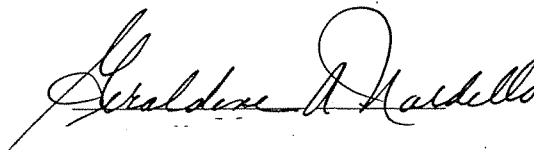
Part-time employees will not have a vote on any contract issues.

TOWNSHIP OF MT. LAUREL

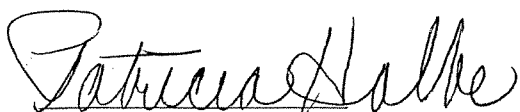


Attest:

8/23/05
Date

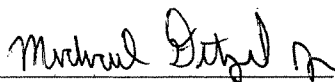


MOUNT LAUREL POLICE
COMMUNICATIONS OPERATORS
ASSOCIATION



Attest:

8/23/05
Date



Michael J Ditzel Jr.
Mt. Laurel C. O. A.