

AGREEMENT
BETWEEN

THE TOWNSHIP OF MOUNT LAUREL

AND

THE MOUNT LAUREL SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 2014 - DECEMBER 31, 2016

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ARTICLE 1
RECOGNITION

- A. The Township of Mount Laurel (hereafter referred to as "The Township") hereby recognizes the Mount Laurel Superior Officers Association (hereafter referred to as "MLSOA") as the exclusive collective bargaining agent for all sworn officers of the rank of Lieutenant and Sergeant employed by the Township of Mount Laurel.
- B. The titles of Lieutenant and Sergeant shall be defined to include the plural as well as the singular and to include males and females. Wherever appearing in this Agreement, reference to "Lieutenants and Sergeants" shall mean and include Detective Sergeants unless such reference is specifically qualified or limited by the clear sense of the associated contract language.
- C. "Member" shall mean members of the bargaining unit

SOA:  Township: 

ARTICLE 2
CHECK OFF OF DUES

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the MLSOA. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N. J. S. A. (R.S) 52:14-15.9e, as amended. The Township shall promptly remit monthly and all amounts so deducted, along with a list of such deductions to the Secretary of the MLSOA.
- B. If, during the life of this Agreement, there shall be any change in the rate of the membership dues, the MLSOA shall furnish to the Township new authorization from its members, showing the authorized deduction for each member. Said notice of change is to be made to the Township at least thirty (30) days prior to the effective date of such change.
- C. The MLSOA will provide the necessary check off authorizations and deliver them to the Township treasurer. The MLSOA shall indemnify, defend and save harmless the Township against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorizations submitted by the MLSOA to the Township.
- D. An employee covered by this Agreement serving as a duly authorized representative of the Fraternal Order of Police Lodge shall be entitled to leave to attend the FOP State and National Conventions, in accordance with N.J.S.A. 40A: 14-177.
- E. The State Trustee or Lodge President of the Fraternal Order of Police Lodge shall be granted time off from duty and shall suffer no loss of regular pay for all meetings of the New Jersey State Lodge, when such meetings take place at a time during which such Lodge representatives are scheduled to be on duty. Attendance at New Jersey State FOP meetings is limited to six times per year. The time excused is limited to travel time to meeting, meeting attendance, and travel from the meeting.

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ARTICLE 3
AGENCY SHOP PROVISION

A. During the term of this Agreement, all non-member employees in the collective bargaining unit represented by the MLSOA shall be required to pay the MLSOA a representation fee in lieu of dues for services rendered by the MLSOA. The representation fee shall be the maximum amount authorized by law. Once a month the MLSOA shall submit to the Township a list of those employees which it claims are non-members of the MLSOA 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 representation 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 MLSOA all in the same manner as membership dues deductions for MLSOA members are customarily handled .

B. It is understood and agreed that the Township shall have no duty or responsibility to determine membership of any employee in the MLSOA or to verify the accuracy of any claim for representation fee submitted by the MLSOA.

In consideration of the Township making the deduction herein provided for, the MLSOA hereby indemnifies and saves harmless the Township from and against any and all claims, demands, proceedings, 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 the Township pursuant to the provisions of this Article.

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ARTICLE 4
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States of America, including, but without limiting, the generality of the foregoing, and 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 New Jersey Department of Personnel, or succeeding agencies; 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 the Department of Personnel (or succeeding agencies), State of New Jersey laws.

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 Laws of New Jersey and of the United States.

ARTICLE 5
LAYOFF AND DISCHARGE

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

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ARTICLE 6
SEPARABILITY CLAUSE

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

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ARTICLE 7
MAINTENANCE OF OPERATIONS

A. The MLSOA covenants and agrees that during the term of this Agreement, neither the MLSOA, 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 their position or stoppage of work or abstinence in whole or in part, from the full and faithful performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The MLSOA agrees that such action would constitute a material breach of this Agreement.

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

C. The MLSOA will actively discourage and will take whatever affirmative action or steps necessary to prevent or terminate any strike, work stoppage, slowdown or walkout or other action against the Township.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek injunctive relief from damages in the event of such breach by the MLSOA or its membership.

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

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ARTICLE 8
SERVICE RECORDS

- A. Once a year during normal working hours, all members shall be permitted to review their personnel files. At least three (3) business days' notice will be given to the Township Manager's office.
- B. The members have the right to one (1) interview with the psychologist to review their psychological report at the expense of the Township. From the event of a subsequent psychological report, the members will be entitled to an additional interview with the psychologist at the expense of the Township.

ARTICLE 9
HOURS OF WORK

The parties understand and agree that the standard weekly work schedule for members requires the services of members continually throughout the seven (7) day week. The standard weekly work schedule for all members is included in this article. Members are assigned to the Operations Division or the Administrative Division.

A. Lieutenants assigned to other than the Operations Division, shall work a five (5) days on and two (2) days off schedule throughout the year. Lieutenants not assigned to the Detective Bureau or the Patrol Bureau shall work an eight and one-half (8.5) hour work day not to exceed eighty-four (84) hours per two week pay period.



B. Sergeants, assigned to the Administrative Division or Operations Division, but not Patrol or Detective Bureau, shall work a five (5) days on and two (2) days off schedule of four (4) eight and one-half (8.5) hour work days and one (1) eight (8) hour work day throughout the year. Sergeants, assigned to the Detective Bureau shall work a five (5) days on and two (2) days off schedule of five (5) eight (8) hour work days throughout the year.

C. Lieutenants and Sergeants assigned to the Operations Division, Patrol Bureau shall work a twelve (12) hour shift. Effective January 1, 2014 or as soon thereafter as determined by the Chief of Police, the twelve-hour shifts shall commence at 6:00 AM, and 6:00 PM. The start of shift time may be adjusted up to one hour prior to 6:00 AM, and 6:00 PM to ensure patrol coverage of the Township. The work schedule is based on a two (2) week schedule and shall consist of eighty-four (84) hours of work time. This work schedule shall remain as revised unless the Chief of Police establishes that the prior work schedule of 0700-1900 and 1900-0700 Monday, Tuesday, Friday, Saturday, Sunday, Wednesday, and Thursday is more efficient for the delivery of law enforcement service. If so, he has the discretion to return to the prior work schedule provided fifteen (15) days' notice is provided to the Association/members.

- Watch I (0600-1800) shall work Monday, Tuesday, Friday, Saturday, Sunday, Wednesday, Thursday.
- Watch II (1800-0600) shall work Monday, Tuesday, Friday, Saturday, Sunday, Wednesday, Thursday.
- Watch III (0600-1800) shall work Wednesday, Thursday, Monday, Tuesday, Friday, Saturday, and Sunday.
- Watch IV (1800-0600) shall work Wednesday, Thursday, Monday, Tuesday, Friday, and Saturday ay, Sunday.

D. The schedule rotation of Lieutenants and Sergeants will be the same as the Patrol Officers and Corporals assigned to the Operations Division.

E. In cases of planned restructuring of assignments involving five or more members of the Police Department, management will provide members at least fifteen consecutive days' notice of

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schedule change. Nothing herein shall preclude management from making immediate re-assignments in cases of national, state, or local emergencies.

F. Training Days

Effective January 1, 2014, all officers will be subject to participate in two (2) "training days" per year. Each training day shall be established by the Chief of Police at least ninety (90) days in advance of the training and there shall be at least two (2) days set for each training session so as to permit officers on-duty or on leave to attend the training session. Officers will receive two (2) compensatory work days as compensation for the training days. These compensatory days shall be scheduled and handled as vacation leave. This compensatory time will be afforded the officer in advance in anticipation of participation in the training days. If an officer is unable to participate in any or all of the training days, unless the non-participation is caused by the officer being on military leave, maternity leave, personal leave, Family and Medical Leave Act, medical/sick leave or suspension, or vacation leave where the officer's non-participation is approved by the Police Chief, in which the officer will only lose the leave time for the missed training day. As under the vacation leave procedure, the use of compensatory time cannot cause overtime upon selection.

G. Exchange of Tours

1. Discretionary Grant. The Chief of Police or his designated representative, at their sole discretion, shall grant reasonable requests of employees to exchange tours of duty with other members. Trades by officers may be done with any other sworn member, provided the request is with the mutual consent of both employees involved.
2. Departmental Effectiveness. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would diminish the effectiveness of the Police Department or the efficiency of the operations.
3. Overtime. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would entitle either employee to receive patrol overtime paid by the Police Department.
4. Effect of Sick Call. In the event that any officer who exchanges a tour of duty with another officer who fails to report to duty or call in that he is sick, the officer scheduled for replacement will be considered on sick leave for the amount of time absent. Any abuse may be subject to disciplinary action.

ARTICLE 10
BASE PAY

A. Effective January 1, 2014, only designated officers with rank of Lieutenant (Lieutenant C), Detective Sergeant (Detective Sergeant D) and Sergeant (Sergeant D) shall continue to receive the wage associated with that step. These steps shall as shown in Schedule A, shall be increased by 1.75% in 2014, 0.0% in 2015, and 0.0% in 2016. Upon promotion or retirement of all officers in that step, the step will be eliminated. Upon promotion, officers will be placed at a step where they do not receive less wage than they make prior to the promotion.

1. Although the wages are specifically established, Lieutenant B was initially established at \$28,000 over Step 19 and thereafter as shown in Schedule A, an increase of 0.8% in 2014, 0.8% in 2015, and 0.8% in 2016; Detective Sergeant C was initially established at fifteen (15%) over Step 19 and thereafter as shown in Schedule A, an increase of 0.8% in 2014, 0.8% in 2015, and 0.8% in 2016, Sergeant C was initially established at fifteen (12%) over Step 19 and thereafter as shown in Schedule A, an increase of 0.8% in 2014, 0.8% in 2015, and 0.8% in 2016.

2. Sergeants Howell, Gripp, and/or Logan are slotted to Sergeant Special as shown in Schedule A. Should Sgt. Howell, Gripp, and/or Logan be promoted to Detective Sergeant. They will receive a three percent (3.0%) wage increase for the term of this contract. Should Sgt. Jones be promoted to Det. Sgt. He would receive no more than what Sgt. Howell, Gripp, and/or Logan would be entitled to for the term of this contract if they had been promoted to Detective Sergeants

3. All officers employed by the Township on the execution date of this Contract shall be slotted in a step and receive annual increase as shown in Schedule B.

B. Any officer promoted shall be immediately moved to a step within that promotional title that would not pay the officer less than they made prior to the promotion. If an officer is promoted on or after January 1st through June 30th, they will progress to the next step on the following January 1st. However, if the officer is promoted on or after July 1st, they will not progress to the next step until the January 1st after completing at least a full twelve (12) months.

C. Effective January 1, 2014, members will receive the wage shown in Schedule A on January 1st of each calendar year.

D. Whenever it shall be necessary to determine an hourly rate, the hourly rate for a (twelve (12) hour or eight and half (8.5) employee) shall be computed by dividing the appropriate annual salary by 2184.

E. Whenever it shall be necessary to determine an hourly rate, the hourly rate for a (eight (8) hour employee) shall be computed by dividing the appropriate annual salary by 2080.

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- F. All payments will be made electronically via direct deposit and paid bi-weekly.
- G. Personnel promoted to the rank of Lieutenant or Sergeant between January 1 and June 30 (inclusive) of any calendar year will become eligible for a merit increase effective January 1 of the following calendar year and each year thereafter. Personnel promoted to the rank of Lieutenant or Sergeant between July 1 and December 31 (inclusive) of any calendar year will become eligible for a merit increase effective July 1 of the following calendar year and each year thereafter.
- H. Effective October 1, 2008, Salary Guides shall be modified for members working the eighty-four hour, per two week, schedule to include the supplemental payment for the one hundred and four (104) hours per year additional work time created by the work schedule and paid throughout the year as a component of base compensation for all calculation purposes. It is agreed that payment for these hours is paid at straight time as reflected in the Salary Guide.
- L. The Township may elect to change from weekly to bi-weekly pay periods and/or may institute electronic payment of payroll.

ARTICLE 11
POLICEMEN'S BILL OF RIGHTS

The parties agree to follow and adhere to the laws, regulations and rules of the State of New Jersey and the New Jersey Attorney General Guideline.

ARTICLE 12
COMPENSATION FOR WORK IN HIGHER GRADE

Whenever a member is directed to accept responsibility for work done by an officer in a higher grade, the member shall be compensated at the rate the member would earn in the next higher rank. Merely performing work occasionally or normally done by a higher-ranking officer will not entitle the member to higher pay unless there are additional responsibilities. Anything to the contrary herein notwithstanding, no lead officer shall be entitled to any compensation under this article.

ARTICLE 13
OVERTIME

A. Lieutenants will not receive compensation for overtime worked. The Chief of Police will make a reasonable effort to ensure Lieutenants shall not work beyond their normal work shift.

B. Sergeants, who work beyond their normal work schedule, shall receive overtime as described above. Detective Sergeants are specifically excluded from receiving overtime payments, except when Detective Sergeants are assigned by the Chief of Police or his/her designee, to perform duties not normally assigned to sworn Detective Bureau members, in which case they shall be paid overtime in accordance with the provisions of this article. Compensation for overtime worked by Sergeants and/or payment in lieu of overtime shall be in accordance with the following:

1. Overtime at the rate of time and one-half will be paid for hours worked in excess of the regularly scheduled workday, including all court time,

2. All overtime shall be approved by the Chief of Police, or his /her designee and lost time due to on-the-job injury will not be counted against the employee for purposes of overtime computation.


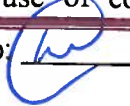
3. Compensatory Time.

At the police officer's request and with the approval of the Police Chief or designee, overtime may be paid either by payment or by compensatory time at time and one-half the number of hours worked. Compensatory time off may be utilized only with the prior approval and at the sole discretion of the Police Chief or his designee, except that compensatory time earned for "training days" as set forth in Article 9 shall be subject to the provisions under that Article.

4. All compensatory time shall be utilized in the year in which it is earned and may not be carried into the next succeeding year. If the officer is not able to use their earned compensatory time within the calendar year for any reason, the officer will be paid for the said compensatory at the officer's rate at the time the compensatory time was earned. The officer must notify the Chief or designee by October 1st if their compensatory time will not be used.

C. Members assigned on-call duties by the Chief of Police, or designee, shall be assigned a Township motor vehicle for the purpose of responding to and from work to conduct Township Police business. The members assigned a Township motor vehicle are permitted to drive home in their regularly assigned Township owned vehicle, and may use it to return to duty. No unofficial use of such vehicle is permitted with the exception that the member on call may use it during the hours he is subject to being called to duty. Members not subject to on-call duty responsibilities shall not be entitled to drive home their assigned Township vehicle, unless authorized by the Chief of Police or his designee.

D. Lieutenants shall receive five (5) days compensatory time will be given annually to members assigned to on-call duty responsibilities for four (4) months, because of their standby time. If scheduling precludes use of compensatory time, the member will be paid the value of any

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unused days at straight time rates. If standby time is reduced or increased based on the above schedule, the compensatory time will be reduced or increased pro-rata. Five (5) days compensatory time will be given annually to Detective Sergeants, because of their standby time established as one stand-by assignment every five (5) weeks. If scheduling precludes use of compensatory time, the detectives will be paid the value of any unused days at straight time rates. If standby time is reduced or increased based on the above schedule, the compensatory time will be reduced or increased pro-rata.

E. Members working outside Traffic Control or Extra Duty Assignments are considered working the eight (8) hour schedule regardless of their normal work schedule.

1. If the member's traffic control or extra duty assignment is canceled within eight (8) hours from the start of the service, then the member will be paid for a minimum of two (2) hrs. The member is not required to work those two (2) hours to get compensated.
2. If the member's traffic control or extra duty assignment is canceled after they report to the assignment, they will receive a minimum of four (4) hours so long as they consent to a regular law enforcement assignment as determined by the Chief. Should the officer not consent to work, they may be relieved but will not receive the minimum compensation, but only the hours actually worked.
3. Once the traffic control or extra duty assignment has commenced, the member will be compensated for hours worked within the next full pay period.
4. Effective January 1, 2014 or execution of this contract, whichever is later, the hourly rate for Traffic Control or Extra Duty Assignments shall be determined by the referenced formula¹. The hourly rate for non-law enforcement Traffic Control or Extra Duty assignments for the Township of Mount Laurel or entities under their authority, shall be next lowest denominator of Five (\$5.00) Dollars based on the said formula. The hourly rate for non-law enforcement Traffic Control or Extra Duty Assignments for all other public or non-public entity shall be next lowest denominator of Five (\$5.00) Dollars based a factor of time and one-half over the hourly rate established by the said formula.

A. For the term of this Agreement, the hourly rates for Traffic Control or Extra Duty Assignments shall be as follows:

	<u>Mount Laurel</u>	<u>Non-Mount Laurel</u>
2014	\$55.00	\$85.00
2015	\$55.00	\$85.00
2016	\$55.00	\$85.00

¹ The formula to determine the hourly rate for Traffic Control or Extra Duty Assignments for public entities median of the annual wage for Lieutenant and Top Patrol and dividing that figure by 2080 hours. [Ex. Proposed 2014 wages; Lieutenant = \$134,524, Step 19 = \$106,300. Formula: \$134,524+\$106,300 equals \$240,824 divided by two (2) equals \$120,412 and then divided by 2080 equals \$57.89 per hour.

ARTICLE 14
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 possible.
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 MLSOA.

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 MLSOA, 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 Procedure

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 or a SOA initiated grievance, which will proceed in accordance with Section F.

The following steps (1 through 4) shall be followed in their entirety unless any step is waived in writing, by mutual consent of the parties, in all cases other than a Township initiated grievance or a MLSOA initiated grievance; the failure to proceed in a timely way to the next step of a grievance is a rebuttable presumption of the abandonment of the grievance. Failure to respond in a timely fashion to the next step of a grievance by a party is rebuttable presumption that the relief sought is granted. An extension of time to file or respond to 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.

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Step One: The aggrieved party shall institute action by filing a written statement to his/her immediate superior. 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 involved parties within ten (10) days of the filing of the grievance. If Lieutenants have a grievance involving their immediate superior regarding his/her policies, they will follow this first step by filing a written statement to the Chief of Police. If Sergeants have a grievance involving a Lieutenant, they will file a written statement directly to the Deputy Chief of Police.

Step Two: If the aggrieved party is not satisfied with the handling or the results of the grievance at Step #1, and such grievance concerns the interpretation, application or alleged violation of this Agreement only, the aggrieved party may make a written request for a Step #2 meeting within ten (10) calendar days after the answer is received from the aggrieved party's immediate superior as required in Step #1. The Chief of Police, or his/her designee, shall set a meeting within ten (10) calendar days after the written request for such Step #2 meeting. Step #2 meeting shall be between the Chief of Police (and/or designee) and the aggrieved party and a representative of the MLSOA (if such representative is requested to be present by the aggrieved party). The answer, in writing, of the Chief of Police (or his/her designee) shall be given to the aggrieved party within twenty (20) calendar days after the meeting. In the event that a representative of the MLSOA was present at the Step #2 meeting, pursuant to the request of the aggrieved party, a copy shall be provided to the MLSOA.

Step Three: If the aggrieved party is not satisfied with the handling or the results of the grievance procedure at Step #2, he/she may, within ten (10) calendar days after the answer is received from the Chief of Police (or designee), notify the Township Manager, in writing, that he/she wishes to have the Township Council Manager rule on the grievance in question. The Township Manager, or his/her designee, shall set a meeting within ten (10) calendar days after the written request for such Step #3 meeting. At such meeting, the aggrieved party may appear with a representative of the MLSOA, if such representative is requested to be present by the aggrieved party. The Township Manager's response to the grievance shall be delivered to the aggrieved party within twenty (20) calendar days after the meeting. In the event that a representative of the aggrieved was present at the Step #3 meeting, pursuant to the request of the aggrieved party, a copy of the Township Manager's response shall be forwarded to the MLSOA.

Step Four: If the e aggrieved party is not satisfied with the handling or the results of the grievance procedure at Step #3, he/she may, within ten (10) calendar days after the answer is received from the Township Manager (or designee), notify the Township Manager, in writing, that he/she wishes to have the Township Council rule on the grievance in question. A meeting shall be established within thirty (30) days after the Township Manager (or his/her designee) has received the request that the Township Council rule on the matter. At such meeting, the aggrieved party may appear with a representative of the MLSOA, if such representative is requested to be present by the aggrieved party. The Township Council's

response to the grievance shall be delivered to the aggrieved party within twenty (20) calendar days after the meeting. In the event that a representative of the aggrieved was present at the Step #3 meeting, pursuant to the request of the aggrieved party, a copy of the Township Council's response shall be forwarded to the MLSOA.

Step Five:

If the aggrieved party is not satisfied with the decision of the Township Council, such person may, within ten (10) calendar days, request in writing, that the matter proceed to arbitration. The arbitrator shall be chosen in accordance with the rules of the New Jersey Public Employment Relations Commission (PERC).

However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Township Council. In the event the aggrieved party elects to pursue the New Jersey Department of Personnel Procedures, the arbitration hearing shall be canceled, the matter withdraw from PERC and the MLSOA shall pay whatever costs may be incurred in processing the case to PERC.

E. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall further be bound by the laws of the State of New Jersey and of the United States. The Arbitrator shall not add to, modify, detract from or alter in any way the provisions of this Agreement. In rendering this written decision, the Arbitrator shall indicate his/her findings of fact and reasons for making his/her decision. The Arbitrator's findings will be binding on both parties to the contract.

F. Township Grievances

Grievances initiated by the Township shall be filed directly with the MLSOA within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between the representatives of the Township and the MLSOA 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.

G. MLSOA Grievances

Grievances filed on behalf of all members of the MLSOA, which are of a nature, determined by the Chief of Police, that they do not involve police operations that they could not be resolved by the normal grievance procedure will be filed directly with the Township Manager; within ten (10) days after the event giving rise to the grievance has occurred. The Township Manager, or his/her designee, shall set a meeting within ten (10) calendar days after the written request for such meeting.

Meeting shall be between the Township Manager or designee) and the aggrieved parties and/or a representative of the MLSOA. The answer, in writing, of the Township Manager (or his/her designee) shall be given to the MLSOA within twenty (20) calendar days after the meeting and additional time, as necessary, may be granted, subject to the written approval of both parties.

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If the MLSOA is not satisfied with the answer of the Township Manager the matter will proceed to Step Three and continue as outlined above until satisfactory result or Step Four.

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ARTICLE 15
(RESERVED)

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ARTICLE 16
HEALTH BENEFITS

A. The Township assumes the full cost of the health care coverage, said coverage shall be obtained through and administered by the New Jersey State Health Benefits Program.

B. PREMIUM CONTRIBUTION

1. Medical: Pursuant to P.L. 2011, c. 78, effective June 28, 2011, the amount of contribution to be paid by an active employee for medical benefits for the employee and any eligible dependent shall be either 1.5 percent of the employee's base salary or according to the contribution schedule attached as Schedule C, whichever contribution amount is greater.

2. Prescription: The amount of contribution to be paid by an active employee for prescription benefits for the employee and any eligible dependent shall be the greater of either fifty percent (50%) of the premium cost or the percentage of the premium as established by the contribution schedule pursuant to P.L. 2011, c. 78 (attached, Schedule C).

3. Base salary shall be used to determine what an employee earns for the purposes of this provision.

4. As used in this section, "cost of coverage" means the premium or periodic charges for health care and prescription benefits, provided pursuant to N.J.S.A. 40A:10- 16 et ., or any other law, by the Township of Mount Laurel. If the Employer is required by law to provide dental, vision or other healthcare benefits not otherwise heretofore provided, the "cost of coverage" shall include the premium or periodic charges for those additional mandated benefits as well and offset by the provision for dental coverage herein below.

5. Employees employed on January 1, 2014 or thereafter shall pay the year 4 contribution indicated in Schedule C upon hiring.

6. Employee contributions shall be made by way of pre-tax withholding of the contribution from the employee's pay, salary, or other compensation. Employees who waive coverage shall not be subject to contribution withholdings. **Withholdings shall be made by way of twenty-four (24) equal payroll deductions in a calendar year**, to the extent possible, in accordance with the Employer's customary payroll practices unless otherwise required by law.

7. Upon completion of the four (4) year schedule of payments pursuant to the provisions of P.L. 2011 c. 78, the statutory rates of contributions towards the cost of health insurance shall remain in effect subject to collective negotiations between the parties.

SOA:  Township: 

C. CO-PAYMENTS

1. Effective January 1, 2014, prescription co-payments shall be consistent with the rates set forth in the in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan as determined by the Township.
2. Effective January 1, 2014, employees shall be subject to all dollar co-payment requirements as set forth in the plans offered by the New Jersey State Health Benefit Program or a substantially similar plan as determined by the Township.

D. DEPENDENT COVERAGE

1. Coverage for dependents shall be included in all health and prescription plans for eligible members.
2. The Employer shall make dependent coverage available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.
3. Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees may elect to enroll their dependent to age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection and Affordable Care Act and regulations promulgated thereunder. Dependents that are permanently disabled will remain covered during the life of the employee.
4. "Civil union partners" and "domestic partners" of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits.

E. DENTAL COVERGAGE

The amount of contribution to be paid by an active employee for costs of Dental Plan and Prescription Drug Plan Benefits shall be the greater of either fifty percent (50%) of the premium cost or the percentage of the premium as established by the contribution schedule pursuant to P.L. 2011, c. 78 (attached, Schedule C).

1. The Township shall make necessary arrangements to maintain the plans in effect at coverage levels equivalent to those presently in force at the time of this Agreement until no later than December 31, 2005.
2. Not later than January 1, 2006, Dental Plan and Prescription Drug Plan insurance coverage's will be obtained and administered through the New Jersey State Health Benefits Program.

3. The MLSOA agrees to change co-payments for prescription drugs to \$1 co-payment for generic drugs and \$5 co-payment for brand name drugs as provided in SHBP.

F. The amount of contribution to be paid by an active employee for costs of the Optical Plan shall be the greater of either fifty percent (50%) of the premium cost or the percentage of the premium as established by the contribution schedule pursuant to P.L. 2011, c. 78 (attached, Schedule C).

G. The Township will assume the full cost of coverage set out in Subsection A and B of Article 16 for the following classes of employed and/or their families:

1. Families of deceased members of the Police Department whose deaths 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.
3. The Supplement Agreement signed between the MLSOA and Mount Laurel Township (Resolution #06-R-204) regarding prescription co-pay reimbursement for retired disabled members shall remain in effect.

G. Retirement:

1. The Township will assume the full cost of coverage set out in Subsection A of Article 16 and the Township will provide coverage for the Prescription and Dental Plan with the amount of contribution to be paid by the employee for this coverage shall be the greater of either fifty percent (50%) of the premium cost or the percentage of the premium as established by the contribution schedule pursuant to P.L. 2011, c. 78 (attached, Schedule C).
2. Members who retire from service under the provisions of the New Jersey Police & Fireman System shall have their medical/prescription coverage cease as follows:
 - a. For members hired on or before 12/31/85 - thirty-six (36) months after retirement,
 - b. For members hired on or after 01/01/86 - eighteen (18) months after retirement.The Township agrees to allow that members who elect to do so can continue the coverage set out in Subsection A and D of Article 16 under the Township's Group Plan by assigning the cost.

H. The benefits given in Article 16, Subsection F and G are to be received by those people enumerated in Subsection F and G, only so long as those receiving the benefit do not receive a similar benefit. The benefits to be received by any dependent child of a retired or deceased member are to be received only until such dependent child reaches the age of nineteen (19) years, except as modified by law. The word "Family" in Article 16, Subsection F is agreed to mean the spouse of the member and children of the member.

I. WAIVER OF COVERAGE

1. Effective January 1, 2015, eligible members covered by this agreement may choose, in writing, to "waive insurance coverage." Participation in is voluntary and is intended for those eligible members who are covered by health insurance through another source. Members who hold elective office and are receiving health insurance benefits as a result of their elected office and members who are receiving health insurance benefits as a result of their retirement or the retirement of their spouse or domestic/civil union partner from another public entity in New Jersey are not eligible for opt out. Waiver as described in this section shall be subject to the rules of the New Jersey State Health Benefit Plan where applicable.

2. If two members are married or qualify as domestic partners/civil union partners and one of them receives health insurance coverage from the Employer or any other New Jersey State Health Benefits Plan, the other may not participate.

3. If a member chooses to participate and drops coverage, the member shall receive an incentive which shall not exceed twenty-five (25%) per cent of the amount saved by the Employer because of the waiver or \$5,000 annually, whichever is less, in accordance with State law.

4. Eligible members who waive coverage must do so for a minimum of one (1) year at a time unless there is a change of life event. However, if an eligible member chooses to participate and then the spouse's/partner's benefits are terminated (not voluntarily dropped), the member and his/her dependents may enroll in any of the available plans upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible members shall be permitted to waive either medical coverage or prescription coverage or both, subject to the limitations of the New Jersey State Health Benefits Plan where applicable.

5. The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.

6. The waiver of coverage shall be available to all new benefit-eligible members on their benefit effective date and shall be available to all eligible current and prospective retirees under the same terms and conditions applicable to active members. Subject to the limitations set forth in Paragraph 4 above.

7. The incentive shall begin to be paid to the eligible member no later than one month after the effective date of the option.

8. Annual re-enrollment is required for retirees.

9. Members on non-paid leaves do not receive Opt Out payments.

ARTICLE 17
DEATH BENEFITS

A. The Township agrees to provide life insurance coverage, at its expense, for each currently employed member covered by this Agreement in an amount of \$50,000.

SOA:  Township: 

ARTICLE 18
COMMUNICABLE DISEASE

Any member who shall suffer from a serious communicable disease shall be treated with a rebuttable presumption that the disease was contracted on the job. Incident reports will be used to validate such claims

SOA:  Township: 

ARTICLE 19
SICK TIME

A. All Lieutenants and Sergeants are entitled to fifteen (15) sick days per year. Sick days are days off for illness without loss of regular pay. Sick days are cumulative throughout an employee's career with no maximum number of days that can be accumulated. Accumulated days as of October 1, 2008 will remain entitlement of the members.

B. Upon retirement, officers with twenty-four (24) or more years of service in the New Jersey State Police and Firemen's Retirement System as of April 1, 2010, shall be permitted to convert one (1) hour of sick leave for every two (2) hours of accumulated sick leave to cash in at retirement not to exceed Fifteen Thousand (\$15,000) Dollars. This is to be paid in the last pay on November in the year following the officer's retirement date.

C. Upon retirement, officers with twenty (20) to twenty-four (24) or more years of service in the New Jersey State Police and Firemen's Retirement System as of April 1, 2010, shall be permitted to convert one (1) hour of sick leave for every three (3) hours of accumulated sick leave to cash in at retirement not to exceed Fifteen Thousand (\$15,000) Dollars. This is to be paid in the last pay on November in the year following the officer's retirement date.

D. Upon retirement, officers with seventeen (17) to twenty (20) or more years of service in the New Jersey State Police and Firemen's Retirement System as of April 1, 2010, shall be permitted to convert one (1) hour of sick leave for every four (4) hours of accumulated sick leave to cash in at retirement not to exceed Fifteen Thousand (\$15,000) Dollars. This is to be paid in the last pay on November in the year following the officer's retirement date.

E. Upon retirement, officers with less than seventeen (17) years of service in the New Jersey State Police and Firemen's Retirement System as of April 1, 2010, shall be permitted to convert one (1) hour of sick leave for every five (5) hours of accumulated sick leave to cash in at retirement not to exceed Fifteen Thousand (\$15,000) Dollars. This is to be paid in the last pay on November in the year following the officer's retirement date.

F. The MLPOA and MLSOA agree to meet and work with the Chief of Police to mutually develop a sick leave verification policy to be implemented as soon as reasonably possible.

G. Should a member become permanently disabled, the member may sell back 50% of his unused sick days to a maximum of thirty (30) days.

ARTICLE 20
VACATION LEAVE

- A. Lieutenants and Sergeants shall be entitled to an annual vacation as follows:
1. Thirteen (13) working days for employees with two (2) to nine (9) years of service;
 2. Sixteen (16) working days for those with ten (10) to fourteen (14) years of service;
 3. Nineteen (19) working days for those with fifteen (15) to nineteen (19) years of service;
and
 4. Twenty-two (22) working days for employees with twenty (20) or more years of service.
- B. The member shall receive the next vacation increment level after completion of ten, fifteen, and twenty years' service, respectively. The Chief and the SOA will meet, discuss and agree upon a vacation leave scheduling procedure.
- C. A member who retires between January 1 and June 30 shall receive vacation pay prorated to the date of retirement. A member who retires between July 1 and December 31 shall receive full annual vacation pay for the calendar year of retirement.

ARTICLE 21
PERSONAL LEAVE

In addition to the vacations enjoyed by the members as per Article 20 above, each member is entitled to an additional four (4) personal days. No personal day, which is taken pursuant to this Article, shall be cumulative from year to year. Additionally, there shall be no pay in lieu of such personal day. Each and every personal day not taken by the member during the calendar year will be lost as of January 1 of the following year unless the day was unable to be used due to a declaration of emergency by the Head of the Department or due to injury while on duty.

Personal leave may be taken at as follows:

1. Two (2) personal days may be taken pursuant to the Departmental policies for the formal filing of vacation requests.
2. Two (2) personal days may be taken provided the officer gives twenty-four (24) hours' notice prior to his scheduled shift to a superior who shall be defined as a Lieutenant, Captain or the Chief, except in the case of an emergency. In the event of extenuating circumstances, the twenty-four (24) hour notice requirement may be waived by the superior. The superior may deny the use of the personal day if there is a declared state of emergency or any anticipated or unanticipated event that affects public safety. Every effort shall be made to permit the use of personal leave, except that personal leave may not be taken on stated holidays or immediately prior to or after vacation leave.

ARTICLE 22
HOLIDAYS

A. The Township holidays shall be:

- | | |
|---------------------|-----------------------------------|
| 1. New Year's Day | 2. Martin Luther King Day |
| 3. President's Day | 4. Good Friday |
| 5. Memorial Day | 6. Independence Day |
| 7. Labor Day | 8. Columbus Day |
| 9. Thanksgiving Day | 10. Friday following Thanksgiving |
| 11. Christmas Eve | 12. Christmas Day |
| 13. Veteran's Day | |

B. Sergeants and Lieutenants, not assigned to the Patrol or Traffic Bureau, shall not be required to work on Township holidays. If a member is recalled to duty on a Township holiday due to a bonafide emergency they will not receive additional compensation during their regularly scheduled work hours, unless Article 13-Overtime applies. Should the Department determine that Lieutenants are to be assigned to the Patrol Bureau, they shall not be required to work on New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day and shall receive one additional Floating Holiday. All members, regardless of assignment, will be entitled to one Floating Holiday.

ARTICLE 23
MILITARY LEAVE

Military leave shall be granted as provided for under the rules and regulations of the State of New Jersey.

SOA:  Township: 

ARTICLE 24
BEREAVEMENT LEAVE

- A. Bereavement leave, without loss of regular pay, shall be granted to all members covered by the terms of this Agreement for a death of an immediate family member up to a maximum of seven (7) consecutive calendar days. One of the aforementioned days shall be that of the funeral.
- B. For the purpose of this Article, death in the immediate family is defined as the death of an employee's spouse, domestic partner (see section 4 of P.L. 2003, c. 246), child legal ward, grandchild, foster/step child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, or any family member or intended family member residing in the member's household.
- C. In case of death of a non-immediate family member, the member shall be permitted to use two (2) days sick leave so long as one (1) of the days is for attendance at the funeral.
1. Non-Immediate Family member shall be defined as a member's brother-in-law, sister-in-law, aunt, uncle, niece, nephew, and cousin.
- D. Bereavement leave, without loss of regular pay, shall be granted to all members covered by the terms of this Agreement for the death of a current or former spouse up to a maximum fourteen (14) consecutive calendar days, while the care of a minor child is arranged.
- E. The parties agree that the Employer may require reasonable verification of the death

**ARTICLE 25
(RESERVED)**

SOA: 12 Township: W

ARTICLE 26
TRANSPORTATION

Effective January 1, 2014, if an employee is required to use their personal vehicle, the Township shall reimburse members at the federal rate for any mileage in excess of their daily commute to the Township

SOA: 32 Township: [Signature]

ARTICLE 27
JUST CAUSE

No member covered by the terms of this Agreement shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any occupational advantage, or given an adverse evaluation of his 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.

SOA: JD Township: CE

ARTICLE 28
NON-DISCRIMINATION

The Township and the MLSOA agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, marital or civil union status, disability, handicap, genetic information, affectional or sexual orientation, blood trait, political activity, United States or State Armed Services activity. Harassment shall also include sexual harassment. All references to employees in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

SOA: JD Township: CE

ARTICLE 29
EDUCATIONAL PAYMENTS

- A. Effective January 1, 2009, a member who has earned a degree from an accredited college or university, shall receive an annual stipend in the amount of; Bachelor's Degree \$ 800.00 Master's Degree \$ 1,000.00
- B. The annual stipend shall be an annual payment made in the last pay period of November. The member shall be entitled to only the higher degree achieved

ARTICLE 30
SUPERSEDING CLAUSE

This Agreement supersedes any and all other Agreements, Ordinances and/or Resolutions dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Collective Bargaining Agreement.

SOA: JK Township: W

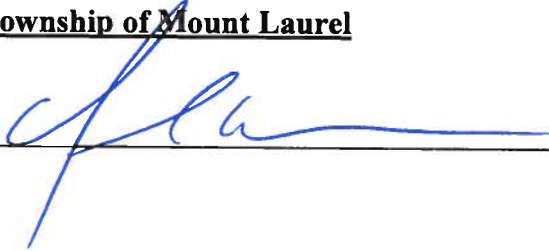
ARTICLE 28
DURATION AND RENEWAL

The term of this contract or agreement shall be effective January 1, 2014, through December 31, 2016, and shall supersede the existing Collective Bargaining Agreement. All provisions of this contract shall remain in force and intact pending the ratification of a successor agreement.

The parties shall commence negotiations for the successor Collective Bargaining Agreement not earlier than one hundred fifty (150) days prior to the expiration of this Agreement.

ATTEST:

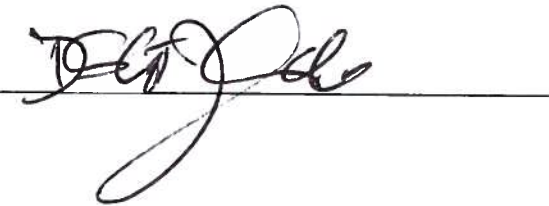
Township of Mount Laurel



Date: _____

ATTEST:

Mount Laurel Superior Officers Association



Date: _____

SCHEDULE A

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Lt C	\$138,052	See, Footnote #1		
Lt B	\$133,617	\$134,524	\$135,600	\$136,685
Lt A	\$127,255	\$128,273	\$129,299	\$130,333
-----	-----	-----	-----	-----
Det Sgt D	\$131,339	See, Footnote #1		
Det Sgt C	\$127,405	\$122,245	\$123,223	\$124,209
Det Sgt B	\$118,848	\$119,798	\$120,757	\$121,723
Det Sgt A	\$112,724	\$113,625	\$114,534	\$115,451
-----	-----	-----	-----	-----
Sgt D	\$125,453	See, Footnote #1		
Sgt (Special)	\$128,000	\$131,000	\$131,000	\$131,000
Sgt C	\$122,734	\$119,056	\$120,008	\$120,968
Sgt B	\$115,425	\$114,931	\$115,850	\$116,777
Sgt A	\$109,926	\$110,806	\$111,692	\$112,586

Footnote #1: Remove after retirement of current Officer in this Step

SCHEDULE B

<u>Name</u>	<u>2013 Total Wage</u>	<u>2014 Total Wage</u>	<u>2015 Total Wage</u>	<u>2016 Total Wage</u>
Riedener, Stephen	\$ 129,800	\$ 134,524	\$ 135,600	\$ 136,685
Schiavone, Judy	\$ 128,527	\$ 134,524	\$ 135,600	\$ 136,685
Baskay, William		\$ 134,524	\$ 135,600	\$ 136,685
Lake, John	\$ 131,726	\$ 138,725	\$ 138,725	\$ 138,725
Jones, Corey	\$ 131,726	\$ 132,736	\$ 132,736	\$ 132,736
Howell, Ted	\$ 127,962	\$ 131,000	\$ 131,000	\$ 131,000
Gripp, James	\$ 127,962	\$ 131,000	\$ 131,000	\$ 131,000
Logan, Robert	\$ 126,707	\$ 131,000	\$ 131,000	\$ 131,000
Hudnall, Timothy		\$ 114,931	\$ 120,008	\$ 120,968
O'Prandy, Chris		\$ 114,931	\$ 120,008	\$ 120,968
Rutkowski, Dean		\$ 114,931	\$ 120,008	\$ 120,968
Rakauckas, Michael	\$ 111,026	\$ 114,931	\$ 120,008	\$ 120,968

Schedule C

- a. For Family Coverage Or Its Equivalent, An Employee Who Earns:
 - i. less than \$25,000 shall pay 3 percent of the cost of coverage;
 - ii. \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;
 - iii. \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;
 - iv. \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;
 - v. \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;
 - vi. \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;
 - vii. \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;
 - viii. \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;
 - ix. \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;
 - x. \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;
 - xi. \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;
 - xii. \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;
 - xiii. \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;
 - xiv. \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;
 - xv. \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;
 - xvi. \$95,000 or more or but less than \$100,000 shall pay 29 percent of the cost of coverage;
 - xvii. \$100,000 or more or but less than \$110,000 shall pay 32 percent of the cost of coverage;
 - xviii. \$110,000 or more shall pay 35 percent of the cost of coverage

- b. For Individual Coverage Or Its Equivalent, An Employee Who Earns:
 - i. less than \$20,000 shall pay 4.5 percent of the cost of coverage;
 - ii. \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;
 - iii. \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;
 - iv. \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;
 - v. \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;
 - vi. \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;
 - vii. \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;
 - viii. \$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;
 - ix. \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;
 - x. \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;
 - xi. \$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;
 - xii. \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;
 - xiii. \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;
 - xiv. \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;
 - xv. \$95,000 or more shall pay 35 percent of the cost of coverage;

- c. For a member with child or spouse coverage or its equivalent, an employee who earns:
 - i. less than \$25,000 shall pay 3.5 percent of the cost of coverage;
 - ii. \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;
 - iii. \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;
 - iv. \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;
 - v. \$40,000 or more but less than \$45,000 shall pay 8 percent of the cost of coverage;
 - vi. \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;
 - vii. \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;
 - viii. \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;
 - ix. \$60,000 or more but less than \$65,000 shall pay 21 percent of the cost of coverage;
 - x. \$65,000 or more but less than \$70,000 shall pay 23 percent of the cost of coverage;
 - xi. \$70,000 or more but less than \$75,000 shall pay 26 percent of the cost of coverage;
 - xii. \$75,000 or more but less than \$80,000 shall pay 27 percent of the cost of coverage;
 - xiii. \$80,000 or more but less than \$85,000 shall pay 28 percent of the cost of coverage;
 - xiv. \$85,000 or more but less than \$100,000 shall pay 30 percent of the cost of coverage;
 - xv. \$100,000 or more shall pay 35 percent of the cost of coverage.