

AGREEMENT
BETWEEN

THE TOWNSHIP OF MOUNT LAUREL

AND

THE MOUNT LAUREL POLICE OFFICERS ASSOCIATION

JANUARY 1, 2014 - DECEMBER 31, 2016

Charles E. Schlager, Jr. LLC
P.O. Box 67
Mount Laurel, New Jersey 08054
856-297-9112

CAPEHART & SCATCHARD, P.A.
8000 Midlantic Drive, Ste. 300S
P.O. Box 5016
Mount Laurel, New Jersey 08054

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1.	RECOGNITION	2
2.	CHECK OFF OF DUES	3
3.	AGENCY SHOP PROVISION	4
4.	MANAGEMENT RIGHTS	5
5.	LAYOFF AND DISCHARGE PROVISION	6
6.	SEPARABILITY CLAUSE	7
7.	MAINTENANCE OF OPERATION	8
8.	SERVICE RECORDS	9
9.	HOURS OF WORK	10
10.	BASE PAY	13
11.	POLICEMEN'S BILL OF RIGHTS	14
12.	COMPENSATION FOR WORK IN HIGHER GRADE	15
13.	OVERTIME	16
14.	GRIEVANCE PROCEDURE	18
15.	(RESERVED)	21
16.	HEALTH BENEFITS	22
17.	DEATH BENEFITS	26
18.	COMMUNICABLE DISEASE CLAUSE	27
19.	SICK TIME	28
20.	VACATION	29
21.	PERSONAL LEAVE	30
22.	HOLIDAYS	31
23.	MILITARY LEAVE	32
24.	BEREAVEMENT LEAVE	33
25.	ADMINISTRATIVE LEAVE	34
26.	TRANSPORTATION	35
27.	JUST CAUSE PROVISION	36
28.	NON-DISCRIMINATION	37
29.	DURATION AND EFFECTIVE DATES	38
	SCHEDULE A	39
	SCHEDULE B	40
	SCHEDULE C	41

ARTICLE 1
RECOGNITION

- A. The Township of Mount Laurel (hereinafter Township) hereby recognizes the Mount Laurel Police Officers' Association (hereinafter MLPOA) as the exclusive collective negotiation agent for all sworn police officers employed by the Township, with the exception of the Chief of Police, Lieutenant(s) and Sergeant(s), including Special Law Enforcement Officers.
- B. The reference to Police Officer, Corporal and Detective shall be defined to include the plural as well as the singular and to include males and females.
- C. "Member" shall mean members of the bargaining unit.

ARTICLE 3
AGENCY SHOP PROVISION

A. During the term of this Agreement, all members not in the MLPOA shall be required to pay to the MLPOA a representation fee in lieu of dues for services rendered by the MLPOA. This representation fee shall be the maximum amount authorized by law. Once a month the MLPOA shall submit to the Township a list of those members which it claims are not in the MLPOA and the amount of dues claimed for each and give notice to each member named thereon that the claimed representation fee will be deducted from the member's pay. Within thirty (30) calendar days after receipt of said list, the Township will begin deduction of claimed representation fee from the pay thereafter due to the members named on the list, in equal installments and will transmit the amount so deducted to the MLPOA all in the same manner as membership dues deduction from MLPOA members are customarily handled.

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

In consideration of the Township making the deduction herein provided for, the MLPOA hereby indemnifies and saves the Township harmless from and against any and all claims, demands, proceedings, actions, suits, damages, costs and fees and all forms of liability to any member or otherwise that arise out of or by reason of action taken by the Township pursuant to the provisions of this Article.

POA: Township:

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, including but without limiting the generality of the foregoing, and 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, subjects to the provisions of Department of Personnel Law or successor; 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 to Department of Personnel Law or successor.

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 PROVISION

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

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.

ARTICLE 7
MAINTENANCE OF OPERATIONS

- A. The MLPOA covenants and agrees that during the term of this Agreement, neither the MLPOA, or any person acting on its behalf, will cause, authorize or support, nor will any members in the MLPOA take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) against the Township. The MLPOA agrees that such action would constitute a material breach of this Agreement.
- B. In the event of a strike or slowdown, it is covenanted and agreed that participation in any such activity by any member covered under the terms of this Agreement shall be deemed grounds for discipline up to and including termination of employment of such member or members with due process of law.
- C. The MLPOA will actively discourage and will take whatever affirmative action or steps necessary to prevent or terminate any strike against the Township.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain for injunction or damages, or both, in the event of such breach by the MLPOA or its members.
- E. The Township agrees it shall not engage in any lockout of any member during the term of this Agreement.

POA: Township:

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. The Operations Division consists of the following:

1. Patrol Bureau

The 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 determines 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.

All members assigned to a platoon will be scheduled to work the hours of 0600-1800 or 1800-0600 hours. There will be two members assigned per platoon to work 0500-1700 or 1700-0500. The assigned members will be chosen by the watch supervisor on a bi-weekly basis and rotating the members assigned.

Shifts shall rotate every two calendar months.

Management will provide at least fifteen (15) consecutive days advance notice to the MLPOA and to each of the members being moved in any re-assignment or transfer of members between squads involving movement of a total of five (5) or more members of the bargaining unit.

Unless such timely notice is given, the implementation of such re-assignment or transfer shall be withheld until the first normal change over week occurring after (15) days' notice has in fact properly been given. This provision is not intended to override the Chief's statutory responsibility to maintain operations during an emergency.

2. Traffic Bureau

The work week shall be either:

- a. A twelve (12) hour shift with the work schedule based on a two (2) week schedule and shall consist of eighty-four (84) hours of work time (0800 hrs-2000 hrs); or.

- b. Four (4) days at eight and a half (8.5) hours and one (1) day at eight (8) hours with the following shift:
 Days/Hours: Monday -Thursday (0730 hrs. – 1600 hrs.)
 Days/Hours: Friday (0800hrs - 1600hrs).
- c. While the Chief will have discretion to establish which shift the officers will work, the twelve-hour shift is the preferred shift and once established the officer's shift will not be changed without at least fifteen (15) days' notice, unless the Chief declares and articulates a non-economic emergency.

B. The Administrative Division consists of the following:

1. School Security Officer

The work week shall be four (4) days at eight and a half (8.5) hours and one (1) day at eight (8) hours with the following shift:

Days/Hours: Monday -Thursday (0700 hrs. - 1530 hrs.) Days/Hours: Friday (0700hrs - 1500hrs)

2. Detective Bureau

The workweek for Detectives is recognized as being flexible based on necessity. Therefore the following is subject to adjustment. The work week is currently a five (5) day, eight (8) hour schedule with the following shift:

Days: Monday - Friday Hours: 0800 hrs. - 1600 hrs.

Evenings: Monday - Friday Hours: 1200 hrs. - 2000 hrs.

3. Administrative Officer

The work week shall be four (4) days at eight and a half (8.5) hours and one (1) day at eight (8) hours with the following shift:

Days/Hours: Monday -Thursday (0730hrs - 1600hrs.)

Days/Hours: Friday (0800hrs - 1600hrs)

C. 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.

D. 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.

ARTICLE 10

BASE PAY

A. Effective January 1, 2014, a nineteen (19) Step Wage Guide is created for all Patrol Officers. All patrol 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. The Step Guide shown in Schedule A reflects an increase of 0.8% in 2014, 0.8% in 2015, and 0.8% in 2016 for Step 19. All steps below Step 19 will not receive a cost of living adjustment. Steps 14, 15 and 16 will be reduced in years 15 and 16 as shown below:

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Step 16	\$99,000	\$97,950	\$97,950
Step 15	\$94,500	\$94,250	\$94,250
Step 14	\$90,500	\$90,575	\$90,575

C. Further, all new hires shall be placed at the Academy Step and remain in that step for six (6) months and thereafter, the officer will move the Probationary Step and remain there until the next January 1st. [Ex. 1: Hire 1/1/14 Academy Step, move to Probationary Step 7/1/14, Step 2, 1/1/15] [Ex. 2: Hire 7/1/14 Academy Step, move to Probationary Step 1/1/15, Step 2, 1/1/16].

D. Notwithstanding the above, the parties agree to permit the Township the authority to hire an officer above the Academy Step, but no higher than Step 5.

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

F. Corporal (grandfathered) will receive 3.548% above the Top Patrol Step and other Corporals in the Step Guide will receive not less 10.00% of the Top Patrol Step and when the individual's step exceeds the minimum, the individual shall receive 2.6% above the Top Patrol Step.

G. Detectives shall earn an annual \$10,000 in wage above their appropriate patrol step for the time they are assigned to the Detective Bureau.

H. 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.

I. 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.

K. All payments will be made electronically via direct deposit and paid bi-weekly.

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 Guidelines.

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 Corporal shall be entitled to any compensation under this article.

ARTICLE 13
OVERTIME

A. Compensation for overtime worked by any member and/or payment in lieu of overtime shall be in accordance with the following paragraphs:

1. Overtime at the rate of time and a half will be paid for hours worked beyond the normal work schedule for all on-duty law enforcement assignments, including court time.
2. Compensatory Time
 - A. 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.
 - B. 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.

B. 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

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.

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

C. All overtime shall be approved by the Head of the Department or his designee and lost time due to a job-related injury or illness will not be counted against the employee for purposes of overtime computation.

D. Applicability - Members, who work beyond their normal work schedule, shall receive overtime as described above. Detectives are specifically excluded from receiving overtime payments, except when assigned by the Head of the Department, or his designee, to perform duties not normally assigned to sworn Detective Bureau members.

1. Detectives 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 detective on call may use it during the hours he is subject to being called to duty.

2. Five (5) days compensatory time will be given annually to detectives, 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. Whenever a member working either the 1800-0600hrs or 1900-0700hrs shift is scheduled for a duty related court appearance in day court (Mount Laurel Municipal Court & non-Mount Laurel Municipal Court) said member will be paid at the rate of time and one half from the end of their shift until released from court. During this period of time (i.e. from 0600hrs until the conclusion of their court appearance), the officer will be considered on duty and subject to assignment as needed.

F. Members appearing for outside duty related court appearance for non-Mount Laurel Municipal Court beyond the normal duty schedule shall be paid a minimum of two (2) hours overtime.

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 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 decision affecting the terms and conditions of employment covered under this Agreement and may be raised by an individual, the MLPOA 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 MLPOA initiated grievance, which will proceed in accordance with Section F.

The following steps (I 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 or a MLPOA initiated grievance.

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 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 the aggrieved party's immediate supervisor. This shall be done no later than twenty (20) calendar days after the event giving rise to the grievance. An earnest effort shall be made to settle the differences between the involved parties, within twenty (20) calendar days of the filing of the grievance.

POA: MB Township: CB

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 or the Chief's 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 and/or the Chief's designee, the aggrieved party and a representative of the MLPOA, if such representative is requested to be present by the aggrieved party. The answer, in writing, by the Chief or the Chief's designee shall be given to the aggrieved party and a copy of the same shall be forwarded to the MLPOA within twenty (20) 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 or the results of the grievance procedure at the Second Step, the aggrieved party may, within twenty (20) calendar days after the answer is received from the Chief or the Chief's designee, notify, in writing, the Township Manager that he wishes to have the said Township Manager rule on the grievance in question. A meeting shall be established within twenty (20) calendar days after the Township manager, or the Township Manager's 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 MLPOA, if such representative is requested to be present by the aggrieved party. The Township Manager or the Township Manager's 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 MLPOA within twenty (20) 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.

Step Four: If the aggrieved party is not satisfied with the handling or the results of the grievance procedure at the Third Step, the aggrieved party within twenty (20) calendar days after the answer is received from the Township Manager, or the Township Manager's designee, notify, in writing, the Mayor and Township Council that he wishes to have the said Township Council rule on the grievance in question. A meeting shall be established within twenty (20) calendar days after the Mayor and Township Council have received the request that Council rule on the matter. At such meeting the aggrieved party may appear with a representative of the MLPOA, if such representative is requested to be present by the aggrieved party. The Township Council's response to the grievance in this Fourth Step shall be delivered to the aggrieved party and a copy of the same shall be forwarded to the MLPOA within twenty (20) calendar days after the meeting, in the event that a representative of the same was present at the Fourth Step meeting pursuant to the request of the aggrieved party.

Step Five:

a. If the aggrieved party is not satisfied with the decision of the Township Council, such party may, within twenty (20) 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.

b. In the event the aggrieved party elects to pursue Department of Personnel (or its successor) Procedures, the arbitration hearing shall be canceled, (if previously requested by the aggrieved party), the matter withdrawn from PERC and the aggrieved party & MLPOA (if the MLPOA was an active participant in the grievance) shall pay whatever costs may be incurred in processing the case to PERC.

POA: ms Township: ms

c. 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, and of decisions of the courts of the State of New Jersey and 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 findings of fact and reasons for making his decision. The Arbitrator's finding will be binding on both parties to the contract.

d. The aggrieved party and the Township Council shall equally share the cost of the arbitrator unless absent this provision there previously existed a method of determining such liability by the laws of the State of New Jersey and of the United States, and of decisions of the courts of the State of New Jersey and the United States.

E. **Township Grievances:**

Grievances initiated by the Township shall be filed directly with the MLPOA within twenty (20) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within twenty (20) calendar days after the filing of the grievance between the representatives of the Township and the MLPOA 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.

F. **MLPOA Grievances**

Grievances filed on behalf of all members of the MLPOA, 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 twenty (20) calendar after the event giving rise to the grievance has occurred. The Township Manager, or the Township Manager's designee, shall set a meeting within twenty (20) 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 MLPOA. The answer, in writing, of the Township Manager or (the Township Manager's designee) shall be given to the MLPOA within twenty (20) calendar days after the meeting and additional time, as necessary, may be granted, subject to the written approval of both parties. If the MLPOA is not satisfied with the answer of the Township Manager the matter will proceed to Step Four and continue as outlined above until satisfactory result or Step Five.

ARTICLE 15
(RESERVED)

POA: DV3 Township: Am

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 hired 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.

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 COVERAGE

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 MLPOA 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).

POA: Township:

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 MLPOA 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

The Township assumes the full cost of an additional life insurance policy equal to the lesser of one year's salary or \$50,000.00 if the member dies. The Township is allowed to self-insure this policy.

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 may be used to validate such claims.

ARTICLE 19
SICK TIME

- A. All members 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 a member'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

A. All members covered by the provisions of this Agreement shall be entitled to an annual vacation as follows:

1. One (1) working days' vacation for each month of service during the first year of service;
2. Twelve (12) working days' vacation for members with one (1) to two (2) years of service;
3. Thirteen (13) working days' vacation for members with two (2) to nine (9) years of service;
4. Sixteen (16) working days' vacation for members with ten (10) to fourteen (14) years of service;
5. Nineteen (19) working days' vacation for members with fifteen (15) to nineteen (19) years of service;
6. Twenty-two (22) working days' vacation for members with twenty (20) or more years of service;
7. Notwithstanding the above, the member shall receive the next vacation increment level after completion of their tenth, fifteenth, and twentieth year of service, respectively.

B. Scheduling of a full week of vacation will take precedence over the scheduling of a sum of vacation days less than a week. This scheduling conflict resolution reflects a long-standing Department policy. The Chief and the POA 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 22
HOLIDAYS

A. The 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. Floating Holiday (1) | 14. Veteran's Day |

All members not assigned to the Patrol or Traffic Bureau shall not be required to work on Township holidays (# 1-14 above), subject to the provision that any member recalled to duty on a Township holiday for a bonafide emergency will not receive additional compensation unless Article 13 applies.

ARTICLE 23
MILITARY LEAVE

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

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
ADMINISTRATIVE LEAVE

Administrative leave, without loss of regular pay, shall be granted to the President of the MLPOA to attend a Fraternal Order of Police Convention on Labor related matters held yearly in the Mt. Laurel area.

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.

POA: My 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.

ARTICLE 28
NON-DISCRIMINATION

The Township and the MLPOA agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin or political affiliation. The Township and the MLPOA 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.

POA: MB Township: 

ARTICLE 29
DURATION AND EFFECTIVE DATES

- A. The term of this contract or agreement shall be effective retroactively to January 1, 2014 through December 31, 2016. All provisions of this contract shall remain in force and intact pending the ratification of a successor agreement.
- B. 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 Police Officers Association



Date: _____

SCHEDULE A

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Det J	\$114,104	\$116,300	\$117,150	\$118,007
Det I	\$108,116			
Det H	\$103,049			
Det G	\$99,022			
Det F	\$95,613			
CPL- Grandfather	\$107,198	\$110,072	\$110,952	\$111,840
CPL	\$107,198	\$109,064	\$109,936	\$110,816
CPL - I	\$100,939			
CPL - H	\$96,271			
CPL - G	\$92,655			
CPL - F	\$89,595	\$95,670	\$96,435	\$97,207
Step 19		\$106,300	\$107,150	\$108,007
Step 18		\$103,750	\$104,175	\$104,604
Step 17		\$101,200	\$101,200	\$101,200
Step 16		\$99,000	\$97,950	\$97,950
Step 15		\$94,500	\$94,250	\$94,250
Step 14		\$90,500	\$90,575	\$90,575
Step 13		\$87,000	\$87,000	\$87,000
Step 12		\$83,500	\$83,500	\$83,500
Step 11	\$103,456	\$79,600	\$79,600	\$79,600
Step 10	\$97,197	\$76,000	\$76,000	\$76,000
Step 9	\$92,529	\$72,400	\$72,400	\$72,400
Step 8	\$88,913	\$68,800	\$68,800	\$68,800
Step 7	\$85,853	\$65,200	\$65,200	\$65,200
Step 6	\$82,516	\$61,600	\$61,600	\$61,600
Step 5	\$79,179	\$58,000	\$58,000	\$58,000
Step 4	\$76,396	\$54,400	\$54,400	\$54,400
Step 3	\$69,787	\$50,800	\$50,800	\$50,800
Step 2	\$63,179	\$47,200	\$47,200	\$47,200
FTO	\$50,877	\$43,600	\$43,600	\$43,600
Academy	\$41,363	\$40,000	\$40,000	\$40,000

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>
Dever, Jr., Earl	\$ 119,104	\$ 121,188	\$ 121,188	\$ 121,188
Palladino, Jeffrey	\$ 115,104	\$ 116,300	\$ 117,150	\$ 118,007
Colligan, Mark	\$ 115,104	\$ 116,300	\$ 117,150	\$ 118,007
Shinn, Thomas	\$ 109,198	\$ 110,072	\$ 110,952	\$ 111,840
Werner, III, Leonard	\$ 109,198	\$ 110,072	\$ 110,952	\$ 111,840
Michigan, Brian	\$ 109,198	\$ 110,072	\$ 110,952	\$ 111,840
Orange, Ryan	\$ 108,198	\$ 109,064	\$ 109,936	\$ 110,816
Beun, David	\$ 108,456	\$ 110,354	\$ 110,354	\$ 110,354
Haines, Albert	\$ 104,456	\$ 106,300	\$ 107,150	\$ 108,007
Sweely, David	\$ 104,456	\$ 106,300	\$ 107,150	\$ 108,007
Cresong, Michael	\$ 104,456	\$ 106,300	\$ 107,150	\$ 108,007
DiPeri, Aaron	\$ 104,456	\$ 106,300	\$ 107,150	\$ 108,007
Ricigliano, Mark	\$ 104,456	\$ 106,300	\$ 107,150	\$ 108,007
DiGirolamo, Nicholas	\$ 104,456	\$ 106,300	\$ 107,150	\$ 108,007
Baird, Daniel	\$ 104,456	\$ 106,300	\$ 107,150	\$ 108,007
Dill, Matthew	\$ 104,456	\$ 106,300	\$ 107,150	\$ 108,007
Horay, Jr., Glenn	\$ 104,456	\$ 106,300	\$ 107,150	\$ 108,007
Amaro, Luis	\$ 98,197	\$ 101,200	\$ 104,175	\$ 108,007
Anthony, Dwayne	\$ 98,197	\$ 101,200	\$ 104,175	\$ 108,007
Christian, Dennis	\$ 98,197	\$ 101,200	\$ 104,175	\$ 108,007
Haniffy, Jr., Martin	\$ 98,197	\$ 101,200	\$ 104,175	\$ 108,007
Rudolph, Tobey	\$ 98,197	\$ 101,200	\$ 104,175	\$ 108,007
Bristow, Sean	\$ 88,913	\$ 94,500	\$ 97,950	\$ 101,200
DePinto, Jr., Damiano	\$ 88,913	\$ 94,500	\$ 97,950	\$ 101,200
Harty, Aaron	\$ 88,913	\$ 94,500	\$ 97,950	\$ 101,200
Louk, III, Charles	\$ 88,913	\$ 94,500	\$ 97,950	\$ 101,200
Purtell, Adam	\$ 88,913	\$ 94,500	\$ 97,950	\$ 101,200
Weil, Eric	\$ 88,913	\$ 94,500	\$ 97,950	\$ 101,200
Joy, Micheal	\$ 82,516	\$ 87,000	\$ 90,575	\$ 94,250
Krusieski, James	\$ 82,516	\$ 87,000	\$ 90,575	\$ 94,250
Mollet, Michael	\$ 82,516	\$ 87,000	\$ 90,575	\$ 94,250
White, II, Wayne	\$ 82,516	\$ 87,000	\$ 90,575	\$ 94,250
Valentin, Omar	\$ 82,516	\$ 87,000	\$ 90,575	\$ 94,250
Hann, III, Lester	\$ 82,516	\$ 87,000	\$ 90,575	\$ 94,250
Choinski, Mariusz	\$ 79,179	\$ 83,500	\$ 87,000	\$ 90,575
Corsanico, Thomas	\$ 79,179	\$ 83,500	\$ 87,000	\$ 90,575
Tantum, Gregory	\$ 79,179	\$ 83,500	\$ 87,000	\$ 90,575
Dunsmiur, Cory	\$ 79,179	\$ 83,500	\$ 87,000	\$ 90,575
Bell, Brian	\$ 50,877	\$ 54,400	\$ 58,000	\$ 61,600
Santiago, Wilmar	\$ 50,877	\$ 54,400	\$ 58,000	\$ 61,600
Aybar, Erica	\$ 24,213	\$ 50,800	\$ 54,400	\$ 58,000
Taylor		\$ 50,800	\$ 54,400	\$ 58,000
Pluta		\$ 50,800	\$ 54,400	\$ 58,000
Recruit #1		\$ 43,600	\$ 47,200	\$ 50,800
Recruit #2		\$ 43,600	\$ 47,200	\$ 50,800

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.