

MEMORANDUM OF AGREEMENT

This Agreement is made by and between the Township of Lawrence in the County of Mercer (the "Township"), and the New Jersey Policemen's Benevolent Association Local #119 (the "PBA" or "Local 119"). The PBA, Local 119, is the exclusive majority representative of a unit of police officers consisting of all police officers employment by the Township below the rank of Chief of Police. The Township and Local 119 have been engaged in negotiations for a collective bargaining agreement to succeed the agreement covering the term January 1, 2000 to December 31, 2002. The representatives of the Township and the PBA have now reached a tentative agreement on the terms of a successor collective bargaining contract, the terms of which will not become effective until ratified by the Township Council and Local 119. The terms of the tentative agreement are as follows:

1. All provisions of the 2000-2002 collective bargaining agreement which are not modified by this Memorandum of Agreement are intended to be included in the new contract, with changes in the dates where appropriate.

2. The term of the new contract is for three (3) years covering the period January 1, 2003 through December 31, 2005. All terms of this Agreement are retroactive to January 1, 2003, unless a different effective date is set forth for a specific provision of the Agreement.

3. Article VI, Severance Pay. The maximum amount set forth in Section 6.1 shall be raised from twenty-thousand dollars (\$20,000.00) to twenty-two thousand dollars (\$22,000.00).

4. Article VII, Section 7.3. The first sentence of this section shall be modified to change the listing of the courts as follows (the deleted words are stricken). A second paragraph has been added to this section providing the method for compensating a retired officer who returns for an appearance in connection with a matter that arose while employed as a police officer.

"Whenever a member of the Department of Public Safety, Division of Police, as part of his/her sworn duties, shall be required by order or subpoena to appear before any Grand Jury, Municipal, State, or any Federal Court, ..." (The balance of the this paragraph stays the same.)

"Whenever a retired member of the Department of Public Safety, Division of Police Shall be required by order or subpoena to appear before any Grand Jury, Municipal, State Superior, State Supreme Court, or any Federal Court proceeding resulting from the employee's service as a Lawrence Township police officer then the retired employee shall be compensated for his/her time. Said compensation shall be at the hourly rate of pay in effect at the time of the employee's retirement. Payment shall be limited to actual hours spent in court with no minimum, but shall include the time spent traveling from the Lawrence Township Police Department to the appearance and returning to the Police Department."

5. Article VIII, Compensation for Overtime, Section 8.2. Section 8.2 has been modified, and will now read in its entirety as follows:

"No employee shall be entitled to be paid overtime unless such overtime is ordered, authorized, or approved by his/her commanding officer."

6. Article IX, Wages. Section 9.1 shall be modified to delete the reference to Appendix A2 so that Subsection shall now read as follows:

"(A) The wages of employees covered by this Agreement shall be as set forth in Appendix A. All retroactive money shall be paid as soon as is practicable."

7. The parties agree that there shall be a 3.75% raise applied to each step of the salary guide which had been designated as "Appendix A-2, the salaries for employees hired after 01/01/97" for each year of the contract. The 3.75% raise for 2003 shall be retroactive to January 1, 2003. The raises shall be applied to each step of that appendix including Sergeant, Lieutenant and Captain. A copy of Appendix A is attached and is made part of this Memorandum.

8. Article XVI, Longevity. The longevity scheduled set forth in Section 16.1 shall be increased by \$100.00 in each category of the schedule for each year of the contract. In addition, the first four categories of the schedule shall be modified to provide that the increment shall commence upon entering the respective years of service. The longevity increase, as well as the commencement date for the payment of the longevity shall be retroactive to January 1, 2003. The schedule set forth in Section 16.1 will now read as follows:

	<u>2003</u>	<u>2004</u>	<u>2005</u>
a) Upon entering their eight year of service	\$1,300.00	\$1,400.00	\$1,500.00
b) Upon entering their twelfth year of service	\$1,900.00	\$2,000.00	\$2,100.00
c) Upon entering their sixteenth year of service	\$2,800.00	\$2,900.00	\$3,000.00
d) Upon entering their twentieth year of service	\$3,700.00	\$3,800.00	\$3,900.00
e) Upon entering their twenty-fourth year of service	\$4,900.00	\$5,000.00	\$5,100.00
f) Upon entering their twenty-eighth year of service	\$5,300.00	\$5,400.00	\$5,500.00

The current paragraph (b) in Section 16.1 shall be deleted and the current paragraph (c) shall become Section 16.1(b).

9. Article XVII, Uniform Allowance. Section 17.1 shall be changed to provide that the annual uniform purchase and maintenance allowance shall be increased to one-thousand four-hundred dollars (\$1,400.00) for calendar year 2003; to one-thousand five-hundred dollars (\$1,500.00) for calendar year 2004; and to one-thousand six-hundred dollars (\$1,600.00) for calendar year 2005.

10. Article XXI, Grievance Procedure. Section 21.8 shall be modified to provide that the arbitrator shall be selected in accordance with the rules of the New Jersey Public Employment Relations Commission so that it shall be consistent with Step 4 in Section 21.1.

11. Article XXIII, Tours of Duty. The following sentence will be inserted into this section between what is now the first and second sentences of this section. The inserted sentence will read as follows:

"Except in the event of an emergency, an officer will be entitled to at least seven (7) hours off between the last hour worked under his/her previous work schedule and the first hour worked under any change in his/her work schedule made under this section. Any officer who has to report to duty with less than seven (7) hours off, shall be paid four (4) hours overtime as set forth in the next sentence of this section, notwithstanding that the officer received at least three (3) days notice before the change in his/her work schedule."

12. Article XXXIII, On Call Policy. The title of this article shall be changed to On Call Policy for Detectives. The language of this article will now read as set forth in the attached article XXXIII, On Call Policy for Detectives.

13. Article XLV, Duration of Agreement. Section 45(a) shall be modified to provide that the agreement shall be effective from January 1, 2003 through December 31, 2005.

14. Article VII, Hours of Employment. The parties have been negotiating with respect to a proposal made by the PBA to change to a twelve-hour shift schedule for the Patrol Division. The parties intend to continue these negotiations following the ratification and execution of this contract; however, an agreement with respect to the change to the twelve-hour shift schedule is not a condition for the ratification and execution of this successor contract. In the event that the parties reach agreement with respect to this change in the Patrol Division's shift schedule, appropriate actions will be taken to implement any such agreement, consistent with the agreements reached in those negotiations.

The undersigned hereby agree to recommend ratification and approval of this Memorandum of Agreement.

For the Township of Lawrence

For PBA Local #119

By: William Guhl
William Guhl, Manager

By: Thomas Maple
Thomas Maple, President

Dated: June 20, 2003

Dated: JUNE 23, 2003

ARTICLE XXXIII
ON CALL POLICY FOR DETECTIVES

Section 33.1

An On Call Policy for General Assignment Detectives within the Investigation Division of the department is established. Affected employees shall each be compensated a total of \$ 2,000.00 per year for serving in a designated on call capacity. This compensation shall be in addition to and subsequently included into the current base salary of the employee. The employee will normally be required to serve no more than eleven (11) on call tours per calendar year. An on call tour shall consist of one calendar week, from 1300 hours on Wednesday to 1259 hours the following Wednesday. The on call tour shall normally coincide with the start of the employee's regularly scheduled evening shift (D-5).

If for some reason, an employee is unable to perform his/her on call duties for a specific tour due to illness, injury (job related or non-job related), disciplinary action or other reason, then another compensated employee(s) shall assume the on call coverage as designated by the TOWNSHIP. An employee who is not able to perform their specific on call duty responsibilities will continue to receive the full on call compensation. This employee will be required to "make up" the on call time at a later time when he/she returns to normal duty status.

An employee who incurred additional on call responsibilities due to another employee's absence will receive relief from his/her future on call responsibilities in an equitable fashion (tour for tour). This shall occur at a period of time after the absent employee returns to normal duty status. The affected employees and Management shall try to mutually agree upon the on call make-up time. If the relief period cannot be agreed upon, then the final determination for scheduling the relief period will be made by the Chief of Police.

If an employee serves on call tours in excess of eleven tours in any calendar year where the additional on call tours cannot be "paid back" by the absent employee at any future time, then the employee will be compensated with four (4) hours of straight CTO time for each additional on call tour week. This section shall only apply if the absent employee never returns to his/her on call duty status therefore being unable to pay back the time owed. Such reasons include but are not limited to retirement, resignation, termination and transfer/reassignment.

An employee shall be provided with a minimum of 72 hours notice prior to the date of any change to his/her on call coverage assignment.

APPENDIX A

SALARIES

	Effective 1/1/2003	Effective 1/1/2004	Effective 1/1/2005
Academy	31,762.00	32,953.00	34,189.00
Probation	39,372.00	40,849.00	42,380.00
After 1 year	46,984.00	48,746.00	50,574.00
After 2 years	54,595.00	56,643.00	58,767.00
After 3 years	62,206.00	64,539.00	66,959.00
After 4 years	69,820.00	72,438.00	75,154.00
After 5 years	77,431.00	80,334.00	83,347.00
Detective	77,431.00	80,334.00	83,347.00
Sergeant	86,722.00	89,974.00	93,348.00
Lieutenant	97,130.00	100,772.00	104,551.00
Captain	108,784.00	112,863.00	117,096.00