

**TOWNSHIP OF MULLICA
RESOLUTION NO. 186 -2020**

**AMENDING MEMORANDUM OF UNDERSTANDING
Mainland PBA Local No. 77**

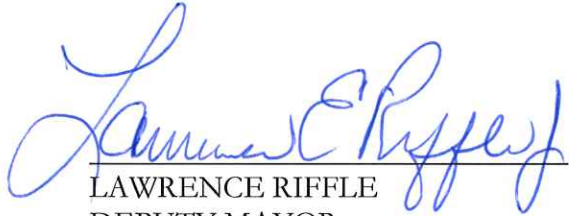
WHEREAS, the Police representatives have agreed that the MOU was not contingent upon changes from eight (8) hour shifts to twelve (12) hours shirts; and

WHEREAS, the MOU presented and approved during the September 22, 2020 Committee Meeting included the following Wherefore clause "*Wherefore the parties have agreed that in the Police Department changes from eight (8) hour shifts to twelve (12) hours shifts*"; and


WHEREAS, the Police representatives have agreed that the MOU was not contingent upon adopting a twelve (12) hour shift.

NOW THEREFORE IT IS HEREBY RESOLED, that the MOU approved by Resolution No. 175-2020 is hereby approved and ratified with the removal of the above written "Wherefore" clause, all other terms and conditions being unchanged.

Adopted: October 27, 2020


LAWRENCE RIFFLE
DEPUTY MAYOR

ATTEST:


KIMBERLY JOHNSON
TOWNSHIP CLERK

Memorandum of Understanding

TOWNSHIP OF MULLICA

And

NEW JERSEY STATE POLICEMEN'S BENEVOLENT ASSOCIATION, INC.
MAINLAND LOCAL NO. 77 (MULLICA)

Rev 10.27.2020

It is on this 27 day of October, 2020, mutually agreed that:

The following are the terms of the contract extension from January 1, 2020 through December 31, 2024. The following salary guides shall be incorporated into the contract and made retroactive to January 1, 2020).

[Intentionally left blank]

Hired after July 1, 2020

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
1	42,210.00	42,210.00	42,210.00	42,210.00	42,210.00	42,210.00
2	46,709.00	46,709.00	46,709.00	46,709.00	46,709.00	46,709.00
3	51,209.00	51,209.00	51,209.00	51,209.00	51,209.00	51,209.00
4	55,709.00	55,709.00	55,709.00	55,709.00	55,709.00	55,709.00
5	60,209.00	60,209.00	60,209.00	60,209.00	60,209.00	60,209.00
6	64,709.00	64,710.00	64,711.00	64,712.00	64,713.00	64,713.00
7	69,209.00	69,210.00	69,211.00	69,212.00	69,213.00	69,213.00
8	74,209.00	74,210.00	74,211.00	74,212.00	74,213.00	74,213.00
9	79,209.00	79,210.00	79,211.00	79,212.00	79,213.00	79,213.00
10	85,718.00	85,719.00	85,720.00	85,721.00	85,722.00	85,722.00
11		89,147.00	89,147.00	89,147.00	89,147.00	89,147.00
12			92,713.00	92,713.00	95,000.00	95,000.00
13				96,421	100,278.00	104,289.12
Corporal	87,190.00	90,677.60	94,304.70	98,076.89	101,999.97	106,079.97
Sergeant 1st year		93,700.40	97,448.47	101,346.59	105,400.31	109,616.32
Sergeant 2nd year		96,723.20	100,592.23	104,616.30	108,800.66	113,152.68
Sergeant 3rd year	95,910.00	99,746.00	103,736.00	107,886.00	112,201.00	116,689.04
Lieutenant	104,158.00	108,324.00	112,657.00	117,164.00	121,850.00	126,724.00

Hired prior to July 1, 2020

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
1	42,210.00	42,210.00	42,210.00	42,210.00	42,210.00	42,210.00
2	46,709.00	46,709.00	46,709.00	46,709.00	46,709.00	46,709.00
3	51,209.00	51,209.00	51,209.00	51,209.00	51,209.00	51,209.00
4	55,709.00	55,709.00	55,709.00	55,709.00	55,709.00	55,709.00
5	60,209.00	60,209.00	60,209.00	60,209.00	60,209.00	60,209.00
6	64,709.00	64,710.00	64,711.00	64,712.00	64,713.00	64,713.00
7	69,209.00	69,210.00	69,211.00	69,212.00	69,213.00	69,213.00
8	74,209.00	74,210.00	74,211.00	74,212.00	74,213.00	74,213.00
9	79,209.00	79,210.00	79,211.00	79,212.00	79,213.00	79,213.00
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1. The Chief may elect a 12 or 8 hour schedule. If a 12 hour schedule is elected, then the following provisions apply.
 - a. The Chief is allowed to determine start and stop times of the shift and provide for overlap of police coverage.
 - b. The schedule will be implemented with a 6 month trial period. The PD is to produce a report about the effectiveness of the schedule after 90 days. Around 120 days into the schedule the parties will meet to discuss any issues or suggested improvements.

The following criteria will be utilized:

- i. The average number of calls handled on a yearly, quarterly and monthly basis
 - ii. The number of summonses, vehicle stops, arrests, warrant services and self-initiated calls generated and any other criteria necessary to assess productivity
 - iii. The number/character of use of force incidents
 - iv. The number of motor vehicle, work accidents and workers compensation claims
 - v. Incidents of tardiness and use of sick time
 - vi. The overtime impact
 - vii. The number and nature of internal affairs complaints
- c. Time off requests (comp), must be submitted 72 hours prior to the date that the officer is requesting off. Requests for personal days may occur less than 72 hours before a shift. Requests for Kelly Time shall be made prior to the 15th of the prior month. Said requests shall be approved if timely submitted. Requests after the 15th of the prior month shall be approved at the discretion of the chief of police. Requests shall not be denied if they do not result in the creation of overtime. Members shall be able to request to use Kelly time up the start of their scheduled shift provided it does not cause overtime.
 - d. A minimum of two (2) officers will be scheduled to work at all times.
 - e. The scheduled work year shall be 2080 hours. Officers assigned to the 12 hour schedule will be given approximately 104 to 116 hours of additional leave to make up for the additional scheduled work, also known as Kelly Time, which would otherwise require officers to work approximately 42 hours per week. Each officer's schedule will be determined prior to the start of the year and a determination will be made on how many hours each individual is owed based on the officer's yearly schedule.

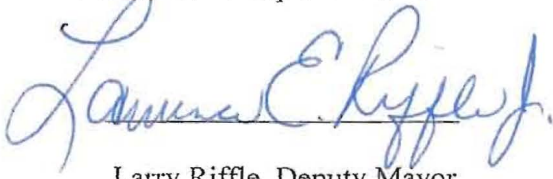
An officer's annual allotment shall be credited to his/her account and available for immediate use as of January 1 of each calendar year. Kelly Time will be

prorated should the individual leave before the end of a year. Kelly time must be used by the year's end and will not be carried over unless approved by the Chief due to manpower issues. Officers shall schedule their use of the Kelly time. Officers shall schedule a minimum of 96 hours of Kelly time each year. Supervisors will ensure that 24 hours of Kelly time are used per quarter of the calendar year. Any unused Kelly time in excess of the 96 hours will be cashed out at the end of the year.

- f. The overtime list will be maintained as per the current contract terms, however in the event of a shift shortage where no officer volunteers to work the short shift, an officer will be ordered to work utilizing reverse seniority. No officer shall exceed a 16 hour work day unless emergency requires otherwise.
- g. All current time banks will be converted into hours based on an 8 hour conversion. Contractual vacation leave and sick leave shall be converted based on 8 hours a day. Personal leave shall be (3)12 hour days or (4) 8 hour days. Bereavement shall be maintained in days for either 8 or 12 hour days. The parties intend to convert all existing time off to hours for officers working that schedule. Thus, all paid leave "days" will be converted to eight (8) hours. For example, 10 sick days equals 80 hours; 15 vacation days equals 120 hours, etc. Officers shall be permitted to carry over current amount of vacation time within the parameters as stated in the present agreement, as converted into hours. All current contractual time off for vacation, comp and sick time shall be placed in a "bank" in the same manner as it is now, as converted to hours. This also applies to any "sell back" hours (comp time) as well.
- h. If an officer is assigned to a training program, a special unit training, or instructing, the officer shall have the option of reporting to work at the officer's regularly scheduled start time, work and then attend training/instructing and once completed return to work to satisfy the 12 hour shift. Alternatively, the officer can attend training or provide instruction and subtract the remaining hours from the officer's accrued time off or Kelly time bank. Any 8 hour training block or day that occurs out of Atlantic County will be calculated as a full 12 hour day. All training taking place in Atlantic County shall require the officer to report back to work or utilize time off for the remainder of the day.
- i. All holiday time afforded by the current collective bargaining agreement shall be suspended if 12 hour shifts are utilized. Officers who work Christmas, Thanksgiving, New Years, and Fourth of July shall receive hour for hour compensatory time for each holiday.
- j. Sick time is defined as 12 hours if 12 hour shifts are utilized.
- k. Overtime shall be any work in excess of the scheduled tour of duty.

- l. Bereavement leave shall be day for day and not converted to hours.
 - m. The annual salaries in the salary be divided by 2080 to determine the hourly rate. That base rate is used to calculate overtime at 1 ½ times the base rate.
2. Both parties agree that the police matron is hereby removed from this bargaining unit.
 3. Article XI - strike 2.
 4. Remove first Article XX Agency Shop.
 5. Article II- ADD All officers shall continue to advance on the step guide upon the expiration of the contract until a successor agreement is reached.
 6. Add the following items to the list of uniforms that shall be provided:
 - a. 1 Class A hat **& Badge**
 - b. 1 Tie **& Tack**
 - c. 1 wool knit cap
 7. Article XIII B. shall also include grandparent –in –law.
 8. Article VII shall be amended as follows:
 - A. **Scheduling**
 1. There shall be a minimum of forty-eight (48) hours on all schedule changes, meeting or any other activity notices except in the event of a police emergency, e.g., floods, civil disturbances, severe accidents, clear incapacitation of an officer exceeding 3 shifts of work and unexpected resignation of an officer etc. Work schedules must be posted at least fifteen (15) days in advance. Schedules shall not be change to avoid overtime, or to cover an officer’s use of sick time unless for a police emergency as described in this provision.
 2. Employees may switch with one another however, written approval by superior officers for all switches must be obtained before switch is permitted and proper notification must be made. This notice must remain on file. At no time will employees switching with each other result in overtime or compensatory time payouts being made to either involved individual.
 9. This agreement is subject to ratification by PBA Local 77 and the Mullica Township Committee.

For the Township of Mullica

A handwritten signature in blue ink, appearing to read "Larry Riffle".

Larry Riffle, Deputy Mayor

For Mainland PBA 77 Mullica Township

A handwritten signature in blue ink, appearing to read "Ray Theriault".
11-12-20
Ray Theriault, Business Agent
Mainland PBA 77