

AGREEMENT BETWEEN

THE TOWNSHIP OF MOUNT LAUREL

AND

THE MOUNT LAUREL SUPERIOR OFFICERS' ASSOCIATION

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JANUARY 1, 2020 – DECEMBER 31, 2024

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Mount Laurel Superior Officers' Association

Township of Mount Laurel

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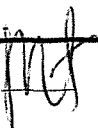
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**ARTICLE 1**  
**RECOGNITION**

- A. The Township of Mount Laurel (hereinafter 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.

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SOA: 

Township: 

**ARTICLE 2**  
**CHECK OFF 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. 52:14-15.9(e) as amended. The Township shall promptly remit monthly any and all amount 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. FOP Executive Board members shall be granted time during normal working hours to perform duties that are reasonably necessary and directly related to the conduct of official bargaining-unit business as long as manpower needs are satisfied in the discretion of his/her supervisor.

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SOA: *je*

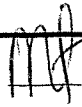
Township: *MD*

**ARTICLE 3**  
**AGENCY SHOP PROVISIONS**

- 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 members 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 deduction form 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 by the Township pursuant to the provisions of this Article.

SOA: 

Township: 

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

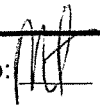
- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States of America, 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, 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 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 PROVISION**

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 Civil Service Commission.

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SOA: 

Township: 

**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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SOA: *JP*

Township: *MS*

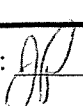


**ARTICLE 7**  
**MAINTENANCE OF OPERATIONS**

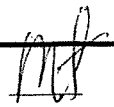
- A. The MLSOA covenants and agrees that during the term of this Agreement, neither the MLSOA, or any person acting on its behalf, will cause, authorize or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his 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 member during the term of this Agreement.

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SOA:



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.

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SOA:           

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.

A. The workweek for Lieutenants is recognized as being flexible based on necessity. Therefore the following is subject to adjustment with the approval of the Chief of Police or his designee. If three Lieutenants are assigned to the Department with one assigned to the Operations Division then:


1. Lieutenants and Sergeants assigned to other than the Patrol Bureau shall work a five (5) day on two (2) day off schedule throughout the year. The work days will consist of five (5) eight (8) hour days not to exceed forty (40) hours per week with the hours being 0800-1600.
2. Lieutenants and Sergeants assigned to the Patrol Bureau shall work a twelve (12) hour shift. 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.

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, Saturday, and Sunday.

B. The workweek for Lieutenants is recognized as being flexible based on necessity. Therefore the following is subject to adjustment with the approval of the Chief of Police or his designee. If four Lieutenants are assigned to the Department with two assigned to the Operations Division then:

1. Lieutenants and Sergeants assigned to other than the Patrol Bureau shall work a five (5) day on two (2) day off schedule throughout the year. The work days will consist of five (5) eight (8) hour days not to exceed forty (40) hours per week with the hours being 0800-1600.
2. Lieutenants assigned to the Operations Division shall work two shifts. Shift one will be staffed between the hours of 0600-1400. Shift two will be staffed between the hours of 1300-2100. Lieutenants assigned to the Operation Division will rotate shift assignments on a monthly basis.

SOA: 

Township: 

3. Lieutenants and Sergeants assigned to the Patrol Bureau shall work a twelve (12) hour shift. 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.

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, Saturday, and Sunday.

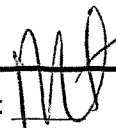
C. Power Shift

1. Sergeants assigned to the Patrol Bureau "Power Shift" shall work a twelve (12) hour shift. The twelve-hour shift shall commence at between the hours of 7:00 AM – 11:00 AM, as determined by the Chief of Police or his designee. The work scheduled is based on a two (2) week schedule and shall consist of eighty-four (84) hours of work time. Sergeants assigned to the "Power Shift" will be assigned to the established Platoon A/C or B/D rotation.
  2. The MLSOA agree to meet with the Chief of Police to mutually develop the commencement time of the "Power Shift". Once the commencement time has been selected, changes to the commencement time shall be rare and mutually agreed upon by the MLSOA and the Chief of Police.
- D. The schedule rotation of Lieutenants and Sergeants will be the same as the Patrol Officers and Corporals assigned to the Patrol Bureau.
- E. There must be four (4) Lieutenants assigned to the Patrol Bureau for the Patrol Schedule to take effect.
- F. In cases of the planned restructuring of assignments involving five or more members of the Police Department, management will provide members at least fifteen consecutive days' notice of schedule change. Nothing herein shall preclude management from making immediate reassignments in cases of national, state, or local emergencies.

G. Training Days

All officers will be subject to participate in up to three (3) "training days" per year. A training day shall be defined as an eight-hour day. Each training day shall be established by the Chief of Police at least forty-five (45) 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 scheduled to attend the training on their normal day off will receive one (1) compensatory workday for each training day completed as compensation for the training. The compensatory day shall be scheduled and handled as vacation leave. This compensatory time will be afforded to the officer after the completion of the training day. As under the vacation leave procedure, the use of compensatory time cannot cause overtime upon selection.

SOA: 

Township: 

H. 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 officers 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.

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SOA:

Township:

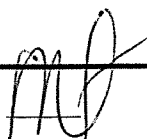
**ARTICLE 10**  
**BASE PAY**

- A. Effective January 1, 2020, wages shall be paid to officers under the salary guide annexed hereto as Schedule "A".
- 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 1<sup>st</sup> through June 30<sup>th</sup>, they will progress to the next step on the following January 1<sup>st</sup>. If the officer is promoted on or after July 1<sup>st</sup>, they will progress to the next step on the following July 1<sup>st</sup> and each July thereafter.
- C. Whenever it shall be necessary to determine an hourly rate, the hourly rate for a twelve (12) hour employee shall be computed by dividing the appropriate annual salary by 2184.
- D. Whenever it shall be necessary to determine an hourly rate, the hourly rate for an eight (8) hour employee shall be computed by dividing the appropriate annual salary by 2080.
- E. All payments will be made electronically via direct deposit and paid bi-weekly.
- F. Any officer assigned to the rank of Detective Sergeant after January 1, 2020 shall be paid the normal rate for Sergeant and shall be entitled to an additional wage of \$6,000 to be paid in equal installments via the officer's regular paychecks be pensionable.

SOA:



Township:



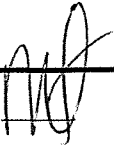
**ARTICLE 11**  
**POLICEMEN'S BILL OF RIGHTS**

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.

The Union and Police Chief mutually agree to meet to develop an update Internal Affairs policy.

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SOA: 

Township: 

**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.

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SOA: *je*

Township: *MS*



**ARTICLE 13**  
**OVERTIME**

- A. Excluding outside Traffic Control or Extra Duty Assignments, 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. If a Lieutenant works beyond their normally scheduled workday, other than routine duty calls, they will be permitted to flex their work hours in coordination with the Chief of Police or his designee.
- 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 1<sup>st</sup> 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. If three Lieutenants are assigned to the Department then the following will apply:

1. Lieutenants assigned to on-call duty shall receive five (5) days compensatory time annually for their four (4) months of standby time. If scheduling precludes the use of compensatory time, the member will be paid the value of any unused days at the straight time rates. Members must notify the Office of the Chief of Police by November 1<sup>st</sup> if they believe they will not be able to utilize their time. If standby time is reduced or increased based on the above schedule, the compensatory time will be reduced or increased pro-rata.
2. Four (4) days compensatory time will be given annually to the Detective Sergeant, because of their standby time established as one stand-by assignment every six (6) weeks. If scheduling precludes the use of compensatory time, the member will be paid the value of any unused days at the straight time rates. Members must notify the Office of the Chief of Police by November 1<sup>st</sup> if they believe they will not be able to utilize their time. If standby time is reduced or increased based on the above schedule, the compensatory time will be reduced or increased pro-rata.

E. If four Lieutenants are assigned to the Department then the following will apply:

1. Lieutenants assigned to on-call duty shall receive four (4) days compensatory time annually for their three (3) months of standby time. If scheduling precludes the use of compensatory time, the member will be paid the value of any unused days at the straight time rates. Members must notify the Office of the Chief of Police by November 1<sup>st</sup> if they believe they will not be able to utilize their time. If standby time is reduced or increased based on the above schedule, the compensatory time will be reduced or increased pro-rata.

2. Four (4) days compensatory time will be given annually to the Detective Sergeant, because of their standby time established as one stand-by assignment every six (6) weeks. If scheduling precludes the use of compensatory time, the member will be paid the value of any unused days at the straight time rates. Members must notify the Office of the Chief of Police by November 1<sup>st</sup> if they believe they will not be able to utilize their time. If standby time is reduced or increased based on the above schedule, the compensatory time will be reduced or increased pro-rata.
- F. 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) hours whether or not the member has reported for duty. The member is not required to work those two (2) hours to get compensated. However, the member may work for two hours and, if so, shall be paid for a total of four hours.
  2. If the member's traffic control or extra duty assignment is canceled outside of the eight-hour period referred to in Paragraph "1," above, no extra compensation shall be paid to the member.
  3. Once the traffic control or extra duty assignment has commenced, the member will be compensated for a minimum of four hours worked for non-township paid jobs that are scheduled for four or more hours and two hour minimum for township paid jobs. If the non-township paid jobs are scheduled for less than four hours the member will be paid for the number of hours scheduled with a minimum of two hours. The member will not have to work the remaining hours to receive the minimum pay.
  4. The hourly rates for Traffic Control or Extra Duty assignments will follow the provisions set forth in the Mount Laurel Fraternal Order of Police Lodge 191 Agreement with the Mount Laurel Township.
- G. Whenever a member working 1800-0600 hour 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 0600 hours until the conclusion of their court appearance), the officer will be considered on duty and subject to assignment as needed.

H. 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.

SOA:

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Township:

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**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 affect 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 decision 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:

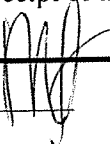
1. Specifically state the essential facts constituting the controversy,
2. State the relief sought;
3. Contain a concise procedural history of the grievance including any decisions that may have been rendered or actions that may have been taken in previous steps.

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 Township initiated grievances 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 a rebuttable 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.

SOA: 

Township: 

**Step One:**

The aggrieved party shall institute action by filing a written statement to the Chief of Police or his/her designee. This shall be done no later than fifteen (15) business 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) business days of filing the grievance.

**Step Two:**

If the aggrieved party is not satisfied with the handling or the results of the grievance procedure at Step #1, he/she may, within fifteen (15) business 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 Manager rule on the grievance in question. The Township Manager, or his/her designee, shall set a meeting within ten (10) business days after the written request for such Step #3 meetings. 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 fifteen (15) business 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 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 fifteen (15) business 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 twenty (20) business 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 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 fifteen (15) business 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 Four:**

If the aggrieved party is not satisfied with the decisions of the Township Council, such person may, within fifteen (15) business days, request in writing that the matter proceeds 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 twenty (20) business days after the final decisions by the Township Council. In the event the aggrieved party elects to pursue the New Jersey Civil Service Commission procedures, the arbitration hearing shall be cancelled, the matter withdraws 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

SOA: 

Township: 

rendering this written decision, the Arbitrator shall indicate his/her findings of fact and reasons for making his/her decision. The Arbitrator's finding 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 fifteen (15) business days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) business 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 fifteen (15) business 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) business days after the written request for such meeting.

Meeting shall be between the Township Manager or designee and the aggrieved parties and/or representative of the MLSOA. The answer, in writing, of the Township Manager (or his/her designee) shall be given to the MLSOA within fifteen (15) business days after the meeting and additional time, as necessary, may be granted, subject to the written approval of both parties. 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.


SOA:


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**ARTICLE 15**  
**SCHOOLS AND TRAINING**

If an officer assigned to a 12-hour shift is required to attend a training session or school during their regularly scheduled day off and the training session lasts between eight and twelve hours, the employee shall be compensated for 12 hours. If the training and/or school occurs during their regularly scheduled workday and the training session lasts between eight and twelve hours, the employee is not required to report for regular duty at the conclusion of the training/school session. The employee must, however, provide written confirmation to his/her supervisor as to the start and end time of the training/school, which may include "portal-to-portal" travel time if the employee leaves from and returns to his/her home.

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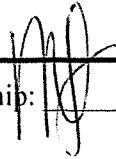
**ARTICLE 16**  
**HEALTH BENEFITS**

A. The Township assumes the full cost of the health care coverage, said coverage shall be obtained through and administered by either the New Jersey State Health Benefits Plan or a plan that is equal to or better than the New Jersey State Health Benefits Plan.

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 B).
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:10-6 et seq., 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 B 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 plans offered by the New Jersey State Health Benefit Plan or a plan that is equal to or better than the New Jersey State Health Benefits Plan.
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 Plan or a plan that is equal to or better than the New Jersey State Health Benefits Plan.

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 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 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 B).

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 Plan or a plan that is equal to or better than the New Jersey State Health Benefits Plan.

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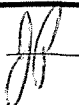
Township:

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 New Jersey State Health Benefits Plan or a plan that is equal to or better than the New Jersey State Health Benefits Plan.
- 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 B).
  - 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.
  - H. 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 B).
    2. Members who retire from service under the provisions of the New Jersey Police and Firemen's 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.
  - I. 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.

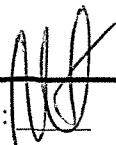
J. WAIVER OF COVERAGE

1. Effective January 1, 2015, eligible members covered by this agreement may choose, in writing, to "waive insurance coverage." Participation 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 leave do not receive Opt Out payments.

SOA:



Township:



**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 the policy.

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SOA: *JP*

Township: *MS*

**ARTICLE 18**  
**COMMUNICABLE DISEASE CLAUSE**

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.

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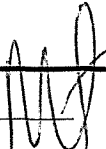
SOA: *AP*

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**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 of members or their immediate family (as "immediate family" as defined in the Article 24, "Bereavement Leave") without loss of regular pay, but sick-leave-verification procedures for all insurances of sick-leave use may be implemented by the Township in accordance with applicable law. 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. Members may take sick time in hourly increments.
- C. 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.
- D. Should a member become permanently disabled, the member may sell back 50% of his unused sick days to a maximum of thirty (30) days.
- E. Any employee hired after January 1, 2017, shall not be entitled to the payments upon retirement as contemplated in Paragraph "C" of this article.
- F. The Union and Police Chief mutually agree to meet to develop an update sick policy.
- G.

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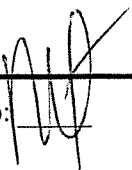
Township: 

**ARTICLE 20**  
**VACATION LEAVE**

- A. Lieutenants and Sergeants shall be entitled to an annual vacation after the following years of service:
1. Thirteen (13) working days for employees with two (2) to ten (10) years of service;
  2. Sixteen (16) working days for those with eleven (11) to fifteen (15) years of service;
  3. Nineteen (19) working days for those with sixteen (16) 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 nineteen years' service, respectively. (i.e. The officer was hired in June 2000, he/she will receive their increment levels on or before January 15, 2010 (10 years), 2015 (15 years). The Chief and the SOA will meet, discuss and agree upon 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.

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**ARTICLE 21**  
**PERSONAL LEAVE**

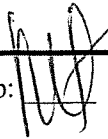
In addition to the vacations enjoyed by the members as per Article 20 above, each member is entitled to an additional four (4) personal days. No personal day, which is taken pursuant to this Article, shall be cumulative from year to year. Additionally, there shall be no pay in lieu of such personal day. 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) special personal days may be taken provided the officer gives twenty-four (24) hours' notice prior to his scheduled shift to a supervisor who shall be defined as a Lieutenant, Deputy Chief or the Chief, except in the case of an emergency. In the event of extenuating circumstances, the twenty-four (24) hour notice requirements 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, but may be used immediately prior to or after vacation leave.

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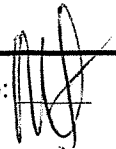
**ARTICLE 22**  
**HOLIDAYS**

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. Floating Holiday (1) | 14. Veterans 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 Floating Holiday.

SOA: 


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**ARTICLE 23**  
**MILITARY LEAVE**

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

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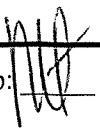
Township: 

**ARTICLE 24**  
**MATERNITY LEAVE**

The MLSOA will follow the provisions set forth in the Mount Laurel Fraternal Order of Police Lodge 191 Agreement with the Mount Laurel Township for Maternity Leave.

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SOA: 

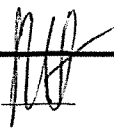
Township: 

**ARTICLE 25**  
**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.

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SOA: 

Township: 

**ARTICLE 26**  
**SEVERE OR TRAUMATIC EVENT**

An employee involved in a shooting incident or other duty-related severe or traumatic incident involving the loss of life or a life-threatening injury will be provided with appropriate counseling and/or therapy.

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Township: MS

**ARTICLE 27**  
**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.

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SOA: *JP*

Township: *MS*

**ARTICLE 28**  
**JUST-CAUSE PROVISIONS**

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.

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
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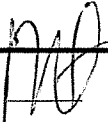


**ARTICLE 29**  
**NON-DISCRIMINATION**

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.

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SOA: 

Township: 

**ARTICLE 30**  
**EDUCATIONAL PAYMENTS**

A. In order to foster a more highly trained and skilled police force an education benefit shall be paid to the member who has earned the following degrees:


AA (Associate Degree) \$300.00


BA (Bachelor Degree) \$800.00

MA (Master Degree) \$1000.00

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.

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SOA: 

Township: 

**ARTICLE 31**  
**SUPERSEDING CLAUSES**

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.

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SOA:           

Township:

**ARTICLE 32**  
**REPLACEMENT OF PERSONAL PROPERTY**

Upon proof of damage and/or loss through an official police/incident report, an employee may be reimbursed in the maximum amount of \$200.00 for the replacement of prescription eyewear and other medically essential items damaged or lost in connection with the employee's assigned duties to the extent the damage or loss is not the result of the employee's own negligence and to the extent the damage or loss is not otherwise covered by insurance.

**ARTICLE 33**  
**K-9 OFFICERS**

**Compensation and Vehicle:**

Those officers who have earned the designation of K-9 Officer as deemed by the Chief shall, in addition to their salary, receive a stipend of \$3,000 payable annually, during the last pay period of November, prorated based on the actual period assigned during the year. The stipend is not part of base pay and is not pensionable. The K-9 Officer shall be permitted to take home a vehicle at the convenience of the Municipality which may only be used for Township business.

**Hours of Work:**

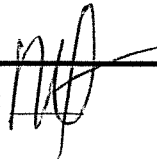
The Chief will have discretion to establish which shift the K-9 Officer will work. It is agreed that the twelve-hour shift is the preferred shift, maintaining the same schedule as set forth in Article 9 (Hours of Work), Section A. 1, of the contract or a twelve (12) hour shift with the work schedule based on a two (2) week schedule and shall consist of eighty-four (84) hours of work time (12:00 pm-24:00 am). However, notwithstanding hours worked by other officers under this Agreement, the hours for the K-9 Officer shall be established by the Chief as determined to be the most efficient use of the K-9 resources for the Township. 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.

**Training:**

Training shall be provided as required by law and at the discretion of the Chief. Training will be scheduled whenever possible during the officer's assigned shift. A K-9 Officer shall be permitted to receive up to twelve (12) hours compensatory time for attending training on their regularly scheduled day off. Such compensatory time must be used by the officer within one calendar year of the date on which it was earned, in a manner which does not negatively impact the operations of the department or result in the creation of overtime.

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SOA: 

Township: 



**ARTICLE 35**  
**DURATION AND RENEWAL**

The term of this contract or agreement shall be effective January 1, 2020, through December 31, 2024, and shall supersede the existing Collective Bargaining Agreement. All provisions of this contract shall remain in full force and effect pending the ratification of a successor agreement, except that payment of salary increments upon expiration of this contract shall be governed by applicable legislation or common law.

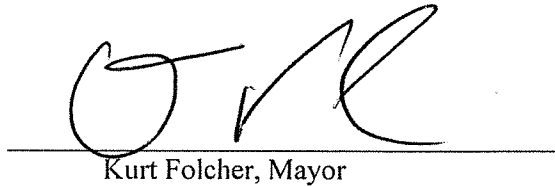
The parties shall commence negotiations for the successor Collective Bargaining Agreement not earlier than one hundred fifty (150) days prior to the expiration of this Agreement.

ATTEST:

For the Township of Mount Laurel

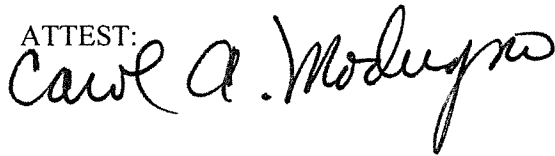
Date:

  
5/20/19

  
Kurt Folcher, Mayor

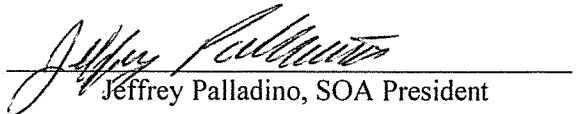
ATTEST:

For the Mount Laurel Superior Officers' Association

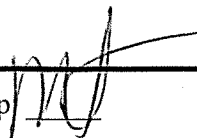


Date:

5-21-2019

  
Jeffrey Palladino, SOA President

SOA: 

Township 

	2020	2021	2022	2023	2024
Lt. D	\$147,373	\$150,173	\$153,026	\$155,934	\$158,896
Lt. C	\$141,700	\$142,409	\$143,121	\$143,836	\$144,555
Lt. B	\$135,700	\$136,379	\$137,060	\$137,746	\$138,434
Lt. A	\$130,985	\$131,640	\$132,298	\$132,959	\$133,624
Det. Sgt. \$6000 on top of base					
Sgt. (Special)	\$135,500	\$137,000	\$137,000	\$137,000	\$137,000
Sgt. F	\$130,427	\$132,905	\$135,430	\$138,003	\$140,625
Sgt. E	\$126,236	\$126,867	\$127,502	\$128,139	\$128,780
Sgt. D	\$123,882	\$124,502	\$125,124	\$125,750	\$126,379
Sgt. C	\$121,573	\$122,181	\$122,792	\$123,406	\$124,023
Sgt. B	\$116,777	\$116,777	\$116,777	\$116,777	\$116,777
Sgt. A	\$112,586	\$112,586	\$112,586	\$112,586	\$112,586

SOA: 

Township: 