

AGREEMENT  
BETWEEN  
THE TOWNSHIP OF MOUNT LAUREL  
AND  
THE MOUNT LAUREL POLICE OFFICERS ASSOCIATION  
OCTOBER 1, 2008 - DECEMBER 31, 2011

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## ARTICLE I

### 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, Deputy Chief of Police, Captain(s) of Police, Lieutenant(s) of Police and Sergeant(s).
- B. The reference to POLICE OFFICER, LEAD OFFICER 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 II

### CHECK OFF OF DUES

- A. The Township agrees to deduct from the salaries of members in the MLPOA dues for the MLPOA. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 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/Treasurer of the MLPOA.
- B. If during the life of this Agreement, there shall be any change in the rate of the MLPOA dues, the MLPOA shall furnish to the Township written notice prior to the effective date of the change and shall then furnish the Township new authorizations from the members in the MLPOA, showing the authorized deduction for each member in the MLPOA. Said notice of change is to be made to the Township at least thirty (30) calendar days prior to the effective date of such change.
- C. The MLPOA will provide the necessary "check off authorization" forms and deliver the signed forms to the Township Treasurer. The MLPOA shall indemnify, defend and save the Township against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of actions taken by the Township in reliance upon salary deduction authorization cards submitted by the MLPOA to the Township.

## ARTICLE III

### 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 form 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 indemnities 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.

## ARTICLE IV

### 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 V

### 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 VI

### 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 VII

### MAINTENANCE OF OPERATION (NO STRIKE/NO LOCKOUT PLEDGE)

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.

- 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.

## ARTICLE VIII

### 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 day's 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. In 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 IX

### 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 Criminal Investigation Division.

- A. The Operations Division consists of the following:

- 1. Patrol Bureau

The Patrol Bureau shall work a twelve (12) hour shift. The twelve-hour shifts shall commence at 7:00 AM, and 7:00 PM. The start of shift time may be adjusted up to one hour prior to 7:00 AM and/or 7:00 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 (0700 - 1900) shall work Monday, Tuesday, Friday, Saturday, Sunday, Wednesday, Thursday.  
Watch II (1900 - 0700) shall work Monday, Tuesday, Friday, Saturday, Sunday, Wednesday, Thursday.  
Watch III (0700 - 1900) shall work Wednesday, Thursday, Monday, Tuesday, Friday, Saturday, Sunday.  
Watch IV (1900 - 0700) shall work Wednesday, Thursday, Monday, Tuesday, Friday, Saturday, Sunday.

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 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)

3. K-9 Bureau

The K-9 Bureau is currently assigned to the Patrol Bureau and works the same schedule as the bureau to which it is assigned.

Additionally: one hour per day will be allotted to the handler when on duty: i.e. when working a directed shift, the handler will be permitted to conclude street duties one hour prior to the conclusion of that shift in order to provided for the care and maintenance of the K-9. Two compensation days off a month will be authorized the K-9 handler for care and maintenance of the K-9 when the handler is not on duty. These compensation days are cumulative, but must be used within the same calendar year in which they are earned, unless the handler is prevented by injury or sickness from taking them.

B. The Criminal Investigation 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)

School Security Officers will work this schedule during the school year and revert back to the patrol schedule assigned to for the remainder of that calendar year.

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.

3. Evidence 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 - 1600 hrs)  
Days/Hours: Friday (0800hrs - 1600hrs)

**ARTICLE X  
BASE PAY**

2008		104 applied	Hired After 10/1/2008	3.90% 2009	3.90% 2010	3.90% 2011
Academy	\$	39,370.24		\$ 39,370.24	\$ 39,370.24	\$ 39,370.24
FTO	\$	46,119.42	\$ 48,425.39	\$ 48,425.39	\$ 48,425.39	\$ 48,425.39
PTL A	\$	53,889.53	\$ 56,584.01	\$ 54,082.33	\$ 56,191.54	\$ 58,383.01
PTL B	\$	59,786.79	\$ 62,776.13	\$ 59,739.27	\$ 62,069.10	\$ 64,489.79
PTL C	\$	62,282.10	\$ 65,396.21	\$ 65,396.21	\$ 67,946.66	\$ 70,596.58
PTL D	\$	64,551.63	\$ 67,779.21	\$ 67,779.21	\$ 70,422.60	\$ 73,169.08
PTL E	\$	67,271.55	\$ 70,635.13	\$ 70,635.13	\$ 73,389.90	\$ 76,252.10
PTL F	\$	69,992.64	\$ 73,492.27	\$ 73,492.27	\$ 76,358.47	\$ 79,336.45
PTL G	\$	72,486.78	\$ 76,111.12	\$ 76,111.12	\$ 79,079.45	\$ 82,163.55
PTL H	\$	75,434.82	\$ 79,206.56	\$ 79,206.56	\$ 82,295.62	\$ 85,505.15
PTL I	\$	79,240.37	\$ 83,202.39	\$ 83,202.39	\$ 86,447.28	\$ 89,818.73
PTL J	\$	83,902.26	\$ 88,097.37	\$ 88,097.37	\$ 91,533.17	\$ 95,102.96
LO A	\$	56,940.26	\$ 59,787.27	\$ 59,787.27	\$ 62,118.98	\$ 64,541.62
LO B	\$	62,837.51	\$ 65,979.39	\$ 65,979.39	\$ 68,552.58	\$ 71,226.13
LO C	\$	65,332.82	\$ 68,599.46	\$ 68,599.46	\$ 71,274.84	\$ 74,054.56
LO D	\$	67,602.35	\$ 70,982.47	\$ 70,982.47	\$ 73,750.78	\$ 76,627.06
LO E	\$	70,332.27	\$ 73,848.88	\$ 73,848.88	\$ 76,728.99	\$ 79,721.42
LO F	\$	73,043.36	\$ 76,695.53	\$ 76,695.53	\$ 79,686.65	\$ 82,794.43
LO G	\$	75,537.50	\$ 79,314.38	\$ 79,314.38	\$ 82,407.64	\$ 85,621.53
LO H	\$	78,485.54	\$ 82,409.82	\$ 82,409.82	\$ 85,623.80	\$ 88,963.13
LO I	\$	82,291.09	\$ 86,405.64	\$ 86,405.64	\$ 89,775.46	\$ 93,276.71
LO J	\$	86,952.98	\$ 91,300.63	\$ 91,300.63	\$ 94,861.35	\$ 98,560.95
DET A	\$	63,017.94		\$ 63,017.94	\$ 65,475.64	\$ 68,029.19
DET B	\$	69,913.09		\$ 69,913.09	\$ 72,639.70	\$ 75,472.65
DET C	\$	72,830.71		\$ 72,830.71	\$ 75,671.11	\$ 78,622.28
DET D	\$	75,483.95		\$ 75,483.95	\$ 78,427.82	\$ 81,486.51
DET E	\$	78,665.97		\$ 78,665.97	\$ 81,733.94	\$ 84,921.57
DET F	\$	81,846.81		\$ 81,846.81	\$ 85,038.84	\$ 88,355.35
DET G	\$	84,764.44		\$ 84,764.44	\$ 88,070.25	\$ 91,504.99
DET H	\$	88,212.01		\$ 88,212.01	\$ 91,652.28	\$ 95,226.72
DET I	\$	92,549.85		\$ 92,549.85	\$ 96,159.29	\$ 99,909.51
DET J	\$	97,211.74		\$ 97,211.74	\$ 101,003.00	\$ 104,942.11

10/01/08 – 07/01/09	Hann B	\$62,776.13 2008 / 65,224.41 2009
01/01/2009 – 12/31/2009	(Choinski): FTO / A / B	\$48,425.39 / 58,790.78 / 65,224.41
01/01/2010 – 12/31/2010	(Choinski): B	\$67,768.15
01/01/2009 – 12/31/2009	(Corsanico / Tantum A/B	\$58,790.78 / \$65,224.41

- A. The differential between each of the steps listed above represents a merit increase.
- B.
  - 1. Members hired between January 1 and June 30 (inclusive) of any calendar year will become eligible for merit increase effective January 1 of the following calendar year and every year thereafter.
  - 2. Members hired between July 1 and December 31 (inclusive) of any calendar year will become eligible for a merit increase effective July 1 of the following calendar year and every year thereafter.
- C.
  - 1. 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.
  - 2. 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.
- D.
  - 1. "Appropriate annual salary" is the salary set forth above plus longevity pay.
  - 2. Effective January 1<sup>st</sup> 2009 payments will be made electronically via direct deposit and paid bi-weekly.

**ARTICLE XI**

**SHIFT DIFFERENTIAL**

- A. Members working either the 1800 hrs - 0600 hrs or 1900 hrs - 0700 hrs shift shall receive a 3 % shift differential. Members eligible for shift differential shall also receive one payment of \$750.00 annually, no later than November 30<sup>th</sup>. The \$750.00 annual payment will take effect after January 1<sup>st</sup> 2009.
- B. The differential shall remain the same for the entire rotation regardless of assignment.
- C. Differential pay calculated upon the member's base pay, shall be added to the annual compensation of the member in accordance with established salary policies of the Township for all employees in the same position who are members of this collective bargaining agreement, and paid in regular, periodic installments in accordance with the established payroll cycle. Differential pay associated with base pay shall be added to and treated as base pay for purposes of pension contribution.
- D. Differential pay associated with overtime shall be added to and treated as overtime for purposes of pension contribution. Differential pay shall be paid monthly and concurrently with a weekly payment as overtime is paid in accordance with the established salary policies of the Township.

**ARTICLE XII**

**COMPENSATION FOR WORK IN HIGHER GRADE**

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



## ARTICLE XIII

### 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, including court time.
  2. Members working the twelve (12) hour schedule will receive overtime at the rate of double time for hours worked in excess of twelve (12) continuous hours of overtime. Members working the eight (8) hour or eight and half (8.5) hour schedule will receive overtime at the rate of double time for hours worked in excess of eight (8) continuous hours of overtime. Members working outside Traffic Control or Extra Duty Assignments are considered working the eight (8) hour schedule regardless of their normal work schedule.
- B. 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.
- C. 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. 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, the compensatory time will be reduced pro-rata.
- D. 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.
- E. 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 XIV**

**LONGEVITY CLAUSE**

A. This paragraph provides for appropriate differential salary recognition as a reward for long years of continuous and faithful service. Longevity pay shall be paid commencing January 1 of the applicable anniversary year, preceding the anniversary of hire date. The Longevity Plan provides for the following increases above the ceiling of the appropriate salary:

1. \$1,000.00 after ten (10) years of continuous service
2. \$2,000.00 after fifteen (15) years of continuous service
3. \$5,000.00 after twenty (20) years of continuous service

- The longevity based on the prior contract will stay in effect until 12/31/08. The longevity listed above in section A will take effect January 1<sup>st</sup> 2009.

**ARTICLE XV**

**(RESERVED)**

**ARTICLE XVI**

**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. The Township will assume fifty percent (50%) of the costs of Dental Plan and Prescription Drug Plan Benefits with the employee assuming the costs of the remaining fifty percent (50%) through payroll deduction. 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. 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. 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.

C. The Township will assume fifty percent (50%) of the cost of the Optical plan coverage with the employee assuming the costs of the remaining fifty percent (50%) through payroll deduction.

D. The Township will assume the full cost of coverage set out in Subsection A and B of Article XVI 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.

E. The Township will assume the full cost of coverage set out in Subsection A of Article XVI and the Township will assume fifty (50%) percent of the costs of coverage set out in Subsection B of Article XVI with the member paying the remaining fifty (50%) percent for the following classes of employees and/or their families:

Members who retire from service under the provisions of the New Jersey Police & Fireman System. Coverage shall cease as follows:

1. For members hired on or before 12/31/85 - thirty-six (36) months after retirement,
2. 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 B of Article XVI under the Township's Group Plan by assuming the cost.

F. The benefits given in Article XVI, Subsection D and E are to be received by those people enumerated in Subsection D and E, 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. The word "Family" in Article XVI, Subsection D is agreed to mean the spouse of the member and children of the member.

## ARTICLE XVII

### 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 XVIII

### 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.

## ARTICLE XIX

### 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 an employee's career with no maximum number of days that can be accumulated. Accumulated days as of 10/01/08 will remain entitlement of the members.
- B. A member may elect to sell back to the Township up to ten (10) unused sick leave days per year valued at their current daily rate subject to the following conditions:
  1. Only unused sick days from the current year's allotment are eligible to be sold back.
  2. The Member must have at least ten (10) days sick leave remaining after sell back,
  3. The Member must submit the sell back request in writing by December 1<sup>st</sup>.
  4. The Township shall make the sell back payment no later than December 31<sup>st</sup>.
- C. Should a member become permanently disabled, the member may sell back 50% of his unused sick days to a maximum of thirty (30) days.
- D. A member shall be entitled to use up to 50% of unused sick days to a maximum of thirty (30) days before retirement. The use of these thirty (30) sick days shall not preclude the member from electing to sell back to the Township up to ten (10) unused sick days in the year of retirement.

## **ARTICLE XX**

### **VACATION**

- A. All members covered by the provisions of this Agreement shall be entitled to an annual vacation as follows:
1. One (1) working day's 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 ten (10) years of service;
  4. Sixteen (16) working days' vacation for members with eleven (11) to fifteen (15) years of service;
  5. Nineteen (19) working days' vacation for members with sixteen (16) to twenty (20) years of service;
  6. Twenty-two (22) working days' vacation for members with twenty (20) or more years of service;
- B. Each Member is guaranteed that at least one (1) week of his vacation will occur between Memorial Day and Labor Day during the years this Agreement is in force.
- C. 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.
- D. 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. Accumulated days as of 10/01/08 will remain entitlement of the members.

## **ARTICLE XXI**

### **PERSONAL LEAVE**

In addition to the vacations enjoyed by the employees as per Article XX above, each employee 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 employee 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. All personal days must be requested pursuant to Departmental policies regarding the formal filing of vacation requests.

## ARTICLE XXII

### HOLIDAYS

- A. The holidays shall be:
1. New Year's Day
  2. Martin Luther King Day
  3. Presidents 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. A Floating Holiday

All members not assigned to the Patrol Bureau shall not be required to work on Township holidays (# 1-12 above), subject to the provision that any employee recalled to duty on a Township holiday for a bonafide emergency will not receive additional compensation unless Article XIII applies.

## ARTICLE XXIII

### MILITARY LEAVE

Military leave shall be granted as provided for under Section 40-15H of the existing Township Personnel ordinance and as per applicable rules and regulations of the State of New Jersey Department of Personnel Law or successor.

## ARTICLE XXIV

### 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 in the family up to a maximum of twenty four (24) working hours, and for the 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 family is defined as the death of a grandparent, or parent-in-law. Death in the immediate family is defined as the death of a spouse, parent, step-parent, sibling, or child.
- C. 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.

## ARTICLE XXV

### 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 XXVI**

**TRANSPORTATION**

- A. The Township shall reimburse members at the Federal Rate for two (2) trips to and from the location of any school where the employee is staying for five (5) days, and for four (4) trips to and from the location of any school where the employee is staying for ten (10) days.
- B. The Township shall pay members for travel time subject to the following:
1. Payment will only be for travel time that is overtime,
  2. Payment will only be for travel time that is over (two) hours in one direction,
  3. Payment will be equal to half (½) of the total travel time,
  4. Overnight accommodations provided by the Township will eliminate travel time payments.

**ARTICLE XXVII**

**JUST CAUSE PROVISION**

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 XXVIII**

**CONTRACT ADMINISTRATION AND ENFORCEMENT; GRIEVANCE PROCEDURE**

F. 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 (1 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.

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.

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 (and/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 XXIX

DURATION AND EFFECTIVE DATES

A. The term of this contract or agreement shall be effective October 1<sup>st</sup> 2008, through December 31, 2011. All provisions of this contract shall remain in force and intact pending the ratification of a successor agreement.

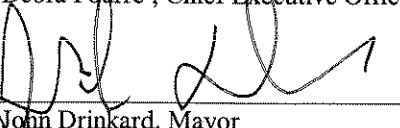
B. The parties shall commence negotiations for the 2012 Collective Bargaining Agreement not earlier than one hundred fifty (150) days prior to the expiration of this Agreement.

ATTEST:

Township of Mount Laurel

9-19-08  
Date:

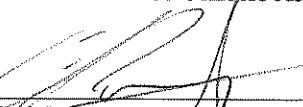
By   
Debra Foutre, Chief Executive Officer


By   
John Drinkard, Mayor

ATTEST:

Mount Laurel Police Officers Association



By   
Earl Dever, President

By   
Edward Pincus, Secretary