

## MEMORANDUM OF AGREEMENT

This Agreement is reached between the Mount Laurel Police Officers Association (MLPOA), Mount Laurel Superior Officers Association (MLSOA) and the Township of Mount Laurel (Township) for the purpose of extending the parties; current contracts and addressing the alleged 2010-2011 economic shortfall of the Township. The terms of this Agreement must be approved and adopted by the Township's governing body and ratified by the membership of each bargaining unit. This Agreement is reached in lieu of any reduction in force, demotion in rank, and/or voluntary furlough for law enforcement officers. The terms of this Agreement are set forth below and where applicable, will supersede the current contractual language.

### 1. Base Pay

- A. Effective July 1, 2010, Step Patrol J, Step Lead Officer J, Detective J, and all Sergeant and Lieutenant steps shall be increased by Five Hundred Dollars (\$500).
- B. Effective July 1, 2011, the parties agree there shall be an across the board wage of three percent (3.0%) with no retroactivity to the previous implementation date of January 1, 2011.
- C. Effective January 1, 2012, all steps for Patrol Officers, Lead Officers, Detectives, Sergeants and Lieutenants shall be increased by two and one-half percent (2.5%), but officers shall not move in step during this calendar year.
- D. Effective January 1, 2013, all steps for Patrol Officers, Lead Officers, Detectives, Sergeants and Lieutenants shall be increased by two and one-half percent (2.5%), but officers shall not move in step during this calendar year.
- E. Effective January 1, 2014, all officers will move in step pursuant to the parties' bi-annual practice.

2. Shift Differential

Effective July 1, 2010, the provisions of this Article shall be eliminated.

3. Overtime

The parties agree to modify the provisions under this Article from the execution of this Agreement through December 31, 2010, at which time Section (F) shown below will no longer be applicable and all other terms of this Article and the Collective Bargaining Agreement will remain in full force and effect.

F. For the remainder of the 2010 calendar year, all employees covered by this Agreement agree that instead of being paid one and one half (1 ½) times their straight time hourly rate of pay, they will receive one and one half (1 ½) hours for every hour of overtime worked as defined in this Article. This shall be known as "special" compensatory time.

1. Employees shall be permitted to accrue compensatory time, but this "special" compensatory time must be used by the officer and is not subject to being converted to cash payment.

2. Employees will attempt to use their "special" compensatory time within a "reasonable period", but not longer than twelve (12) months after the officer earned said compensatory time so long as its use does not "unduly disrupt" the operations of the police department. The Chief of Police shall make every effort to permit officer's to use this time at their discretion. However, should the employee fail to use the said compensatory time, the Police Chief shall be permitted to regularly schedule an officer leave time for the purpose of using their accumulated "special" compensatory time.

(a) "Unduly disrupt", for the purpose of this Article shall mean, the inability of the police department to provide services of acceptable quality and quantity for the

public during the time requested without the use of the employee's services. However, mere inconvenience to the Employer is an insufficient basis for denial of a request for compensatory time off, but the Employer may deny a request for compensatory time if the granting of the request would cause overtime.

3. The parties' agree that paid overtime shall continue for any detail that is reimbursed to the Township by an outside employer, agency, grant, or state or federal program.

4. Health Benefits

Effective July 1, 2010, all employees covered under this Agreement shall contribute one and one-half percent (1.5%) of their pensionable wage to the Township for their health benefits. This contribution and all contributions set forth under this Article shall be subject to the Federal IRS 125 Plan for pre-tax deductions.

5. Sick Leave

Effective July 1, 2010, the provisions under Sections B, C, and D shall be eliminated and replaced with the following:

- A. Upon retirement, officers with twenty-four (24) or more years of service in the New Jersey Police and Firemen's Retirement System as of April 1, 2010, shall be permitted to convert one (1) hour of sick leave for every two (2) hours of accumulated sick leave to cash upon retirement not to exceed Fifteen Thousand (\$15,000.00) Dollars. This is to be paid in the last pay in November in the year following the officer's retirement date.
- B. Upon retirement, officers with twenty (20) to twenty-four (24) years of service in the New Jersey Police and Firemen's Retirement System as of April 1, 2010, shall be permitted to convert one (1) hour of sick leave for every three (3) hours of accumulated sick leave to cash upon retirement not to exceed Fifteen Thousand (\$15,000.00) Dollars. This is to be paid in the last pay in November in the year following the officer's retirement date.

- C. Upon retirement, officers with seventeen (17) to twenty (20) years of service in the New Jersey Police and Firemen's Retirement System as of April 1, 2010, shall be permitted to convert one (1) hour of sick leave for every four (4) hours of accumulated sick leave to cash upon retirement not to exceed Fifteen Thousand (\$15,000.00) Dollars. This is to be paid in the last pay in November in the year following the officer's retirement date.
  - D. Upon retirement, officers with less than seventeen (17) years of service in the New Jersey 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 upon retirement not to exceed Fifteen Thousand (\$15,000.00) Dollars. This is to be paid in the last pay in November in the year following the officer's retirement date.
  - E. The MLPOA and MLSOA agree to meet and work with the Chief of Police to mutually develop a sick leave verification policy to be implemented as soon as reasonably possible.
6. Based upon the Township's alleged economic shortfall and the accommodating measures agreed to by the POA and SOA, it is understood there shall be no further discussion or necessity for furloughs, demotions and/or layoffs in the Township of Mount Laurel Police Department through December 31, 2013.
  7. Officers who provide written notice to the Township to retire by December 31, 2010, shall not be subject to provisions #4 and #5 herein and shall receive the benefits as established and set forth under the parties' current contract.
  8. The Township shall provide and share with the POA and SOA on a regular basis, documents and/or worksheets that show the economic status of the Township. In

particular, the Township agrees to provide the POA and SOA, on a regular basis, documents to show the status of workers' compensation payments and/or savings, grant awards, changes in state and/or federal aid, and any changes in the employment status of any law enforcement officer.

By this agreement the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands at the Township of Mount Laurel, County of Burlington, New Jersey on this 17 day of May, 2010.

TOWNSHIP OF MOUNT LAUREL,

By: Jennifer Bunnell By:

MOUNT LAUREL POLICE OFFICERS ASSOCIATION,

By: [Signature] By:

MOUNT LAUREL POLICE SUPERIOR OFFICERS ASSOCIATION,

By: Steve Lieberman President M.L.S.O.A By:

WITNESS:

MOUNT LAUREL FOP LODGE NO. 191,

By: Judith Schiavone <sup>President</sup>  
<sup>M.L.F.P.#191</sup>

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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE TOWNSHIP OF MOUNT LAUREL  
AND  
THE MOUNT LAUREL  
SUPERIOR OFFICERS ASSOCIATION  
OCTOBER 1, 2008 to DECEMBER 31, 2011

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## ARTICLE I – RECOGNITION

- A. The Township of Mount Laurel (hereafter 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.

## ARTICLE II - 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 the 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 according 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 herewith, 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 the State of New Jersey and of the United States of America.



### ARTICLE III - CHECK OFF OF ASSOCIATION 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. (R.S) 52:14-15.9e, as amended. The Township shall promptly remit monthly and all amounts 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.

### ARTICLE IV - MAINTENANCE OF OPERATIONS

- A. The MLSOA covenants and agrees that during the term of this Agreement, neither the MLSOA, nor 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 their 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.

#### Article IV (continued)

- C. The MLSOA will actively discourage and will take whatever affirmative action or steps necessary to prevent or terminate and 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 department personnel during the term of this Agreement.

#### ARTICLE V - SEPARABILITY

If any part of this Agreement is nullified through an act of the Legislature of the State of New Jersey or the courts of the State of New Jersey, all other Articles of this Agreement will remain in full force and effect.

#### ARTICLE VI - BASE PAY

- A. Steps. The differential between each of the steps listed above represents a merit increase.
- B. Personnel promoted to the rank of Lieutenant or Sergeant between January 1 and June 30 (inclusive) of any calendar year will become eligible for a merit increase effective January 1 of the following calendar year and each year thereafter. Personnel promoted to the rank of Lieutenant or Sergeant 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 each year thereafter.
- C. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, by 2184.
- D. Effective October 1, 2008, Salary Guides shall be modified for members working the eighty-four hour, per two week, schedule to include the supplemental payment for the one hundred and four (104) hours per year additional work time created by the work schedule and paid throughout the year as a component of base compensation for all calculation purposes. It is agreed that payment for these hours is paid at straight time as reflected in the Salary Guide.
- E. The Township may elect to change from weekly to bi-weekly pay periods and/or may institute electronic payment of payroll.

1. "Appropriate annual salary" is the salary set forth below plus longevity pay.

Article VI (continued)

SALARY GUIDES

OCTOBER 1, 2008 - DECEMBER 31, 2008

STEP	SERGEANT	DETECTIVE SERGEANT	LIEUTENANT
A	94361	96774	109309
B	99104	102057	114798
C	105410	109440	118624
D	107756	112833	

JANUARY 1, 2009 - DECEMBER 31, 2009

STEP	SERGEANT	DETECTIVE SERGEANT	LIEUTENANT
A	97664	100161	113135
B	102573	105629	118815
C	109099	113270	122776
D	111527	116782	

JANUARY 1, 2010 - DECEMBER 31, 2010

STEP	SERGEANT	DETECTIVE SERGEANT	LIEUTENANT
A	101082	103667	117095
B	106163	109326	122974
C	112917	117234	127073
D	115430	120869	

JANUARY 1, 2011 - DECEMBER 31, 2011

STEP	SERGEANT	DETECTIVE SERGEANT	LIEUTENANT
A	104620	107295	121193
B	109879	113152	127278
C	116869	121337	131521
D	119470	125099	

## ARTICLE VII – LONGEVITY

- 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. One percent (1%) of annual base salary after ten (10) years of continuous service
  2. Two percent (2%) of annual base salary after fifteen (15) years of continuous service
  3. Five percent (5%) of annual base salary after twenty (20) years of continuous service.

\* The longevity based on the prior contract will stay in effect until December 31, 2008. The longevity listed above will take effect January 1, 2009.

## ARTICLE VIII - OVERTIME

- A. 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.
- B. Compensation for overtime worked by Sergeants and/or payment in lieu of overtime shall be in accordance with the following paragraphs:
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. Overtime at the rate of double time will be paid to Sergeants for overtime hours worked in excess of those hours that would constitute a regularly scheduled workday,
  3. 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.
- C. Applicability -- 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.

## Article VIII (continued)

- D. 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.
- E. Five (5) days compensatory time will be given annually to members assigned to on-call duty responsibilities, because of their standby time. If scheduling precludes use of compensatory time, the member 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.
- F. 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 Sergeant shall be entitled to any additional compensation under this Article for temporarily replacing a Lieutenant when absent due to holiday, vacation leave, short term sick leave, bereavement leave, or similar short term absence.

## ARTICLE IX - 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. The Dental Plan and Prescription Drug Plan insurance coverage's will be obtained and administered through the New Jersey State Health Benefits Program.
- C. The Township will assume fifty percent (50%) of the cost of Optical plan coverage with the employee assuming the costs of the remaining fifty percent (50%) through payroll deduction.

## ARTICLE X - BEREAVEMENT LEAVE

- A. Bereavement leave, without loss of regular pay, shall be granted to employees covered under this Agreement for death in the family up to a maximum of two (2) consecutive calendar days, and for death in the immediate family up to a maximum of seven (7) consecutive calendar days. One of the aforementioned days shall be that of the funeral. For the purpose of this Article, death in the family is defined as brother, sister, grandparent or parent-in-law. Death in the immediate family is defined as spouse, parent, or child. "Step" relationships shall also be included in the definition of family and immediate family.
  
- B. Bereavement leave, without loss of regular pay, shall be granted to all members for the death of a spouse or former spouse up to a maximum of fourteen (14) consecutive calendar days, while care of a minor child is arranged.

## ARTICLE XI - VACATION LEAVE

- A. Lieutenants and Sergeants shall be entitled to an annual vacation as follows:
  - 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 twenty (20) years of service; and
  - 4. Twenty-two (22) working days for employees with twenty (20) or more years of service.
  
- B. Lieutenants and Sergeants are guaranteed that at least one (1) week of his vacation will occur between June 1 and September 6 during the years this Agreement is in force. The member shall receive the next vacation increment level after completion of ten, fifteen, and twenty years service, respectively. Accumulated days as of October 1, 2008, will remain entitlement of the members.
  
- C. In addition to the vacation enjoyed by Lieutenants and Sergeants as per paragraph A of this Article, each member is entitled to four (4) personal days. No personal day, which is taken pursuant to this Subparagraph C, shall be cumulative from year to year unless approved by the Chief of Police. 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. All personal days must be requested pursuant to Departmental policies regarding the filing of vacation requests.

**ARTICLE XII - AGENCY SHOP**

- 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 employees 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 deductions for 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 the Township pursuant to the provisions of this Article.

**ARTICLE XIII - MILITARY LEAVE**

- A. Military Leave will be granted as provided for under Section 40-15H of the Township Personnel Ordinance and as per applicable Rules and Regulations of the New Jersey Department of Personnel, the State of New Jersey and the United States of America.

**ARTICLE XIV - HOLIDAYS**

- A. The Township holidays shall be:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
  
- B. Sergeants and Lieutenants, not assigned to the Patrol 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 VIII applies. All members, regardless of assignment, will be entitled to one Floating Holiday.

- C. Lieutenants assigned to the Patrol Bureau 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 additional Floating Holiday.

#### **ARTICLE XV - SERVICE RECORDS**

- A. Once a year, during normal working hours, all members shall be permitted to review their Personnel Files. At least three (3) working 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. 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 XVI - LAYOFF AND DISCHARGE**

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 Department of Personnel, or succeeding agency.

#### **ARTICLE XVII - TRANSPORTATION**

- A. The Township shall provide for transportation for approved training.



### ARTICLE XVIII - SHIFT DIFFERENTIAL

- A. Members of the bargaining unit working a 7:00 PM to 7:00 AM shall receive a 3% shift differential. This differential shall also apply to members assigned to work the 6:00 PM to 6:00 AM shift.
- B. Members of the bargaining unit 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 January 1, 2009.
- C. Differential pay shall be calculated upon the member's base pay, and 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 XIX - JUST CAUSE

- A. No officer shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of occupational advantage, or given an adverse evaluation of his services without just cause.
- B. Any such action asserted by the Township Council in Paragraph A, above, shall be subject to the Grievance Procedure herein set forth.

**ARTICLE XX - CONTRACT ADMINISTRATION AND ENFORCEMENT;**  
**GRIEVANCE PROCEDURE**

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as 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

1. The term "grievance" as used herein, means any controversy arising over the interpretation, application or violation of policies, agreements and administrative decisions 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 a Township initiated grievance 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 rebuttable presumption that

**Article XX (continued)**

the relief sought is granted. An extension of time to file or respond to 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 his/her immediate superior. This shall be done no later than ten (10) 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) days of the filing of the grievance. If Lieutenants have a grievance involving their immediate superior regarding his/her policies, they will follow this first step by filing a written statement to the Chief of Police. If Sergeants have a grievance involving a Lieutenant, they will file a written statement directly to the Deputy Chief of Police.

**Step Two:** If the aggrieved party is not satisfied with the handling or the results of the grievance at Step #1, and such grievance concerns the interpretation, application or alleged violation of this Agreement only, the aggrieved party may make a written request for a Step #2 meeting within ten (10) calendar days after the answer is received from the aggrieved party's immediate superior as required in Step #1. The Chief of Police, or his/her designee, shall set a meeting within ten (10) calendar days after the written request for such Step #2 meeting. Step #2 meeting shall be between the Chief of Police (and/or designee) and the aggrieved party and a representative of the MLSOA (if such representative is requested to be present by the aggrieved party). The answer, in writing, of the Chief of Police (or his/her designee) shall be given to the aggrieved party within twenty (20) calendar days after the meeting. In the event that a representative of the MLSOA was present at the Step #2 meeting, pursuant to the request of the aggrieved party, a copy shall provided 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 ten (10) calendar 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 Council Manager rule on the grievance in question. The Township Manager, or his/her designee, shall set a meeting within ten (10) calendar days after the written request for such Step #3 meeting. 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 twenty (20) calendar days after the

## Article XX (continued)

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 Four:** If the aggrieved party is not satisfied with the handling or the results of the grievance procedure at Step #3, he/she may, within ten (10) calendar 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 thirty (30) 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 the 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 twenty (20) calendar 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 Five:

- a. If the aggrieved party is not satisfied with the decision of the Township Council, such person may, within ten (10) 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).
- b. However, no arbitration hearing shall be scheduled sooner than thirty (30) calendar days after the final decision by the Township Council. In the event the aggrieved party elects to pursue the New Jersey Department of Personnel Procedures, the arbitration hearing shall be canceled, the matter withdraw from PERC and the MLSOA 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. 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/her findings of fact and reasons for making his/her decision. The Arbitrator's findings will be binding on both parties to the contract.

## Article XX (continued)

### E. Township Grievances

Grievances initiated by the Township shall be filed directly with the MLSOA within ten (10) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar 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.

### F. 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 ten (10) 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) 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 MLSOA. The answer, in writing, of the Township Manager (or his/her designee) shall be given to the MLSOA 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 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.

## ARTICLE XXI - SICK TIME

- A. All Lieutenants and Sergeants 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 October 1, 2008 will remain entitlement of the members.
- B. Each member shall have the option to sell back to the Township up to ten (10) unused sick days per year valued at their current daily rate and/or equal to 100% subject to the following:
  - 1. The employee must have at least fifteen (15) sick days remaining available for use as of December 31<sup>st</sup> after the days sold back are subtracted.

**Article XXI (continued)**

2. The sell back request must be submitted in writing to the Employer by December 1<sup>st</sup>.
  3. Only unused sick days from the current year's allotment are eligible to be sold back.
  4. The Township shall make payment for sick days sold back no later than December 31<sup>st</sup>.
- C. A member who provides sixty days advance notice of retirement to the Township, in writing, shall be entitled to use 50% of their accumulated sick leave, to a maximum of thirty days leave, immediately prior to members' retirement. The use of this terminal leave shall not preclude a member from receiving sick leave incentive sell back for the calendar year of retirement and shall not count towards eligibility for said incentive.

**ARTICLE XXII - SEPARATION, DEATH AND RETIREMENT**

- A. Should an employee become permanently disabled, he may sell back fifty percent (50%) of his unused sick leave to a maximum of thirty (30) days.
- B. 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.
- C. The Township will assume the full cost of coverage set out in Subsection A of Article IX and the shared cost of coverage as outlined in subparagraph B of Article IX of this Agreement 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.

**Article XXII (continued)**

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 IX under the Township's Group Plan by assuming the cost.

- D. The benefits given in this Article, Subsection B and C are to be received by those people enumerated in Subsection B and C, 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 this Article is agreed to mean the spouse of the member and children of the member.
- E. The Township agrees to provide life insurance coverage, at its expense, for each currently employed member covered by this Agreement in an amount of \$50,000.00.
- F. A member who retires between January 1 and June 30 shall receive vacation pay prorated to the date of retirement. A member who retires between July 1 and December 31 shall receive full annual vacation pay for the calendar year of retirement.

**ARTICLE XXIII – EDUCATIONAL PAYMENTS**

- A. Effective January 1, 2009, a member who has earned a degree from an accredited college or university, shall receive an annual stipend in the amount of;

Bachelor's Degree \$ 800.00

Master's Degree \$ 1,000.00

- 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.

**ARTICLE XXIV - SUPERSEDING CLAUSE**

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.

**ARTICLE XXV - WORK SCHEDULE; HOURS OF WORK**

- A. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires superior officers' services continually throughout the seven (7) day week.

**Article XXV (continued)**

- B. Lieutenants and Sergeants, assigned to other than the Patrol Bureau, shall work a five (5) days on and two (2) days off schedule throughout the year. Lieutenants and Sergeants, not assigned to the Detective Bureau or the Patrol Bureau, shall work an 8.5 hour work day not to exceed eighty-four (84) hours per two week pay period.
- C. Lieutenants and Sergeants assigned to 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

- D. The schedule rotation of Lieutenants and Sergeants will be the same as the Patrol Officers and Lead Officers assigned to the Patrol Bureau.
- E. In cases of 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 re-assignments in cases of national, state, or local emergencies.

**ARTICLE XXVI - NON-DISCRIMINATION**

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

**ARTICLE XXVII - COMMUNICABLE DISEASE**

Any member who shall suffer from a serious communicable disease shall be treated with a rebuttable presumption that the disease was contracted on the job. Incident reports will be used to validate such claims.



**ARTICLE XXVIII - DURATION AND RENEWAL**

The term of this contract or agreement shall be effective October 1, 2008, through December 31, 2011, and shall supercede the existing Collective Bargaining Agreement. All provisions of this contract shall remain in force and intact pending the ratification of a successor agreement.

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

Carol Modugno

By Debra Fourre  
Debra Fourre, Chief Executive Officer

By John Drinkard  
John Drinkard, Mayor

Mount Laurel Superior Officers Association

By John Lake  
John Lake, President

By Kevin Randall  
Kevin Randall, Secretary/Treasurer

Signed on 9-19-08