

Contract no. 1223

AGREEMENT

BETWEEN

THE TOWNSHIP OF MOUNT LAUREL

AND

THE MOUNT LAUREL POLICE OFFICERS ASSOCIATION

January 1, 1991 - December 31, 1993

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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, 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
CHECKOFF 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 quarterly 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) days prior to the effective date of such change.

C. The MLPOA will provide the necessary "checkoff 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) 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 MLPOA all in the same manner as

membership dues deductions for 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 indemnifies 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, subject to the provisions of Department of Personnel Law; 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.

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.

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) 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 IX
HOURS OF WORK

A. 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. In the Patrol Bureau the work week shall be a four (4) day, ten (10) hour work schedule.

1. Patrol Bureau

A four (4) day, ten (10) hour schedule with the following shifts:

Group A works 0700 hrs. - 1700 hrs.
Group B works 1500 hrs. - 0100 hrs.
Group C works 2300 hrs. - 0900 hrs.

Shifts shall rotate on a calendar month basis so that Group A working the 0700 hrs. - 1700 hrs. tour of duty for one (1) month will work the Group B schedule the following month and the Group C schedule the next month thereafter, after which the cycle shall repeat itself. This schedule reflects that which has been in effect within the Patrol Bureau since January 1, 1989.

B. Excluded from this work schedule are Detectives, Traffic Bureau and K-9 personnel.

**ARTICLE X
SALARY
EFFECTIVE DATES**

<u>STEPS</u>	1/1/91	1/1/92	1/1/93
A	\$27,560	\$29,214	\$30,966
B	28,726	30,450	32,277
C	29,786	31,573	33,468
D	31,058	32,921	34,897
E	32,330	34,270	36,326
F	33,496	35,506	37,636
G	34,874	36,966	39,184
H	36,358	38,539	40,852

A. LEAD OFFICERS shall receive a pay differential of \$1,000.00 per year.

B. Any member who has reached the maximum step above, shall receive an annual merit bonus payment of \$300.00. The payment will be made in the first pay period in July of the year it is

due. If an officer ceases to be employed, other than retirement, his payment will be prorated for the time he has worked.

C. The differential between each of the steps listed above represents a merit increase.

D. Members employed as of January 1, 1980 will continue to be eligible for merit increases on January 1 of each calendar year. Members hired after January 1, 1980 will be eligible for merit increases as follows:

1. Members hired 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 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.

E. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, as set forth above, by 2080.

1. "Appropriate annual salary" is the salary set forth above and it does include longevity pay.

ARTICLE XI
SHIFT DIFFERENTIAL

A. Effective January 1, 1991, members working either the 1500 hrs. - 0100 hrs. or 1700 hrs. - 0100 hrs. shift shall receive a 1% shift differential.

B. Effective January 1, 1991, members working either the 2300 hrs. - 0900 hrs. or the 2000 hrs. - 0600 hrs. shift shall receive a 2% shift differential.

C. Effective January 1, 1992, members working either the 1500 hrs. - 0100 hrs. or 1700 hrs. - 0100 hrs. shift shall receive a 2% shift differential.

D. Effective January 1, 1992, members working either the 2300 hrs. - 0900 hrs. or the 2000 hrs. - 0600 hrs. shift shall receive a 2% shift differential.

E. The differential shall be computed only for the periods actually worked on such shifts.

F. Differential pay shall be calculated upon the member's base pay.

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, he shall be compensated at the rate he would earn in the next higher rank. Merely performing work occasionally or normally done by a higher ranking officer will not entitle him 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 in excess of the regularly scheduled work week, including court time.

2. Overtime at the rate of double time will be paid for hours worked in excess of ten (10) continuous hours of overtime worked for members working the ten (10) hour schedule. Members working the eight (8) hour schedule will receive overtime at the rate of double time for hours worked in excess of eight (8) continuous hours of overtime.

B. All overtime shall be approved by the Director of Public Safety 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 more than five (5) consecutive days, if on a five (5) day schedule, or four (4) consecutive days, shall receive overtime as described above. Detectives are specifically excluded from receiving overtime payments, unless the salary differential in lieu of overtime provision in Article XV is eliminated, in which case they shall be paid overtime in accordance with the provisions of this Article, and except when detectives are assigned by the Director

of Public Safety, or his designee, to perform duties normally assigned to the Operations Division.

ARTICLE XIV
LONGEVITY CLAUSE

A. This paragraph provides for appropriate differential salary recognition as a reward for long years of continuous and faithful service. The Longevity Plan provides for the following increases above the ceiling of the appropriate salary.

B. Effective January 1, 1991, the following payment scale for longevity shall be in effect:

1. \$500.00 after ten (10) years of continuous service.
2. \$1,000.00 after fifteen (15) years of continuous service.
3. \$2,000.00 after twenty (20) years of continuous service.
4. \$2,500.00 after twenty-five (25) years of continuous service.

C. Effective January 1, 1992, the following payment scale for longevity shall be in effect:

1. \$650.00 after ten (10) years of continuous service.
2. \$1,300.00 after fifteen (15) years of continuous service.
3. \$2,600.00 after twenty (20) years of continuous service.

4. \$3,250.00 after twenty-five (25) years of continuous service.

**ARTICLE XV
DETECTIVES**

A. Detectives shall be granted a salary differential in lieu of overtime in an amount equal to 17% of the applicable salary. If the Township begins paying actual overtime, the differential will be eliminated.

B. 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.

C. 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.

**ARTICLE XVI
CLOTHING/CLOTHING MAINTENANCE ALLOWANCE**

A. A clothing maintenance reimbursement shall be paid to all members assigned to full-time duties in uniform in accordance with the following schedule:

Effective Date	Amount
1/1/91	\$500.00
1/1/92	\$550.00
1/1/93	\$600.00

B. A clothing allowance shall be paid to all members assigned permanently to the Detective Bureau in accordance with the following schedule:

Effective Date	Amount
1/1/91	\$700.00
1/1/92	\$700.00
1/1/93	\$700.00

ARTICLE XVII
HEALTH BENEFITS

A. The Township assumes the full cost of Blue Cross (365 Expanded Program 650) and Blue Shield (UCR PLAN), Major Medical and Rider J health insurance policies. In the event that the Township should opt for the Blue Cross/Blue Shield Medallion Program, the members agree to accept this health insurance plan.

B. The Township assumes fifty (50%) percent of the costs of dental, optical, and prescription plans with the member paying the remaining fifty (50%) percent through payroll deduction.

C. The Township shall make the arrangements necessary to maintain the plans in effect at coverage levels equivalent to those now in force.

D. The Township will assume the full cost of coverage set out in Subsection A of Article XVII for the following classes of employees 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. Members who retire from service under the provisions of the New Jersey Police & Fireman System. Coverage shall 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 1/1/85 - eighteen (18) months after retirement.

E. The benefits given in Article XVII, Subsection D are to be received by those people enumerated in Subsection D, 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 is to be received only until such dependent child reaches the age of nineteen (19) years. The word "Family" in Article XVII, Subsection D is agreed to mean the spouse of the member and the children of the member.

ARTICLE XVIII
SICK LEAVE SELL BACK

A. Effective January 1, 1990, at the time of an employee's retirement pursuant to the terms of the applicable State Pension Plan, and provided he has at least eighteen (18) years of continuous service with the Mt. Laurel Police Department, he may sell back 50% of his unused sick days to a maximum of thirty (30) days.

ARTICLE XIX
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 employment; twelve (12) working days' vacation for employees with one (1) to ten (10) years of service; fifteen (15) working days' vacation for those with eleven (11) to fifteen (15) years of service; eighteen (18) working days' vacation for those with sixteen (16) to twenty (20) years of service; twenty (20) working days' vacation for those with twenty (20) years of service and above.

B. Each employee 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.

ARTICLE XX
PERSONAL LEAVE

In addition to the vacations enjoyed by the employees as per Article XIX above, each employee is entitled to an additional three (3) personal days' vacation. 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 Director of Public Safety 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 XXI
HOLIDAYS/COMPENSATION IN LIEU OF HOLIDAYS

A. Each member covered by the provisions of this Agreement who is required to work on a holiday shall be compensated in lieu of the holiday. Such compensation shall be paid on the Wednesday prior to Thanksgiving.

B. 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

ARTICLE XXII
MILITARY LEAVE

A. 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 Laws.

ARTICLE XXIII
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 two (2) consecutive working days, and for the death of an immediate family member up to a maximum of five (5) working 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 brother, sister, grandparent, or parent-in-law. Death in the immediate family is defined as the death of a spouse, parent, 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 of eight (8) consecutive working days, while the care of a minor child is arranged.

ARTICLE XXIV
TRANSPORTATION

The Township shall reimburse employees at the rate of \$.25 per mile 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.

ARTICLE XXV
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 XXVI
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 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 decisions

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.

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.

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 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 his immediate supervisor. 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 aggrieved party, within ten (10) 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 Director of Public Safety or his 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 Director of Public Safety and/or his 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 Director of Public Safety or his designee shall be given to the aggrieved party and a copy of the same shall be forwarded to the MLPOA within ten (10) 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, he may, within five (5) calendar days after the answer is received from the Director of Public Safety or his 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) days after the Township manager, or his 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 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 his 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 ten (10) 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, he may, within five (5) calendar days after the answer is received from the Township Manager, or his 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) 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 with a copy to the MLPOA within twenty (20) calendar days after the meeting. The representative of the MLPOA shall only receive a copy of the response in the event that such representative was requested to be present at the Fourth Step meeting by the aggrieved party.

Step Five.

a. If the aggrieved person is not satisfied with the decision of the Township Council, such person may, within five (5) 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 Department of Personnel Procedures, the arbitration hearing shall be cancelled, the matter withdrawn from PERC and the MLPOA 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.

E. Township Grievances:

Grievances initiated by the Township shall be filed directly with the MLPOA 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 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.

**ARTICLE XXVII
DURATION AND EFFECTIVE DATES**

The term of this contract or agreement shall be effective January 1, 1991 through December 31, 1993. All provisions of this contract shall remain in force and intact pending the ratification of a successor agreement.

Attest:

TOWNSHIP OF MOUNT LAUREL

Patricia Halbe
Municipal Clerk

By: Larry Chertzo, dabis
Mayor

Attest:

MOUNT LAUREL POLICE OFFICERS
ASSOCIATION

William R. Binder
Municipal Manager

By: Jim H. Wick
President

Steve J. [Signature]
Vice-President