



Sean C. Lavin
Executive Director

Amy L. Frenzel
Chairwoman of the Board

Memorandum of Agreement between Township of Lawrence, NJ and FOP Lodge 209, Lawrence Township Police Department Superior Officers Association

The Township of Lawrence and Fraternal Order of Police, LODGE 209 SOA (collectively, the "Parties"), hereby agree to modify their current collective bargaining agreement pursuant to the following Memorandum of Understanding:

- 1) Article 5 Section 5.1 Sick Leave – Section 5.1 € add language – iii A “sick day” shall be defined as a member missing at least half or more of assigned shift for medical/non-work related injury/illness purposes.
 - A) Any employee who becomes ill during the first half of his/her shift while on duty and goes home sick shall receive credit for his/her worked hours; however, under those circumstances a sick day will be assessed.
 - B) Any employee who becomes ill during the second half of his/her shift and goes home sick shall receive credit for his/her worked hours and a sick day will NOT be assessed.
- Add language – “Members who call out sick MAY NOT participate in voluntary overtime or outside employment/special duty assignments, until after they have worked their next regularly scheduled shift, with the exception of those who have called out for FMLA or FLA purposes.

- Add language – “Members will be entitled to all tenets, benefits and protections afforded under the New Jersey Family Leave Act (N.J.S.A. 34:11b-1 ET. SEQ.) as well as the Federal Family Medical Leave Act (29 U.S. Code Chapter 28 ET. SEQ) and the New Jersey Pregnancy Disability Act (N.J.S.A. 10:5-12(s) ET. SEQ.) Permissive language within Federal or State leave laws shall be set by Department Policy.
- Upon return from a leave of absence for the employee’s serious health condition, the employer may require, at its own expense, an examination of the employee by a healthcare professional of its choosing before reinstatement.

- 2) **Article 5 section 5.6 Light Duty Policy** – add language – Officers regularly assigned to the patrol schedule (Pitman) who are placed on light duty shall work the following schedule : 0700-1530 Monday through Thursday
0700-1500 on Friday

Officers regularly scheduled to ten (10) and eight (8) hours schedules will work regularly scheduled hours while placed on light duty.

The Chief and/or his designee retains the managerial right to change an officer’s schedule while on light duty with 96 hours’ notice except in emergency situations.

- 3) **Article 7 Hours of Employment section 7.1 paragraph €** – Add language – Any officer assigned to a “specialized unit” (other than patrol) shall be assigned to a shift schedule as determined by the Chief of Police and/or his designee based on the needs of the department. Members of specialized units shall be given ninety-six (96) hours’ notice of shift changes except in emergency situations.

- 4) **Article 7 Hours of Employment** – add new language “Any members working the Pitman schedule shall be afforded three (3) options for compensation for earned Kelly Time. The options are as follows:

- **A)** 104 hours of Kelly Time to be taken in PTO
- **B)** 52 hours of paid straight time and 52 hours of Kelly time (50/50) - **C)** 104 hours of paid straight time

On or before October 1st of the Current year, election choices for Kelly Time earned in the subsequent year must be made per the Department’s standard procedure before the first round of the time off selection process.

The cash payout options for Kelly Time shall not survive the expiration of the Agreement on December 31st, 2027 unless mutually agreed upon by all parties in a subsequent written agreement.

- 5) **Article 8 Compensation For Overtime section 8.1 paragraph (b)** - change language to “A member may, with ninety-six (96) hour minimum notice, request TTO or CTE off. Requests can be presented not more than sixty (60) days in advance. The Police Administration shall within forty-eight (48) hours of the filing of the request approve or deny such request. Once a request is granted it shall not be withdrawn if the Police Administration has filled that shift with an overtime shift. An officer may be allowed to withdraw the request if the overtime shift has not yet been filled. The Police Administration shall not deny the request solely based on overtime. If a denial is given, the rationale for the denial may include overtime if no one is available to take the overtime and rescheduling is not possible due to Agreement time limitations. An officer may re-submit a request for TTO or CTE should circumstances change in which limitations for approval have been removed. No more than two individuals on the same shift shall be granted TTO or CTE. This does not include individuals on vacation or personal leave if an individual calls in sick. The ninety-six (96) hour minimum notification request may be waived for requests of TTO and Personal Days.

- 6) **Article 8 Compensation For Overtime section 8.1 paragraph €** – change language to “A member may earn up to two hundred fifty two (252) hours (maximum) of CTE during a calendar year.

The carry-over of the CTE into the next calendar year shall be a maximum of eighty-four (84) hours.

Once two hundred fifty-two (252) hours in CTE is reached, inclusive of the permitted rollover of eighty-four (84) hours, no further compensatory time may be earned in that calendar year. Overtime, double time, and straight time worked after that shall be paid as cash (only) as described in 8.1(g).

To determine the amount of compensatory time to accrue during the calendar year, the following formula shall be used:

FORMULA: 252 Maximum banked CTE = the rollover amount + that calendar year’s CTE earned. See examples below:

- 1) 252 = 84 hours rolled over to the next year + 168 (maximum amount of CTE in that year).
- 2) 252 = 50 hours rolled over to the next year + 202 (maximum amount of CTE in that year).
- 3) 252 = 17 hours rolled over to the next year + 235 (maximum amount of CTE in that year)

- 7) **Article 8 Compensation for Overtime section 8.1 paragraph (f)** – This paragraph shall be deleted.

- 8) **Article 13 Funeral Leave section 13.1 paragraph 2** – add grandparents to the term “immediate family”.

- 9) **Article 19 Retired Benefits -** add new language “Members receiving a bonified PFRS retirement from the Division of Public Safety, Police Department, shall be afforded the opportunity to transfer ownership of his/her

department issued duty weapon upon retirement. All applicable Firearms purchasing fees shall be the responsibility of the retiring member. The sale of the firearm shall be compliant with all Federal and NJ State firearms purchasing laws.

This benefit shall only be applicable as long as the total cost of restocking/replacing the retired weapon by the Township does not exceed \$500.00.”

- 10) **Article 19 Retired Benefits** – add new language “If a retiree fails to pay their dental contribution as required, coverage shall be terminated after ninety (90) days of delinquency without the option to reinstate. Written notice of delinquency (and potential termination for non-payment) of the coverage shall be provided to the Retiree on or after sixty (60) days by Certified U.S. Mail and First Class U.S. Mail to the address of record.”
- 11) **Article 26 Personal Days section 26.1 paragraph (b)** – change language to “Personal Days cannot be carried over in the succeeding year; however, members shall have the option to take a cash payment for entitled personal days.”
- 12) **Article 29 Funeral Details section 29.1 -** change language to “There is no restriction on the number of “off-duty” members who wish to participate in a funeral detail for members killed in the line of duty with a 200 mile radius of the Township’s Administrative offices. There shall be no compensation given to any off-duty member attending or participating in the Line of Duty funeral/service. One or possibly two “on-duty” members may be permitted to attend if it does not bring the total number of members below the minimum staffing levels as established by the Chief of Police and does not incur overtime. The Chief of Police has the right to limit the time and distance that “on-duty” members may travel on a case-by-case basis. It is also understood that if more than two total members that wish to attend they would be permitted to utilize an additional police vehicle with the approval of the Chief of Police.” Strike the sentence “Off-duty members are limited to the tri-state area of NY-NJ-PA”.

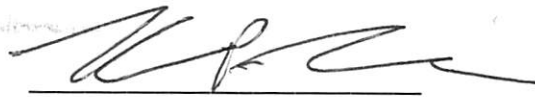
- 13) **Article 37 Perfect Attendance** – strike current language – add the following
 “Any member who does not incur any sick days in a calendar year will receive fifteen (15) hours of compensatory time the following year for a perfect attendance record. The incurring of a job-related disability or job-related injury shall not impact the perfect attendance record. The incurring of a suspension or placement on paid administrative leave will disqualify an officer from this incentive.”
- 14) **Article 34 Safety Committee section 34.1** – change language to “A standing safety committee shall be formed with the representatives from the patrol membership, the police administration and the Township administration which shall confer as the need arises with adequate notice provided by the party requesting the conference. The conference shall convene no later than 30 days from the provided notice.”
- 15) **New Article** – The Township of Lawrence shall pay the cost, on an annual basis for any fee paid toward the initial payment and subsequent renewal of the officer’s police license to be issued by the State of New Jersey. The language set forth in this provision will not survive beyond the expiration of this agreement, January 1st, 2024 thru December 31st, 2027
- 16) **Article 44 Duration of Agreement** – change dates within this provision to January 1st, 2024 and December 31st, 2027.

The salary schedule shall be as follows:

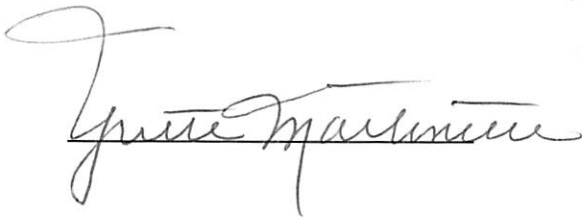
	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
<u>Sergeant</u>	\$148,694.00	\$153,526.00	158,516.00	\$162,479.00
<u>Lieutenant</u>	\$169,511.00	\$175,020.00	\$180,708.00	\$185,226.00
<u>Captain</u>	\$188,157.00	\$194,272.00	\$200,586.00	\$205,600.00



Shaun Sexton
SOA President, FOP Lodge 209



Kevin Nerwinski
Municipal Manger/QPA, Lawrence Township NJ



Witness



Witness

Dated: 01/13/2024

Dated: 1/2/2024