

Memorandum of Agreement (MOA)

Whereas this Memorandum of Agreement (MOA) is made between the Township of Moorestown ("Moorestown" or "Employer") and the Moorestown Fraternal Order of Police Superior Officers Association – FOP NJ Labor Council ("Union", "SOA" or "Employees") as a result of negotiations for the purpose of reaching a successor Collective Negotiations Agreement (CNA) to replace the current agreement that expired on December 31, 2019; and

Whereas, this MOA confirms the tentative terms and conditions for a successor agreement and is subject to the approval and ratification of Moorestown and the union; and

Whereas, the respective negotiating teams for the parties agree to present this MOA to their respective constituents for ratification.

NOW THEREFORE, Moorestown and the Union agree that the following modifications and/or additions shall be made to the existing CNA:

1. Term – Township proposes 5 year – January 1, 2020 thru December 31, 2024.
2. Preamble – Township is acceptable to union's proposed change.
3. Grievance Procedure – Township is acceptable to union's proposed change.
4. Article 3 - Hours and Overtime:
 - a) Add: The schedule for the patrol division shall be 6:00AM-6:00PM and 6:00pm-6:00AM. Detective Sgt may flex their schedules for specific operational needs with the approval of the Chief or his/her designee.
 - b) Clarify that Section C. Emergency OT is for Sergeants only.
 - c) Replace Paragraph D with the following: "Sergeants and Lieutenants are eligible to volunteer to sign-up to work community events. SOA members will be included in the sign-up list with POA members. However, the Chief or his designee shall staff said events in the following order: (a) volunteer officers; (b) SLEO II officers, then (c) POA members in reverse seniority for those members who are ordered in. The rate of pay for those SOA members who volunteer for community, schools and non-profit events will be compensated at \$75.00 per hour."
"Lieutenants will be eligible to work under the provisions of this section provided they are not required to work a special event in a command role. If they are required to work in a command role then this would be considered part of their normal job and not eligible for over-time pay."
 - d) Replace Paragraph E with the following: "On occasion SOA members may provide police services over and above their regular duties which may arise from requests from a third party or which may arise from Township-generated work that requires police presence. For work arising from third party requests, members shall be paid \$85.00 per hour (unless less than 24 hour notice is provided or if the officer works on an actual day that a Holiday is observed,

in which case the member will be paid \$90.00 per hour) and assignments are made in the following order: (a) volunteer officers; (b) SLEO II officers; (c) officers from neighboring departments (Maple Shade and Mt. Laurel); then (d) members in reverse seniority for those members who are ordered in (which shall reset annually).

When police presence is necessary for Township-generated work (which includes State and/or County work for which the Township is not reimbursed), members are eligible to volunteer to sign-up for such work and shall be paid \$75.00 per hour and assignments are made in the following order: (a) volunteer officers; (b) SLEO II officers; then (c) POA members in reverse seniority (which shall reset annually).

SOA Members shall be paid for a minimum of two hours. If the request for services is canceled after the officer has reported for duty, the officer shall be paid the two hour minimum, except that construction projects requiring traffic control shall require a four hour minimum hourly payment if the officer reports for duty and the project is canceled, postponed, or delayed for the day.

SOA members on sick leave are not permitted to work as provided for in this section. SOA members may use vacation or personal time to provide such work with the written approval of the Chief or his designee as long as the use of such leave does not create an overtime situation or cause the shift to be below minimum manpower.

There will be no retroactive pay for any work under the outside/3rd party provisions above. These rates will go into effect for work performed after the MOA is ratified by both parties.

5. Article 5 – Holidays:

a) Ceasing the unauthorized, unrecognized and abusive practice of inside personnel utilizing holidays as float days when a holiday falls on their normally scheduled day off (except where otherwise covered by the Holidays section of the contract). If a Holiday falls on Tuesday and you are scheduled off that day as part of your regular 4 days shift, then you do not get to take that day as a float day. The Township will not seek to recover funds or leave days for any such “floater” days taken through Thanksgiving of 2021 provided the practice stops immediately.

b) Add new Paragraph G: Unless otherwise provided for in this Article, the use of a holiday as a “floater day” when a holiday falls on an officer’s day off is hereby prohibited.

6. Article 8 - Personal Days: Change title to “Personal Days and Other Leave”:

a) Remove reference to School Resource Officer.

- b) The parties agree that the number of Detective Days (i.e., additional leave days) shall be increased from three to five commencing January 1, 2022, which leave shall be prorated with respect to earning them and using them, rounded up to ½ day per month with a maximum of five days per year as provided above).¹ These days must be scheduled no later than October 1 of each calendar year. There shall be no carry-over from year to year of such days unless the Chief or his designee cancels and/or denies the use of such days, in which case they may be carried over and must be used in the subsequent year. Upon retirement, any unused Detective Days to a maximum of five days may be paid as part of the final accumulated leave payout unless the officer has used five or more sick days during the last two months of employment, in which case such payment is not to be made.²

7. Article 9 Health And Welfare:

- a) Delete first two paragraphs of Section A (i.e., Medical and next paragraph) and Paragraph 6 on page 24 and insert:

Employees are required to make healthcare contributions based on the applicable rates listed in the table attached hereto as Appendix 1. Notwithstanding the foregoing, employees who choose to switch from either the "Original PPO" Plan or the "Original HMO" plan into one of the State Match Plans shall be entitled to an annual credit on their healthcare contributions as set forth in Appendix 2.

- b) Add new provision under Article IX.F: The Union agrees to accept the State Health Benefits Plan as the only offered plan(s) should the Township determine to do so.
- c) 1. In "Coverage After Retirement" provision, add: Employees currently enrolled in the "Original PPO" Plan who retire during the term of this Agreement and choose to select the "State Match" PPO or "State Match" HMO upon retirement shall have the medical portion of their healthcare contribution calculated at a rate in accordance with Appendix 1 and shall also be eligible for the credits as provided for in Appendix 2. This section will also apply to the two recently retired members under this contract.

¹ Subject to the retirement provision provided below, by way of example, if an officer transfers into the Detective Division on July 1, he/she shall be awarded 2.5 Detective Days. If an officer exits the Detective Division on April 1, the officer shall have earned 1.5 Detective Days.

² The parties agree that compensation for detective call-ins has been satisfied by the previous 5% "roll-in" for detective differential and the five Detective Days provided for above.

2. Special Retirement Coverage Clause for existing, active SOA members with 20 years in the PFRS system on December 6, 2021 (H. Mann, Jr., W. Walczak, D. Brauckmann, J. Hinshillwood and J. Pascual). Any of the listed members who retire and select one of the less expensive state match medical plans will have their required healthcare contribution for medical and prescription premium for those plans capped as follows: 25% of the premium from retirement to age 55; beginning the first of the month after the month the member turns 56 years of age, the contribution will be reduced to 20% of the premium. This benefit would be in lieu of the Appendix 2 credit.

3. An employee who has retired from the Township under the PFRS system and has met all the requirements of continued coverage after retirement but does not have healthcare coverage through a spouse or other employer after retirement, will still be eligible to opt back into the Township's plan at any time should they lose said coverage, provided they still meet the age requirement.

- d) Any reference to Chapter 78 in the Agreement will be replaced with contributions as provided for in Appendix 1.
- e) Add: **"Members hired after April 7, 2021** shall be entitled to a maximum reimbursement of \$375.00 for prescription eye care expenses and eye exams."
(No Change for members hired before then).
- f) Delete Paragraph 5. And insert: Health Care Opt-Out: Employees who are able to obtain health benefits from a family member may decline Township benefits. The Health Care Opt Out process and payments, if any, are governed by Township Policy which will be attached to the final Collective Negotiations Agreement as Appendix 3, which policy may be amended from time to time by the Township. Employees agree that if two or more employees are part of the same family (resulting in the opt-out), the healthcare contribution due and owing will be based on the salary of the higher-paid employee.
- 8. Article 10: (C): The Township will provide new employees with a protective vest, tactical carrier and duty carrier, purchased by the Township with a combined limit of up to \$1,500. The Township agrees to replace the protective vest when the manufacturer's warranty, which must be on file with the Department, expires. Employees who elect to replace their vests and related accessories shall be allowed to do so through the Township's purchasing processes up to a limit of \$1,200.
- 9. Article 11, Salaries and Other Compensation:
 - a) The existing step guide (as it appears for 2019) for Lt. and Sgt., remains static during the term of the contract. Members in steps will move through the guide until they serve 12 months in the top step for their position and then will be considered "Off-Guide" and eligible for the annual "Off-Guide" salary adjustment on their respective anniversary date.
 - b) A Lt. who has successfully served 12 months in Step 4 will be considered "Off-Guide" and receive the stated annual salary adjustment on their anniversary date in each of the years covered by this contract.

- c) A Sgt. who has successfully served 12 months in Step 6 will be considered "Off-Guide" and receive the stated annual salary adjustment on their anniversary date in each of the years covered by this contract.
- d) For existing members as who are part of the SOA group as of January 27, 2022, these members upon reaching top step will receive the Off-Guide increase the following January 1st and that will become their new anniversary date.
- e) The annual "Off-Guide" salary adjustment will be 2% effective each members respective anniversary date for years 2020, 2021, 2022, 2023 and 2024.
- f) To address future issues with "OG" members no longer aligning with the static guide when it comes to being promoted into a higher title, the Township proposes the following: Any POA member newly promoted into the Sergeant position who's existing "off-guide" salary is close to or exceeds the top step of the Sgt guide, will have their salary adjusted by 5% and be considered "Off-Guide" going forward. Any Sergeant newly promoted into the Lieutenant position who's existing "off-guide" salary is close to or exceeds the top step of the Lt. guide, will have their salary adjusted by 5% and be considered "Off-Guide" going forward.
(Example: Corporal making \$121,377 promoted to SGT would go to \$127,445 since the Sgt top step \$122,233 would only be an \$856 increase. Sgt making \$143,215 promoted to Lt. would go to \$150,376 since top step Lt. of \$142,176 would result in a salary decrease.)
- g) Detective Sergeant:
 - i. Detectives days will be go from 3 to 5 days starting 1/1/2022. These days must be scheduled by October 1 of each year, and used within that year (no carry-over). If the Chief denies or cancels any earned detective day(s), they can be carried over and used in the subsequent year. Upon retirement, any unused detective days up to the maximum of 5 days will be paid as part of final accumulated leave pay-out. Only if employee did not use 5 or more sick days during the last 2 months prior to retirement.
 - ii. Footnote to the contract to memorialize the fact that "Call-ins" were compensated by the 5% detective differential that was previously rolled into detectives pay back in 2008 and the 5 detective days mentioned above.
- h) Article 11: Corporals – controlling language should be removed from SOA contract and reference to Corporals should be noted in SOA contract where necessary.
- 10. Training: For Department-mandated training that occurs outside of the normal work schedule, the Township will pay the officer one-hour for each way traveled for travel which is greater than 25 miles but less than 50 miles each way. For travel for training greater than 50 miles each way, the Township will pay two hours for each way traveled. All distances will be measured from the officer's home directly to the training destination via the shortest route using Google Maps.
- 11. Article XVII, Deductions from Salary, p. 38, replace with:

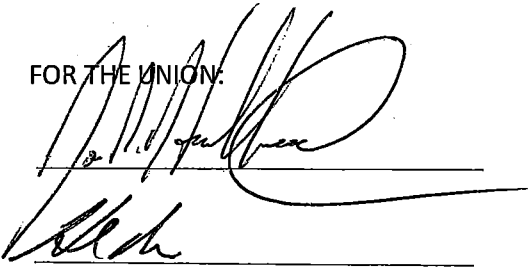
The Township agrees to grant rights to dues deductions to the Union and will deduct membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made, in amounts as determined by the Union. For each employee who signs or has signed such an authorization card, the check-off commence in the pay period following the filing of the authorization card with the Township. The Township shall remit to the Union, once a month, the monies collected for this purpose.

Employees who have authorized the payroll deduction may revoke such authorization by providing written notice to the Township, as prescribed by N.J.S.A. 52:14-15.9e and other law as may be amended from time to time, during the ten days following each anniversary date of their employment. Within five days of receipt of such notice, the Township shall provide notice to the Union of such revocation.

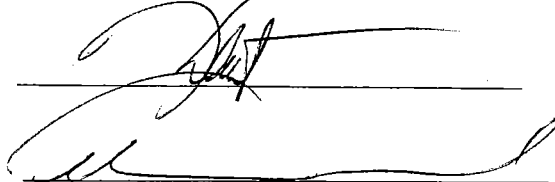
The Union shall indemnify, defend, and save harmless the Township from any and all claims, demands, suits or other forms of liability that may arise out of or by reason on any action taken by the Township in reliance on the salary deduction and authorization cards submitted by the Union, or in reliance on the official notification on the letterhead of the Union signed by Union officials advising of such deductions or changes applicable thereto.

12. New Article: Military Leave: Military leave and compensation related thereto shall be governed and awarded pursuant to State and Federal law as may be amended from time to time, including but not limited to the Uniformed Services Employment and Reemployment Rights Act.
13. The Lieutenant outstanding grievances are withdrawn and considered satisfied.

FOR THE UNION:



FOR THE TOWNSHIP:



1/27/2022