

Memorandum of Agreement

Whereas, this Memorandum of Agreement (MOA) is made between the Township of Moorestown ("Moorestown" or "Employer") and Moorestown Fraternal Order of Police Lodge #109 ("Union" 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. Eliminate Roman Numerals and replace with Arabic numbers.
2. Article IV, Hours and Overtime, p.10: Paragraph A, add: The schedule for the patrol division shall be 6:00AM-6:00PM and 6:00pm-6:00AM. Detectives may flex their schedules for specific operational needs with the approval of the Chief or his/her designee.
3. Article IV, Hours and Overtime, p.10: Replace Paragraph E with the following:

"Members of the Police Department may be required by the Chief or his designee to perform work in order to have adequate manpower for community events. However, the Chief or his designee shall staff said events in the following order: (a) volunteer officers; (b) SLEO II officers; then (c) members in reverse seniority for those members who are ordered in. The Chief or his designee shall indicate that this section of this Agreement applies when posting for volunteers. A running list will be kept of officers who are "ordered in" under this provision. This list will be reset annually. Officers with personal hardships may request to be bypassed for a particular event. Officers who are ordered in to work such an event or who volunteer to work an event will be paid \$75.00 per hour and, unless emergent circumstances exist, must receive at least 72 hours advance notice. Schools and non-profit events will also be paid at \$75.00 per hour.

4. Article IV, Hours and Overtime, p.10: Replace Paragraph F with the following:

"On occasion officers 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 shall be paid \$75.00 per hour and assignments are made in the following order: (a) volunteer officers; (b) SLEO II officers; then (c) members in reverse seniority (which shall reset annually).

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.

Officers on sick leave are not permitted to work as provided for in this section. Officers 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 projects/events after the MOA is ratified by both parties.

5. Any current active detective who retires as a detective by April 30, 2021 will have his accumulated leave pay-out based on a 12-hour day instead of a 10.5-hour day.
6. Article V, Holidays, p.12, add new paragraph G:

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.
7. Article VII, Personal Days, p. 15: Change title to “Personal Days and Other Leave” and add new paragraphs 4 and 5 as follows:
 4. The School Resource Officer(s) will receive an additional five personal days.
 5. 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. If any Detective is required to report and/or perform work while on-call or not on call, the Detective shall be paid for the time actually worked.²

8. Article IX, Health and Welfare, p. 20-21.

- a. Delete first two paragraphs of Section A (i.e., Medical and next paragraph) and Paragraph 6 on page 24 and insert
 1. 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. 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.
- d. Any reference to Chapter 78 in the Agreement will be replaced with contributions as provided for in Appendix 1.

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.

9. Article IX, Health and Welfare, p. 22: Add: "Members hired after the ratification of this Agreement shall be entitled to a maximum reimbursement of \$375.00 for prescription eye care expenses and eye exams."

10. Article IX, Health and Welfare, p.23: Delete Paragraph 5 and insert:

5. 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.

11. Article X, Uniforms, p.27: Delete paragraph C and replace with:

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.

12. Article XI, Salaries and Other Compensation, p. 28: Delete Paragraphs A and B and insert the following:

- A. Full time employees covered by this Agreement shall be paid under the Step Guide as provided for in Appendix 4. Notwithstanding the foregoing, members currently at Step 9 or above in 2021 will remain in the Schedule A guide. Members currently at Step 8 or below will also remain in the Schedule A guide until their annual step increase is due (i.e., their anniversary date), at which time they will be placed into the Schedule B guide that is effective January 1, 2021.
- B. All members who attain "top step" under Schedules A or B of the guide and serve in that step for 12 months will then move "off guide" and will receive the applicable annual salary rate increase for that year on their anniversary date. Those members' considered "Off-Guide" will no longer be subject to Schedule A or B. The "Off-Guide" salary increases will be 2% in each of years 2020-2024.
- C. Appendix 5 and 5A, which shall not be appended to the final agreement, demonstrates how current employees will move from Schedule A to Schedule B and how they will progress during the life of the agreement.

13. Article XI, Salaries and Other Compensation, p. 29-30:

- a. Corporal salary pay will go from \$3,000 to: \$3,500 in 2022 and \$4,000 in 2023.
- b. Paragraph 6, p. 30: Revise as follows: A Corporal shall not be used to fill a Sergeant's position for more than fourteen consecutive shifts. If a Corporal is required to do so, the Corporal shall be compensated at the next highest paid Sergeant salary (greater than \$1,000 difference) but only if there exists an open Sergeant position which has not been filled by the Township and only when the position is not open due to a Sergeant's being on extended leave due to non-work related illness or injury.
- c. Add new provision: Corporals shall be on probation for forty-five (45) days from the actual date of promotion (which requires both appointment by the Township Manager and administration of oath of office).
- d. Add new provision: The Township is permitted to appoint a Temporary Corporal to temporarily replace an existing Corporal that is on extended leave (one month or more) due to illness, injury, or military duty. The Temporary Corporal must meet all other requirements for appointment including three years' service with the Moorestown Police Department.

14. Article XI, Salaries and Other Compensation: Add new paragraph 9 as follows:

9. 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.

15. Article XVII, Deductions from Salary, p. 38, replace with:

1. 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.
2. 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.
3. 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.

16. 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.
17. Article XIX, Term and Renewal: Duration January 1, 2020 through and including December 31, 2024.

FOR THE UNION:



Date

FOR MOORESTOWN TOWNSHIP



4/7/2021
Date

TOWNSHIP OF MOORESTOWN
Township of Moorestown Management AND Moorestown FOP - Lodge 109 - MOA

APPENDIX 1 - REQUIRED HEALTHCARE CONTRIBUTION TABLE

Employees and retirees will be required to make healthcare contributions based upon the applicable rates listed in the table below. The corresponding percentage of premium based upon your respective classification and salary will be applied to your total healthcare premiums to arrive at your required contribution. The required annual contribution will be deducted from your pay on a pre-tax basis, over 24 pay periods.

SINGLE	
Salary Range	% of Premium
< \$20,000	4.50%
\$20,000 - \$24,999	5.50%
\$25,000 - \$29,999	7.50%
30,000 - 34,999	10.00%
35,000 - 39,999	11.00%
40,000 - 44,999	12.00%
45,000 - 49,999	14.00%
50,000 - 54,999	20.00%
55,000 - 59,999	23.00%
60,000 - 64,999	27.00%
65,000 - 69,999	29.00%
70,000 - 74,999	32.00%
75,000 - 79,999	33.00%
80,000 - 94,999	34.00%
95,000 and over	35.00%

MARRIED E/S/P AND P/C	
Salary Range	% of Premium
< \$25,000	3.50%
\$25,000 - \$29,999	4.50%
30,000 - 34,999	6.00%
35,000 - 39,999	7.00%
40,000 - 44,999	8.00%
45,000 - 49,999	10.00%
50,000 - 54,999	15.00%
55,000 - 59,999	17.00%
60,000 - 64,999	21.00%
65,000 - 69,999	23.00%
70,000 - 74,999	26.00%
75,000 - 79,999	27.00%
80,000 - 84,999	28.00%
85,000 - 99,999	30.00%
100,000 and over	35.00%

FAMILY	
Salary Range	% of Premium
< \$25,000	3.00%
25,000 - 29,999	4.00%
30,000 - 34,999	5.00%
35,000 - 39,999	6.00%
40,000 - 44,999	7.00%
45,000 - 49,999	9.00%
50,000 - 54,999	12.00%
55,000 - 59,999	14.00%
60,000 - 64,999	17.00%
65,000 - 69,999	19.00%
70,000 - 74,999	22.00%
75,000 - 79,999	23.00%
80,000 - 84,999	24.00%
85,000 - 89,999	26.00%
90,000 - 94,999	28.00%
95,000 - 99,999	29.00%
100,000 - 109,999	32.00%
110,000 and over	35.00%

TOWNSHIP OF MOORESTOWN
Township of Moorestown Management AND Moorestown FOP - Lodge 109 - MOA

APPENDIX 2 - HEALTHCARE CREDIT

MOVE FROM

MOVE TO

<u>Current Base Plan</u>	<u>State Match PPO</u>			<u>State Match HMO</u>				
	<u>Credit/Pay Period</u>	<u>Annual Credit</u>		<u>Credit/Pay Period</u>	<u>Annual Credit</u>			
<u>Original PPO:</u>								
<u>Classification:</u>								
Single	\$	20	\$	480	\$	25	\$	600
Employee/S/P	\$	25	\$	600	\$	30	\$	720
Parent/Child	\$	30	\$	720	\$	40	\$	960
Family	\$	45	\$	1,080	\$	60	\$	1,440
<u>Original HMO:</u>								
<u>Classification:</u>								
Single		N/A		N/A	\$	10	\$	240
Employee/S/P		N/A		N/A	\$	15	\$	360
Parent/Child		N/A		N/A	\$	20	\$	480
Family		N/A		N/A	\$	25	\$	600

Note: Annual contribution credit is based upon 24 pays, same as actual healthcare deduction.

Example:

Impact if Original PPO member at existing 35% contribution rate changes to State Match Plan:

	<u>Employee's Required Contribution:</u>		
	<u>Existing</u>	<u>S.M. PPO Plan</u>	<u>S.M. HMO Plan</u>
EE Annual Contribution	\$ 13,628	\$ 10,840	\$ 10,028
Less: Incentive Credit		\$ (1,080)	\$ (1,440)
New Annual Contribution Requirement		\$ 9,760	\$ 8,588
Total Annual Savings		\$ 3,868	\$ 5,040

Note: This example only shows the medical plan portion of required contribution based upon current rates.

TOWNSHIP OF MOORESTOWN
Township of Moorestown Management AND Moorestown FOP - Lodge 109 - MOA

APPENDIX 3 - HEALTHCARE OPT-OUT (WAIVER) PROGRAM

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It will show the Opt-out/Waiver Plan

as it appears in the Personnel Rules

TOWNSHIP OF MOORESTOWN
APPENDIX 4 - SALARY GUIDE FOR PATROLMEN, DETECTIVES AND CORPORALS
FOR JANUARY 1, 2020 THROUGH DECEMBER 31, 2024

Salaries Based on 2184 Hours

SCHEDULE "A" (Old Guide)

Position	(6 months) (6 months)		Annual							
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
Patrolman/Detective	60,820	66,496	72,171	77,846	83,526	88,083	92,640	97,198	101,755	106,312

SCHEDULE "B" (New Guide)

Position	Academy	Annual													
		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14
Patrolman & Detective	50,000	66,500	69,160	71,925	74,805	77,800	80,915	84,150	87,515	91,015	94,660	98,450	102,390	106,486	110,000

**Field Training Rate - 60,000*

Sch. A & B Corporals will receive \$3,000 (on annual basis) in additional pay to their step pay for years 2020 and 2021; \$3,500 for year 2022 and \$4,000 for 2023 and thereafter.

"OFF-GUIDE" SALARY INCREASES

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
2.00%	2.00%	2.00%	2.00%	2.00%

Note: In year 2021, members at Step 8 or below will move to the new guide on their anniversary date. Those members at Step 9 or 10 will remain on old guide until after they serve 12 months in Top Step 10, afterwhich, they will be considered "Off-Guide" and receive the applicable off-guide rate increase for that year on their anniversary date. Once all existing members are moved to new guide or complete 12 months at Top Step of Schedule A, Schedule A will no longer be used. All new hires will use Schedule B. All Schedule B members that have successfully moved through the step guide and complete serving 12 months in Top Step 14, will be considered "Off-Guide" and receive the applicable annual salary rate increase for that year on their anniversary date.

APPENDIX 5 – SALARY STEP PROGRESSION

TOWNSHIP OF MOORESTOWN -- SOA & FOP Negotiations - 2020 thru 2024 Twp Proposal

4/1/21

<u>DEPT/NAME</u>	<u>DATE OF HIRE</u>	<u>CLASS.</u>	<u>Anniver-sary Date</u>	<u>Step Progression from Old to New Guide</u>				
				<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
				<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>	<u>RATE</u>
FOP Members								
1 Angelis, M.	04/28/17	Patrolman	4/28/XX	4/5	5/9	9/10	10/11	11/12
2 Carr, R.	08/03/18	Patrolman	8/3/XX	4/5	5/9	9/10	10/11	11/12
3 Chesney, D.	04/14/17	Patrolman	4/14/XX	4/5	5/9	9/10	10/11	11/12
4 Giorgi, J.	02/26/21	Patrolman	2/26/XX		2	2/3	3/4	5/6
5 Gregorio, F.	02/12/18	Patrolman	2/12/XX	3/4	4/7	7/8	8/9	10/11
6 Humes, A.	08/09/19	Patrolman	8/9/XX	2/3	3/6	6/7	7/8	8/9
7 Humes, C.	01/15/99	Patrolman	1/1/XX	OG	OG	OG	OG	OG
8 Ibarrondo, J.	02/19/21	Patrolman	2/19/XX		2	2/3	3/4	5/6
9 Lewis, T	01/18/08	Patrolman/Corporal	1/1/XX	OG	OG	OG	OG	OG
10 Main, T.	03/05/18	Patrolman	3/5/XX	3/4	4/7	7/8	8/9	10/11
11 Menges, C.	06/14/02	Patrolman/Corporal	1/1/XX	OG	OG	OG	OG	OG
12 Mufalli, J.	08/19/16	Patrolman	8/19/XX	6/7	7/11	11/12	12/13	13/14
13 Poe, B.	02/08/19	Patrolman	2/8/XX	2/3	3/6	6/7	7/8	8/9
14 Repose, M.	09/11/20	Patrolman	7/1/XX	1	2/3	3/4	4/5	6/8
15 Ruggiano, C	03/17/06	Patrolman	1/1/XX	OG	OG	OG	OG	OG
16 Rulli, J.	09/01/14	Patrolman/Corporal	9/1/XX	7/8	8/12	12/13	13/14	14/OG
17 Samalonis, F.	9/20/13	Patrolman	9/20/XX	9/10	10/OG	OG	OG	OG
18 Sloan, K.	07/10/15	Patrolman	7/10/XX	7/8	8/12	12/13	13/14	14/OG
19 Stewart, L.	08/30/19	Patrolman	8/30/XX	1/2/3	3/6	6/7	7/8	8/9
20 Stoval, B.	02/12/21	Patrolman	2/12/XX		2	2/3	3/4	5/6
21 Toscani, M.	2/15/13	Patrolman	2/15/XX	8/9	9/10	10/OG	OG	OG
22 Vallen, M.	01/23/15	Patrolman	1/23/XX	6/7	7/11	11/12	12/13	13/14
23 Witkowski, J.	04/03/15	Patrolman	4/3/XX	6/7	7/11	11/12	12/13	13/14
24 Wright, B.	07/17/98	Patrolman	1/1/XX	OG	OG	OG	OG	OG
Total								
<u>Retired</u>								
1 Hubel, G.	02/19/93	Patrolman		10				
2 Mann, W.Jr.	09/01/95	Patrolman/Corporal		10				
3 Burk, Jason	09/21/01	Patrol / Detective		10	10			
<u>Promoted to SOA</u>								
1 Brauckmann, D	04/02/04	Patrolman		10				
2 Pascual, J	05/26/06	Patrolman/Corporal		10				

Appendix 5A

TOWNSHIP OF MOORESTOWN

Township of Moorestown Management AND Moorestown FOP – Lodge 109 - MOA

<u>OLD GUIDE (Sch. A)</u>	<u>NEW GUIDE (Sch. B)</u>
Step 1 = \$60,820	Step 2 = \$69,160
Step 2 = \$66,496	Step 3 = \$71,925
Step 3 = \$72,171	Step 4 = \$74,805
Step 4 = \$77,849	Step 6 = \$80,915
Step 5 = \$83,526	Step 7 = \$84,150
Step 6 = \$88,083	Step 9 = \$91,015
Step 7 = \$92,640	Step 10 = \$94,660
Step 8 = \$97,198	Step 11 = \$98,450
Step 9 = \$101,755	Step 12 = \$102,390

The above exhibit shows the Step the member would normally be moving to on their anniversary date in the year 2021 under the old guide (schedule A). It further demonstrates the step they would be slotted under the new guide (schedule B), in lieu of the step they would go to under the old guide. For example, a member who is currently in step 5 under the old guide would normally move to step 6, \$88,083 under the old guide on their anniversary date (assume 5/1/2021); instead, they would move to step 9, \$91,015 of the new guide on 5/1/2021. The above "re-slotting" would only apply to members considered to be "in-steps", currently at Step 8 or below, and would occur only once on their respective anniversary date during the year 2021. Members who are currently at Step 9 or above on the old guide will finish out on old guide and become "Off-Guide" (OG) after serving 12 months in Step 10 under the old guide.

Special Note: There were 6 members who were considered to be negatively impacted by the move to the new guide. Both parties agree that they will receive an additional jump in step on their anniversary date (as noted in Appendix 5) in year 2024 of the contract to offset any impact.