

COLLECTIVE NEGOTIATIONS AGREEMENT

BETWEEN

THE TOWNSHIP OF MOUNT LAUREL

AND

THE MOUNT LAUREL POLICE OFFICERS'
ASSOCIATION
F.O.P. LODGE NO. 191

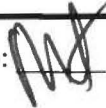
JANUARY 1, 2020 – DECEMBER 31, 2024

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ARTICLE 1
RECOGNITION

- A. The Township of Mount Laurel (hereinafter Township) hereby recognizes the Mount Laurel Police Officers Association (hereinafter "MLPOA") and FOP Lodge No. 191 as the exclusive collective negotiation agent for all sworn police officers employed by the Township, with the exception of the Chief of Police, Lieutenant(s), Sergeant(s), and Special Law Enforcement Officers.
- B. The reference to Police Officer, Corporal and Detective shall be defined to include the plural as well as the singular and to include males and females.
- C. "Member" or "employee" shall mean members of the bargaining unit.

FOP: 

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ARTICLE 2
CHECK OFF 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. 52:14-15.9(e) as amended. The Township shall promptly remit monthly 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) calendar days prior to the effective date of such change.
- C. The MLPOA will provide the necessary "check off 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.

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ARTICLE 3
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) calendar days after receipt of said list, the Township will begin deduction of 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 deduction from 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 indemnities 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.

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ARTICLE 4
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, subjects to the provisions of Department of Personnel Law or successor; 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 or successor.
- 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 express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

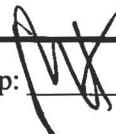
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ARTICLE 5
LAYOFF AND DISCHARGE PROVISION

Any formal layoff proceeding taken by the Township will be done on the basis of seniority in accordance with the regulations of the Civil Service Commission.

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ARTICLE 6
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.

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ARTICLE 7
MAINTENANCE OF OPERATION

- 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 of law.
- 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.

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ARTICLE 8
SERVICE RECORDS

- A. Once a year during normal working hours, all members shall be permitted to review their personnel files. At least three (3) business 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. From 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.

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ARTICLE 9
HOURS OF WORK

The Parties understand and agree that the standard weekly work schedule for members requires the service of members continually throughout the seven (7) day week. The standard weekly work schedule for all members is included in this article.

A. The Operations Division consists of the following:

1. Patrol Bureau

The Patrol Bureau shall work a twelve (12) hour shift. The twelve-hour shifts shall commence at 6:00 AM, and 6:00 PM. The start of shift time may be adjusted up to one hour prior to 6:00 AM, and 6:00 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	(0600-1800) shall work Monday, Tuesday, Friday, Saturday, Sunday, Wednesday, Thursday.
Watch II	(1800-0600) shall work Monday, Tuesday, Friday, Saturday, Sunday, Wednesday, Thursday.
Watch III	(0600-1800) shall work Wednesday, Thursday, Monday Tuesday, Friday, Saturday, and Sunday.
Watch IV	(1800-0600) shall work Wednesday, Thursday, Monday, Tuesday, Friday, Saturday, and Sunday.

All members assigned to a platoon will be scheduled to work the hours of 0600-1800 or 1800-0600 hours. There will be one member assigned per platoon to work 0500-1700 and two members assigned per platoon to work 1700-0500. The assigned members will be chosen by the watch supervisor.

The MLFOP agree to meet with the Chief of Police to mutually develop a supplemental patrol or "Power Shift" to address the need for additional patrol staffing at times of expected high call volume and less of a need at time of expected low call volume.

Shifts shall rotate every two calendar months.

Management will provide at least fifteen (15) consecutive days advance notice to the MLPOA and to each of the members being moved in any re-assignment or transfer of members between platoons involving movement of a total of three (3) or more members of the bargaining unit. Unless such timely notice is given, the implementation of such re-assignment or transfer shall be withheld until the first normal change over week occurring after fifteen (15) days' notice has in fact properly been given. This provision is not intended to override the Chief's statutory responsibility to maintain operations during an emergency.

2. Traffic Bureau

The work week shall be either:

- a. A twelve (12) hour shift with the work schedule based on a two (2) week schedule and shall consist of eighty-four (84) hours of work time; or

Watch I (0800-2000) shall work Monday, Tuesday, Friday, Saturday, Sunday, Wednesday, Thursday.

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Watch II (0800-2000) shall work Wednesday, Thursday, Monday, Tuesday, Friday, Saturday and Sunday.

- b. Four (4) days at eight and a half (8.5) hours and one (1) day at eight (8) hours with the following shift: Days/Hours: Monday-Thursday (0730hrs -1600 hrs) Days/Hours: Friday (0800hrs-1600hrs)
- c. While the Chief will have discretion to establish which shift the officers will work, the twelve-hour shift is the preferred shift and once established the officer's shift will not be changed without at least fifteen (15) days' notice, unless the Chief declares and articulates a non-economic emergency.

3. School Security Officer

The work week shall be four (4) days at eight and a half (8.5) hours and one (1) day at eight (8) hours with the following shift:

Days/Hours: Monday – Thursday (0700 hrs. – 1530 hrs.) Days/Hours: Friday (0700 hrs. – 1500 hrs.)

4. Detective Bureau

The workweek for Detectives is recognized as being flexible based on necessity. Therefore the following is subject to adjustment. The work week is currently a five (5) day, eight (8) hour schedule with the following shift:

Days:	Monday – Friday	Hours: 0800 hrs. – 1600 hrs.
Evenings:	Monday – Friday	Hours: 1200 hrs. – 2000 hrs.

5. Administrative Officer

The workweek for the Administrative Officer is recognized as being flexible based on necessity. Therefore the following is subject to adjustment. The work week shall be a five (5) day, 8 hour schedule with the following shiftL

Days/Hours: Friday (0800 hrs. – 1600 hrs.)

B. Training Days

All officers will be subject to participate in two (2) "training days" per year. A training day shall be defined as an eight-hour day. Each training day shall be established by the Chief of Police at least forty-five (45) days in advance of the training and there shall be at least two (2) days set for each training session so as to permit officers on-duty or on leave to attend the training session. Officers scheduled to attend the training on their normal day off will receive one (1) compensatory workday for each training day completed as compensation for the training. The compensatory day shall be scheduled and handled as vacation leave. This compensatory time will be afforded to the officer after the completion of the training day. As under the vacation leave procedure, the use of compensatory time cannot cause overtime upon selection.

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C. Exchange of Tours

1. Discretionary Grant. The Chief of Police or his designated representative, at their sole discretion, shall grant reasonable requests of employees to exchange tours of duty with other members. Trades by officers may be done with any other sworn member, provided the request is with the mutual consent of both employees involved.
2. Departmental Effectiveness. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would diminish the effectiveness of the Police Department or the efficiency of the operations.
3. Overtime. Under no circumstances will employees be permitted to exchange tours of duty if such exchange would entitle either employee to receive patrol overtime paid by the Police Department.
4. Effect of Sick Call. In the event that any officer who exchanges a tour of duty with another officers who fails to report to duty or call in that he is sick, the officer scheduled for replacement will be considered on sick leave for the amount of time absent. Any abuse may be subject to disciplinary action.

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ARTICLE 10
BASE PAY

- A. Effective January 1, 2017, a fifteen (15) Step Wage Guide (annexed hereto as Schedule "A") is created for all Patrol Officers. All patrol officers employed by the Township on the execution date of this Contract shall be slotted in a step on that salary guide and receive annual increases as shown therein and in accordance with Schedule "A"
- B. All new hires shall be placed at the Academy Step and remain in the step until graduation from an approved police academy. The officer will move to the FTO Step once he/she enters the Field Training Program. The officer will move to Step 1 once they enter the "Solo Patrol" portion of the Field Training Program and remain there until the next January 1st.
- C. Notwithstanding the above, the parties agree to permit the Township the authority to hire an officer above the Academy Step, but no higher than Step 5.
- D. Effective January 1, 2020, members will receive the wage shown in Schedule "A" (attached hereto) and move to the next step on January 1st of each calendar year.
- E. Corporal (grandfathered) will receive 3.548% above the Top Patrol Step and other Corporals in the Step Guide will receive not less than 10.00% of the Top Patrol Step and when the individual's step exceeds the minimum, the individual shall receive 2.6% above the Top Patrol Step.
- F. Detectives shall earn an annual \$10,000 in pensionable wage above their current step for the time they are assigned to the Detective Bureau.
- G. Whenever it shall be necessary to determine an hourly rate, the hourly rate for a twelve (12) hour or eight and half (8.5) employee shall be computed by dividing the appropriate annual salary by 2184.
- H. Whenever it shall be necessary to determine an hourly rate, the hourly rate for an eight (8) hour employee shall be computed by dividing the appropriate annual salary by 2080.
- I. All payments will be made electronically via direct deposit and paid bi-weekly.

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ARTICLE 11
POLICEMEN'S BILL OF RIGHTS

The parties agree to follow and adhere to the laws, regulations and rules of the State of New Jersey and the New Jersey Attorney General Guidelines.

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ARTICLE 12
COMPENSATION FOR WORK IN HIGHER GRADE

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 (Corporal) shall be entitled to any compensation under this article.

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ARTICLE 13
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 beyond the normal work schedule for all on-duty law enforcement assignments, including court time.
 2. Compensatory Time
 - A. At the police officer's request and with the approval of the Police Chief or designee, overtime may be paid either by payment or by compensatory time at time and one-half the number of hours worked. Compensatory time off may be utilized only with the prior approval and at the sole discretion of the Police Chief or his designee, except that compensatory time earned for "training days" as set forth in Article 9 shall be subject to the provisions under that Article.
 - B. All compensatory time shall be utilized in the year in which it is earned and may not be carried in to the next succeeding year. If the officer is not able to use their earned compensatory time within the calendar year for any reason, the officer will be paid for the said compensatory at the officer's rate at the time the compensatory time was earned. The officer must notify the Chief or designee by October 1st if their compensatory time will not be used.
- B. Members working outside Traffic Control or Extra Duty Assignments are considered working the eight (8) hours schedule regardless of their normal work schedule.
1. If the member's traffic control or extra duty assignment is canceled within eight (8) hours from the start of the service, then the member will be paid for a minimum of two (2) hrs. whether or not the member has reported for duty. The member is not required to work those two hours to get compensated. However, the member may work for two hours and if so, shall be paid for a total of four hours.
 2. If the traffic control or extra duty assignment is cancelled outside of the eight-hour period referred to in paragraph 1 above, no extra compensation shall be paid to the member.
 3. Once the traffic control or extra duty assignment has commenced, the member will be compensated for a minimum of four hours worked for non-township paid jobs that are scheduled for four or more hours and two hour minimum for township paid jobs. If the non-township paid jobs are scheduled for less than four hours the member will be paid for the number of hours scheduled with a minimum of two hours. The member will not have to work the remaining hours to receive the minimum pay.
 4. Effective January 1, 2014 or execution of this contract, whichever is later, the hourly rate for Traffic Control or Extra Duty Assignments for shall be determined by the referenced formula. The hourly rate for non-law enforcement Traffic Control or Extra Duty assignments for the Township of Mount Laurel or entities under their authority, shall be next lowest denominator of Five (\$5.00) Dollars based on the said formula. The hourly rate for non-law enforcement

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Traffic Control or Extra Duty Assignments for all other public or non-public entity shall be next lowest denominator of Five (\$5.00) Dollars based on a factor of time and one-half over the hourly rate established by the said formula.

The formula to determine the hourly rate for Traffic Control or Extra Duty Assignments for public entities is the median of the annual wage for Lieutenant and Top Patrol and dividing that figure by 2080 hours. [Ex. (using 2020 wages: Lieutenant == \$147,373.00 Step 15 = \$112,300.00 Formula: \$147,373.00+\$112,300.00 equals \$259,673.00 divided by two (2) equals \$129,836.50 and then divided by 2,080 equals \$62.42 per hour.

- a. For the term of this Agreement and in accordance with the aforementioned formula, the hourly rates for Traffic Control or Extra Duty Assignments shall be for calendar year's 2020, 2021, 2022, 2023, 2024 as follows:

<u>Mount Laurel</u>	<u>Non-Mount Laurel</u>
\$60.00	\$90.00

MLPOA agrees to maintain the 2019 overtime rate for the years 2020, 2021 and 2022, 2023, 2024. The overtime rate shall be recalculated and its raise take affect at the beginning of year 2025.

- C. All overtime shall be approved by the Head of the Department 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.
- D. Applicability – Members, who work beyond their normal work schedule, shall receive overtime as described above. Detectives are specifically excluded from receiving overtime payments, except when assigned by the Head of the Department, or his designee, to perform duties not normally assigned to sworn Detective Bureau members.
 - 1. 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.
 - 2. Four (4) days compensatory time will be given annually to detectives, because of their standby time established as one stand-by assignment every six (6) weeks. 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 or increased based on the above schedule, the compensatory time will be reduced or increased pro-rata.
- E. Whenever a member working the 1800—0600 hrs. shift is scheduled for a duty related court appearance in day court (Mount Laurel Municipal Court & non-Mount Laurel Municipal Court) said member will be paid at the rate of time and one half from the end of their shift until released from court. During this period of time (i.e. from 0600 hrs. until the conclusion of their court appearance), the officer will be considered on duty and subject to assignment as needed.

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- F. Members appearing for outside duty related court appearance for non-Mount Laurel Municipal Court beyond the normal duty schedule shall be paid a minimum of two (2) hours overtime.

ARTICLE 14
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 affect 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 decision 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 or a MLPOA initiated grievance, which will proceed in accordance with Section F.

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 or a MLPOA initiated grievance.

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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 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.

For purposes of this Article, the term "business day" shall be defined as any day that is not a Saturday, Sunday, or state or federal holiday.

Step One: The aggrieved party shall institute action by filing a written statement to the Chief or his/her designee. This shall be done no later than **fifteen (15) business 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) business 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 procedure at the Second Step, the aggrieved party may, within fifteen (15) business days after the answer is received from the Chief or the Chief's 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 ten (10) business days after the Township Manager, or the Township Manager's 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 the MLPOA, if such representative is requested to be present by the aggrieved party. The Township Manager or the Township Manager's 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 fifteen (15) business 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, the aggrieved party within fifteen (15) business days after the answer is received from the Township Manager, or the Township Manager's 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) business 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 Third Step shall be delivered to the aggrieved party and a copy of the same shall be forwarded to the MLPOA within fifteen (15) business 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:

- a. If the aggrieved party is not satisfied with the decision of the Township Council, such party may, within fifteen (15) business 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). However, no arbitration

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hearing shall be scheduled sooner than twenty (20) business days after the final decision by the Township Council.

- b. In the event the aggrieved party elects to pursue Civil Service Commission procedures, the arbitration hearing shall be canceled, (if previously requested by the aggrieved party), the matter withdrawn from PERC and the aggrieved party & MLPOA (if the MLPOA was an active participant in the grievance) 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.
- d. The aggrieved party and the Township Council shall equally share the cost of the arbitrator unless absent this provision there previously existed a method of determining such liability 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.

e. **Township Grievances:**

Grievances initiated by the Township shall be filed directly with the MLPOA within fifteen (15) business days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) business 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.

f. **MLPOA Grievances:**

Grievances filed on behalf of all members of the MLPOA, 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 fifteen (15) business days after the event giving rise to the grievance has occurred. The Township Manager, or the Township Manager's designee, shall set a meeting within ten (10) business days after the written request for such meeting. Meeting shall be between the Township Manager or designee and the aggrieved parties and/or representative of the MLPOA. The answer, in writing, of the Township Manager or (the Township Manager's designee) shall be given to the MLPOA within fifteen (15) business days after the meeting and additional time, as necessary, may be granted, subject to the written approval of both parties. If the MLPOA 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.

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ARTICLE 15
SCHOOLS & TRAINING

If an officer assigned to a 12-hour shift is required to attend a training session or school during their regularly scheduled day off and the training session lasts between eight and twelve hours, the employee shall be compensated for 12 hours. If the training and/or school occurs during their regularly scheduled workday and the training session lasts between eight and twelve hours, the employee is not required to report for regular duty at the conclusion of the training/school session. The employee must, however, provide written confirmation to his/her supervisor as to the start and end time of the training/school, which may include "portal-to-portal" travel time if the employee leaves from and returns to his/her home.

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ARTICLE 16
HEALTH BENEFITS

- A. The Township assumes the full cost of the health care coverage, said coverage shall be obtained through and administered by either the New Jersey State Health Benefits Plan or a plan that is equal to or better than the New Jersey State Health Benefits Plan.
- B. **PREMIUM CONTRIBUTION**
1. **Medical:** Pursuant to P.L. 2011, c. 78, effective June 28, 2011, the amount of contribution to be paid by an active employee for medical benefits for the employee and any eligible dependent shall be Year 4.
 2. **Prescription:** The amount of contribution to be paid by an active employee for prescription benefits for the employee and any eligible dependent shall fifty percent (50%)
 3. Base salary shall be used to determine what an employee earns for the purposes of this provision.
 4. As used in this section, "cost of coverage" means the premium or periodic charges for health care and prescription benefits, provided pursuant to N.J.S.A. 40A:10-6 et seq., or any other law, by the Township of Mount Laurel. If the Employer is required by law to provide dental, vision or other healthcare benefits not otherwise heretofore provided, the cost of coverage shall include the premium or periodic charges for those additional mandated benefits as well and offset by the provision for dental coverage herein below.
 5. Employees employed on January 1, 2014 or thereafter shall pay the Year 4 contribution.
 6. Employee contributions shall be made by way of pre-tax withholding of the contribution from the employee's pay, salary, or other compensation. Employees who waive coverage shall not be subject to contribution withholdings. Withholdings shall be made by way of twenty-four (24) equal payroll deductions in a calendar year, to the extent possible, in accordance with the Employer's customary payroll practices unless otherwise required by law.

FOP: 

Township: 

7. Upon completion of the four (4) year schedule of payments pursuant to the provisions of P.L. 2011 c. 78, the statutory rates of contributions towards the cost of health insurance shall remain in effect subject to collective negotiations between the parties.

C. CO-PAYMENTS

1. Effective January 1, 2014, prescription co-payments shall be consistent with the rates set forth in the plans offered by the New Jersey State Health Benefit Plan or a plan that is equal to or better than the New Jersey State Health Benefits Plan.
2. Effective January 1, 2014, employees shall be subject to all dollar co-payment requirements as set forth in the plans offered by the New Jersey State Health Benefit Plan or a plan that is equal to or better than the New Jersey State Health Benefits Plan.

D. DEPENDENT COVERAGE

1. Coverage for dependents shall be included in all health and prescription plans for eligible members.
2. The Employer shall make dependent coverage available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.
3. Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees may elect to enroll their dependent age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection and Affordable Care Act and regulations promulgated thereunder. Dependents that are permanently disabled will remain covered during the life of the employee.
4. "Civil Union Partners" and "Domestic Partners" of the same gender under New Jersey law shall be considered as dependents eligible for insurance benefits.

E. DENTAL COVERAGE

The amount of contribution to be paid by an active employee for costs of Dental Plan and Prescription Drug Plan Benefits shall be greater of either fifty percent (50%) of the premium cost

1. 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 until no later than December 31, 2005.
2. Not later than January 2, 2006, Dental Plan and Prescription Drug Plan insurance coverage's will be obtained and administered through the New Jersey State Health Benefits Plan or a plan that is equal to or better than the New Jersey State Health Benefits Plan.
3. The MLPOA agrees to change co-payments for prescription drugs to \$1 co-payment for generic drugs and \$5 co-payment for brand name drugs as provided in New Jersey State Health Benefits Plan or a plan that is equal to or better than the New Jersey State Health Benefits Plan.

FOP: 

Township: 

F. The amount of contribution to be paid by an active employee for costs of the Optical Plan shall be fifty percent (50%) of the premium cost.

G. The Township will assume the full cost of coverage set out in Subsection A and B of Article 16 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.
3. The Supplement Agreement signed between the MLPOA and Mount Laurel Township (Resolution #06-R-204) regarding prescription co-pay reimbursement for retired disabled members shall remain in effect.

H. Retirement:

1. The Township will assume the full cost of coverage set out in Subsection A of Article 16 and the Township will provide coverage for the Prescription and Dental Plan with the amount of contribution to be paid by the employee for this coverage shall be the greater of either fifty percent (50%) of the premium cost or the percentage of the premium as established by the contribution schedule pursuant to P.L. 2011, c.
2. Members who retire from service under the provisions of the New Jersey Police and Firemen's System shall have their medical/prescription coverage 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 01/01/86 – eighteen (18) months after retirement.The Township agrees to allow that members who elect to do so can continue the coverage set out in Subsection A and D of Article 16 under the Township's Group Plan by assigning the cost.

I. The benefits given in Article 16, Subsection F and G are to be received by those people enumerated in Subsection F and G, 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, except as modified by law. The word "Family" in Article 16, Subsection F is agreed to mean the spouse of the member and children of the member.

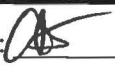
J. WAIVER OF COVERAGE

1. Effective January 1, 2015, eligible members covered by this agreement may choose, in writing, to "waive insurance coverage." Participation in is voluntary and is intended for those eligible members who are covered by health insurance through another source. Members who hold elective office and are receiving health insurance benefits as a result of their elected office and members who are receiving health insurance benefits as a result of their retirement or the retirement of their spouse or domestic/civil union partner from another public entity in New Jersey are not eligible for opt out. Waiver as described in this section shall be subject to the rules of the New Jersey State Health Benefit Plan where applicable.

FOP: 

Township: 

2. If two members are married or qualify as domestic partners/civil union partners and one of them receives health insurance coverage from the Employer or any other New Jersey State Health Benefits Plan, the other may not participate.
3. If a member chooses to participate and drops coverage, the member shall receive an incentive which shall not exceed twenty-five (25%) per cent of the amount saved by the Employer because of the waiver or \$5,000 annually, whichever is less, in accordance with State law.
4. Eligible members who waive coverage must do so for a minimum of one (1) year at a time unless there is a change of life event. However, if an eligible member chooses to participate and then the spouse's/partner's benefits are terminated (not voluntarily dropped), the member and his/her dependents may enroll in any of the available plans upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible members shall be permitted to waive either medical coverage or prescription coverage or both, subject to the limitations of the New Jersey State Health Benefits Plan where applicable.
5. The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.
6. The waiver of coverage shall be available to all new benefit-eligible members on their benefit effective date and shall be available to all eligible current and prospective retirees under the same terms and conditions applicable to active members. Subject to the limitations set forth in Paragraph 4 above.
7. The incentive shall begin to be paid to the eligible member no later than one month after the effective date of the option.
8. Annual re-enrollment is required for retirees.
9. Members on non-paid leave do not receive Opt Out payments.

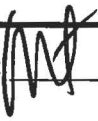
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ARTICLE 17
DEATH BENEFITS

The Township assumes the full cost of an additional life insurance policy equal to the lesser of one year's salary or \$50,000.00 if the member dies. The Township is allowed to self-insure the policy.

FOP: 

Township: 

ARTICLE 18
COMMUNICABLE DISEASE CLAUSE

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 may be used to validate such claims.

FOP: 

Township: 

ARTICLE 19
SICK TIME

- A. All members are entitled to fifteen (15) sick days per year. Sick days are days off for illness of members or their immediate family (as "immediate family" as defined in the Article 24, "Bereavement Leave") without loss of regular pay, but sick-leave-verification procedures for all insurances of sick-leave use may be implemented by the Township in accordance with applicable law. Sick days are cumulative throughout a member'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. Sick time can be used on an hourly basis.
- B. Upon retirement, officers with twenty-four (24) or more years of service in the New Jersey State 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 in at retirement not to exceed Fifteen Thousand (\$15,000) Dollars. This is to be paid in the last pay on November in the year following the officer's retirement date.
- C. Upon retirement, officers with twenty (20) to twenty-four (24) or more years of service in the New Jersey State 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 in at retirement not to exceed Fifteen Thousand (\$15,000) Dollars. This is to be paid in the last pay on November in the year following the officer's retirement date.
- D. Upon retirement, officers with seventeen (17) to twenty (20) or more years of service in the New Jersey State 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 in at retirement not to exceed Fifteen Thousand (\$15,000) Dollars. This is to be paid in the last pay on November in the year following the officer's retirement date.
- E. Upon retirement, officers with less than seventeen (17) years of service in the New Jersey State 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 in at retirement not to exceed Fifteen Thousand (\$15,000) Dollars. This is to be paid in the last pay on November in the year following the officer's retirement date.

FOP: 

Township: 

- F. 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.
- G. Should a member become permanently disabled, the member may sell back 50% of his unused sick days to a maximum of thirty (30) days.
- H. Any employee hired after January 1, 2017, shall not be entitled to the payments upon retirement as contemplated in Paragraphs "B," "C," "D," and "E" of this article.

ARTICLE 20

VACATION

- A. All members covered by the provisions of this Agreement shall be entitled to an annual vacation as follows:
 - 1. One (1) working days' vacation for each month of service during the first year of service;
 - 2. Twelve (12) working days' vacation for members with one (1) to two (2) years of service;
 - 3. Thirteen (13) working days' vacation for members with two (2) to ten (10) years of service;
 - 4. Sixteen (16) working days' vacation for members with eleven (11) to fifteen (15) years of service;
 - 5. Nineteen (19) working days' vacation for members with sixteen (16) to nineteen (19) years of service;
 - 6. Twenty-two (22) working days' vacation for members with twenty (20) or more years of service;
 - 7. Notwithstanding the above, the member shall receive the next vacation increment level after completion of their tenth, fifteenth, and nineteen year or service, respectively.
- B. Scheduling of a full week of vacation will take precedence over the scheduling of a sum of vacation days less than a week. This scheduling conflict resolution reflects a long-standing Department policy. The Chief and the POA will meet, discuss, and agree upon a vacation leave scheduling procedure.
- C. 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.
- D. One officer on each platoon shall be permitted to use vacation time at the officer's discretion. Two or more officers in a platoon may be permitted, in the discretion of the Shift Supervisor, to use vacation time at the same time, so long as doing so does not create overtime. However, if the additional officers' vacation time may result in overtime (e.g., another officer on the platoon calling in sick or taking a personal day), the additional officers' vacation time shall be immediately rescinded and that officer must report for duty notwithstanding having been granted the vacation time. If the additional officers are unable to report for duty under this circumstance, the additional officers shall each forfeit an additional vacation day. If the additional officers fail

FOP: 

Township: 

to report under this circumstance a second time during the term of this agreement, those officers shall forfeit their right to request vacation time under this provision for the remainder of this agreement.

ARTICLE 21

PERSONAL LEAVE

In addition to the vacations enjoyed by the members as per Article 20 above, each member is entitled to an additional four (4) personal days. 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 member 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 Head of the Department or due to injury while on duty.

Personal leave may be taken at as follows:

1. Two (2) personal days may be taken pursuant to the Departmental policies for the formal filing of vacation requests.
2. Two (2) Special personal days may be taken provided the officer gives twenty-four (24) hours' notice prior to his scheduled shift to a supervisor who shall be defined as a Sergeant, Lieutenant, Captain or the Chief, except in the case of an emergency. In the event of extenuating circumstances, the twenty-four (24) hour notice requirements may be waived by the superior. The superior may deny the use of the personal day if there is a declared state of emergency or any anticipated or unanticipated event that affects public safety. Every effort shall be made to permit the use of personal leave, except that personal leave may not be taken on stated holidays, but may be used immediately prior to or after vacation leave.

ARTICLE 22
HOLIDAYS

A. The holidays shall be:

- | | |
|--------------------------|-----------------------------------|
| 1. New Year's Day | 2. Martin Luther King Day |
| 3. President's 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 |
| 13. Floating Holiday (1) | 14. Veterans Day |

All members not assigned to the Patrol Bureau or Traffic Bureau shall not be required to work on Township holidays (#1-14 above), subject to the provision that any member recalled to duty on a Township holiday for a bonafide emergency will not receive additional compensation unless Article 13 applies.

ARTICLE 23
MILITARY LEAVE

Military leave shall be granted as provided for under the rules and regulations of the State of New Jersey.

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ARTICLE 24
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 of an immediate family member up to a maximum of seven (7) consecutive calendar days. One of the aforementioned days shall be that of the funeral.
- B. For the purpose of this Article, death in the immediate family is defined as the death of an employee's spouse, domestic partner (see section 4 of P.L. 2003, c. 246), child, legal ward, grandchild, foster/step child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, or any family member or intended family member residing in the member's household.
- C. In case of death of a non-immediate family member, the member shall be permitted to use two (2) days sick leave so long as one (1) of the days is for attendance at the funeral.
 - 1. Non-Immediate Family member shall be defined as a member's brother-in-law, sister-in-law, aunt, uncle, niece, nephew, cousin, grandmother in-law, and grandfather in-law.
- D. 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 fourteen (14) consecutive calendar days, while the care of a minor child is arranged.
- E. The parties agree that the Employer may require reasonable verification of the death.

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ARTICLE 25
ADMINISTRATIVE LEAVE

Administrative leave, without loss of regular pay, shall be granted to delegates of the MLPOA to attend state and national convention in accordance with N.J.S.A. 40A:14-177.

FOP Executive Board members shall be granted time during normal working hours to perform duties that are reasonably necessary and directly related to the conduct of official bargaining-unit business as long as manpower needs are satisfied in the discretion of his/her Supervisor. One (1) FOP Executive Board member or designee shall be granted time during normal working hours to attend the State FOP quarterly Board of Directors Meeting.

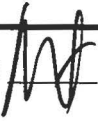
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ARTICLE 26
TRANSPORTATION

Effective January 1, 2014, if an employee is required to use their personal vehicle, the Township shall reimburse members at the federal rate for any mileage in excess of their daily commute to the Township.

FOP: 

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ARTICLE 27
SEVERE OR TRAUMATIC EVENT

An employee involved in a shooting incident or other duty-related severe or traumatic incident involving the loss of life or a life-threatening injury will be provided with appropriate counseling and/or therapy.

FOP: Township:

ARTICLE 28
REPLACEMENT OF PERSONAL PROPERTY

Upon proof of damage and/or loss through an official police/incident report, an employee may be reimbursed in the maximum amount of \$200.00 for the replacement of prescription eyewear and other medically essential items damaged or lost in connection with the employee's assigned duties to the extent the damage or loss is not the result of the employee's own negligence and to the extent the damage or loss is not otherwise covered by insurance.

FOP:  Township: 

ARTICLE 29
K-9 OFFICER

Compensation and Vehicle:

Those officers who have earned the designation of K-9 Officer as deemed by the Chief shall, in addition to their salary, receive a stipend of \$3,000 payable annually, during the last pay period of November, prorated based on the actual period assigned during the year. The stipend is not part of base pay and is not pensionable. The K-9 Officer shall be permitted to take home a vehicle at the convenience of the Municipality which may only be used for Township business.

Hours of Work:

The Chief will have discretion to establish which shift the K-9 Officer will work. It is agreed that the twelve-hour shift is the preferred shift, maintaining the same schedule as set forth in Article 9 (Hours of Work), Section A. 1, of the contract or a twelve (12) hour shift with the work schedule based on a two (2) week schedule and shall consist of eighty-four (84) hours of work time (12:00 pm-24:00 am). However, notwithstanding hours worked by other officers under this Agreement, the hours for the K-9 Officer shall be established by the Chief as determined to be the most efficient use of the K-9 resources for the Township. Once established, the officer's shift will not be changed without at least fifteen (15) days' notice, unless the Chief declares and articulates a non-economic emergency.

Training:

Training shall be provided as required by law and at the discretion of the Chief. Training will be scheduled whenever possible during the officer's assigned shift. A K-9 Officer shall be permitted to receive up to twelve (12) hours compensatory time for attending training on their regularly scheduled day off. Such compensatory time must be used by the officer within one calendar year of the date on which it was earned, in a manner which does not negatively impact the operations of the department or result in the creation of overtime.

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Township: 

ARTICLE 30
JUST CAUSE

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.

FOP: 

Township: 

ARTICLE 31
NON-DISCRIMINATION

The Township and the MLPOA agree that there shall be no discrimination against any Police Officer because of race, creed, color, religion, sex, national origin or political affiliation. The Township and the MLPOA agree that each provision of this Agreement shall equally apply to all covered employees and that there shall be no harassment or intimidation of, interference with, or illegal discrimination against an employee because of: age, sex, race, creed, skin color, national origin, nationality, ancestry, martial or civil union status, disability, handicap, genetic information, affectional or sexual orientation, blood trait, political activity, United States or State Armed Services activity. Harassment shall also include sexual harassment. All references to employees in this Agreement refer to both sexes and wherever the male gender is used, it shall be construed to include both male and female employees.

FOP: 

Township: 

ARTICLE 32
RETIREE COURT TIME

Where permitted by law or regulation and upon proof of same to the Township by the MLPOA, the Township and the MLPOA agree to negotiate over the issue of retirees and other former members of the MLPOA being paid for court appearances made after retirement or separation.

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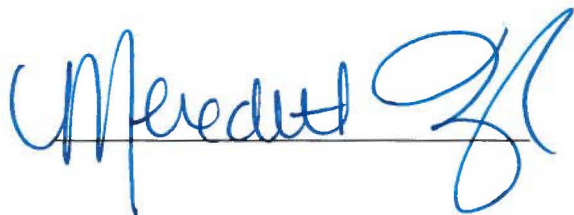
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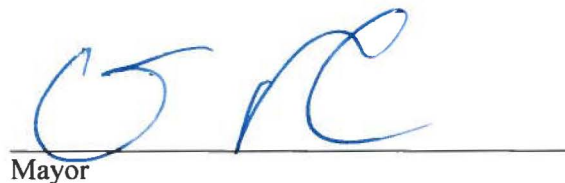
ARTICLE 33
DURATION AND EFFECTIVE DATES

- A. The term of this contract or agreement shall be effective retroactively to January 1, 2020 through December 31, 2024. All provisions of this contract shall remain in full force and effect pending ratification of a successor agreement, except that payment of salary increments upon expiration of this contract shall be governed by applicable legislation or common law.
- B. The parties shall commence negotiations for the successor Collective Bargaining Agreement not earlier than one hundred fifty (150) days prior to the expiration of this Agreement.

ATTEST:

Township of Mount Laurel

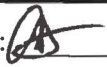



Mayor

Date: 06/25/2019

ATTEST:

Mount Laurel Police Officers' Association

FOP: 

Township: 

Carol Modugno
CM


President

Date: 6/25/2019

SCHEDULE A

Academy	\$ 40,000.00
FTO	\$ 45,000.00
1	\$ 50,000.00
2	\$ 54,450.00
3	\$ 58,900.00
4	\$ 63,350.00
5	\$ 67,800.00
6	\$ 72,250.00
7	\$ 76,700.00
8	\$ 81,150.00
9	\$ 85,600.00
10	\$ 90,050.00
11	\$ 94,500.00
12	\$ 98,950.00
13	\$ 103,400.00
14	\$ 107,850.00
15	\$ 112,300.00

1.9% annually (each Jan 1st) after step 15.

FOP: 

Township: 

FOP: AS Township ML

MEMORANDUM OF UNDERSTANDING

THIS EXTENSION OF MEMORANDUM OF UNDERSTANDING made on December 6, 2021 by and between the Township of Mount Laurel, a municipal corporation of the State of New Jersey, having principal offices located at 100 Mount Laurel Road, Mount Laurel, New Jersey, hereinafter referred to as "Township" The Mount Laurel Police Officers' Association, F.O.P. Lodge No. 191

WHEREAS, the Township and The Mount Laurel Police Officers' Association, F.O.P. Lodge No. 191 entered contract on January 1, 2017 when the Township promoted Chief to his current position; and

WHEREAS, the Township and The Mount Laurel Police Officers' Association, F.O.P. Lodge No. 191 have agreed to following changes to contract.

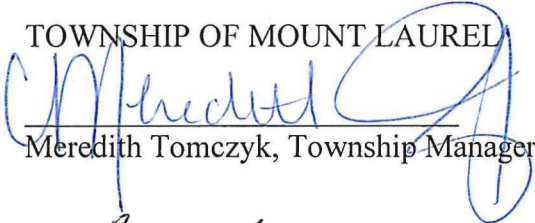
1. The salary structure shall be consistent with Exhibit A, attached hereto and incorporated herein.
2. The Memorandum of Understanding is supplemented to include the military leave policy attached hereto as Exhibit B and incorporated herein.
3. Contract is extended for one (1) additional year expiring in 2025.
4. The remainder of the contracted shall remain in full force.

NOW, THEREFORE, the parties hereto authorize this Extension of Memorandum.

ATTEST:

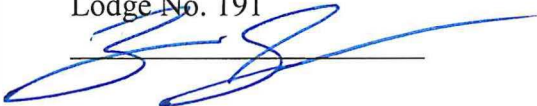


TOWNSHIP OF MOUNT LAUREL


Meredith Tomczyk, Township Manager

12-7-2021

WITNESS:
Lodge No. 191



The Mount Laurel Police Officers' Association F.O.P.


Aaron Harty, President

Step	
Academy	50,000.00
FTO	54,450.00
1	58,900.00
2	63,350.00
3	67,800.00
4	72,250.00
5	76,700.00
6	81,150.00
7	85,600.00
8	90,050.00
9	94,500.00
10	98,950.00
11	103,400.00
12	107,850.00
13	112,300.00
14	116,750.00

**In December of 2021 all current officers under contract will advance one salary effective the December 16, 2021 pay
Officers at cap will receive 1.9% increase effective the December 16, 2021 pay.

I. **Purpose**

The Mount Laurel Township Police Department supports the Armed Forces of the United States and its members. The Department is also a proud supporter of the U.S. Department of Defense "Employer Support of the Guard and Reserve" (ESGR) program and the New Jersey Committee of the ESGR. Department employees who serve in the National Guard or Reserves deserve will receive the full support of the Department. It is the policy of the Mount Laurel Police Department to conform to the law relating to military service.

II. **Definitions:**

- A. Military Leave: Military leave is defined as an excused leave of absence(s) from employment by department personnel who are members of the U.S. Armed Forces Reserves or New Jersey National Guard and who are performing military duty applicable to Federal and State law.
- B. Active Duty: is defined as a period of full-time duty in the active state military service other than Active Duty for Training (ADT) pursuant to N.J.S.A. 38A: 1-1i.
- C. Annual Training (AT): A type of active duty for training which a reservist must perform for a minimum of 15 days per federal fiscal year, usually two consecutive weeks performed each federal fiscal year for the purpose of gaining or sustaining unit skills.
- D. Active Duty for training (ADT): is defined as a period of full time duty in active state military service for training purposes other than Active Duty (AD), pursuant to N.J.S.A. 38A:1-1j.
- E. State Active Duty (SAD): For National Guard only, response to an event or threat in the State. This is different from Federal Active Duty. Only New Jersey National Guard members are entitled to a paid leave for State Active Duty.
- F. Inactive Duty Training (IDT) is defined by Army, Air Force, and National Guard Regulation and includes, but is not limited to:
 - 1. Unit Training Assemblies (UTA): This training is commonly known as weekend drill;
 - 2. Rescheduled Unit Training Assemblies (RUTA): This training is a makeup period for a UTA;
 - 3. Split Unit Training Assemblies (SUTA): This training is a makeup period for a UTA;
 - 4. Additional Flight Training Period (AFTP): Additional time authorized for

flight training/validation;

5. Readiness Management Assemblies (RMA): Used to plan/prepare training;
6. Additional Training Assemblies (ATA): Used to accomplish administrative actions in support of training;
7. M-COFT AUTA: Authorized additional training time authorized for instruction of operation of M-COFT training device;
8. Proficiency Training (PT); and
9. Training Period Preparation Assembly (TPPA).

III. Military Leave Eligibility

1. For the purposes of Military Leave, a permanent employee shall mean:
 - a) In the career service, an employee who has achieved permanent status in accordance with N.J.A.C. 4A:4-1.1; is serving a working test period and has permanent status in another title; or is serving a provisional appointment and has permanent status in another title.
 - b) In the unclassified service, at will, or senior executive service, an employee appointed for an indefinite term.
2. A permanent employee or full time, temporary employee who has served for one year or more, and is a member of New Jersey's Organized Militia, shall be entitled to a leave of absence with pay not to exceed 90 work days (720 hours) in the aggregate in any one calendar year for any period of active duty. There are no provisions to carry over unused paid military leave to subsequent years.
3. A permanent employee or full time, temporary employee who has served for one year or more, and is a member of the US Army Reserve, US Marine Corps Reserve, US Navy Reserve, US Air Force Reserve, US Coast Guard Reserve, or the National Guard of other states other than New Jersey shall be entitled to a leave of absence with pay not in excess of 30 work days (240 hours) in the aggregate in a calendar year when he or she shall be engaged in any period of active duty in accordance with N.J.S.A. 38:23-1 and N.J.A.C. 4A:6-1-11. There are no provisions to carry over unused paid military leave to subsequent years.
 - a. "Active duty" **does not** include "Inactive Duty Training" (IDT) periods

known commonly as “Drill”, “Battle Assemblies”, and “Unit Training Assemblies”.

- b. “Active duty” **does** include “annual training” (AT), “active duty for training” (ADT), “active duty for special work” (ADSW), “active Guard and Reserve” (AGR), “active duty for operational support” (ADOS), “temporary tour of active duty” (TTAD), and certain other periods of service not labeled, including mobilizations for wars or other contingencies.
 - c. An employee is entitled to a leave of absence without pay for other such military duty that is not eligible for paid military leave covered above.
 - 1) At the discretion of the employee, vacation, compensatory or personal leave may be used for such absences. The employer must permit, but may not require, consumption of already accrued benefit time.
4. Military leave in excess of 30 calendar days will be considered long term military leave. An officer on long term military leave will be placed on a five (5) days on, two (2) days off work schedule of eight (8) hours per day by reason of which a bank of hours will be established in the base amount of;
- 1. Two hundred forty (240) hours (8 hours x 30 days) for reservists and members of the National Guard outside the control of the Adjunct General of New Jersey to be used for paid Military leave.
 - 2. Seven hundred twenty (720) hours (8 hours x 90 days) for New Jersey National Guard members, to be used for paid military leave.

10/12/12