

1990

AGREEMENT

between

TOWNSHIP OF MOORESTOWN
BURLINGTON COUNTY, NEW JERSEY

- and -

MOORESTOWN FRATERNAL ORDER OF POLICE LODGE #109

January 1, 1996 - through - December 31, 1999

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PREAMBLE

THIS AGREEMENT entered into this ___/___ th day of December by and between the TOWNSHIP OF MOORESTOWN, in the County of Burlington, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township", and MOORESTOWN FRATERNAL ORDER OF POLICE LODGE #109, hereinafter called the "Lodge."

ARTICLE I
RECOGNITION

- A. Pursuant to a resolution adopted by the Township Council at a regular meeting on December 12, 1977, the Moorestown Police Association (AKA Moorestown Fraternal Order of Police Lodge #109) was recognized as exclusive majority representative for the purpose of collective negotiations of an employee unit limited to police officers and police sergeants employed in the Police Department of The Township of Moorestown, and excluding all other Township employees whatsoever, it being expressly understood that unless otherwise mutually agreed, the police sergeants shall be automatically excluded from such unit at such time as the number of full time sworn officers employed in the Township's Police Department shall increase from the original 1977 complement of thirty-one (31) - [one (1) Director, two (2) Lieutenants, seven (7) Sergeants, and twenty-one (21) police officers to a complement of forty-five (45) full-time sworn officers.
- B. Titles used herein shall be defined to include the plural as well as the singular, and shall include males and females. The word "he" shall also mean "she".

ARTICLE II
MANAGEMENT RIGHTS

- A. The Township, in conformance with law, 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, the following rights:
1. The executive management and administrative control of the Township Government and its properties and facilities, and all activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualification and conditions for continued employment, or assignment, and to promote and transfer employees and to make and modify work rules in connection therewith;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms

ARTICLE II

MANAGEMENT RIGHTS - (continued)

hereof in conformance with the Constitution and Laws of New Jersey and of the United States and ordinance of the Township of Moorestown.

- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III
GRIEVANCE PROCEDURES

A. PURPOSE

1. The purpose of the Article is to set forth a grievance procedure by means of which employees governed by this Agreement, or the Lodge as representative of such employees, may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them.
2. It is agreed that the procedure set forth herein will be kept as informal as may be appropriate. Furthermore, nothing herein contained shall be construed as limiting the right of an aggrieved employee to discuss his grievance informally with an appropriate member of the departmental supervisory staff and to have the grievance adjusted, without the intervention of the Lodge.

B. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving employee grievances (as that term is hereinafter defined in paragraph A, section 1), and shall be followed in its entirety unless any step is waived by mutual consent:

ARTICLE III

GRIEVANCE PROCEDURE - (continued)

STEP ONE:

The aggrieved shall institute action under the provision hereof within thirty (30) working days after the event giving rise to the grievance has occurred and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally. The time period may be extended for an additional thirty (30) working days by the Director, if the Lodge requests it, or the Director deems it advisable.

STEP TWO:

If the grievance is not settled at the First Step, and if the grievance relates to the interpretation, application or alleged violation of the terms and conditions of this Agreement, the grievant may make written request for a Second Step meeting within five (5) working days after the answer at the First Step. The Director, or his designee, shall set a meeting within ten (10) working days after the request. Said Second Step meeting shall be between the Director and the grievant and with the FOP representative, if requested by the grievant. The Director's answer to the Second Step shall be delivered to the grievant with a copy to the FOP within ten (10) working days after the meeting.

ARTICLE III

GRIEVANCE PROCEDURE - (continued)

STEP THREE:

If the aggrieved person is not satisfied with the handling result of the grievance at the Second Step, he may within five (5) working days notify in writing the Township Manager that he wishes to have him rule on the aggrieved matter. A meeting shall be set within twenty (20) working days after the Township Manager, or his designee, has received the request that he or his designee rule on the matter. At such meeting, the aggrieved may appear with a representative of the FOP, if requested by the grievant. The Township Manager's or his designee's answer to the Third Step shall be delivered to the grievant with a copy to the FOP within ten (10) working days after said meeting.

STEP FOUR:

1. If the aggrieved person is not satisfied with the decision of the Township Manager, such person may within five(5) working days request, in writing, that the matter proceed to arbitration. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association.
2. However, no arbitration hearing shall be scheduled sooner than thirty (30) working days after the final decision by the Township Manager. In the event the aggrieved person elects to pursue Civil

ARTICLE III

GRIEVANCE PROCEDURE - (continued)

Service Procedures, the arbitration hearing shall be cancelled, the matter withdrawn from the American Arbitration Association and the Lodge shall pay whatever costs may be incurred in processing the case to the American Arbitration Association.

3. 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 the United States and of the 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 his written decision, the arbitrator shall indicate his findings of fact and reasons for making the award.
4. The costs for the services of the arbitrator and the arbitration facilities shall be borne equally by the Township and the Lodge. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

ARTICLE III

GRIEVANCE PROCEDURE - (continued)

C. TOWNSHIP GRIEVANCES

Grievances initiated by the Township shall be filed directly with the FOP within five (5) working days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) working days after the filing of the grievance between representatives of the Township and the FOP 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 in accordance with this Article.

ARTICLE IV

HOURS AND OVERTIME

- A. All members of the Police Department are required to work an average of forty (40) hours per week on a shift basis on a schedule approved by the Police Director or his designee. Under the Township's current 12 hour work schedule for the patrol division, the extra 4 hours worked in a normal pay cycle (84 versus 80) shall be compensated at straight time rates, until January 1, 1999, at which time they shall be compensated at time and one-half. In the event an officer is scheduled off on vacation and/or any personal days for the entire pay period, the extra four (4) hours shall be at straight time rate. The parties hereby state their intention to place the compensation for scheduled hours 81-84 into the base salary in the year 2000.
- B. Policemen who work overtime that is approved in advance by the Police Director, or his designee, will be compensated for such overtime work at the rate of time-and-one-half the employee's base hourly salary rate for each overtime hour worked.
- C. Emergency overtime as defined and authorized by the Director, or his designee, is as follows:
1. Crime: Officer called in during his scheduled off-duty time to investigate a crime;
 2. Short Shift: Officer is called in or called upon to work a second tour of duty when shift is below minimum established level;
 3. Stakeout: Officer called in during other than normal scheduled duty to perform stakeout;

ARTICLE IV

HOURS AND OVERTIME - (continued)

4. Strike: Officer called in during other than normal scheduled duty for mobilization of the department for strike or riot control.
- D. The base salary rate, for overtime pay purpose, is defined as the compensation rate specified in this Agreement and paid to an employee, including detective differential pay and longevity pay, but exclusive of all other additional compensation, if any.
- E. Members of the Police Department shall be required, by the Director, to work overtime in order to have adequate manpower for community events, provided, however, reasonable attempts shall be made by the Director to staff said events with non-sworn personnel (if legally permissible) and officers volunteering to work said overtime. In the event inadequate manpower exists for such an event, officers may be assigned to work (with officers lower in seniority being assigned first). Officers with a personal hardship will be temporarily bypassed for that community event. Off-duty officers who volunteer or who are ordered to work a community event under this provision shall receive a minimum of four (4) hours overtime pay and seventy-two (72) hours notice of said assignment. Community events covered by this provision shall include: the Christmas Parade, Memorial Day Ceremonies, High School Football Games, Rotary Run,

ARTICLE IV

HOURS AND OVERTIME - (continued)

Candlelight Tour Night, and not more than two additional events per year.

- F. On occasion officers may provide police services over and above their regular duties, at the request of third parties. These service requests will be administered by the Police Director or his designee. Service requests made to the Director with less than 72 hours notice prior to the event may not be accepted.

An hourly fee will be established for said service and will include the costs of administration.

The third party requesting such service shall be billed by the township at an hourly rate equal to that of the prevailing top patrolman's overtime hourly rate plus the administrative charge. The officer assigned to said duty will receive the hourly rate equal to that of the prevailing top patrolman overtime hourly rate. Officers shall be paid for a minimum of two (2) hours. If the request for service is cancelled after the officer has reported for duty, he shall be paid the two (2) hour minimum except, however, construction projects requiring traffic control shall pay a four (4) hour minimum if the officer reports for duty and said project is cancelled, postponed or delayed for the day.

ARTICLE V

HOLIDAYS

- A. The following holidays shall be recognized:
1. New Years Day
 2. Reverend Martin Luther King Day -(Date of Nat'l Holiday)
 3. Washington's Birthday - (3rd Monday in February)
 4. Good Friday
 5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Columbus Day
 9. Veterans Day
 10. Thanksgiving Day
 11. Friday after Thanksgiving Day
 12. Christmas Day
- B. Independence Day - When Independence Day falls on a Tuesday, the preceding Monday will be a holiday. When Independence Day Falls on a Thursday, the following Friday will be a holiday.
- C. Christmas - When Christmas falls on a Tuesday, the preceding Monday will be a holiday. When Christmas falls on a Wednesday, Thursday, Friday or Saturday, the preceding day will be a one-half (1/2) day holiday.
- D. Holidays which fall on Sunday will be celebrated on the following Monday. However, for uniformed personnel, the provisions of Section F of this article concerning call-

ARTICLE V

HOLIDAYS - (continued)

in day at two (2) times base rate shall apply to call-ins on the actual holiday (Sunday) and not call-ins on the celebrated day in lieu of the holiday (Monday). For example, if Christmas falls on Sunday, employees not scheduled to work but called in on Sunday would receive two (2) times base rate for hours worked. If the call-in occurs on Monday the employee would receive only time and one half base rate for hours worked.

- E. Holidays which fall on Saturday will be taken as a compensatory day, subject to the approval of the Department Director, in the remainder of the same year as the holiday, with the exception of Christmas, which may be taken at any time prior to December 31st of the following year.

- F. A sworn police employee, scheduled to work on a holiday, shall receive one (1) day's pay for the holiday , in addition to one (1) day's pay for the day actually worked. A sworn police employee, not scheduled to work on a holiday, but who is called in to work on a holiday, shall receive a day's pay for the holiday, plus two (2) times his base hourly salary rate for time actually worked. For officers working overtime, holiday pay shall be paid for the 24 hours of the holiday beginning at 1 a.m. the morning of the holiday to 1 a.m. the following day.

ARTICLE V

HOLIDAYS - (continued)

- G. Holiday pay shall be computed on the basis of an 8 hour pay for each holiday until January 1, 1997 at which time holiday pay shall be computed on the basis of 12 hours pay for each holiday.

The Township shall retain holiday pay, as described in Section 4-5.1 of the Personnel Rules and Policies of the Township of Moorestown for all holidays listed above, with the exception of New Years's Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve (when applicable) and Christmas Day for all applicable patrolmen and sergeants. Said holiday pay shall be paid to the employees not later than the first Friday in December of each year of the contract.

ARTICLE VI

VACATIONS

- A. Employees covered under this Agreement shall be entitled to earn vacation, with pay, in accordance with the following schedule:

<u>PERIOD OF EMPLOYMENT</u>	<u>EARNED AT THE RATE OF:</u>
During first year	One day per month
From the beginning of the second year to the end of the seventh year	15 days per year
From the beginning of the eighth year to the end of the twelfth year	18 days per year
From the beginning to the thirteenth year to the end of the eighteenth year	21 days per year
From the beginning of the nineteenth year and thereafter	25 days per year

Employees assigned to the patrol division will have their annual vacation allotment adjusted by the Police Director for the years 1994, 1995 and 1996 due to the 12 hour shift schedule change.

ARTICLE VI

VACATIONS - (continued)

- B. ACCUMULATION - an employee may not accumulate to his credit more than two (2) years accumulated vacation leave. Any accumulation in excess of this amount will be lost.

An employee shall be permitted to accumulate more than two (2) years vacation leave if, for reason of injury or sickness, either while on duty or off duty, the employee is not able to utilize such accumulated vacation leave.

Said employee shall utilize all accumulated vacation leave in excess of two (2) years on or before the end of the next six (6) months following the employee's return to work.

- C. The Department Director will grant payment of wages in lieu of vacation leave when vacation could not be taken due to both of the following:
1. The Department Director cancelling, in writing, scheduled vacation leave due to workload and scheduling requirements resulting in loss of accumulated vacation leave as provided in "B" above; and
 2. The Department Director being unable to schedule the appropriate vacation leave prior to the end of the accumulation period.

ARTICLE VII
PERSONAL DAYS

A. Each full-time employee covered by this Agreement shall receive three (3) personal days a year, subject to, and in accordance with, the following procedures:

1. The manpower needs of the department;
2. Employee completing a "Request for Vacation Leave" form, approved by the Director of Police.
3. A personal day shall be authorized only for a full-time, permanent or probationary employee who has served at least six (6) months full-time service with the Township.

ARTICLE VIII

SICK LEAVE

A. AUTHORIZATION:

1. Each full-time employee will be granted sick leave, with pay, when ill or injured as a result of an accident, subject to the approval of his department director and the conditions that follow in this Article.
2. Sick leave may not be used for dental or medical treatment or office visits, except when that treatment is incidental to a period of continuous illness or an acute emergency.

B. EMERGENCY LEAVE

1. For a period, not to exceed three (3) days, sick leave may be authorized by the department director when a member of the employee's immediate family is critically ill and requires the employee's presence.

C. ELIGIBILITY:

1. Sick leave will be earned and accrued from the commencement of employment. Each full-time, permanent, probationary and provisional employee who has completed three (3) months of satisfactory service, will earn and accumulate and may use sick

ARTICLE VII

SICK LEAVE - (continued)

leave at the rate of one (1) day for each calendar month worked on in pay status for the remainder of the first calendar year, and at the rate of one and one-quarter (1 1/4) days per month after the first calendar year.

2. Each full-time employee earns sick leave while he is in pay status either for days worked or for absence on vacation or sick leave or absence due to a service-connected disability covered by Workmen's Compensation.

D. UTILIZATION OF SICK LEAVE

Sick leave will be allowed subject to the following provisions:

1. An employee who is about to be absent on sick leave must personally notify his department director or a person designated by the director of his illness one (1) hour prior to the beginning of his shift, or tour of duty, and thereafter, daily. Daily notice may be waived by the department director when circumstances make this provision impractical.
2. An employee who is absent on sick leave five (5) days or more must, upon return, present a certificate by a physician. The Township Manager,

ARTICLE VIII

SICK LEAVE - (continued)

or his designee, may waive this requirement. In addition, the department director, at his discretion, may require a physician's certificate for any sick leave taken.

3. When the Township Manager, or his designee, has reasonable cause to believe that an employee is, or has been, abusing sick leave, the employee may be required to remain at home except for such time as it may be necessary for him to go to his doctor's office, or to a hospital for treatment. Failure to conform to this requirement may be regarded as evidence that the employee is not sufficiently ill to justify the use of sick leave, except when a particular regimen is prescribed by the attending physician.
4. If an employee has used up all of his accrued sick time, he may personally make request to use his accrued vacation leave, in the absence of additional sick leave, for further periods of illness, subject to approval by the Department Director at the time such leave accumulation expires.
5. Violation of these rules and policies may result in loss of pay and such disciplinary action as deemed appropriate by the Department Director.

ARTICLE VIII

SICK LEAVE - (continued)

E. ACCRUED SICK LEAVE AT RETIREMENT:

1. An employee leaving the Department in good standing by either death or retirement shall be compensated for unused accumulated sick leave in a lump-sum payment at the base rate of pay then in effect in accordance with the following formula:
 - a. If the officer has 149 days or less, he or his estate shall be compensated at the rate of \$20.00/day.
 - b. If the officer has 150-174 days remaining, he or his estate shall be compensated for 15% of them at the base rate of pay and 85% at the rate of \$20.00/day.
 - c. If the officer has 175-199 days remaining, he or his estate shall be compensated for 20% of them at the base rate of pay and 80% at the rate of \$20.00/day.
 - d. If the officer has 200-224 days remaining he or his estate shall be compensated for 25% of them at the base rate of pay and 75% at the rate of \$20.00/day.
 - e. If the officer has 225 days or more remaining then he or his estate shall be compensated for 30% of them at the base rate of pay and for 70% shall receive \$20.00/day.

ARTICLE VIII

SICK LEAVE - (continued)

The maximum benefit payable under this provision shall be thirteen thousand dollars (\$13,000), until January 1, 1998, when it shall increase to fourteen thousand dollars (\$14,000)

The term "retirement" shall mean service retirement, special retirement, ordinary disability retirement, or accidental disability retirement, as the foregoing phrases are defined by the statutes and regulations governing the New Jersey Police and Fireman's Retirement System.

ARTICLE IX
HEALTH AND WELFARE

A. TOWNSHIP OF MOORESTOWN EMPLOYEE HEALTH BENEFITS PROGRAM:

1. Medical - the Township shall contribute a monthly amount equal to 100% of the monthly premiums to the New Jersey Health Benefits Program for all permanent and provisional full-time employees covered by this Agreement and their dependents.

Effective January 1, 1996, employees covered under the traditional indemnity plan (CIGNA) shall have their individual deductible limit increased from \$100 to \$200 per year, and their family deductible limit increased from \$200 to \$400 per year. Effective April 1, 1996, employees covered by U.S. Healthcare-HMO, HIP NJ, or P.P.O. plans shall pay a \$10.00 per visit (point of service) co-pay.

Coverage After Retirement - The Township will continue to provide medical insurance coverage to an eligible retiring employee and his family at no cost to the employee, provided that the employee has served the Township at least twenty-five (25) years. This coverage and the rules concerning the eligibility shall be only as allowed under N.J.S.A. 40A: 10-23 as supplemented and amended.

ARTICLE IX

HEALTH AND WELFARE - (continued)

Said coverage shall be provided up to age 65 providing those eligible annually certify in writing to the satisfaction of the Township Manager that they have no other medical coverage.

2. Dental - The Township shall provide a dental plan for all permanent and provisional full-time employees covered by this Agreement and their dependents.
3. Prescription-Eyecare - The Township shall provide a self-administered program to reimburse all permanent and provisional full-time employees covered by this Agreement, for up to \$325 per year in prescription or eyecare expenses. Effective January 1, 1997 the amount shall be increased to \$350.00 per year, and effective January 1, 1999 this amount shall be increased to \$375.00 per year. The reimbursement may also include physical examinations expenses covered in section G below. The employee shall be required to submit a legible paid receipt setting forth the nature of the expense incurred by the employee for care to a member of his immediate family or self. The Township will provide a standard form and affidavit for the employee's use.

ARTICLE IX

HEALTH AND WELFARE - (continued)

The Township program shall be non-accumulative. Amounts unclaimed for the calendar year shall not accrue to the following year.

B. PENSION:

The Township shall contribute an amount and make such payroll deductions as required by existing legislation relative to the State of New Jersey Police and Firemen's Retirement System.

C. WORKMEN'S COMPENSATION:

Each Township employee will receive such compensation and medical expenses for job related injuries as is provided by the State of New Jersey Workmen's Compensation Law and such additional benefits as may be provided.

D. UNEMPLOYMENT INSURANCE:

Each Township employee shall be covered by the New Jersey State Unemployment Insurance Program. The Township shall make appropriate payroll deductions and Township contributions in accordance with State legislation establishing and regulating said program.

E. DISABILITY INSURANCE:

Each Township employee shall be covered by the New Jersey State Disability Insurance Program. The Township shall make appropriate payroll deductions and Township

ARTICLE IX

HEALTH AND WELFARE - (continued)

contributions in accordance with State legislation establishing and regulating said program.

F. CHANGE OF HEALTH PLANS OR CARRIERS

The Township may, at its option, change any of the foregoing plans or carriers, so long as, substantially, the same benefits are provided.

To the extent practical, the Township shall provide ninety (90) days notice of its intention to change health insurance plans or carriers and provide complete details of the designated plans as soon as possible thereafter.

G. PHYSICAL EXAMINATIONS:

The Township shall reimburse a permanent or provisional full-time employee covered by this Agreement for the expense of an annual physical up to the limit established in Section A.3 above. The employee shall be required to submit a legible paid receipt setting forth the physician's service and charge. The employee may elect to utilize the physician selected by the Township to conduct its annual managerial physical.

No reimbursement will be authorized if less than twelve months elapse between annual physical.

All officers covered by this agreement shall certify by December 31, 1994, that they have received a complete physical in accord with the following provisions:

ARTICLE IX

HEALTH AND WELFARE - (continued)

1. For officers over age 45, as of January 1, 1994, the physical must have been performed within the prior 3 years of the date of certification.
2. For officers under age 45, as of January 1, 1994, the physical must have been performed within the prior 5 years of the date of certification.
3. The Township shall supply a standard form of affidavit with space for the officer to insert the physicians name and office address along with the date of examination.
4. Officers failing to submit the required affidavit by the above deadline shall lose their prescription eyecare benefit until such time as said affidavit is submitted.

H. DEATH BENEFIT - IN THE LINE OF DUTY:

The spouse or immediate family of an officer who dies in the line of duty shall be entitled to reimbursement for funeral expenses up to a limit of \$7500.00.

ARTICLE X

UNIFORMS AND UNIFORM ALLOWANCE

- A. Sworn Police employees will receive an initial issue of clothing and equipment as currently provided and as deemed necessary by the Department Director.
- B. Initial clothing will be replaced as needed on a "fair wear and tear basis." The Township shall investigate alternate methods of providing Police uniforms from time to time to improve employee choice and, subject to legal and administrative approval, implement same if advantageous to all parties. These plans shall not increase the Township's cost in providing uniforms.
- C. Plainclothes officers will receive one thousand (\$1000) dollars a year clothing allowance.
- D. Each sworn Police employee will receive a yearly clothing maintenance allowance of six hundred ten (\$610) dollars until January 1, 1998, and then receive six hundred thirty-five (\$635) dollars each year thereafter. The allowance shall be used for cleaning and maintenance purposes only, unless the Director or his designee, determines an officer has been negligent in safeguarding his equipment. In this case, the allowance shall be utilized for replacement or repair purposes.

ARTICLE X

UNIFORMS AND UNIFORMS ALLOWANCE - (continued)

The Township shall have the right to bid uniform maintenance services, and implement a contract cleaning program if the Township decides a contract is advantageous.

Fair wear and tear shall be defined as the replacement of clothing or uniform items that have been damaged due to job related activities. The term 'fair wear and tear' shall not be applied to the regular yearly uniform replacement but will deal only with damaged uniform items. Once items have been determined to have been damaged while on the job, the cost of replacement will be paid by the Township. This replacement will not be counted against the regular yearly uniform allotment.

If the Police Director, or his designee, determines that clothing or equipment damage is caused by an employee, or through misuse by an employee, said employee shall be required to pay for the repair or replacement.

E. PROTECTIVE VESTS

New employees are entitled to select a protective vest which shall be purchased by the Township or the employee shall be reimbursed for said vest up to a limit of \$500.

ARTICLE X

UNIFORMS AND UNIFORMS ALLOWANCE - (continued)

Effective January 1, 1998 the maximum reimbursement limit shall be increased to \$525.

The Township agrees to replace said protective vest when the manufacturers warranty, which must be on file in the office of the Police Director, expires. Employees who elect to replace their vest shall be allowed to purchase a replacement vest of their choice up to a limit of \$500, and up to a limit of \$525 after January 1, 1998. The Township shall reimburse the officer, upon submittal of proper documentation, or purchase the vest directly. It is the policy of the township that the officer should wear his protective vest while on street duty.

F. PERSONAL PROPERTY

In order to protect employees from financial hardship due to damage or loss of personal articles, or to personal property, the Township shall pay for such damage or loss, up to \$250 per loss, provided the damage or loss occurred while the member was engaged in active pursuit of official duties. Excluded from reimbursement would be the loss of cash, credit cards, or items covered by an employees personal insurance.

All claims for repayment must be made in writing, with supporting documentation, to the Police Director within 30 days of the loss or damage.

ARTICLE XI

SALARIES AND OTHER COMPENSATION

A. SALARY:

1. For the calendar year 1996, all full-time employees covered by this Agreement shall receive an across-the-board salary increase of 4.4% as specified in Schedule "A" of this Agreement.
2. For calendar year 1997, all full-time employees covered by this Agreement shall receive an across-the-board salary increase of 4.0%, as specified in Schedule "A" of this Agreement.
3. For calendar year 1998, all full-time employees covered by this Agreement shall receive an across-the-board salary increase of 4.4%, as specified in Schedule "A" of this Agreement.
4. For calendar year 1999, all full time employees covered by this Agreement shall receive an across-the-board salary increase of 4.0% as specified in Schedule "A" of this Agreement.

B. DETECTIVE DIFFERENTIAL:

1. All full-time unit employees assigned to plainclothes duty shall be entitled to an annual detective differential equal to five percent (5%) of said employees base salary, exclusive of longevity, holiday pay, the detective differential, overtime and all other compensation of any type whatsoever. This detective differential shall not exceed a CAP of \$3,178 dollars.

ARTICLE XI

SALARIES AND OTHER COMPENSATION - (continued)

This differential shall be added to the biweekly compensation of all full-time unit employees assigned to plainclothes duty by taking the number arrived at by multiplying five percent (5%) times the base salary and dividing that number by twenty-six (26) biweekly pay periods. The full amount of this payment will then be deducted back from the employee's pay and paid back to the employee in accordance with the same procedures used for the payment of longevity. Assignment to plainclothes duty for less than a full calendar year shall result in prorata entitlement to such differential.

ARTICLE XII

LONGEVITY

A. Employees covered by this Agreement shall receive longevity pay in accordance with the following:

1. Upon completion of the appropriate number of years of continuous, unbroken service to the Township by an employee covered under this Agreement; and
2. Certification by the Director of Police in accordance with rules established by the Township, to the Township Manager, that said employee has performed satisfactory work during the immediately preceding year;

there shall be added to the biweekly compensation of said employee an amount determined by dividing the annual payment shown below ("Longevity Pay") by 26; said longevity pay shall commence at the start of the biweekly pay period beginning the first Friday of the same calendar month during which said employee completes said appropriate number of years of continuous, unbroken service to the Township:

Longevity payments based upon years of continuous, uninterrupted service with the Township shall be as follows:

After 5th Year.....	2%	of Base Pay
After 10th Year.....	4%	of Base Pay
After 15th Year.....	6%	of Base Pay
After 20th Year.....	8%	of Base Pay

NOT TO EXCEED \$5,084

ARTICLE XII

LONGEVITY

- B. For purposes of longevity compensation, base pay shall be defined as the compensation rate specified in this Agreement and specified in Schedule "A" exclusive of overtime pay, detective differential, longevity pay, holiday pay and all other compensation of any type whatsoever.
- C. A condition of eligibility for longevity payments for years of service completed shall be that the Director of Police must first certify to the Manager (or his appointed designee) the employee's work has been satisfactory during the immediately preceding year. All employees who have completed the necessary years for longevity payment, in accordance with the above table, will receive such payment unless the Director of Police has advised them, in writing, not less than six (6) months before the date on which they will have completed another year of service, that their services are not satisfactory.

ARTICLE XIII
BEREAVEMENT LEAVE

- A. Each full-time employee covered by this agreement shall be allowed up to a maximum of three (3) days leave, with pay, in the event of a death in the employee's immediate family. Immediate family shall be defined as the employee's mother, father, grandparents, grandparents-in-law, mother-in-law, father-in-law, husband, wife, sister, brother, or child.

An additional Bereavement leave day shall be granted to an officer attending the funeral services of a member of his or her immediate family if said services are held at a location over one hundred and eighty miles (180 miles) away from the Township of Moorestown.

- B. In order for the employee to receive compensation under this section, he must notify the Department Director, or his designee, of the death in the immediate family by 9:00 a.m. on the first day to be taken as bereavement leave. At this notification, he must also inform the Department Director, or his designee, of the number of bereavement days the employee plans to take.

ARTICLE XIII

BEREAVEMENT LEAVE - (continued)

- C. On the day the employee returns to work, he must present to the Department Director, or his designee, a copy of the "Notice of Death" or obituary published in a newspaper, together with the name of the paper and the city and date of publication. If death notice or obituary cannot be obtained, a letter from the undertaker who arranged the funeral should be submitted stating the employee's attendance at the funeral of a member of the immediate family. In addition, the employee must complete a "Bereavement Leave" form, which would state the date of death of the immediate family member, the location and name of the undertaker and the date and place of interment. This form, together with the attached "Notice of Death" or undertaker's letter, will be forwarded to the Deputy Manager's officer for payroll processing.
- D. Until an employee meets the requirements of Section C of this article, any leave taken as bereavement leave under Section A. of this article will be charged to sick leave.

ARTICLE XIV
NO-STRIKE PLEDGE

- A. The Lodge covenants and agrees that during the term of this Agreement neither the Lodge nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e.; the concerted failure to report for duty, or concerted willful absence of a police patrolman from his duties of employment), work stoppage, walk-out or other job action against the Township. The Lodge agrees that such action would constitute a material breach of this Agreement.

- B. In the event of a strike, walk-out or job action, it is covenanted and agreed that participation in any such activity by any Lodge member shall be deemed grounds for disciplinary action, including possible termination of employment of such employee(s).

- C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Lodge or its members.

ARTICLE XV

CONDUCT OF NEGOTIATIONS AND LODGE BUSINESS

- A. During contract negotiations with the Township, authorized representatives of the Lodge shall be excused from their normal duty for such period, subject to a limit of five (5) representatives, exhaustion of all shift swapping possibilities, and not when a shift is at, or below, minimum manpower.

The parties shall make every effort to schedule negotiation sessions so as to avoid the necessity of excusing members from duty.

- B. The designated Official Trustee of the Lodge may be excused from his shift to attend not more than three (3) bi-monthly FOP Board Meetings per year without loss of compensation.

ARTICLE XVI

DEDUCTIONS FROM SALARY

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Moorestown Fraternal Order of Police Lodge #109. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. (R.S.) 52:14-15.9e, as amended. Said monies, together with records of any corrections, shall be transmitted to the Lodge by the fifteenth (15) of each month following the monthly pay period in which deductions were made.
- B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Lodge shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Lodge, and signed by the President and Secretary-Treasurer of the Lodge, advising of such changed deduction.
- C. The Lodge will provide the necessary "Check-off Authorization" form and the Lodge will secure the signatures of its members on the form and deliver the signed forms to the Township Manager. The Lodge shall indemnify, defend and save the Township harmless

ARTICLE XVI

DEDUCTIONS FROM SALARY - (continued)

against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason taken by the Township, in reliance upon salary deduction authorization cards submitted by the Lodge to the Township, or in reliance upon the official notification on the letterhead of the Lodge as signed by the President and Secretary-Treasurer of the Lodge, advising of such changed deduction.

ARTICLE XVII

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement, or any application of this Agreement, to any employee or group of employees is held invalid by operation of law or by Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII
TERM AND RENEWAL

- A. THIS AGREEMENT shall be in full force and effect as of the day and year first above written, and shall be in effect to and including December 31, 1999. Except where expressly so stated herein, no provision of this Agreement shall be effective prior to the day and year first above written.
- B. Thereafter, this Agreement shall continue in full force and effect from year-to-year, unless one party or the other gives notice, in writing, no more than one hundred eighty (180) days, or less than one hundred fifty (150) days, prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto
have hereunto set their hands and seals
on this 11 day of December, 1995.

TOWNSHIP OF MOORESTOWN
BURLINGTON COUNTY, NEW JERSEY

ATTEST: [Signature] BY: [Signature]
TOWNSHIP CLERK MAYOR

BY: [Signature]
TOWNSHIP MANAGER

MOORESTOWN FRATERNAL ORDER OF POLICE LODGE #109

ATTEST: [Signature] BY: [Signature]
SECRETARY/TREASURER PRESIDENT

Revised 11/13/15

SCHEDULE A

SALARIES 1996 (Effective after December 8, 1995)

4.4%	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
SERGEANT		44,225	46,636	49,047	51,458	53,869	56,280
PATROLMAN	28,000	38,453	40,551	42,649	44,747	46,845	48,943

SALARIES 1997 (Effective after December 6, 1996)

4.0%	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
SERGEANT		45,994	48,501	51,008	53,515	56,022	58,529
PATROLMAN	29,120	39,991	42,173	44,355	46,537	48,719	50,901

SALARIES 1998 (Effective after December 5, 1997)

4.4%	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
SERGEANT		48,017	50,634	53,251	55,868	58,485	61,102
PATROLMAN	30,401	41,751	44,029	46,307	48,585	50,863	53,141

SALARIES 1999 (Effective after December 4, 1998)

4.0%	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
SERGEANT		49,938	52,659	55,380	58,101	60,822	63,543
PATROLMAN	31,617	43,421	45,790	48,159	50,528	52,897	55,266