

AGREEMENT

between

**TOWNSHIP OF MOORESTOWN
BURLINGTON COUNTY, NEW JERSEY**

and

**MOORESTOWN FRATERNAL ORDER OF POLICE LODGE #109
SUPERIOR OFFICERS ASSOCIATION**

January 1, 2009 - through - December 31, 2013

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PREAMBLE

THIS AGREEMENT entered into this 21 day of May, 2010, 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, Superior Officers Association, 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.

- B. Effective January 1, 2000, Police Sergeants and Lieutenants were recognized as a separate bargaining unit by the Township of Moorestown to be known as Moorestown Fraternal Order of Police Lodge #109 Superior Officers Association.

- C. 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 in furtherance thereof, and the use of judgment 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 hereof in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances 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 Titles 11, 40 and 40A of the New Jersey Statutes or any other national, state, county or local laws or ordinances.
- D. The Township recognizes that it will not negotiate with individual members on any matters subject to collective bargaining. (i.e. - as a result of past grievances).

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:

STEP ONE:

The aggrieved employee 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. For Lieutenants, Step One is waived.

STEP TWO:

If the grievance is not settled at the First Step, and if the grievance relates to the

ARTICLE III

GRIEVANCE PROCEDURE - (continued)

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.

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(s) working days request, in writing, that the matter proceed to arbitration. The arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission.
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 Service procedures, the arbitration hearing shall be cancelled, the matter withdrawn from the Public Employment Relations

ARTICLE III
GRIEVANCE PROCEDURE - (continued)

Commission and the Lodge shall pay whatever costs, if any, that may have been incurred in processing the case to the Public Employment Relations Commission.

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.

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. Effective as of the date of this contract, all Lieutenants shall work 84 hours in a fourteen day work period under the current 10.5 hour work schedule. The entire 84 hours shall be paid at straight time based on 2,184 hours annually. Effective January 1, 2011, all Sergeants shall work 84 hours in a fourteen day work period under the current 10.5 hour work schedule for inside Sergeants and 12 hour work schedule for patrol Sergeants. The entire 84 hours shall be paid at straight time based on 2,184 hours annually.
- B. Sergeants and Lieutenants who work overtime approved in advance by the Police Director or his designee, will be compensated at the rate of 1.5 times the base hourly rate based upon the compensation set forth in Schedule "A", and any applicable longevity pay, but shall not include any other forms of compensation or reimbursement.

Lieutenants are not eligible to work overtime in connection with their regular duty assignments and, in addition, shift schedules for Lieutenants cannot be altered in any way to enhance chances for overtime.

1. The Patrol Lieutenant and the Administrative Lieutenant will be eligible for patrol short shift overtime on a rotating basis.
2. The Detective Lieutenant will be eligible for overtime in the Detective Bureau in rotation with all other Detectives.
3. As part of the rotation, Lieutenants in their respective categories are eligible to be ordered in if shifts cannot be filled.

Procedure for Lieutenant Overtime

In order for Lieutenants to enter overtime rotation, the Patrol Lieutenant and the Administrative Lieutenant shall be inserted in the rotation. The Detective Lieutenant shall be added to the bottom of the overtime rotation in the Detective Bureau.

ARTICLE IV
HOURS AND OVERTIME - (continued)

C. Emergency overtime as defined and authorized by the Director, or his designee, is as follows:

1. Crime: called in during scheduled off-duty time to investigate a crime;
2. Short Shift: called in or called upon to work a second tour of duty when shift is below minimum established level;
3. Stakeout: called in during other than normal scheduled duty to perform stakeout;
4. Strike: called in during other than normal scheduled duty for mobilization of the department for strike or riot control.

D. Sergeants 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. The Director shall indicate this section of the Labor Agreement applies to a particular community event at time of posting for volunteers. 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, high school football games, Rotary Run (Moorestown Day), Autumn in Moorestown, Candlelight Tour Night, and not more than two additional events per year.

ARTICLE IV

HOURS AND OVERTIME - (continued)

- E. 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.

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 Year's Day
 2. Reverend Martin Luther King Day -(Date of National 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. 1. Holidays which fall on Sunday will be celebrated on the following Monday.

ARTICLE V

HOLIDAYS — (continued)

- 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. Effective January 1, 2008, holiday pay was rolled into the base pay for all police officers who had previously received holiday pay.

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

- 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.

An 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.

ARTICLE VI
VACATIONS - (continued)

- 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 canceling, 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 fulltime, permanent or probationary employee who has served at least six (6) months full-time service with the Township.
 4. Detectives will receive an additional three (3) detective personal days and the School Resource Officer (SRO) will receive an additional five (5) SRO personal days.

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 leave at the rate of one (1) day for each calendar month worked 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 Workers' Compensation.

ARTICLE VIII
SICK LEAVE - (continued)

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, 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 the 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.

ARTICLE VIII

SICK LEAVE - (continued)

5. Violation of these rules and policies may result in loss of pay and such disciplinary action as deemed appropriate by the Department Director.

E. SICK LEAVE SELLBACK OPTION

1. Officers using three sick days or less in a particular year may apply on December 1st of the year in question to sell back to the Township up to five days of that year's sick leave allocation at the base pay rate set forth in Schedule "A".
2. Officers who use three sick days or less in a particular year may apply on December 1st of the year in question to sell back to the Township up to sixty hours of that year's sick leave allocation at the base pay rate.
3. To receive approval, an officer must have a minimum accumulation of 30 days sick leave to his credit, at all times before and after the sellback, and utilize not more than three sick days through December 31st of the year in which he applies. It is the officer's responsibility to complete the appropriate application form between November 1st and December 1st and his or her decision shall be final.

F. 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/day.

ARTICLE VIII
SICK LEAVE - (continued)

- 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/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/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/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/day.

The maximum benefit payable under this provision shall be increased to twenty-two thousand dollars (\$22,000), until January 1, 2012, when the maximum benefit payable shall decrease to fifteen thousand dollars (\$15,000). Effective January 1, 2012, the above mentioned steps will be eliminated and retiring employees will be compensated for 50% of the remaining sick days at full value up to the \$15,000 cap.

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 100% of the monthly premiums of the traditional indemnity, HMO and PPO health insurance plans for all permanent and provisional full-time employees covered by this Agreement and their dependents until January 1, 2011. Effective January 1, 2011, all employees will contribute 1.5% of their base salary payable towards health insurance premiums.

The Township agrees to set up an IRS 125 Premium Only Plan to pay the premium into that plan pre-tax. The Township agrees to compensate employees in the form of a stipend equal to the amount withdrawn from their pay if contributions for health care commence prior to the effective date of January 1, 2011.

The Township can investigate and potentially offer health savings account as an alternative to current health insurance plans offered. If the plan is to be offered terms and conditions would require negotiation with the Moorestown Fraternal Order of Police Lodge #109.

The 1.5% health insurance contribution shall not apply to current or future retirees.

All current employees covered under the traditional indemnity plan shall be responsible for payment of thirty-three percent (33%) of the difference in premiums between the Traditional plan and the PPO plan. Employees shall have their individual deductible limit established at \$250 per year, and their family deductible limit established at \$500 per year. Employees covered by HMO or PPO plans shall pay a \$15 office visit co-pay.

ARTICLE IX

HEALTH AND WELFARE - (continued)

Employees hired after July 1, 2010, will have a choice between two (2) plans, an HMO and a PPO. The lesser premium plan will be provided by the Township for the employee and dependants at no charge to the employee, regardless of whether the employee is in the Single, Husband/Wife, Parent/Child, or Family category. Employees in the Single category may choose the higher premium plan at no charge to the employee. Employees in the Husband/wife, Parent/Child, or Family category may choose the higher premium plan but must pay the "upcharge" or difference in the premium between the higher and lower cost plan for the category in which they fall (Husband/Wife, Parent/Child, or Family). These employees will receive a credit or reduction against the "upcharge", equal to the difference in the premiums (between the higher and lower cost plans) for those in the Single category.

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. This coverage shall be provided up to age 65 or Medicare eligibility age (if later) providing those eligible annually certify in writing to the satisfaction of the Township Manager that they have no other medical coverage.

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 accumulated twenty-five (25) years of service in the PFRS retirement system or has otherwise met the requirements of the PFRS and served the Township at least twenty (20) years. Any employee who retires and elects the traditional indemnity plan shall be responsible for payment of thirty-three

ARTICLE IX

HEALTH AND WELFARE - (continued)

percent (33%) of the difference in premiums between the traditional plan and the PPO plan. This coverage shall be provided up to age 65 or Medicare eligibility age if later) providing those eligible annually certify in writing to the satisfaction of the Township Manager that they have no other medical coverage.

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.

Coverage for spouse and/or dependant(s) of officer killed in line of duty - Medical insurance coverage shall continue for any spouse and/or dependant(s) of any officer who dies in the line of duty. This coverage shall be provided to the spouse up to the age of 65 or Medicare eligibility (if later) and to any dependent until they reach the age of emancipation as defined by the applicable health insurance provider. Any adult disabled child of an officer killed in the line of duty shall be covered to the extent that coverage would be provided if the officer was living. This coverage shall be afforded as soon as practicable.

2. Health Care Opt-Out - The Township will allow employees who can obtain health benefits from their spouses to decline Township health benefits. For employees who can verify that they can obtain health benefits from their spouses, the Township will reimburse employees \$5,000 to be paid bi-annually in December and June.

Employees and their family members, who have waived coverage, may re-enter the Health Benefit plan only during an annual open enrollment period, unless or when a "hardship provision" applies.

ARTICLE IX

HEALTH AND WELFARE - (continued)

The decision to waive coverage cannot change until the next open enrollment period. However, assuming most employees choosing to waive coverage will be doing so because they have coverage through their spouse, a "hardship provision" for re-entry is available. This provision allows employees and family members to re-enter the program on an immediate basis without the necessity of health questionnaires. The hardship provision allows for re-entry only in the following situations which result in the loss of coverage through a spouse:

- Termination of Employment
 - Divorce (copy of decree required)
 - Legal Separation (copy of decree required)
 - Death (copy of certificate required)
 - Group Contract/Policy terminated
 - Military Discharge (Form DD214 required)
3. Dental - The Township shall provide a dental plan for all permanent and provisional full-time employees covered by this Agreement and their dependents. The plan limit per individual covered will be increased from \$1,000 to \$2,000 per year. Retiree dental coverage will be available; however, said coverage is at the retiree's complete expense (no Township cost). If the retiree drops coverage he shall not be eligible for return to coverage.
4. Prescription Eye care - The Township shall provide a self-administered program to reimburse all permanent and provisional full-time employees covered by this Agreement, for up to \$375 for 2009 and effective January 1, 2010, increasing for up to \$775 per year in prescription or eye care expenses. The reimbursement may also include physical examination expenses covered in section G below. The employee

ARTICLE IX
HEALTH AND WELFARE - (continued)

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

Each Township employee will receive such compensation and medical expenses for job related injuries as is provided by the State of New Jersey Workers' 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.

ARTICLE IX
HEALTH AND WELFARE - (continued)

E. DISABILITY INSURANCE:

Each Township employee shall be covered by the Zurich Disability Insurance Program. The Township shall make appropriate payroll deductions and Township contributions in accordance with State legislation establishing and regulating said program. If the majority of Moorestown Township Employees desire to no longer participate in the private plan, the Township will return to the State Disability Plan.

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 physicals.

ARTICLE IX

HEALTH AND WELFARE - (continued)

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 \$7,500.

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 lieutenants will receive \$1,000 a year as clothing allowance. This allowance will be terminated on May 21, 2010.

Each detective/sergent will receive a clothing maintenance allowance of \$740 per year. The allowance shall be used for cleaning and maintenance purposes only, unless the Police 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. This allowance will be terminated on January 1, 2011.

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.

ARTICLE X

UNIFORMS AND UNIFORMS ALLOWANCE - (continued)

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.

Effective January 1, 2010, each sworn police employee will receive a \$150 reimbursement for work related footwear up to a limit of \$150. The Township shall reimburse the officer upon submittal of proper documentation or purchase the footwear directly. It is the policy of the Township that the officer should wear his footwear only while performing police duty.

D. 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 \$1,200.

The Township agrees to replace a protective vest when the manufacturer's 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 and related accessories up to a limit of \$1,200. 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.

E. 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 employee's personal insurance.

ARTICLE X

UNIFORMS AND UNIFORMS ALLOWANCE - (continued)

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 2009, all full—time employees covered by this Agreement shall receive an across- the—board salary increase of 3.50% as specified in Schedule ‘A’ of this Agreement, retroactive to November 21, 2008.
2. For calendar year 2010, all full-time employees covered by this Agreement shall receive 0.0%, as specified in Schedule “A” of this Agreement.
3. For calendar year 2011, all full-time employees covered by this Agreement shall receive an across- the-board salary increase of 2.50%, as specified in Schedule “A” of this Agreement, effective January 1, 2011 (pay period beginning 12/17/2010).
4. For calendar year 2012, all full-time employees covered by this Agreement shall receive an across- the-board salary increase of 2.50% as specified in Schedule “A” of this Agreement, effective January 1, 2012 (pay period beginning 12/23/2011).
5. For calendar year 2013, all full-time employees covered by this Agreement shall receive an across-the-board salary increase of 2.50% as specified in Schedule “A” of this Agreement, effective January 1, 2013 (pay period beginning 12/21/2012).
6. In the event of a twenty seven (27) pay year, the township will base the pay (and all pay calculations) on a 26 pay year.

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

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, longevity pay, holiday pay and all other compensation of any type whatsoever.

ARTICLE XII
LONGEVITY - (continued)

The longevity cap will be adjusted for existing employees of 8% based on the top steps for 2013.

Detective/Patrolman	\$7,683
Sergeant	\$8,834
Lieutenant	\$10,275

- 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.

- D. Effective the date of this contract, longevity will be eliminated for all new hires.

ARTICLE XIII

LAYOFFS

- A. A no layoff pledge will be implemented for the duration of the contract unless the Township experiences "severe" financial distress.

- B. The Township agrees not to lay off any officers until December 31, 2013, unless Council advises of a financial emergency. The emergency will be evaluated as follows:

The Township CFO will certify that non-surplus revenues inclusive of state aide to municipalities for the forthcoming financial year are projected to decline by more than One Million Dollars versus the prior fiscal year. Upon request, an authorized representative of the police may request and inspect relevant information to support the emergency claim.

ARTICLE XIV
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.

- 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 Payroll Supervisor's office 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 XV
MATERNITY LEAVE

Each full time, permanent employee of the Township shall be eligible for unpaid maternity leave in accordance with the following provisions:

- A. The employee shall notify their department head as soon as practical after the employee becomes aware they are pregnant, in no case later than the end of the third month of pregnancy, and shall immediately submit a statement by a medical doctor confirming the pregnancy, indicating the estimated date of confinement (estimated delivery date), and indicating any limitations on the employee's ability to continue work.
- B. Sworn Police Officers who have notified the Director of Police that they are pregnant shall be reassigned by the Director of Police to duties that do not involve potentially physically confrontational contact with the public.
- C. Upon the notification, as provided in paragraph "A" above, the employee shall be eligible for maternity leave without pay for four (4) weeks before the estimated date of confinement and six (6) weeks after the actual delivery date.
- D. The post delivery leave, specified in paragraph "C", may be extended for medical necessity for an additional period not to exceed two weeks. A statement from a medical doctor shall be presented to the department head documenting said medical necessity at least five (5) business days prior to the day the extended leave would begin.
- E. The employee shall return to work without restriction upon the expiration of the maternity leave unless they have previously arranged to receive family leave or an ordinary leave of absence.

ARTICLE XV

MATERNITY LEAVE - (continued)

- F. Employees may use any accumulated vacation days or personal days for which they will receive their normal wages, before, during, or after the maternity leave.

- G. Employees who receive maternity leave may elect to continue medical, dental, and prescription insurance through the Township by reimbursing the Township the appropriate premium on or before the 1st day of each month of the leave. When the employee has worked for a portion of the month at the commencement of the leave, the Township shall pay for health benefits for that entire month. Other months where the employee works a portion of the month, premiums shall be prorated by the Township into portions of not less than 25%.

- H. Employees may elect to utilize family leave in lieu of maternity leave upon the birth of the child.

- I. During maternity leave, an employee shall not earn vacation time, sick time or personal days. Employees shall retain their seniority and said leave shall not be a lapse in employment.

ARTICLE XVI
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 XVII

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 four (4) bi-monthly FOP Board Meetings per year without loss of compensation.
- C. A Police Officer elected to a position on the New Jersey Fraternal Order of Police Board of Directors or the Grand Lodge Fraternal Order of Police Executive Board shall be excused from his shift on not more than two (2) days per year, without loss of compensation, to attend NJFOP Board of Directors meetings, NJ State FOP Executive Board meetings or Grand Lodge Executive Board meetings.

ARTICLE XVIII
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 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 XIX

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.

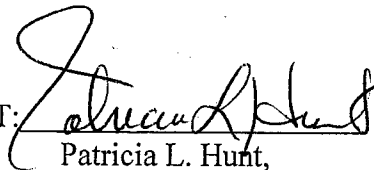
ARTICLE XX
TERM AND RENEWAL

- 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, 2013. 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.

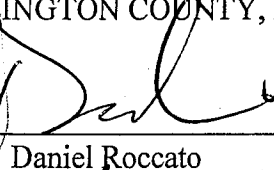
IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals on this 21 day of May, 2010.

TOWNSHIP OF MOORESTOWN
BURLINGTON COUNTY, NEW JERSEY

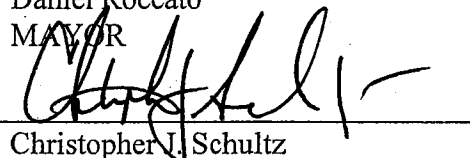
ATTEST:


Patricia L. Hunt,
CLERK

BY:


Daniel Roccato
MAYOR

BY:


Christopher J. Schultz
TOWNSHIP MANAGER

MOORESTOWN FRATERNAL ORDER
OF POLICE LODGE #109

ATTEST:


SECRETARY/TREASURER

BY:


PRESIDENT

**TOWNSHIP OF MOORESTOWN
SUPERIOR OFFICER SALARIES SCHEDULE (SOA)
For Years 2009 thru 2013**

SCHEDULE "A" (continued)

SERGEANT (2,184 HOURS)

CLASSIFICATION	INCREASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<u>2009 SALARIES (Effective November 21, 2008)</u>							
Sergeant (2,184 Hours)	3.50%	\$ 80,585	\$ 84,976	\$ 89,366	\$ 93,758	\$ 98,148	\$ 102,538
<u>2010 SALARIES (Effective January 1, 2010)</u>							
Sergeant (2,184 Hours)	0.00%	\$ 80,585	\$ 84,976	\$ 89,366	\$ 93,758	\$ 98,148	\$ 102,538
<u>2011 SALARIES (Effective January 1, 2011)</u>							
Sergeant (2,184 Hours)	2.50%	\$ 82,600	\$ 87,100	\$ 91,600	\$ 96,102	\$ 100,602	\$ 105,101
<u>2012 SALARIES (Effective January 1, 2012)</u>							
Sergeant (2,184 Hours)	2.50%	\$ 84,665	\$ 89,278	\$ 93,890	\$ 98,505	\$ 103,117	\$ 107,729
<u>2013 SALARIES (Effective January 1, 2013)</u>							
Sergeant (2,184 Hours)	2.50%	\$ 86,782	\$ 91,510	\$ 96,237	\$ 100,968	\$ 105,695	\$ 110,422

SERGEANT (2,080 HOURS)

CLASSIFICATION	INCREASE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
<u>2009 SALARIES (Effective November 21, 2008)</u>							
Sergeant (2,080 Hours)	3.50%	\$ 76,130	\$ 80,279	\$ 84,427	\$ 88,575	\$ 92,724	\$ 96,872
<u>2010 SALARIES (Effective January 1, 2010)</u>							
Sergeant (2,080 Hours)	0.00%	\$ 76,130	\$ 80,279	\$ 84,427	\$ 88,575	\$ 92,724	\$ 96,872

**TOWNSHIP OF MOORESTOWN
SUPERIOR OFFICER SALARIES SCHEDULE (SOA)
For Years 2009 thru 2013**

SCHEDULE "A"

LIEUTENANT

CLASSIFICATION	INCREASE	STEP 1	STEP 2	STEP 3	STEP 4
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2009 SALARIES (Effective November 21, 2008)

Lieutenant	3.50%	\$ 98,545	\$ 103,558	\$ 108,086	\$ 113,587
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2010 SALARIES (Effective January 1, 2010)

Lieutenant	0.00%	\$ 98,545	\$ 103,558	\$ 108,086	\$ 113,587
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2010 SALARIES (Effective May 21, 2010 Convert to 2184 Hour Schedule)

Lieutenant	0.00%	\$ 103,472	\$ 108,736	\$ 113,490	\$ 119,266
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2011 SALARIES (Effective January 1, 2011)

Lieutenant	2.50%	\$ 106,059	\$ 111,454	\$ 116,327	\$ 122,248
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2012 SALARIES (Effective January 1, 2012)

Lieutenant	2.50%	\$ 108,710	\$ 114,240	\$ 119,235	\$ 125,304
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2013 SALARIES (Effective January 1, 2013)

Lieutenant	2.50%	\$ 111,428	\$ 117,096	\$ 122,216	\$ 128,437
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