

AGREEMENT

between

TOWNSHIP OF MOORESTOWN  
BURLINGTON COUNTY, NEW JERSEY

and

MOORESTOWN POLICE DISPATCHERS ASSOCIATION

January 1, 2008

-through-

December 31, 2012

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**PREAMBLE**

This agreement entered into this 23 day of February, 2009, 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 the MOORESTOWN POLICE DISPATCHERS ASSOCIATION, hereinafter called "MPDA" represents the complete and final understanding on all bargainable issues by and between and the Township and MPDA.

**ARTICLE I**  
**PURPOSE**

This agreement is entered into pursuant to the provisions of Chapter 123. Laws of 1974 of the State of New Jersey, to promote and ensure harmonious relations, cooperation and understanding between the Township and employees; to prescribe the rights and duties of the Township and employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interest of the people of the Township of Moorestown and its employees and the Township.

**ARTICLE II**  
**RECOGNITION**

- A. The Township recognizes the MPDA as the exclusive bargaining representative for all full time Public Safety Telecommunicators/Trainees”, “Public Safety Telecommunicators” and “Senior Public Safety Telecommunicators” employed by the Township of Moorestown, excluding all other employees, and all supervisors having the power to hire, discharge, discipline, evaluate employees, promote, or effectively recommend same and shall be the sole representative for representation in grievance processing. Also excluded from the bargaining unit are (i) per diem and (ii) temporary employees.
- B. The title “employee” shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males and females.
- C. Definition of Terms:  
Unless otherwise indicated to the contrary, the following terms when used herein shall be defined as follows:
1. Employees: refers to workers in a job title included in the bargaining unit as described in Article II Section A above.
  2. MPDA: refers to the Moorestown Police Dispatchers Association.
  3. Employer: refers to the Township of Moorestown, Burlington County, New Jersey.
  4. Management: refers to Township officials or employees with direct supervisory authority over bargaining unit members.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

- A. The Township of Moorestown 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 government and its property and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township in any and all matters not specifically addressed by this agreement.
  2. To make rules of procedure and conduct, to use improved methods and equipment, and be in sole charge of the quality and quantity of work required.
  3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the department after advance notice thereof to the employees; and to require compliance by the employee as recognized and in accordance with N.J.S.A. 34:5.3.
  4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote or transfer employees.
  5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
  6. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the department.

**ARTICLE III**  
**MANAGEMENT RIGHTS – (continued)**

- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adopting of policies, rules, regulations or practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.
  
- C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

**ARTICLE IV**  
**NON-DISCRIMINATION**

- A. The Township and the MPDA agree that there shall be no discrimination against any employee regardless of race, creed, color, religion, sex, national origin, ancestry, affectional or sexual orientation, age marital status, domestic partnership status, familial status, atypical heredity cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States of America, or disability except where a particular qualification is specifically permitted and is essential to successful job performance.
  
- B. The Township and the MPDA agree that all members covered under this agreement have the right without fear of penalty or reprisal to form, join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the MPDA against any member or non-member or activity or non-activity in the MPDA.

**ARTICLE V**  
**PRESERVATION OF WORK OPERATIONS**

- A. The MPDA hereby covenants and agrees that during the term of this agreement, neither the MPDA nor any person acting in its behalf will cause or authorize, nor will any of its members take part in any strike, work stoppage, slow-down, walk-out, or other illegal job action against the Township. The MPDA agrees that such action would constitute a material breach of this agreement.
  
- B. The MPDA agrees that it will make a reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township, and that the MPDA will publicly disavow such action and order all such members to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the MPDA order.
  
- C. Nothing contained in this agreement shall be construed as 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 of the MPDA or its members.
  
- D. The Township agrees that it will not engage in the lock-out of any of its employees.



ARTICLE VI  
GRIEVANCE PROCEDURES

A. PURPOSE

1. The purpose of this Article is to set forth a grievance procedure by means of which employees governed by this Agreement, or the MPDA 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 MPDA.

B. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method for resolving employee grievances and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

The aggrieved, through the MPDA 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 the 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 of Police, if the MPDA 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

**ARTICLE VI**  
**GRIEVANCE PROCEDURES – (continued)**

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 a MPDA representative, if requested by the grievant. The Director's answer shall be delivered to the grievant with a copy to the MPDA 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 MPDA, 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 MPDA within ten (10) working days after the 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 proceeds 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 Commission and the MPDA shall pay whatever costs, if any, and that may have been incurred in processing the case to the Public Employment Relations Commission.

**ARTICLE VI**  
**GRIEVANCE PROCEDURES – (continued)**

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 decisions, 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 MPDA. 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 MPDA 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 MPDA 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 VII**  
**MPDA RIGHTS**

- A. A duly authorized member of the MPDA shall be permitted a reasonable amount of time to transact, on the premises, with management, joint MPDA and Management business, as long as it does not interfere with the assigned duties: however, this shall not be construed to mean that any employee will be compensated for time devoted to negotiating the terms of this or any other agreement.
  
- B. An authorized representative of the MPDA shall have access to non-confidential, non-privileged Township documents relevant to grievance processing.
  
- C. Upon execution of this Agreement and from time to time as individuals change, the MPDA shall furnish the name(s) of all such designated representatives to the Township. Designated representatives shall be the President, Vice-President and a Staff Representative to be named as needed.
  
- D. MPDA may have use of a meeting space as designated on a per meeting basis for up to two meetings per year in Town Hall, when appropriately scheduled through the proper Township authority. No employee shall be compensated for time spent at a meeting of the MPDA.
  
- E. MPDA shall install and maintain a bulletin board at the Police Department for posting of appropriate notices and/or communications. The MPDA and the Police Director shall agree on a suitable location for the bulletin board.

**ARTICLE VIII**  
**PERSONNEL FILES**

- A. The Township agrees to permit employees covered by this Agreement to periodically inspect their personnel file maintained in the Office of the Director of Police. Said inspection shall be at a time convenient to the Director, after notice by the employee. The Township agrees to comply with the New Jersey Department of Personnel requirements for the maintenance of employee's personnel files.
  
- B. The Township shall not insert any written discipline into any file of the employee, unless the employee has had an opportunity to review, sign and receive a copy of and comment in writing upon the adverse material, unless the employee waives these rights. The employee shall have three (3) days to respond if he or she chooses to do so.
  
- C. The employee shall have the right to respond in writing to any complaint, negative report, or disciplinary warning entered into his individual personnel file, and said response shall also be placed in the employee's individual personnel file. The employee shall have three (3) days to respond if he or she chooses to do so.

**ARTICLE IX**  
**DISCIPLINE, SUSPENSION AND DISCHARGE**

All Disciplinary action shall be conducted pursuant to the to the New Jersey Department of Personnel / Civil Service guidelines.

**ARTICLE X**

**PAY PERIOD AND WORK SCHEDULE**

- A. The pay period shall be deemed to be the week beginning Friday and ending Thursday at the end of the week preceding the payday for the biweekly period.
  
- B. All members of the MPDA 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, the extra 4 hours worked in a normal pay cycle (84 versus 80) shall be compensated at overtime rate. In the event a dispatcher 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.
  
- C. The MPDA and the Township agree that during the term of this agreement, prior to modifying Sections B as set forth above, the Township shall negotiate any proposed changes with the MPDA.
  
- D. Due to the nature of police business, it is recognized that not all breaks can be granted at the same time everyday. It will be at the discretion of the shift supervisor as to when breaks will be granted.

**ARTICLE XI**  
**WAGES AND COMPENSATION**

**COMPENSATION:**

The employees within the Police Department occupying the positions set forth in each schedule annexed hereto, shall be compensated at the respective annual rate for 2008 as set forth in Schedule A annexed hereto, for 2009 as set forth in Schedule B annexed hereto, for 2010 as set forth in Schedule C annexed hereto, for 2011 as set forth in Schedule D annexed hereto, and for 2012 as set forth in Schedule E. The negotiated wage increase for 2008 shall be 3.5%, for 2009 the wage increase shall be 3.5%, for 2010 shall be 3.75%, for 2011 shall be 4.0%, and for 2012 shall be 4.0%. Employees within the Police Department covered under this agreement will receive a retroactive payment, less appropriate deductions, for services rendered from December 21, 2007 to the first pay period reflecting the new salary.

The annual salaries or compensation payable in accordance with Schedules A, B, C, D, and E of this Agreement, shall be paid in equal biweekly installments. Such biweekly installments or rates shall be determined by dividing the respective annual salary or compensation by the number of paydays in the year (26).

The appropriate rate of compensation shall be determined by dividing the aforesaid annual salary by 26 to obtain the biweekly rate.

**ARTICLE XII**  
**UNIFORMS**

- A. Uniforms - Uniforms to be worn by the employees covered under this Agreement shall be provided by the Director of Police in an initial issuance, and replacements and/or additional pieces as determined necessary by the Director of Police.
  
- B. Shoes – Upon initial issuance or replacement as determined by the Director of Police, the Township shall provide reimbursement towards the purchase of shoes with the cost to the Township not exceeding twenty-five dollars (\$25) per employee per year.

**ARTICLE XIII**  
**OVERTIME**

- A. All members of the MPDA are required to work an average forty (40) hours per week on a schedule approved by the Police Director or his designee. Under the Township's current 12 hour work schedule, the extra 4 hours worked in a normal pay cycle (84 versus 80) shall be compensated at overtime rate. In the event that a dispatcher 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.
  
- B. MPDA members who work overtime that is approved in advance by the Police Director, or his designee, will be compensated for such overtime work at the overtime rate for each overtime hour worked.
  
- C. Overtime work shall be allocated on a rotating basis, in six (6) hour increments, with members being granted the opportunity to volunteer according to an Overtime List, which shall be list members according to seniority volunteer for overtime. If the top employee accepts, this employee shall work the overtime and be moved to the bottom of the list. If the top employee cannot be reached in a reasonable amount of time or declines, the subject will be marked as "refused" and this employee is placed at the bottom of the list and the next employee on the list moves into the top position and the process is repeated. If no employee on the list can be reached or no employee accepts the opportunity, the overtime shall be offered according to the Patrol Overtime List. If no volunteer can be found to cover the overtime, an "Order in List" will be utilized.

The Order in List will be in reverse order of seniority and will reset with each calendar year. An employee subject to being "Ordered" in shall not affect their position on the Overtime List. The order of the overtime list be retained with each successive opportunity and does not simply begin with the most senior employee with each overtime opportunity.



**ARTICLE XIII**  
**OVERTIME – (continued)**

- D. MPDA members are eligible for Emergency overtime. Emergency overtime as defined and authorized by the Director, or his designee, is as follows:

**Short Shift:** MPDA member is call in or called upon to work a second tour of duty when shift is below minimum established level.

ARTICLE XIV  
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 on 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:

For all employees hired prior to January 1, 2009, longevity shall be paid as follows:

<u>YEARS OF SERVICE</u>	<u>LONGEVITY PAY</u>
7 <sup>th</sup> year through 10 <sup>th</sup> year of service	\$1,625
11 <sup>th</sup> year through 15 <sup>th</sup> year of service	\$2,025
16 <sup>th</sup> year through 20 <sup>th</sup> year of service	\$2,425
21 <sup>st</sup> year through 24 <sup>th</sup> year of service	\$2,825
25 <sup>th</sup> year and thereafter	\$3,225

- B. Longevity shall be computed from the employee's date of hire.
- C. Employees hired after January 1, 2009 are not eligible for longevity.

ARTICLE XV  
HOLIDAYS

- A. Employees covered by this agreement shall receive the following Township recognized holidays, and be paid in their normal bi-weekly pay which the holiday occurs an amount equal to twelve (12) hours pay at their normal hourly rate.

New Year's Day

Martin Luther King's Birthday (Date of National Holiday)

Washington's Birthday (3<sup>rd</sup> Monday in February)

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

- B. Independence Day – When Independence Day falls on a Tuesday, the preceding Monday will also be a holiday. When Independence Day falls on a Thursday, the following Friday will also be a holiday.
- C. Christmas – When Christmas falls on a Tuesday; the preceding Monday will also be a holiday. When Christmas falls on a Wednesday, Thursday, Friday, or Saturday, the preceding day will be one-half (1/2) day holiday.
- D. Holidays which fall on Sunday will be celebrated on the following Monday. However, for MPDA personnel, the provisions of Section F of this Article concerning call 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 a Sunday, employees not scheduled to work but called in on Sunday would receive two (2) times

**ARTICLE XV**  
**HOLIDAYS - (continued)**

base rate for hours worked. If the call in occurs on Monday, the employee would receive only time and one half base rate for the hours worked.

- E. Holidays which fall on a Saturday will be taken as a compensatory day, subject to the approval of the Director, in the remainder of the same year with the exception of Christmas, which may be taken at anytime prior to December 31<sup>st</sup> of the following year.
  
- F. A Police Dispatcher scheduled to work on a holiday, shall receive one (1) days pay for the holiday, in addition to one (1) days pay for the day actually worked. A Police Dispatcher, 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 rate for the time actually worked. For Police Dispatchers working overtime, holiday pay shall be paid for the twenty four (24) hours of the holiday beginning at 0100 hrs (1 AM) the morning of the holiday to 0100 hrs (1 AM) the following day.

ARTICLE XVI  
VACATION

- A. Each provisional, probationary and permanent full-time employee of the municipality shall be entitled to earn and accrue vacation, with pay, in accordance with the following schedule:

<u>Years of Service</u>	<u>Earned at the Rate of:</u>
In the first calendar year	1 day per month
From the beginning of 2 <sup>nd</sup> year to end of 6 <sup>th</sup> year	12 days per year
From the beginning of 7 <sup>th</sup> year to end of 11 <sup>th</sup> year	15 days per year
From the beginning of 12 <sup>th</sup> year to end of 17 <sup>th</sup> year	18 days per year
From the beginning of 18 <sup>th</sup> year and thereafter	22 days per year

- B. Accrual of Vacation Leave - Vacation leave shall be earned and accrued from the commencement of employment, including temporary employment, but may not be used until a permanent employee shall have completed his probationary period, or a provisional employee has satisfactorily completed three (3) months of service. A provisional employee, who has completed three (3) months of service, and subsequently without a break in service, is appointed on a permanent probationary basis, may use vacation during his probationary period.

Each permanent, probationary and provisional full-time employee earns vacation 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. When, by reason of new appointment, a termination or a leave without pay, an employee serves for only part of a month; his accrual of vacation shall be pro-rated on the number of days he was in pay status.

- C. 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. The Department Director may grant payment of wages in lieu of vacation leave when vacation leave could not be granted due to work load scheduling.

**ARTICLE XVI**  
**VACATION – (continued)**

- D. Vacation Authorization - The Department Director shall determine the vacation schedule and departmental policies necessary to maintain departmental operations. Conflicts brought about by operational needs of a department shall be resolved on a seniority basis.
- E. Vacation must be requested in advance, except by mutual agreement of the employees and the Department Director.

**ARTICLE XVII**  
**PERSONAL DAYS**

- A. Each full-time permanent or provisional employee having served at least six (6) months full-time service with the Township shall be allowed four (4) personal days for personal provided notice is made prior to the start of the shift to the Police Director or his designee. Such leave shall be granted subject to the manpower needs of the department and will not be granted contiguous to sick, absence without permission, or disciplinary leave days.

Effective January 1, 2008, the Township will allow employees to convert one (1) accumulated and unused sick day to a personal day, thereby allowing a total of five (5) personal days on an annual basis.

A personal leave day shall not carry over into the following calendar year.

The Township will not unreasonably deny an employee's request for use of personal leave time.

- B. For the purposes of payment for unused personal days upon retirement, employees shall accrue personal days at the rate of one (1) day for every three (3) months during the calendar year. Payment shall be received for unused, earned personal days as of the date of retirement.

ARTICLE XVIII  
SICK LEAVE

A. AUTHORIZATION:

Each provisional, probationary and permanent, full-time employee may be granted sick leave with pay when ill or injured as a result of a non-service connected accident, subject to the approval of the Police Director or his designee and the conditions that follow.

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:

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. IMMEDIATE FAMILY:

The term "immediate family" is hereby defined to include the following: mother, father, husband, wife, sister, brother, child, mother-in-law, father-in-law, grandparent, or grandparent-in-law.

D. 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 ¼) 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 XVIII**  
**SICK LEAVE – (continued)**

E. 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 the Police Director or his designee of his illness one (1) hour prior to the beginning of his shift and thereafter, daily. Daily notice may be waived by the Police 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 Police 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 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, for further periods of illness, subject to approval by the Police 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 Police Director.

- F. Sick leave days may be used in one-half (1/2) or full day increments.



**ARTICLE XIX**  
**CREDIT FOR UNUSED SICK DAYS AND SICK LEAVE SELL-BACK**

A. **CREDIT FOR UNUSED SICK DAYS**

An employee leaving the Township in good standing by death, the completion of ten (10) years of service or after age 55, shall be compensated for unused accumulated sick leave in a lump sum payment at the base rate of pay in accordance with the following formula:

1. If the employee has 149 days or less he or his estate shall be compensated the rate of \$20 per day.
2. If the employee has 150 – 174 days remaining he or his estate shall be compensated for 10 % of them at the base rate of pay and 90% at the rate of \$20 per day.
3. If the employee has 175 – 199 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 per day.
4. If the employee has 200 – 224 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 per day.
5. If the employee has 225 or more days remaining then he or his estate shall be compensated for 25% of them at the base rate of pay and 75% at the rate of \$20 per day.

The maximum benefit payable under this provision shall be ten thousand dollars (\$10,000).

**ARTICLE XIX**

**CREDIT FOR UNUSED SICK DAYS AND SICK LEAVE SELL-BACK – (continued)**

B. **SICK LEAVE SELL-BACK**

MPDA employees using three (3) sick days or less in a particular year may apply to sell back to the Township up to five (5) days of that year's sick leave allocation at base pay. To receive approval, a MPDA employee must have a minimum accumulation of thirty (30) days sick leave to his credit, at all times before and after the sellback, and utilize not more than three (3) sick days through December 31<sup>st</sup> of the year in which he applies. It is the employee's responsibility to complete the appropriate application form between November 1<sup>st</sup> and December 1<sup>st</sup> and his or her decision shall be final.

**ARTICLE XX**

**FAMILY LEAVE**

The Township will grant the employees a leave of absence in accordance with the Federal Family and Medical Leave Act of 1993 and the New Jersey Family Leave Act.

**ARTICLE XXI**

**BEREAVEMENT LEAVE**

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, not to exceed three (3) working days.
- B. The term "immediate family" shall include spouse, spouse equivalent, child (natural/step/adopted), grandparent, grand parent in-law, grandchild, parent, brother, sister, spouse's parent, or any other relative living in the employee's household.
- C. An additional day shall be granted, with pay, in the event the attendance at the funeral requires travel in excess of one hundred eighty (180) miles in one direction.

**ARTICLE XXII**  
**MILITARY LEAVE**

Military leave will be granted in accordance with applicable state and federal statutes.

**ARTICLE XXIII**  
**JURY DUTY**

- A. Each full-time, provisional, probationary and permanent employee shall receive his normal base pay for work days spent on duly authorized Jury Duty. To receive such payment, the employee must turn over to the Township his Jury Duty pay, but not the mileage payment he receives.
  
- B. Employees released from jury duty will return to duty for the remainder of their assigned work shift for that day.

**ARTICLE XXIV**  
**HEALTH BENEFITS**

A. **EMPLOYEE HEALTH BENEFITS PROGRAM**

The Township shall contribute, on behalf of each eligible, full-time, permanent or provisional employee, 100% of the premiums for a Health Insurance Program maintained by the Township for providing coverage for each said employee desiring coverage.

The Township shall also contribute a monthly amount equal to 100% of the monthly premiums to the Township of Moorestown Employee Health Benefits Program, for the coverage of dependents of all permanent and provisional full-time employees covered by this agreement.

Employees hired after January 1, 2009 will have a choice between two plans, an HMO and a PPO. The lesser premium plan will be provided by the Township for the employee and employees electing parent-child, husband-wife or family coverage. The higher premium plan will be provided to the employee only. The employee, at his or her option, may choose dependent coverage, but must contribute 100% of the difference in cost between the lowest premium plan and the more expensive premium plan for employees electing parent-child, husband-wife or family coverage.

All health benefits coverage for full-time active employees (i.e. medical, dental, prescription, eye care, etc.) will begin after the 90<sup>th</sup> day of eligible employment. This will include dependent coverage. This provision will take effect for current eligible employees, who have been employed more than 90 days, who are currently not receiving benefits immediately upon execution of this agreement.

Employees covered under the Traditional indemnity plan shall have their individual deductible limit established at \$300 per year, and their family deductible limit established at \$600 per year. Employees hired after January 1, 2004 are not eligible for the Traditional Plan.

Employees covered by an HMO Plan shall pay \$15 per visit co-pay, except for emergency room visits which shall be \$50 per visit co-pay.

Employees covered by PPO Plans shall pay a \$15 per visit co-pay.

**ARTICLE XXIV**  
**HEALTH BENEFITS – (continued)**

Coverage After Retirement – For employees hired prior to January 1, 2009, the Township will pay 90% of the cost of health insurance premiums to an eligible retiring employee and his/her family, provided that the employee is at least 55 years of age and has worked for the Township at least twenty-five (25) years and contributes 10% of the premium charged. 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.

For employees hired after January 1, 2009, the Township will pay 50% of the cost of health insurance premiums to an eligible retiring employee and his/her family, provided that the employee is at least 55 years of age and has worked for the Township at least thirty (30) years and contributes 50% of the premium charged.

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

**B. DENTAL BENEFITS**

The Township shall provide a dental insurance plan for employees and their eligible family members. The Township reserves the right to select the specified plan and will attempt to provide the best plan available. The plan limit per individual covered will be \$2,000 per year.

**C. PRESCRIPTION BENEFITS**

The Township will provide a prescription drug program for employees and their eligible family members. The plan shall require a \$15 co-payment for brand name prescriptions and an \$8 co-payment for generic prescriptions. The plan shall have standard exclusions, including oral contraceptive drugs.

**ARTICLE XXIV**  
**HEALTH BENEFITS – (continued)**

D. **EYE CARE**

Employees with two (2) years of employment service with the Township shall be eligible for reimbursement of eye care expenses including examinations, prescription glasses or contact lens, up to a maximum of \$250 annually. An employee's spouse and child(ren) shall be eligible for coverage within the annual maximum benefit. The Township Manager may promulgate a form and such rules as may be necessary to administer this program. Any unused benefit shall not accrue form year to year.

E. **TEMPORARY DISABILITY**

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

E. **TOWNSHIP OPTION**

The Township may, at its option, change any of the foregoing plans or carriers, so long as substantially the same benefits are provided. The Township, whenever practical, will provide the MPDA with sixty (60) days notice of their intent to change any of the foregoing plans or carriers. The Township will provide the employee's with thirty (30) days prior notice of the change to any of the foregoing plans or carriers.

ARTICLE XXV  
SENIORITY

- A. Seniority is defined as length of continuous service with the Township from the date of hire, or rehire following a break in continuous service.
- B. All employees shall serve an initial probationary period. During this period, employees will accrue benefits such as vacation leave, sick leave and personal days, but shall not be entitled to take said time off until the end of the probationary period, or any other time period enumerated in this Agreement.
- C. Seniority shall determine the selection of vacation requests submitted prior to April 1, and on a first come first served basis thereafter, subject however, to the need of the Township to properly staff the Dispatch desk.
- D. If a reduction in force is necessary, employees shall be laid off by reverse order of seniority and in accordance with the regulations of the New Jersey Department of Personnel (Title 4A).
- E. Recall of laid off employees shall be by seniority and in accordance with the regulations of the New Jersey Department of Personnel (Title 4A). Seniority shall not accumulate during layoffs.
- F. A break in seniority shall occur during any period that the employee is not in pay status the employ of the Township.

**ARTICLE XXVI**  
**SEPARABILITY AND SAVINGS**

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause, or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions or the remainder of any clause, sentence or paragraph in which offending language may appear.

**ARTICLE XXVII**  
**FULL BARGAINED AGREEMENT**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing only, executed by both parties.



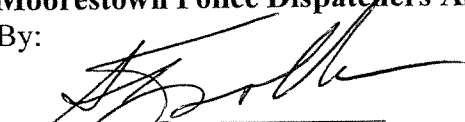
**ARTICLE XXVIII**  
**TERM AND RENEWAL**

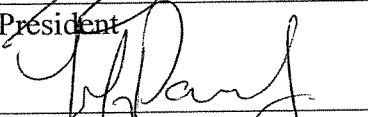
This Agreement shall be in full force and effect as of and retroactive to 21 December 2007, and shall remain in effect to and including 31 December 2012, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty (150) days nor no later than one hundred twenty (120) days prior to the expiration of this Agreement of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Moorestown, New Jersey, as of this 23 day of February, 2009.

**Moorestown Police Dispatchers Association**

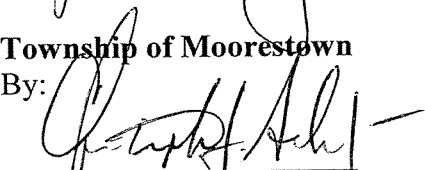
By:

  
\_\_\_\_\_  
President

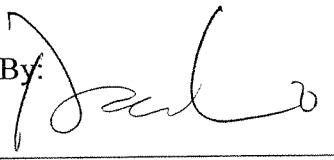
  
\_\_\_\_\_  
Vice-President

**Township of Moorestown**

By:

  
\_\_\_\_\_  
Township Manager

By:

  
\_\_\_\_\_  
Mayor

Witnessed By:

  
\_\_\_\_\_  
Township Clerk