

A G R E E M E N T

TOWNSHIP OF EVESHAM

AND

EVESHAM TOWNSHIP FOP 143A

REPRESENTING



**EVESHAM TOWNSHIP POLICE DEPARTMENT
LIEUTENANTS AND SERGEANTS**

DATED: 22 Sep 04

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PREAMBLE

THIS AGREEMENT, entered into this _____ day of _____, 200 , by and between the Township of Evesham, in the County of Burlington, State of New Jersey, a body corporate and politic of the State of New Jersey (hereinafter called the “Township”), and the Evesham Township Fraternal Order of Police 143A (hereinafter called the “FOP 143A”), represents the complete and final understanding on all issues between the Township and the FOP 143A that are subject to such negotiations and agreements permitted by the laws of the State of New Jersey.

ARTICLE I **RECOGNITION**

- A. The Township hereby recognizes the FOP 143A as the exclusive collective bargaining agent for all sworn police personnel at the rank of sergeant and lieutenant, who are full-time, paid employees within the Police Department.
- B. Full-time, paid employees within the Police Department includes all sworn police personnel at the rank of sergeant and lieutenant performing police work during a normal working week as that term is defined in Article IV of this contract.
- C. This contract shall not cover persons who, by reason of their duties, are excluded by law from public employee collective bargaining.

ARTICLE II **MAINTENANCE OF OPERATIONS**

It shall be the mutual objective of the FOP 143A and the Township to provide for the uninterrupted public safety protection of the general public. The FOP 143A agrees that, during the term of this Agreement, neither the FOP 143A, nor anyone acting on its behalf will cause, authorize, support or take part in any strike, work stoppage, slowdown, walkout or other job action against the Township. The FOP 143A agrees that such action would constitute a material breach of this Agreement. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The FOP 143A will actively discourage any strike, work stoppage, slowdown, walkout or other job action against the Township by employees covered by this Agreement.

ARTICLE III **MANAGEMENT RIGHTS**

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and constitution of the State of New Jersey and of the United States, including but not limited the generality of the foregoing, the following rights:
 - 1. To manage and control administratively the Township government and its properties and facilities and the activities of its employees; and

2. To hire all employees and, subject to the provision of the Law, to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees; and
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE IV
HOURS, OVERTIME AND PER DIEM

- A. The normal working week shall consist of an average of forty (40) hours per week.
- B. An employee who is required to work longer than his scheduled tour or forty (40) hours per week shall be paid for overtime at the rate of time and one half (1 ½) pay, unless the employee is so scheduled as to provide for an average of forty (40) hours per week. Overtime is to be assigned by the Chief of Police or, in his place, the senior staff officer in charge.

ARTICLE V
COURT PAY

- A. SUPERIOR COURT – If an employee is required as a result of his or her duties to appear in any Court other than during regularly scheduled duty hours, he shall be compensated at the rate of 1 ½ times normal rate of base pay for the time actually spent in Court or a minimum of three hours overtime (whichever is greater). This does not apply to members who are in court as a result of litigation they initiated against the township.

ARTICLE VI
REIMBURSEMENT FOR EXPENSES

- A. Based upon presentation of appropriate vouchers and receipts, Township agrees to pay the following for authorized schools, conferences or seminars for which facilities are not provided.
 1. The Township will pay the actual cost expended for meals to a maximum per diem rate as follows:

Breakfast	\$5.00
Lunch	\$10.00 per day
Dinner	\$15.00 per day
 2. The Township will also provide any necessary lodging required if facilities are not otherwise provided without cost to the employee.

- B. In the event any member of the FOP 143A is authorized to use his personal automobile for Township or Police business, he shall be reimbursed at the IRS mileage reimbursement rate, upon submitted vouchers and other appropriate records to the Chief of Police.

ARTICLE VII
VACATIONS

- A. Annual vacation leave with pay shall be earned at the rate as follows:

Step 1 – during the first sixty (60) months next following the date of hire, fifteen (15) scheduled working days per year.

Step 2 – from the beginning of the sixth (6th) year through the tenth (10th) year of service, eighteen (18) scheduled working days per year.

Step 3 – from the beginning of the eleventh (11th) year through the nineteenth (19th) year of service, twenty (20) scheduled working days per year.

Step 4 – from the beginning of the twentieth (20th) year and every year thereafter, twenty five (25) scheduled working days per year.

- B. A member can utilize vacation time as of the first of each year but shall reimburse or otherwise make whole the Township for vacation time taken but not yet accrued if the member retires, resigns or is separated from service.
- C. Upon retirement or termination other than for disciplinary reasons, accrued and unused vacation leave can be returned for payment at the employee's current pay rate with a maximum of thirty (30) days, consistent with state statutes and township ordinances. Vacation is accrued on a current basis and is therefore prorated when the member leaves the employment of the Township. Members terminating employment, as a result of disciplinary action shall not be entitled to compensation associated with accrued unused vacation leave.
- D. Only one year's worth of annual vacation leave maybe carried into the succeeding year.
- E. The Township may, with the officer's consent, agree in writing to "buy-back" or purchase accrued vacation leave which shall relieve the officer of his right to exercise such leave in consideration of the payment.
- F. Vacation leave shall be granted based upon a predetermined number of "scheduled working days". For the purposes of this agreement, a scheduled working day shall be on scheduled work shift for the member requesting such leave.
- G. Effective with the signing of this agreement, any FOP member who is promoted and therefore covered by the terms of this contract shall retain their existing leave time schedule, which was in effect at the time of their promotion.

ARTICLE VIII
HOLIDAYS

- A. Members who work regular business hours and are not assigned to patrol duties will be off on township holidays, subject to normal recall requirements and procedures.

ARTICLE IX
LEAVE OF ABSENCE

- A. **LEAVE OF ABSENCE WITHOUT PAY.** The Township Manager may grant a request for leave of absence without pay for periods not to exceed one (1) year, when such leave is for a reasonable purpose; however, no seniority or benefits of any nature whatsoever shall accrue, or be available, during said leave. Upon termination of leave of absence, the Township will reinstate the employee in the capacity in which he left at a rate of pay at which he left. During that period of absence, the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in termination of employment and forfeiture of all benefits. (Forfeiture of benefits by such employment shall not apply to an employee desiring to attend school on a full-time basis).
- B. **INJURY IN THE LINE OF DUTY – PURPOSE:** The parties desires to provide some measure of security for police officers injured in the line of duty while foreclosing unlimited liability on the part of the municipality to pay salary benefits. In line with this objective, the parties have negotiated this clause, which fairly balances both concerns.
- C. **INJURY IN THE LINE OF DUTY – DEFINED:** The parties agree to be conclusively bound by the determination of the Township workers compensation insurance carrier or the Worker’s Compensation Court (in a contested matter) with respect to whether an injury occurred while “in the course of employment” pursuant to N.J.S. 34:15-1 et seq. or “in the line of duty”; and for the purposes of this section, those terms shall be identical.
- a. Township’s Duty to Supplement Pay – While any police officer is prevented from performing the duties of his work by reason of an injury in the line of duty and is receiving temporary workers compensation benefits, such officer shall also receive supplemental payments by the Township of Evesham equal to the difference between such benefits and the officer’s regular rate of pay. Once begun, the Township’s duty to sustain an officer at this regular pay shall continue until terminated as hereinafter set forth.
- b. Termination of Township’s Duty to Supplement Pay – The Township’s duty to supplement an officer’s workers compensation benefits or sustain an officer at regular pay shall terminate as a result of any of the following events:
1. Upon the officer’s return to work.
 2. If an officer’s temporary workers compensation benefits are terminated and the officer refuses or maintains he is unable to return tow work, the Township’s duty to supplement pay may e terminated only after the Township physician or his designate (who shall also be a licensed physician) conducts a hearing to determine the officer’s fitness to return to work at which time the hearer shall give great weight to medical

evidence presented. If the hearer determines the officer fit to return to work, the Township's duty to supplement pay as aforesaid shall terminate. If the hearer determines that the officer is not fit to return to active police work, notice of such determination shall be formally served by mail upon the officer (and if represented, his attorney) whereupon the Township's duty to supplement pay shall terminate within five (5) days except as prohibited in the following paragraph.

3. The determination of the hearer shall be conclusive and both parties agree that no right of appeal shall exist from such determination.
4. If the officer or the municipality files an application for disability pension by reason of the officer's inability to return to action police duty, the municipality shall continue to supplement pay or sustain an officer at his regular pay until such application is determined or four (4) months following such application, whichever event first occurs.

D. PERSONAL LEAVE –

The Township will provide three (3) Personal Days for the purpose of conducting personal business. Personal leave days shall not be cumulative and the Township will not make any payment for personal leave days not utilized for any reason. Employee shall give reasonable notice prior to using personal leave. A member can utilize personal leave as of the first of each year but shall reimburse or otherwise make whole the Township for personal time taken but not yet accrued if the member retires, resigns or is separated from employment.

E. BEREAVEMENT LEAVE

A regular full-time employee may be excused from work with pay because of a death in his/her immediate family as defined below:

1. Six consecutive days, one of which shall be the day of the funeral, for death of spouse, children, stepchildren, parents, legally adopted children, brother and, sister. If additional bereavement time is desired by the member for any relative listed above, the township will allow the member to utilize any accrued time for this purpose so long as it is contiguous to the bereavement leave.
2. Three consecutive days, one of which shall be the day of the funeral, for grandparents, grandchildren (or step-grandchildren), mother-in-law, father-in-law, brother-in-law and sister-in-law and Aunt or Uncle.

ARTICLE X
HEALTH AND WELFARE

A. MEDICAL AND DENTAL INSURANCE –

During the term of this contract, the Township shall continue to provide health insurance benefits, prescription plan, dental plan and disability income protection benefits to covered employees at the level of the Aetna Patriot V (or equivalent). The Township will provide

health insurance in accordance with above for Aetna Patriot V (or equivalent) for all employees and their legal dependents. Effective January 1, 2006 if an employee wishes to have Patriot X (or equivalent) the employee can do so but shall be responsible for paying the difference necessary to upgrade from Patriot V to Patriot X via payroll deduction. The Township reserves the right to change the insurance carriers as long as equal or better benefits are provided. Employees who volunteer to participate in the Township's "Opt-Out" program will receive 50 percent of the total savings to the Township of the cost to ensure that employee and their eligible dependents at the Patriot V level.

Upon retirement, members who are not eligible for participation in the Health Benefits After Retirement Program, may, at his own expense, continue participation in the medical insurance program at the prevailing group rates, provided that the member makes timely premium payments to the Township

- B. PRESCRIPTION DRUG INSURANCE – Effective 1/1/2005, the co-pay shall be \$5.00 per prescription for generic drugs, \$10.00 per prescription for brand name drugs.
- C. VISION PLAN: The Township shall provide a Vision Plan, which shall cover the employee and dependents (spouse and children under the age of nineteen (19) years old). For each member and qualified dependent up to one-hundred (\$100.00) dollars every twenty-four (24) months refundable upon presentation of receipts for eye glasses.
- D. INSURANCE:
 - 1. The Township will continue to provide the present life insurance policy, which provides for group term life insurance for fifty thousand dollars (\$50,000).
 - 2. The Township will pay any reasonable funeral bill up to a maximum of five thousand (\$5,000) dollars upon presentation of receipts for actual expenditure for any member who shall die while on official duty. Said provision to be effective immediately.
 - 3. This payment shall be in addition to the statutory funeral expenses provided by workers compensation.
 - 4. The Township shall pay attorneys fees to a licensed attorney selected by the spouse or administrator or executor of an officer's estate to a maximum amount of \$250 for legal services and counseling regarding available insurance and benefits in any case in which a police officer dies in the line of duty.
- E. The Township will indemnify and save harmless the members of the FOP 143A from civil liability for false arrest.
- F. Any member who is charged with the commission of any crime arising from the lawful execution of his/her said duties shall be entitled to full legal representation as outlined below. The Township will pay a reasonable amount for the services of legal counsel upon the completion of such services provided that selected counsel submits an itemized statement to Council reflecting fees and costs prior to rendering such services and that the Township provides express authorization for the services.

The Township shall not reimburse legal fees for any member who is found guilty of an indictable offense.

- G. The Township shall exhibit any and all such policies of insurance to the members of the FOP 143A., or their representatives, when and if requested.

ARTICLE XI
CLOTHING ALLOWANCE

- A. **CLOTHING ALLOWANCE** – The Township shall pay to each non-uniformed member the sum of \$650 at the first pay in April for the purpose of deferring the cost of work clothing. For the purpose of this section “non-uniformed personnel” is defined as those police personnel assigned to the Investigative Bureau. Personnel assigned to the Investigative Bureau after January 1st of any year shall receive a clothing allowance pro rated.
- B. The Township will provide an annual clothing maintenance allowance to all members according to the following chart. Clothing maintenance shall be paid in July or upon budget adoption (if adoption occurs after July).

2005 = \$800
 2006 = \$850
 2007 = \$900
 2008 = \$950
 2009 = \$1,000

- C. **CANINE STIPEND** Officers assigned to canine duty shall receive the following stipend which compensates them for all hours worked in association with care and feeding of the canine. Officers who do not work a full year will receive a prorated amount.

2004 = \$3,117
 2005 = \$3,239
 2006 = \$3,365
 2007 = \$3,496
 2008 = \$3,632
 2009 = \$3,774

ARTICLE XII
SALARIES

- A. Members shall receive annual base salary in accordance with the following salary scale:

	2005	2006	2007	2008	2009
	Annual	Annual	Annual	Annual	Annual
<u>Title</u>	<u>Base Salary</u>				
	3.95%	3.95%	3.95%	3.95%	3.95%
Sgt.	\$ 90,059	\$ 93,616	\$ 97,314	\$ 101,158	\$ 105,154
Lt.	\$ 96,545	\$ 100,358	\$ 104,322	\$ 108,443	\$ 112,726

- B. **SHIFT DIFFERENTIAL:**
 1. Fixed Shift

Shift differential will only be paid to members assigned to the patrol bureau at the following rates: six percent (6%) for the evening shift. Eight percent (8%) for the overnight shift.

2. Shift Differential shall be paid in the paycheck nearest December 1st of each year.

- C. PAY PERIOD: The Township reserves the right to transition the unit to bi-weekly payroll as long as the rest of the Township employees are also transitioned to bi-weekly payroll. If the Township transitions to bi-weekly pay, payday shall remain Friday but shall occur every other Friday resulting in 26 pay periods per year.

Shift differential will be paid in the paycheck nearest December first (1st).

ARTICLE XIII **SICK LEAVE BENEFITS**

- A. Members of the FOP 143A shall be entitled to sick leave totaling fifteen (15) days per year which shall begin accruing on January first (1st) of each year at a rate of one and one-quarter (1 ¼) days per month. For purposes of this Section, a sick day shall be defined as eight (8) hours.
- B. Sick leave will be cumulative from year to year without limit consistent with Township Ordinances and State Statutes.
- C. The Chief of Police shall have the right to require such verification as he deems appropriate to verify sick leave including, but not limited to, a medical examination, proof of sickness from a medical doctor, and home visits.
- D. Fraudulent use of sick leave or workers compensation time off shall be cause of disciplinary action and/or dismissal.
- E. Members who retire shall receive the following retirement benefit:

1 hour through 1550 hours to be paid at 55%

All unused sick leave in excess of 1550 hours to be paid at 70%.

Only members terminating employment as a result of PFRS retirement shall be entitled to compensation associated with the above chart.

- F. For budget purposes, members planning to retire must notify the Township, in writing, of their intention to retire. Said notices must be received by the Township no later than December 31st in the year preceding the member's retirement date. Failure to comply with this notice requirement may result in as much as a one-year delay of payment for unused sick leave.
- G. Members terminating employment as a result of disciplinary action shall not be entitled to compensation for unused sick leave accumulated from one year prior to the date of the event-giving rise to the disciplinary action through the actual date of termination. However, said

member shall be entitled to compensation for unused sick leave accumulated prior to the above-described excluded period of accrual.

- H. In the event that any member shall die while employed by the Township, the member's estate shall be entitled to compensation for his/her accumulated sick leave at the time of his/her death based upon the above compensation schedule.
- I. A member's FMLA time will not start until his sick time has been exhausted

J. MATERNITY LEAVE

- a. Once a physician issues a note to a member stating that a member is no longer qualified for full duty as a police officer, a copy of that note must immediately be given to the Chief of Police.
- b. Attempts will be made to place members in a modified duty role in accordance with the Light Duty Policy. If no modified duty is available such member will immediately be placed on maternity leave until a physician's note is produced clearing the member to return to full duty.
- c. During such maternity leave member may use vacation, sick, personal or comp. time without penalty.
- d. Once the member's accrued time has been exhausted, the member will be placed on unpaid maternity leave until a physician's note is produced clearing the member to return to full duty. During this unpaid maternity leave the township will agree to pay up to six (6) months of health insurance on behalf of the member

ARTICLE XIV
EDUCATION

- A. Upon prior approval of the Chief of Police, the Township will pay, on a reimbursement basis, the tuition and book expenses of any member furthering his education by taking police courses or enrolling in a degree program in a police related field. Township reimbursement shall be limited to a four (4) year bachelor's level degree in a police related field. A "police related field" is defined as courses directly associated with a degree program in police science or criminal justice at an accredited college.
- B. Educational reimbursement shall be based on the lesser of:
 - 1. Actual tuition cost;
 - 2. The established undergraduate tuition rate (per credit) for a New Jersey resident attending a college or university with the New Jersey State system.
- C. The Township will only provide compensation, which, in conjunction with financial aid or compensation received from other sources, will defray tuition and book expenses. The Township will not, in conjunction with financial aid and compensation received from other sources provide compensation when such combined payments would exceed actual tuition and book expenses.
- D. In order to receive education reimbursement as provided for in this section, it shall be necessary for a member to submit appropriate receipts, statements of expenses and if requested, evidence

of attendance to the Township Manager. The Township will reimburse the member for expenses only after completion of course work and attainment of a grade "C" or better.

ARTICLE XV
PAYMENT AT HIGHER RANK

- A. Any member assigned to a higher rank or performing the duties of a higher rank for a period not exceeding sixty (60) consecutive days shall be entitled to no additional compensation.
- B. Any member assigned to a higher rank or performing the duties of a higher rank for a period in excess of sixty (60) days shall be compensated at a rate equal to that rank, along with any and all attendant benefits, until such time that member is reassigned to his previous duties.
- C. Any member receiving pay at a higher rank for services as described in paragraph B shall receive additional compensation only for the period in excess of sixty (60) consecutive days.

ARTICLE XVI
GRIEVANCE PROCEDURE

A. STATEMENT OF PURPOSE

- 1. Grievance Resolution: The purpose of the grievance mechanism is to resolve, at the lowest possible level, any problem arising from the terms and conditions of this contract.
- 2. Informal Resolution: Nothing herein shall limit or infringe the right of any employee freely and informally to discuss any grievance with a superior.

B. EXCLUSIVE REMEDY.

The procedures hereinafter set forth are the sole and exclusive means of resolving grievances between the parties for dispute within the scope of such procedures.

C. DEFINITIONS.

- 1. Grievance. Any controversy arising over the interpretation, application, or violation of policies, agreements, and administrative decisions affecting the term and conditions of employees covered under this agreement and may be raised by an individual, the FOP 143A, at the request and on behalf of an individual or group of individuals, or the Township.
- 2. Grievance Committee. For the purposes of this agreement, "grievance committee" shall mean that group of members of the FOP 143A, duly appointed by the FOP 143A to resolve member's grievances.
- 3. Superior Officer. For the purposes of this agreement, "superior officer" shall mean the lieutenants and sergeants including such ranks assigned to personnel service in the Detective Division.

D. INITIATION OF GRIEVANCES.

- 1. Written Complaints. All grievances shall be in writing, signed by the aggrieved party, and shall clearly set forth the allegations upon which it is based.

2. Service. All grievances shall be personally delivered to the superior officer and a Grievance Committee member within thirty (30) days of the occurrence from which the grievance arose.
3. Representation. Any aggrieved party may either present his own case, designate an FOP 143A member to present his case or employ legal counsel for his representation. Should the member choose to employ legal counsel he shall do so at his own or the FOP 143A's expense.
4. Waiver. Failure to serve a written complaint citing a grievance within thirty (30) days of its occurrence shall constitute a waiver of any and all rights to pursue said grievance.
5. Extensions of Time. Any extension of time requirements contained in the grievance article may only be extended by the written consent of the Chief of Police or his designee and the aggrieved party.
6. Attendance. Any member whose attendance may be necessary to resolve a grievance shall attend any meeting or hearing during working hours without loss of pay or other benefits.
7. Disciplinary Action. No disciplinary action shall be commenced without just cause.

E. DETERMINATION BY CHIEF OF POLICE

1. Appeal to the Chief of Police: If the grievance is not settled by the superior officer and such grievance concerns the interpretation, application, or alleged violation of this Agreement only, the aggrieved party may make written request within five (5) calendar days after the answer is received from the aggrieved party's superior officer to the Chief of Police for review.
2. Decision by Chief of Police: The Chief of Police shall render a written decision clearly setting forth his decision and the basis for said decision within five (5) days of receipt of the complaint to both the FOP 143A and the complainant.

F. DETERMINATION BY TOWNSHIP MANAGER

1. Appeal to Township Manager: In the event the aggrieved party is unsatisfied with the determination by the Chief of Police's determination, the complainant or the FOP 143A may serve a copy of the original complaint upon the Township Manager within five (5) days of the decision by the Chief of Police.
2. Decision by Township Manager: The Township Manager shall render a written copy of his decision to both the FOP 143A and the complainant within ten (10) working days of receipt of the complaint.

G. DETERMINATION BY ARBITRATION

1. Request for Arbitration: In the event the aggrieved party is unsatisfied with the determination of the Township Manager, then the aggrieved party or the FOP 143A may request an arbitrator through the office of the Public Employees' Relation Commission within fifteen (15) days of the decision by the Manager.
2. Choice of Arbitrator: Upon receipt of the list of arbitrators from the Public Employees' Relations Commission, the aggrieved party and the Township shall mutually agree on the selection of an arbitrator.
3. Cost of Arbitration: In the event the aggrieved party is a member of the FOP 143A, the costs of the arbitration shall be shared between the Township and the FOP 143A. In the event the aggrieved party is not an FOP 143A member, the then FOP 143A shall bear no responsibility for arbitration costs and the grievant shall pay half the costs. Any other expenses incurred by the parties beyond the cost of the arbitrator shall be the respective party's responsibility.

4. Effect of Arbitration: The decision of the arbitrator shall be binding upon both parties.

ARTICLE XVII
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect up to and including December 31, 2009.

ARTICLE XVIII
RETROACTIVITY

The terms and conditions contained herein shall be given retroactive effect, as though the Agreement was commenced on January 1, 2005 unless otherwise specified herein.

ARTICLE XIX
REDUCTION OF BENEFITS

[DELETED] This is our written agreement

ARTICLE XX
FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on 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 of the parties at the time they negotiation or signed this Agreement. Re-negotiations may commence only upon the written request of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Evesham Township, New Jersey, on the day and year first written above.

ATTEST:

TOWNSHIP OF EVESHAM

EVESHAM TOWNSHIP SUPERIOR
OFFICERS FOP 143A

Mayor

FOP 143A

Clerk

FOP Attest