

AGREEMENT

between

TOWNSHIP OF MOORESTOWN
BURLINGTON COUNTY, NEW JERSEY

- and -

MOORESTOWN POLICE ASSOCIATION

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
OCT 17 1989
RUTGERS UNIVERSITY

JANUARY 1, 1989 - through - DECEMBER 31, 1992

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PREAMBLE

THIS AGREEMENT entered into this 1st day of May, 1989, 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 ASSOCIATION, hereinafter called the "Association."

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 is hereby recognized as exclusive majority representative for the purpose of collective negotiations of an employee unit limited to police officers and police sergeants employed in the Police Department of The Township of Moorestown, and excluding all other Township employees whatsoever, it being expressly understood that unless otherwise mutually agreed, the police sergeants shall be automatically excluded from such unit at such time as the number of full time sworn officers employed in the Township's Police Department shall increase from the original 1977 complement of thirty-one (31) - [one (1) Director, two (2) Lieutenants, seven (7) Sergeants, and twenty-one (21) police officers] to a complement of forty-five (45) full-time sworn officers, and it being further expressly understood that civilian personnel employed in the Township's Police Department may be added to the foregoing unit only at such time and to such extent as the New Jersey Public Employment Relations Commission may determine by final written decision.

B. Titles used herein shall be defined to include the plural as well as the singular, and shall include males and females. The word "he" shall also mean "she".

ARTICLE II
MANAGEMENT RIGHTS

- A. The Township, in conformance with law, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the Township Government and its properties and facilities, and all activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees and to make and modify work rules in connection therewith;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific

ARTICLE II

MANAGEMENT RIGHTS (continued)

and express terms of this 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 ordinance of The Township of Moorestown.

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

ARTICLE III

GRIEVANCE PROCEDURE

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 Association 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 any appropriate member of the departmental supervisory staff and to have the grievance adjusted, without the intervention of the Association.

B. STEPS OF THE GRIEVANCE PROCEDURE

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

ARTICLE III
GRIEVANCE PROCEDURE (continued)

STEP ONE:

The aggrieved shall institute action under the provisions hereof within ten (10) 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.

STEP TWO:

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

STEP THREE:

If the aggrieved person is not satisfied with the handling or result of the grievance at the Second Step, he

ARTICLE III

GRIEVANCE PROCEDURE (continued)

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 MPA, 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 MPA within ten (10) working days after said meeting.

STEP FOUR:

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

ARTICLE III

GRIEVANCE PROCEDURE (continued)

withdrawn from the American Arbitration Association and the Association shall pay whatever costs may be incurred in processing the case to the American Arbitration Association.

3. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall further be bound by the laws of the State of New Jersey and of 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 Association. 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 MPA within five (5) working days after

ARTICLE III

GRIEVANCE PROCEDURE - (continued)

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 MPA in an earnest effort to adjust the differences between the parties. In the event the matter is not resolved, the Township may proceed to arbitration in accordance with this Article.

ARTICLE IV

HOURS AND OVERTIME

- A. All members of the Police Department are required to work an average of forty (40) hours per week on a shift basis on a schedule approved by the Police Director or his designee. Unless the application of the Federal Fair Labor Standards Act to municipalities requires otherwise, members of the Police Department who work a "50-hour week" by virtue of said regular recurring police schedule shall be compensated at straight time rates for the entire 50-hour week.
- B. Policemen who work overtime that is approved in advance by the Police Director, or his designee, will be compensated for such overtime work at the rate of time-and-one-half the employee's base hourly salary rate for each overtime hour worked.
- C. Emergency overtime as defined and authorized by the Director, or his designee, is as follows:
1. Crime: Officer called in during his scheduled off-duty time to investigate a crime;
 2. Short Shift: Officer is called in or called upon to work a second tour of duty when shift is below minimum established level;
 3. Stakeout: Officer called in during other than normal scheduled duty to perform stakeout;

ARTICLE IV

HOURS AND OVERTIME - (continued)

4. Strike: Officer called in during other than normal scheduled duty for mobilization of the department for strike or riot control.
- D. The base salary rate, for overtime pay purposes, is defined as the compensation rate specified in this Agreement and paid to an employee, including detective differential pay and longevity pay, but exclusive of all other additional compensation, if any.
- E. Members of the Police Department shall be required, by the Director, to work overtime in order to have adequate manpower for community events, provided, however, reasonable attempts shall be made by the Director to staff said events with non-sworn personnel (if legally permissible) and officers volunteering to work said overtime. In the event inadequate manpower exists for such an event, officers may be assigned to work with officers lowest in seniority being assigned first. Off-duty officers who volunteer or who are ordered to work a community event under this provision shall receive a minimum of four (4) hours overtime pay and seventy-two (72) hours notice of said assignment. Community events covered by this provision shall include: the Christmas Parade, Memorial Day Ceremonies, High School Football Games, Rotary Run, Candlelight Tour Night, and not more than two additional events per year.

ARTICLE V

HOLIDAYS

- A. The following holidays shall be recognized:
1. New Years Day
 2. Reverend Martin Luther King Day - (Date of Nat'l Holiday)
 3. Washington's Birthday - (3rd Monday in February)
 4. Good Friday
 5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Columbus Day (Effective 1990)
 9. Veterans Day (Effective 1991)
 10. Thanksgiving Day
 11. Friday after Thanksgiving Day
 12. Christmas Day
- B. Independence Day - When Independence Day falls on a Tuesday, the preceding Monday will be a holiday. When Independence Day falls on a Thursday, the following Friday will be a holiday.
- C. Christmas - When Christmas falls on a Tuesday, the preceding Monday will be a holiday. When Christmas falls on a Wednesday, Thursday, Friday or Saturday, the preceding day will be a one-half (1/2) day holiday.
- D. Holidays which fall on Sunday will be celebrated on the following Monday. However, ^{FOR UNIFORMED PERSONNEL,} the provisions of Section F of JCH 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 Sunday, employees not scheduled to work but called in on Sunday would receive two (2) times base rate for hours worked. If the call-in occurs on Monday the employee would receive only time and one half base rate for hours worked.

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. A sworn police employee, scheduled to work on a holiday, shall receive one (1) day's pay for the holiday, in addition to one (1) day's pay for the day actually worked. A sworn police employee, not scheduled to work on a holiday, but who is called in to work on a holiday, shall receive a day's pay for the holiday, plus two (2) times his base hourly salary rate for time actually worked.
- G. The Township shall retain holiday pay, as described in Section 4-5.1 of the Personnel Rules and Policies of the Township of Moorestown for all holidays listed above, with the exception of New Year's Day, Thanksgiving Day and the day following Thanksgiving, Christmas Eve (when applicable) and Christmas Day for all applicable patrolmen and sergeants. Said holiday pay shall be paid to the employees not later than the first Friday in December of each year of the contract.

ARTICLE VI

VACATIONS

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

<u>PERIOD OF EMPLOYMENT</u>	<u>EARNED AT THE RATE OF:</u>
During the first year	One day per month
From the beginning of the second year to the end of the seventh year	12 days per year 13 days (effective 1/1/90) 14 days (effective 1/1/91) 15 days (effective 1/1/92)
From the beginning of the eighth year to the end of the twelfth year	15 days per year 16 days (effective 1/1/90) 17 days (effective 1/1/91) 18 days (effective 1/1/92)
From the beginning of the thirteenth year to the end of the eighteenth year	18 days per year 19 days (effective 1/1/90) 20 days (effective 1/1/91) 21 days (effective 1/1/92)
From the beginning of the nineteenth year and thereafter	22 days per year 23 days (effective 1/1/90) 24 days (effective 1/1/91) 25 days (effective 1/1/92)

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.

C. The Department Director will grant payment of wages in lieu of vacation leave when vacation could not be taken due to both the following:

ARTICLE VI

VACATIONS - (continued)

1. The Department Director cancelling, in writing, scheduled vacation leave due to workload and scheduling requirements resulting in loss of accumulated vacation leave as provided in "B" above; and
2. The Department Director being unable to schedule the appropriate vacation leave prior to the end of the accumulation period.

ARTICLE VII

PERSONAL DAYS

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

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

ARTICLE VIII

SICK LEAVE

A. AUTHORIZATION:

1. Each full-time employee will be granted sick leave, with pay, when ill or injured as a result of an accident, subject to the approval of his department director and the conditions that follow in this Article.

2. Sick leave may not be used for dental or medical treatment or office visits, except when that treatment is incidental to a period of continuous illness or an acute emergency.

B. EMERGENCY LEAVE:

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

C. ELIGIBILITY:

1. Sick leave will be earned and accrued from the commencement of employment. Each full-time, permanent, probationary and provisional employee who has completed three (3) months of satisfactory service, will earn and accumulate and may use sick leave at the rate of one (1) day for each calendar month worked or 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.

ARTICLE VIII

SICK LEAVE - (continued)

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

D. UTILIZATION OF SICK LEAVE

Sick leave will be allowed subject to the following provisions:

1. An employee who is about to be absent on sick leave must personally notify his department director or a person designated by the director of his illness one (1) hour prior to the beginning of his shift, or tour of duty, and thereafter, daily. Daily notice may be waived by the department director when circumstances make this provision impractical.
2. An employee who is absent on sick leave for 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 to a hospital for treatment. Failure to conform to this requirement may be regarded as evidence that the employee is not sufficiently ill to justify the use of sick leave, except when a particular regimen is prescribed by the attending physician.

ARTICLE VIII

SICK LEAVE - (continued)

4. If an employee has used up all of his accrued sick time, he may personally make request to use his accrued vacation leave, in the absence of additional sick leave, for further periods of illness, subject to approval by the Department Director at the time such leave accumulation expires.
5. Violation of these rules and policies may result in loss of pay and such disciplinary action as deemed appropriate by the Department Director.

E. ACCRUED SICK LEAVE AT RETIREMENT:

1. Effective January 1, 1989, an employee leaving the Department in good standing by either death or retirement shall be compensated for unused accumulated sick leave in a lump-sum payment at the base rate of pay then in effect in accordance with the following formula:
 - a. If the officer has 149 days or less, he or his estate shall be compensated at the rate of \$20.00/day.
 - b. If the officer has 150-174 days remaining, he or his estate shall be compensated for 10% of them at the

ARTICLE VIII

SICK LEAVE - (continued)

- base rate of pay and 90% at the rate of \$20.00/day.
- c. If the officer 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 \$20.00/day.
 - d. If the officer 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 \$20.00/day.
 - e. If the officer has 225 days or more remaining then he or his estate shall be compensated for 25% of them at the base rate of pay and for 75% shall receive \$20.00/day.

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

2. Effective January 1, 1992, an employee leaving the Department in good standing by either death or retirement shall be compensated for unused accumulated sick leave in a lump-sum payment at the base rate of pay then in effect in accordance with the following formula:

- a. If the officer has 149 days or less he or his estate shall be compensated at the rate of \$20.00/day.
- b. If the officer has 150-174 days remaining he or his

ARTICLE VIII

SICK LEAVE - (continued)

- estate shall be compensated for 15% of them at the base rate of pay and 85% at the rate of \$20.00/day.
- c. If the officer has 175-199 days remaining he or his estate shall be compensated for 20% of them at the base rate of pay and 80% at the rate of \$20.00/day.
- d. If the officer has 200-224 days remaining he or his estate shall be compensated for 25% of them at the base rate of pay and 75% at the rate of \$20.00/day.
- e. If the officer has 225 days or more remaining then he or his estate shall be compensated for 30% of them at the base rate of pay and for 70% shall receive \$20.00/day.

The maximum benefit payable under this provision shall be twelve thousand dollars (\$12,000).

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

ARTICLE IX
HEALTH AND WELFARE

A. HEALTH BENEFITS:

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

Coverage After Retirement - Effective January 1, 1992, 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.

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

2. Dental - Effective January 1, 1990, the Township shall provide a dental plan for all permanent and provisional full-time employees covered by this Agreement and their dependents.

ARTICLE IX

HEALTH AND WELFARE - (Continued)

3. Prescription-Eyecare - Effective January 1, 1991, the Township shall provide a self-administered program to reimburse all permanent and provisional full-time employees covered by this Agreement, for up to \$200 a year in prescription or eyecare expenses. The employee shall be required to submit a legible paid receipt setting forth the nature of the expense incurred by the employee for care to a member of his immediate family or self. The Township will provide a standard form and affidavit by November 1, 1990.

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 the existing legislation relative to the State of New Jersey Police and Firemen's Retirement System.

C. WORKMEN'S COMPENSATION:

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

ARTICLE IX

HEALTH AND WELFARE - (Continued)

D. UNEMPLOYMENT INSURANCE:

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

E. DISABILITY INSURANCE:

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

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

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 a maximum reimbursement of \$125.00 per year. 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 physicals.

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

ARTICLE X
UNIFORM ALLOWANCE

- A. Sworn Police employees will receive an initial issue of clothing and equipment as currently provided and as deemed necessary by the Department Director.
- B. Initial clothing will be replaced as needed on a "fair wear and tear basis." The Township shall investigate alternate methods of providing Police uniforms from time to time to improve employee choice and, subject to legal and administrative approval, implement same if advantageous to all parties. These plans shall not increase the Township's cost in providing uniforms.
- C. Plainclothes officers will receive four hundred (\$400) dollars a year clothing allowance. Effective January 1, 1991 the clothing allowance will be increased to five hundred (\$500) dollars.
- D. Each sworn Police employee will receive a yearly clothing maintenance allowance of four hundred (\$400) dollars until January 1, 1991, and then receive five hundred (\$500) dollars each year thereafter. Such employees will receive their maintenance allowance in equal amounts (each one-half of total benefit) at approximately six-month intervals. The allowance shall be used for cleaning and maintenance purposes only, unless the Director or his designee, determines an officer has been negligent in safe-

ARTICLE X

UNIFORM ALLOWANCE - (continued)

guarding his equipment. In this case, the allowance shall be utilized for replacement or repair purposes.

The Township shall have the right to bid uniform maintenance services for the year 1990 or thereafter, and implement a contract cleaning program if the Township decides a contract is advantageous.

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

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

ARTICLE XI

SALARIES AND OTHER COMPENSATION

A. SALARY:

1. For the year 1989, all full-time employees covered by this Agreement shall receive an across-the-board salary increase of 9.0%, effective April 14, 1989 as specified in Schedule "A" of this Agreement.

2. For calendar year 1990, all full-time employees covered by this Agreement shall receive an across-the-board salary increase of 5.9%, as specified in Schedule "A" of this Agreement.

3. For calendar year 1991, all full-time employees covered by this Agreement shall receive an across-the-board salary increase of 6.0%, as specified in Schedule "A" of this Agreement.

4. For calendar year 1992, all full-time employees covered by this agreement shall receive an across the board salary increase of no less than 5% and no more than 7%, as specified in Schedule "A" of this Agreement.

B. DETECTIVE DIFFERENTIAL:

1. All full-time unit employees assigned to plainclothes duty shall be entitled to an annual detective differential equal to five percent (5%) of said employees base salary, exclusive of longevity, holiday pay, this detective differential, overtime and all other compensation of any type whatsoever. This detective differential shall not exceed a CAP of two thousand two hundred fifty (\$2,250) dollars.

This differential shall be added to the biweekly

ARTICLE XI
SALARIES & COMPENSATION - (continued)

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

2. The detective differential benefit is not subject to renegotiation by the Association for a ten (10) year period commencing January 1, 1986, with the exception of the flat CAP number of \$2,250 in Section B.1 above.

ARTICLE XII

LONGEVITY

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

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

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

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

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

NOT TO EXCEED \$3,600 CAP.
CAP to be adjusted for
1992 and set at 8% of
sergeant maximum.

ARTICLE XII
LONGEVITY - (continued)

- A. For purposes of longevity compensation, base pay shall be defined as the compensation rate specified in this Agreement and specified in Schedule "A" exclusive of overtime pay, detective differential, longevity pay, holiday pay and all other compensation of any type whatsoever.
- B. 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.
- C. The longevity benefit is not subject to renegotiation by the Association for a ten (10) year period commencing January 1, 1986, with the exception of the flat CAP number of \$3,600 specified in Section "A" above. The specific CAP for 1992 will be set at 8% of sergeant's maximum rate after the 1992 salary increase is determined in accordance with Appendix A Attachment.

ARTICLE XIII
BEREAVEMENT LEAVE

- A. Each full-time employee covered by this agreement shall be allowed up to a maximum of three (3) days leave, with pay, in the event of a death in the employee's immediate family. Immediate family shall be defined as the employee's mother, father, grandparents, grandparents-in-law, mother-in-law, father-in-law, husband, wife, sister, brother, or child.
- 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 a death notice or obituary cannot be obtained, a letter from the undertaker who arranged the funeral should be submitted stating the employee's attendance at the funeral of a member of the immediate family. In addition, the employee must complete a "Bereavement Leave" form, which would state the date of death of the immediate family member, the location and name of the undertaker and the date and place of interment. This form, together with the attached "Notice of Death" or undertaker's letter, will be forwarded to the Deputy Manager's 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 XIV

NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association 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 Association 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 Association 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 Association or its members.

ARTICLE XV

CONDUCT OF NEGOTIATIONS

- A. During contract negotiations with the Township, authorized representatives of the Association 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.

ARTICLE XVI
DEDUCTIONS FROM SALARY

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Moorestown Police Association. 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 Association by the fifteenth (15th) 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 Association shall furnish to the Township written notice prior to the effective date of such change and 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 Association, and signed by the President and Secretary-Treasurer of the Association, advising of such changed deduction.
- C. The Association will provide the necessary "Check-off Authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Manager. The Association 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 Association to the Township, or in reliance upon the official notification on the letterhead of the Association as signed by the President and Secretary-Treasurer of the Association, advising of such changed deduction.

ARTICLE XVII

SEPARABILITY AND SAVINGS

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

ARTICLE XVIII

TERM AND RENEWAL

- A. THIS AGREEMENT shall be in full force and effect as of the day and year first above written, and shall be in effect to and including December 31, 1992. 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 that one hundred fifty (150) days, prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto
have hereunto set their hands and seals
on this 1st day of May, 1989.

TOWNSHIP OF MOORESTOWN
BURLINGTON COUNTY, NEW JERSEY

ATTEST: Margaret Murphy
TOWNSHIP CLERK

By: Walter J. Murphy
MAYOR

By: [Signature]
TOWNSHIP MANAGER

MOORESTOWN POLICE ASSOCIATION

ATTEST: [Signature]
SECRETARY/TREASURER

By: [Signature]
PRESIDENT

SCHEDULE A

SALARIES 1989 (After December 16, 1988)

OFFICE OR POSITION	SERIAL NUMBER	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
SERGEANT	P-2	\$1,552		28,484	30,036	31,588	33,140	34,692	36,244
PATROLMAN	P-1	1,351	24,766	24,766	26,117	27,468	28,819	30,170	31,521

SALARIES 1989 (After April 14, 1989)

OFFICE OR POSITION	SERIAL NUMBER	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
SERGEANT	P-2		24,766	31,048	32,739	34,431	36,123	37,814	39,506
PATROLMAN	P-1		24,766	26,995	28,468	29,940	31,413	32,885	34,358

SALARIES 1990 (After 12-14-89)

OFFICE OR POSITION	SERIAL NUMBER	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
SERGEANT	P-2		26,227	32,880	34,671	36,462	38,254	40,045	41,837
PATROLMAN	P-1		26,227	28,588	30,148	31,706	33,266	34,825	36,385

SALARIES 1991 (After 12-13-90)

OFFICE OR POSITION	SERIAL NUMBER	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
SERGEANT	P-2		27,801	34,853	36,751	38,650	40,549	42,448	44,347
PATROLMAN	P-1		27,801	30,303	31,957	33,608	35,262	36,915	38,568

SALARIES 1992 (After December 12, 1991)*

*See Attached

Attachment to Schedule A

Salaries for the year 1992 shall be established utilizing the September, 1991 Consumer Price Index issued by the United States Department of Labor, Bureau of Labor Statistics, Philadelphia, PA-NJ area. The relevant statistic will be the percent change from September, 1990 to September, 1991. Upon review of the appropriate Consumer Price Index statistic -

1. If the Consumer Price Index percentage is 5% or lower, employees shall receive an across the board salary increase of 5%.
2. If the Consumer Price Index percentage is 7% or higher, employees shall receive an across-the-board salary increase of 7%.
3. If the Consumer Price Index percentage is between 5% and 7%, said number shall establish the salary increase percentage. For example, if the Consumer Price Index shows a percent change of 5.8%, employees shall receive a 5.8% salary increase.

If the Department of Labor Consumer Price Index reports are discontinued or substantially changed in format, the parties shall agree on a successor document to establish the 1992 salary increase.
