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AGREEMENT

between

TOWNSHIP OF MOORESTOWN BURLINGTON COUNTY, NEW JERSEY

-and-

MOORESTOWN POLICE ASSOCIATION

JANUARY 1, 1986 -through- DECEMBER 31,1988

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PREAMBLE

THIS AGREEMENT entered into this _____ day of January 1986, 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

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 current 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.

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 and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited by only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof in

MANAGEMENT RIGHTS (continued)

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.

GRIEVANCE PROCEDURE

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 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:

STEP ONE:

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

GRIEVANCE PROCEDURE (continued)

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) calendar days after the answer at the First Step. The Director or his designee, shall set a meeting within ten (10) calendar 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) calendar 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 may within five (5) calendar 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) 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

GRIEVANCE PROCEDURE (continued)

Step shall be delivered to the grievant with a copy to the MPA within ten (10) calendar days after said meeting.

STEP FOUR:

- A. If the aggrieved person is not satisfied with the decision of the Township Manager, such person may within five (5) calendar 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.
- B. However, no arbitration hearing shall be scheduled sooner than thirty (30) claendar 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 form the American Arbitration Association and the Association shall pay whatever costs may be incurred in processing the case to the American Arbitration Association.
- C. 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

GRIEVANCE PROCEDURE (continued)

written decision, the arbitrator shall indicate his findings of fact and reasons for making the award.

D. 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) claendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) claendar days after the filing of the grienvace 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 has been approved in advance by the Police Director, or his designee, will be compensated for such overtime work. Through April 14, 1986, overtime compensation shall be paid for hours worked by an employee in excess of the employee's regularly scheduled week, at the employee's base hourly salary rate.
- C. Emergency overtime as defined and authorized by the Director, or his designee, is as follows:
 - Crime: Officer called in during his schedule off-duty time to investigate a crime;
 - 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;
 - 4. Strike: Officer called in during other than normal scheduled duty for mobilization of the department for strike or riot control,

shall be paid at the rate of time and one-half the employee's base hourly salary rate, exclusive of longevity pay and detective differential.

D. Effective April 15, 1986, policemen who work overtime that is approved in advance by the Police Director, or his designee, will be compensated, except as provided below, for such overtime work at the rate of time-and-one-half the employee's base hourly salary rate for each overtime hour worked.

ARTICLE IV
HOURS AND OVERTIME (continued)

E. Effective April 15, 1986, 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.

ARTICLE V

HOLIDAYS

- A. The following holidays shall be recognized:
 - New Year's Day
 Independence Day
 - 2. Reverend Martin Luther King 7. Labor Day
 Day-(Date of Nat'l Holiday) 8. Thanksgiving Day
 - 3. Washington's Birthday 9. Friday after Thanksgiving Day (3rd Monday in February) 10. Christmas Day
 - 4. Good Friday
 - 5. Memorial Day
- B. <u>Independence Day</u> 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. <u>Christmas</u> 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 (½) holiday.
- D. Holidays which fall on Sunday will be celebrated on the following Monday.
- 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

ARTICLE V - HOLIDAYS (continued):

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:

PERIOD OF EMPLOYMENT	_	EARNED AT THE RATE OF:
During the First Year From the beginning of		One day per month
to the end of the		12 days per year
From the beginning of to the end of the		15 days per year
From the beginning of to the end of the		18 days per year
From the beginning of and thereafter	the nineteenth year	20 days per year (1986only) 21 days per year (1987only) 22 days per year (1988)

- B. <u>ACCUMULATION</u> 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:
- 1. The Department Director cancelling, in writing, scheduled vacation leave due to workland and scheduling requirements resulting in loss of accumulated vacation 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.

PERSONAL DAYS

- A. Each full-time employee covered by this Agreement shall receive two (2) personal day 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 fulltime, permanent or probationary employee who has served at least six (6) months full-time service with the Township.

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 (14) 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.
- 4) If an employee has used up all of his accrued sick time, he may personally make request to use his accured vacation leave, in the absence of additional sick leave, for further periods of illness, subject to approval by the department director at the time such leave accumulation expires.

ARTICLE VIII SICK LEAVE (continued)

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

E. ACCRUED SICK LEAVE AT RETIREMENT:

Effective January 1, 1986, upon retirement, employees shall be entitled to a lump sum payment up to a maximum of Three Thousand (\$3,000) dollars, equal to 50% of the employee's total number of unused and accumulated sick days at the time of retirement, times fifteen (\$15) dollars.

Effective January 1, 1987, upon retirement, an employee shall be entitled to a lump sum payment, up to a maximum of Four Thousand (\$4,000) dollars, equal to the employee's total number of unused and accumulated sick days at time of retirement, times twenty (\$20) dollars.

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:

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.

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.

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.

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 to improve employee choice during 1986 and, subject to legal and administrative approval, implement same for 1987. These plans shall not increase the Township's cost in providing uniforms.
- C. Plainclothes officers will receive three hundred (\$300) dollars a year clothing allowance.
- D. Each sworn Police employee will receive a yearly clothing maintenance allowance of two hundred fifty (\$250) dollars until 1 January 1987, and then receive three hundred (\$300) 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 safeguarding his equipment. In this case, the allowance shall be utilized for replacement or repair purposes.

ARTICLE XI

SALARIES AND OTHER COMPENSATION

A. SALARY:

- 1. For calendar year 1986, all full-time employees covered by this Agreement shall receive an across-the-board salary increase of 5.8%. as specified in Schedule "A" of this Agreement.
- 2. For calendar year 1987, 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.
- 3. For calendar year 1988, all full-time employees covered by this Agreement shall receive an across-the-board salary increase of 6.2%, as specified in Schedule "A" of this Agreement.

B. DETECTIVE DIFFERENTIAL:

1. Commencing during calendar year 1986, all full-time unit employees assigned to plainclothes duty shall be entitled to an annual detective differential of one thousand three hundred fifty (\$1,350) dollars. This differential shall be added to the biweekly compensation of all full-time unit employees assigned to plainclothes duty as follows:

The first biweekly pay of the calendar year = \$52.00; The remaining twenty-five (25) biweekly pays = \$51.92 each.

The amounts stated above will be administered and paid to the employee each biweekly pay. 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 a prorata entitlement to such differential.

2. Commencing during calendar year 1987, all full-time unit employees assigned to plainclothes duty shall be entitled to an annual detective differential of one thousand five hundred (\$1,500) dollars. This differential shall be added to the biweekly compensation of all full-time unit employees assigned to plainclothes duty as follows:

ARTICLE XI

SALARIES & COMPENSATION (continued)

The first biweekly pay of the calendar year = \$57.50; The remaining twenty-five (25) biweekly pays = \$57.70 each. The amounts stated above will be administered and paid to the employees each biweekly pay. 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 a prorata entitlement to such differential.

5. Commencing during calendar year 1988, 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 annual 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 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.

4. The detective differential benefit is not subject to renegotiation by the Association for a ten (10) year period commencing 1 January 1986, with the exception of the flat CAP number of \$2,250 in Section B.3 above.

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 <u>during</u> which said employee <u>completes</u> said appropriate number of years of continuous, unbroken service to the Township:

FULL-TIME SERVICE YEARS	AFTER JANUARY 1, 1986	AFTER JANUARY 1, 1987		
6th thru 9th Year	\$ 600	\$ 850		
10th thru 13th Year	900	1,150		
14th thru 17th Year	1,200	1,450		
18th thru 22nd Year	1,500	1,750		
23rd thru 25th Year	1,800	2,050		
Each Year of Service Over 25 Years	1,800	2,050		

Effective 1 January 1988, longevity payments based upon years of continuous, uninterrupted service with the Township shall be as follows:

After 20th Year 8% of Bas Pay; NOT TO EXCEED \$2,900 CAP

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.

ARTICLE XII LONGEVITY (continued)

- 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 1 January 1986, with the exception of the flat CAP number of \$2,900 specified in Section "A" above.

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, 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 AM 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 convenanted 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. On or before April 1, 1986, 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.

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, 1988. Except where expressly so stated herein, no provision of this Agreement shall be effective prior to the day and year first above written.
- B. Thereafter, this Agreement shall continue in full force and effect from year-to-year, unless one party or the other gives notice, in writing, no more than one hundred eighty (180) days, or less than one hundred fifty (150) days, prior to the expiration date of this Agreement, 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 $27 t_{H}$ day of January 1986.

TOWNSHIP OF MOORESTOWN BURLINGTON COUNTY, NEW JERSEY

ATTEST:

Township Clerk

MAYOR

Bv:

OWNSHIP MANAGER

MOORESTOWN POLICE ASSOCIATION

ATTEST:

acretary/Treasure

PRESIDENT

SCHEDULE A

				SALARIES 1986 (After 19 December 1985)						
	OFFICE or POSITION	Serial Number	Incre- ment	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	
===	50====================================									
	SERGEANT	P-2	1378	25306	26684	28062	29440	30818	32196	
	POLICE OFFICER	P-1	1200	22001	23201	24401	25601	26801	28001	
				SALARIES	1987 (<u>Af</u>	ter 18 De	cember 1	986)		
	SERGEANT	P-2	1461	26823	28284	29745	31206	32667	34128	
	POLICE OFFICER	P-1	1272	23321	24593	25865	27137	28409	29681	
	į			SALARIES	1988 (<u>Af</u>	ter 17 De	cember 1	987)		
	SERGEANT	P-2	1552	28484	30036	31588	33140	34692	36244	
	POLICE OFFICER	P-1	1351	24766	26117	27468	28819	30170	31521	