

A G R E E M E N T

between

Moorestown Twp.
TOWNSHIP OF MOORESTOWN,
BURLINGTON COUNTY, NEW JERSEY

-and-

MOORESTOWN POLICE ASSOCIATION

X

JANUARY 1, 1981

-through-

DECEMBER 31, 1982

117
BURLINGTON

BURLINGTON

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P R E A M B L E

THIS AGREEMENT entered into this 26 TH day of OCTOBER 1980, by and between the TOWNSHIP OF MOORESTOWN, in the County of Burlington, a Municipal Corporation of the State of New Jersey, hereinafter called the "Township," and MOORESTOWN 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.

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 the 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 and express terms of this Agreement and then only to the extent such specific and

-ARTICLE II
MANAGEMENT RIGHTS (continued)

express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States and ordinances of the Township of Moorestown.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under 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 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 hereinabove 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 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 Step shall be

ARTICLE III
GRIEVANCE PROCEDURE (continued)

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) calendar days after the final decision by the Township Manager. In the event the aggrieved person elects to pursue Civil Service Procedures, the arbitration hearing shall be cancelled, the matter withdrawn from the 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 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

ARTICLE III
GRIEVANCE PROCEDURE (continued)

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) calendar days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar 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.

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. 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:

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;

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.

ARTICLE IV
HOURS AND OVERTIME (Continued)

D. Base salary rate is defined as the compensation rate specified in this Agreement and paid to an employee, exclusive of overtime pay, longevity pay, and all other additional pay, if any.

ARTICLE V

HOLIDAYS

A. The following holidays shall be recognized:

- | | |
|-----------------------------------------------------------------|----------------------------------|
| 1. New Year's Day | 6. Independence Day |
| 2. Reverend Martin Luther King, Jr.'s Birthday (effective 1979) | 7. Labor Day |
| 3. Washington's Birthday (3rd Monday in February) | 8. Thanksgiving Day |
| 4. Good Friday | 9. Friday after Thanksgiving Day |
| 5. Memorial Day (Last Monday in May) | 10. 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) 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 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, 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 tenth year	12 days per year
From the beginning of the 11th year to the end of the 15th year	15 days per year
From the beginning of the 16th year to the end of the 20th year	18 days per year
From the beginning of the 21st year and thereafter	20 days per year

B. Accumulation - An employee may not accumulate to his credit more than two (2) years accumulated vacation leave. Any accumulation in excess of this amount will be lost.

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 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 one (1) personal day during each year of the Agreement, 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.

B. 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.

2. Sick leave may be used for a period not to exceed three (3) days because of the death of a member of the employee's immediate family.

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

ARTICLE VIII|
SICK LEAVE (continued)

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 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.

ARTICLE IX

HEALTH AND WELFARE

A. HEALTH BENEFITS:

Beginning January 1, 1981, and for the life of this Agreement, 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. 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.

C. Plainclothes officers will receive a Two Hundred (\$200.00) Dollar a year clothing allowance. Commencing in calendar year 1979, the foregoing clothing allowance shall be increased to Three Hundred (\$300.00) Dollars per year.

D. Each sworn Police employee will receive a yearly clothing maintenance allowance of One Hundred Fifty (\$150.00) Dollars. Such employees will receive two (2) Seventy-five (\$75.00) Dollar payments yearly at approximately six (6) month intervals. Commencing in calendar year 1979, the foregoing clothing maintenance allowance shall be increased to One Hundred Seventy-five (\$175.00) Dollars, and the two (2) yearly payments shall be increased to Eighty-seven Dollars and Fifty Cents (\$87.50).

ARTICLE XI
SALARIES AND OTHER COMPENSATION

A. For calendar year 1981, all full-time employees covered by this agreement shall receive an across-the-board salary increase of 8.5%.

B. For calendar year 1982, all full-time employees covered by this agreement shall receive an across-the-board salary increase of 9.5%.

C. Commencing during calendary year 1979, all full-time unit employees assigned to plainclothes duty shall be entitled to an annual detective differential of Seven Hundred Fifty (\$750) Dollars. This differential shall be added to the bi-weekly compensation of all full-time unit employees assigned to plainclothes duty as follows:

The first bi-weekly pay of the calendar year = \$29.00;
The remaining twenty-five (25) bi-weekly pays = \$28.84 each.

The amounts stated above will be administered and paid to the employee each bi-weekly 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.

D. Effective January 1, 1978, upon retirement, an employee shall be entitled to a lump-sum payment, up to a maximum of Three Thousand (\$3,000) Dollars, equal to fifty (50%) percent of the employee's total number of unused and accumulated sick days at time of retirement, times Fifteen (\$15) Dollars. As used in this paragraph, 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 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 bi-weekly 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 bi-weekly 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:

ARTICLE XII
LONGEVITY (continued)

DURING THE BELOW YEAR
OF FULL-TIME SERVICE:

FOLLOWING
JANUARY 1, 1977

6th year	\$ 300.
7th year	300.
8th year	300.
9th year	300.
10th year	600.
11th year	600.
12th year	600.
13th year	600.
14th year	900.
15th year	900.
16th year	900.
17th year	900.
18th year	1200.
19th year	1200.
20th year	1200.
21st year	1200.
22nd year	1200.
23rd year	1500.
24th year	1500.
25th year	1500.
Each year of Service over 25 years	1500.

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), that 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 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.

ARTICLE XIII

COLLEGE INCENTIVE PAY

In addition to the salary noted in Articles IX and XII, college incentive pay will be paid in accordance with and conditioned upon the following:

A. The program of payments for certain earned college credits authorized by item (c) of Section 9 of Ordinance No. 734, may be referred to as the "College Incentive Pay Program" or the "Incentive Pay Program," and payment made under this program may be referred to as "College Incentive Pay."

B. Each member of the police force to be eligible for College Incentive Pay, in addition to complying with all other applicable rules, regulations and ordinances, must:

1. Have received an Associate of Arts Degree, or higher degree, in the criminal justice field, or signed a certificate stating he is presently pursuing a program of instruction leading to an Associate of Arts Degree, or higher degree, in the criminal justice field and he will continue in the program until he receives such a degree; evidence of the appropriate degree, or the aforesaid certificate, to be filed in the Office of the Township Clerk and a copy of same filed in the Office of the Director of Police.

2. Be a Police Officer, Sergeant, or a Lieutenant, serving under a provisional or permanent appointment.

C. The maximum number of semester credit hours earned for which payment may be made is sixty-five (65).

D. The monthly allowance of One (\$1.00) Dollar will be paid for each college semester credit hour which has been earned prior to this date, as long as the member is enrolled in a program leading to an Associate of Arts, or higher, degree in the criminal justice field, provided said credit hours have been certified by the college in which the member is enrolled, or the member holds an appropriate degree from a college accredited by the State Department of Education.

E. If a member receiving college incentive pay drops out of college for two (2) consecutive semesters, prior to earning an Associate of Arts, or higher, degree in the criminal justice field, he will be dropped from the Incentive Pay Program and payments for credits earned will cease. The section of "Rule E" pertaining to "Two (2) consecutive semesters" will be interpreted as follows:

1. For a member who is enrolled in a program leading to an Associate of Arts, or higher, degree in the criminal justice field at a college accredited by the State Department of Education, which has a two (2) semester-a-year program (i.e.; September to December and January to June), these two semesters will be the only two considered for purposes of this rule and the January to June semester will be considered as contiguous to the September to December semester for the purposes of this rule. Under this rule, a member who completes course work in December 1980 (the end of the September to December 1980 semester), must re-enroll in a course beginning in January 1982 (and ending June 1982) to be considered as continuing unbroken pursuit of his degree.
2. For a member who is enrolled in a program as defined in #1 above, which has three (3) semesters or "trimester" program (i.e.; September to December, January to May and June to September), the two (2) semester program described in Section 1 will be used as the standard. Under this rule, a member who completes course work in December 1980 (the end of the September to December 1980 semester) must re-enroll in a course beginning in January 1982.
 - a) If a member finds that the next offering of a course necessary for completion of his degree requirements is not available until after the expiration of the two (2) consecutive semesters described in Sections 1 and 2 above, and this is the sole reason for the member discontinuing pursuit of his degree, continuation of "College Incentive Pay" will be considered upon the presentation of documentation, certified by the college, to this effect and stating the next offering of the course required for completion of the degree requirements.

ARTICLE XIII
COLLEGE INCENTIVE PAY (continued)

F. Once a member has been dropped from the Incentive Pay Program, he may be enrolled again at a later date; however, after re-enrollment in the Program, payments will only be made on the basis of credits earned following the latest enrollment date, except that after a member earns an Associate of Arts, or higher, degree in the criminal justice field, payments will be made on the basis of total semester credits earned (not to exceed sixty-five (65) semester credits), regardless of when the credits were earned, provided that any credits paid for meet the conditions stipulated in Rule D above.

G. The course of study must be at an institute of higher learning accredited by the State Department of Education.

H. Proof of credits earned will be required from individuals by presentation of certified institutional records.

I. College credits earned after the effective date of Ordinance No. 734 will be recognized for purposes of computing college incentive pay as effective on the first day of the first calendar month following the completion of the semester in which credits were earned, after proof of additional credits having been earned is filed in the Office of the Township Clerk and a copy of same filed in the Office of the Director of Police; for clerical convenience and in recognition of the fact time will be required for filing said proof, the Township Clerk is hereby authorized to approve payments for said additional credits retroactive up to and including a maximum of six (6) months.

J. College incentive pay will be paid on the last bi-weekly pay of each month.

K. This Article shall expire at 11:59 o'clock, P.M., prevailing time December 31, 1982.

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 or employees.

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

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 XVI

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, 1982. 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 26 TH day of OCTOBER 1980.

TOWNSHIP OF MOORESTOWN
Burlington County, New Jersey

ATTEST:

John J. Logue
Township Clerk

BY:

James E. Palmer
MAYOR

MOORESTOWN POLICE ASSOCIATION

ATTEST:

John A. Brattin III

BY:

Robert J. Crang
Pres