

3-0266

Contract no. 259

04.12



COPY

AGREEMENT

BETWEEN

Cherry Hill Township

TOWNSHIP OF CHERRY HILL

CAMDEN COUNTY, NEW JERSEY

AND

SUPERIOR OFFICERS ASSOCIATION

JANUARY 1, 1989

THROUGH

X DECEMBER 31, 1991

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
I	RECOGNITION	2
II	NON-DISCRIMINATION	3
III	ASSOCIATION RIGHTS AND RESPONSIBILITIES	4
IV	MANAGEMENT RIGHTS	5
V	LEAVE OF ABSENCE WITHOUT PAY	6
VI	MAINTENANCE OF OPERATIONS	7
VII	GRIEVANCE PROCEDURE	8
VIII	COMPENSATION	12
IX	SICK LEAVE	14
X	COLLEGE INCENTIVE PROGRAM	15
XI	EXCHANGE OF HOURS OF DUTY	16
XII	HOURS AND OVERTIME	17
XIII	SECONDARY EMPLOYMENT	19
XIV	CLOTHING ALLOWANCE	20
XV	HOLIDAYS AND PERSONAL DAYS	21
XVI	VACATION	22
XVII	SEPARATION, DEATH AND RETIREMENT	23
XVIII	SERVICE RECORDS	25
XIX	BULLETIN BOARD	26
XX	BEREAVEMENT LEAVE	27
XXI	TRAVEL EXPENSE	28
XXII	MEDICAL BENEFITS	29
XXIII	MILITARY SERVICE	31

TABLE OF CONTENTS

(con't)

<u>ARTICLE</u>		<u>PAGE</u>
XXIV	SEPARABILITY AND SAVINGS	32
XXV	SUPERCEDING CLAUSE	33
XXVI	FULLY BARGAINED PROVISIONS	34
XXVII	AGENCY SHOP	35
XXVIII	TERM AND RENEWAL	36
XXIX	MAINTENANCE OF BENEFITS	37
XXX	CONTAGIOUS DISEASES	38

APPENDIX A SALARY SCHEDULE

ATTACHMENTS

CODICIL MEMORANDUM OF AGREEMENT (Sick Time)

PREAMBLE

This Agreement entered into this _____ day of _____ 1989, by and between the TOWNSHIP OF CHERRY HILL, in the County of Camden, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Township" and CHERRY HILL SUPERIOR OFFICERS ASSOCIATION, (hereinafter called the "Association").

ARTICLE I

RECOGNITION

- A. The Township, pursuant to Public Employment Relations Commission Docket No. RO-889, recognizes the Association as the representative for the purposes of collective negotiations for all sergeants, lieutenants and captains employed in the Police Department, but excluding Special Police, School Crossing Guards, Police Reserve, Dispatchers, Managerial Executives, confidential Employees, Professional Employees, Craftsmen and all supervisory Employees within the meaning of the Act, and all other employees of the Township of Cherry Hill.

- B. The title of officer, shall be defined to include the plural as well as the singular, and to include males and females.

ARTICLE II

NON-DISCRIMINATION

- A. There shall be no discrimination by the Township or the Association against any employee because of the employee's membership or non-membership in the Association. Neither the Township nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Authorized representatives of the Association, whose names shall be filed in writing with the Business Administrator, or his designee, shall be permitted to visit any Police Facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Chief of Police, or his designee, on condition that such prior approval shall not be unreasonably withheld. At least one (1) authorized representative shall be granted such permission. The representative shall not unreasonably interfere with the normal conduct of the work within the police facility.
- B. Up to a maximum of three (3) authorized representatives shall be excused from their normal duties to participate in negotiations for the renewal of this Agreement or the execution of a new Agreement. Such representatives shall attend negotiations session, if on duty, in the appropriate uniform and be available for duty in the event the need arises.
- C. The President, or in his absence, the First Vice President of the Association shall have the right while on duty to investigate and process grievances and to attend Association functions upon direct application of the Chief of Police, or his designee.
- D. Copies of disciplinary charges or other notices relating to disciplinary action, shall be furnished to the Association upon written request.
- E. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Association recognizes that the conditions set forth in this Article shall be subject to the mission of the Township.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it 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. To the executive management and administration 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;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. Pursuant to the Laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, duties or other responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE V

LEAVE OF ABSENCE WITHOUT PAY

- A. A leave of absence without pay shall, at the discretion of the Township, be granted for good cause to any employee who has been employed for a period of ninety (90) days after the probationary period.

ARTICLE VI

MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B. Neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Township.
- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by another employee or group of employees of the Township.
- D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any legal and statutory remedies.
- E. 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 of its members.

ARTICLE VII

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Departmental staff.
3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resorting to the Grievance Procedure.

B. DEFINITION

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement, and shall be raised by the Association on behalf of an individual or group of individuals or the Township, and shall be deemed not to include discipline.

C. STEPS OF THE GRIEVANCE PROCEDURE

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent:

Step One:

- (a) An aggrieved employee or the Association on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within fifteen (15) days of the occurrence of the grievance, or within fifteen (15) days of the date when the officer should have known of the occurrence, 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. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within three (3) days of the informal discussion, the grievant may proceed to Step Two.

Step Two:

- (a) In the event a satisfactory settlement has not been reached at Step One, the employee or the Association shall, in writing and signed, file his grievance with the supervisory officer at the next level of command within the Department, within three (3) days of decision at Step One, excluding weekends and holidays.
- (b) The supervisory officer at the next level of command shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

- (a) In the event a satisfactory settlement has not been reached at Step Two, the grievant may within three (3) days of the supervisor's decision, file his written grievance with the Chief of Police.
- (b) The Chief of Police shall review the matter and make a determination within five (5) days from the receipt of the grievance.

Step Four:

- (a) In the event a satisfactory settlement has not been reached at Step Three, the grievant may within three (3) days of the Chief's decision, file his written grievance with the Mayor.
- (b) The Mayor shall review the decision of the Chief of Police and within ten (10) days from receipt of the grievance make a written determination.

Step Five:

- (a) In the event the grievance has not been resolved at Step Four, the Association may within five (5)

working days of the Mayor's decision request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association or the Public Employees Relations Commission.

- (b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Mayor. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may have incurred in processing the case to arbitration.
- (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 decision of the arbitrator shall be final and binding. In formulating his decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.
- (d) The costs for the services of the arbitrator shall be borne equally between the Township and Association, unless the Association elects to withdraw, in which case any fees of the American Arbitration Association shall be paid by the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.
- (e) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.
- (f) No response at any Step in this procedure by the Township or its agents shall be deemed to be a negative response. Upon the termination of the applicable time limits the grievant may proceed to the next Step.
- (g) Group grievances, which shall be defined as those affecting "substantially" all of the members of the Association, shall be filed by the Association and by the Association only at Step Three.
- (h) The Township reserves the right to file in writing a grievance on its behalf with the

Executive Board of the association which shall conduct a conference with the representatives of the Township within ten (10) days of the filing of the grievance, and which shall render a determination within ten (10) days of said conference. In the event that the Township is unsatisfied with the determination of the Association Executive Board, the Township may then proceed to the final Step of this Grievance Procedure.

- (i) Time limits may be extended by the parties by written mutual agreement.
- (j) All references to days in Article VII shall mean Mondays through Fridays, 9:00 A.M. - 5:00 P.M., excluding weekends and holidays.

ARTICLE VIII

COMPENSATION

- A. Salaries will be increased across the board, per rank, as follows;

Effective date;	increase;
January 1, 1989	additional four percent (4%)
September 1, 1989	additional three percent (3%)
January 1, 1990	additional six percent (6%)
January 1, 1991	additional six percent (6%)

All salary percentage increases are calculated on prevailing salaries as of the effective date of each increase.

- B. Effective January 1, 1989 through December 31, 1990, annual longevity pay is to be given to each superior officer (entitled thereto) in equal weekly amounts as per the following:

YEARS OF SERVICE	LONGEVITY PAYMENT
Zero to Five years inclusive	0.00%
Beginning Six to Nine Years Inclusive	6.25%
Beginning Ten to Fourteen years inclusive	6.75%
Beginning Fifteen to Nineteen years inclusive	7.25%
Beginning Twenty to Twenty-Four years inclusive	7.75%
Beginning Twenty-Five years or more	8.25%

Effective January 1, 1991, longevity pay is to be given to each superior officer (entitled thereto) in equal weekly amounts as per the following:

YEARS OF SERVICE	LONGEVITY PAYMENT
Zero to Five years inclusive	0.00%
Beginning Six to Nine Years Inclusive	7.25%
Beginning Ten to Fourteen years inclusive	7.75%
Beginning Fifteen to Nineteen years inclusive	8.25%
Beginning Twenty to Twenty-Four years inclusive	8.75%
Beginning Twenty-Five years or more	9.25%

- C. Notice of intention to open negotiations for future contracts shall be accomplished by either party giving notice in writing to the other, no sooner than one hundred fifty (150) nor later than ninety (90) days prior to January 1 of the calendar year for which negotiations are to be opened.

- D. Work in Higher Category (Actor's Pay) - Any officer who anticipates an absence from his/her regularly scheduled work day will appoint, in writing, a Subordinate Officer from his/her respective unit to assume his/her position for that absence. The acting officer shall receive a salary increase (Actor's Pay) for that period at the absent officer's rate or at a rate of the next higher rank above the acting officer's rate whichever is lower.

In a case where there is no longer an officer in the vacant position, or the absent officer is unable to designate a replacement for his/her position, the superior officer immediately above the vacant position shall designate a replacement.

ARTICLE IX

SICK LEAVE

- A. Paid sick leave shall be earned at the rate of fifteen (15) days per year subsequent to January 1, 1965.
- B. Sick Leave is defined as a temporary inability to perform one's duties by reason of injury, illness or disease.
- C. Unused sick leave shall accumulate without limitation from year to year of employment.
- D. Sick leave shall be deemed to have been earned and accumulated at the rate of seven and one-half (7 1/2) days per year of service prior to January 1, 1965, regardless of the actual number of days used or earned.
- E. In the event of a compensable illness or injury within the meaning of the New Jersey Workmen's Compensation Statute, the Township shall pay to the employee the difference between the normal full rate of pay and any Temporary Disability Benefits payable pursuant to the Workmen's Compensation Statute so long as the employee is entitled to such Temporary Disability Benefits.
- F. An employee entitled at retirement to compensation for unused accumulated sick leave shall at the time of retirement have deducted therefrom a dollar amount equal to the amount paid by the Township to said employee in excess of that required to be paid by the Temporary Disability Benefits provisions of the Workman's Compensation Statute. In the event there are insufficient funds payable to the employee as a result of accumulated unused sick time, the employee shall not be required to make any reimbursement to the Township.

ARTICLE X

COLLEGE INCENTIVE PROGRAM

- A. Each employee who enters the College Incentive Program pledges to achieve an Associate's or Bachelor's Degree in Police Science, administration or related field of study as designated by the institution of learning as being within their law enforcement degree program.
- B. Each employee shall be compensated at the rate of one (\$1.00) dollar per month for each successfully completed credit earned at an accredited institution of higher learning provided the courses studied had the prior approval of the Chief of Police.
- C. Upon presentation of proof of successful completion through institutional records, payments shall be added to salary at the end of each semester either in February, June or September.
- D. In the event an employee does not earn any additional credits for three (3) consecutive semesters, all payments hereunder shall cease. The employee may reinstate himself in the program but credits earned prior to his reinstatement shall not be compensated until attainment of the degree being sought. The employee may make application to the Chief for relief from the provisions of this Section.
- E. Credits earned prior to appointment to the Department shall not be compensated until the attainment of the next highest degree, either the Associate's or the Bachelor's.
- F. The highest level of compensation under this program shall be those credits up to and including the Bachelor's degree.

ARTICLE XI

EXCHANGE OF HOURS OF DUTY

- A. The request for exchange of hours of duty by an employee may be granted by the Chief, or his designee, provided such request has been made through channels and in conformance with the needs of the Department.

- B. In volunteering to exercise the provisions of this Article, no officer shall work more than two (2) shifts and the provisions of Article XII shall not apply to the second shift unless the officer is ordered to work hours in excess of his shift, in which case Article XII shall be applicable to those excess hours.

ARTICLE XII

HOURS AND OVERTIME

- A. All Superior Officers required to work in excess of their regular shift, with the approval or at the request of their Supervisor, shall be paid at one and one-half (1 1/2) times their regular rate of pay on the following basis:
- | | |
|-------------------------|--|
| 1. 0-15 minutes | No Pay |
| 2. 16 minutes and after | Time and one-half retroactive to the first minute. |
- B. Court appearances, as required in the line of duty, shall be compensated at the employee's option by means of compensatory time, computed on a time and one half basis, or at an hourly rate equal to one and one half of said officer's hourly rate, with a 3 hour minimum. The employee is to exercise said option (in writing) at the time of the Court appearance.
- C. Compensatory time off earned during a calendar year if unutilized will be compensated for at straight time rates by the Township, unless the employee requests and is granted the right to accumulate such time off for the succeeding year. Such approval may be granted in the discretion of the Department Head. In the event of such accumulation, that time off must be taken subject to approval of the Department Head.
- D. The regular duty schedule will provide a basic work week of forty (40) hours. As is the present practice, where the schedule involves regular shifts other than eight (8) hours, the general schedule will provide offsets to insure the maintenance of the forty (40) hour base work week during the course of the year.
- E. Call Back Time. If an employee is called back in for extra duty (other than a Court appearance), he is to be guaranteed a minimum of 4 hours of time at 1 1/2 time rates. This provision shall not apply to a carry-over immediately subsequent to the employee's prior work shift. This provision will become effective January 1, 1980. At the employee's option, to be exercised in writing at the time of recall, they may elect to be paid or receive compensatory time off.

F. Staff meetings. Employees shall be obligated to attend Departmental or Divisional staff meetings not to exceed four (4) hours per month without monetary compensation. Compensatory time in lieu of monetary compensation shall be given to all employees attending on off-duty time.

ARTICLE XIII

SECONDARY EMPLOYMENT

Any secondary employment that an officer agrees to work must be set up according to the following;

1. Any secondary employment where the employer has a payroll system set up for employees, the officer is to become an employee or temporary employee of the company, with all deductions taken through that company. The rate of pay is negotiable between the company and the officer.
2. Any secondary employer, who does not comply with the above, will pay the officer through the Township, if the Township approves, at the officers overtime rate, with a four hour minimum, as per the contract.
3. Any individual, group of individuals, fund raising organization, church group, or non-profit organization that has no payroll system may hire an officer and pay the Township the officer's regular rate of pay, with no minimum hours, with the approval of the Township.
4. Any employer, who has paid through the Township and has paid overtime rates with a four hour minimum, during the period of June 1, 1986 through June 1, 1987, will continue the same practice of overtime pay.
5. The Township will make available, to their officers, their rates of pay and overtime rates of pay, upon the officers request. All rates of pay will be determined under Fair Labor Standards Act guidelines.
6. Any secondary employment that involves an officer working at a premises that has a liquor license has to be approved by the Chief of Police, and a detail assigned with the rate of pay covered under section 2 of this article.
7. The rate of pay paid by the secondary employers pursuant to paragraphs 2 and 3 above shall not be increased retroactively due to any retroactive salary increase negotiated between the Township and the Association.

ARTICLE XIV

CLOTHING ALLOWANCE

- A. All non-uniformed employees holding the permanent title of Supervisor in the Investigative Division shall receive an annual clothing allowance as follows;

1989	\$675.00
1990	\$725.00
1991	\$775.00

- B. Persons who act in or are temporarily assigned to the position of Detective Supervisor for a minimum of five (5) working days shall be paid the allowance on a pro-rated monthly basis for that month and each month thereafter.
- C. All uniformed employees shall receive an annual clothing allowance on a draw basis, as needed, according to the following schedule;

1989	\$550.00
1990	\$600.00
1991	\$650.00

The Township shall exercise due diligence in securing appropriate uniforms.

- D. Employees promoted to a Superior Officer rank shall be issued a complete Superior Officer Uniform at the time of promotion or as soon as possible thereafter. It shall be the responsibility of the employee to maintain his/her uniform at all times. The Township shall exercise due diligence in securing such uniforms for the newly promoted officers.
- E. Vouchers and receipts for clothing purchased shall be submitted to the Office of Chief of Police for approval.
- F. The clothing allowance will be pro-rated to the number of months worked for the final year of service.

ARTICLE XV

HOLIDAYS AND PERSONAL DAYS

- A. In lieu of official -paid holidays and/or personal days, each employee shall be granted a total of fourteen (14) days off in 1989, fifteen (15) days off in 1990, and sixteen (16) days off in 1991. These days shall be scheduled at the discretion of the Chief of Police or his designee.

- B. Holidays and/or personal days earned in one (1) year must be utilized by March 31 of the succeeding year, provided the employees are given the opportunity to utilize such holidays during this period.

ARTICLE XVI

VACATIONS

A. Each employee shall be entitled to annual vacation leave with pay in accordance with the following schedule:

- | | |
|--|-----------------------------------|
| 1. During the first (1st) calendar year of employment if appointed after June 30 | One (1) week pro rata |
| 2. During the first (1st) calendar year of employment if appointed prior to June 30 | One (1) scheduled working week |
| 3. From the second (2nd) through and including the fifth (5th) calendar year of employment | Two (2) scheduled working weeks |
| 4. From the sixth (6th) through and including the tenth (10th) calendar year of employment | Three (3) scheduled working weeks |
| 5. From the eleventh (11th) through and including the fifteenth (15th) calendar year of employment | Four (4) scheduled working weeks |
| 6. From and after the sixteenth (16th) calendar year of employment | Five (5) scheduled working weeks |

B. Accumulation of annual vacation leave from year to year may be permitted in the discretion of the Department Head with approval of the Mayor. However, accumulated vacation leave must be utilized in the year succeeding its accumulation in the form of requested compensatory time off and scheduled at such times as the needs of the Division permit.

C. An annual vacation leave schedule shall be prepared by each Division Head in accordance with the provisions of this Article.

D. Vacation allotment will be pro-rated to the number of months worked for the final year of service except that members employed prior to 1965 shall receive his/her full, annual vacation allotment for the final year of service.

ARTICLE XVII

SEPARATION, DEATH AND RETIREMENT

- A. Employees shall retain all pension rights as police officers under New Jersey laws and Township Municipal Ordinance.
- B. Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16A-5 or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated holidays, vacation, sick leave days and other compensatory time as provided in this Agreement. Said payments, except for sick leave days, shall be computed at the rate of pay of his retirement based upon the base annual compensation. The rate of payment for sick leave days has been otherwise and not herein provided (see separate Memorandum of Agreement regarding vested sick time).
- C. Employees intending to retire on other than disability pension shall accordingly notify the Chief of Police, or his designee, by November of the previous year in which said retirement is to become effective. Such notice provision shall not apply to any employee who retires because of conditions not known or reasonably foreseeable by the employee.
- D. In the event of an employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation, sick leave days or other compensatory time as provided in this Agreement. Payment shall be made at the employee's rate of pay at the time of his death.
- E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated vacation, holidays and other compensatory time shall be paid at the then rate of pay to the employee, except that no payments shall be made for accumulated sick leave.
- F. For benefits payable in the then current year in all cases of separation, death while not in the line of duty, or retirement, all vacation, holidays, sick leave days and other compensatory time shall be pro-rated as of the first of the month if the resignation, death or retirement is effective prior to the fifteenth (15th) day of the month and as of the last day of the month if the

resignation, death or retirement is effective on or after the fifteenth (15th) of the month. Benefits shall be pro-rated on the calendar year from January 1 through December 31.

- G. For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days and other compensatory time which would have accrued for the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.
- H. Separation shall be defined as any permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacation, layoffs or other temporary leaves.
- I. Any employee retiring within the calendar year of contract being negotiated, shall receive a pro-rated share of that year's wage increase; pro-ration shall be based upon the calendar year from January 1 through December 31 as compared to the period of time that employee actually served active duty during that year.
- J. Upon retirement from Cherry Hill Township after completion of twenty-five (25) years of service, medical insurance coverage shall be provided for the retiree and his or her spouse up to age sixty-five (65), providing those eligible annually certify that they have no other medical coverage. The maximum cost to the Township under this provision shall not exceed Three Thousand Five-hundred Dollars (\$3,500.00) per year per retiree in 1989, Four Thousand Dollars (\$4,000.00) per year per retiree in 1990, and Four Thousand Five-hundred Dollars (\$4,500.00) per year per retiree in 1991. This provision shall only apply to employees in the service of the Township as of January 1, 1988, and thereafter. This coverage shall only be for medical and surgical coverage in effect at this time.
- K. Upon retirement, the Township shall make all payments for accumulated leave to the employee in the form of a lump sum payment. However, nothing in the contract shall prevent the employee from negotiating a mutli-year pay out for accumulated leave on an individual basis.

ARTICLE XVIII

SERVICE RECORDS

- A. Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment.
- B. Employees inspecting service records will be required to sign a form indicating the date, time, and records inspected.

ARTICLE XIX

BULLETIN BOARD

- A. The Township shall provide one (1) bulletin board for the posting of notices relating to matters and official business of all Police organizations.
- B. The bulletin board may be utilized by the Association for the purpose of posting Association announcements and other relevant information. The Chief, or his designee, may have removed from the bulletin board any irrelevant material after notice to the Association President.

ARTICLE XX

BEREAVEMENT LEAVE

- A. Because of death in the immediate family, leave with pay shall be granted from the day of death until the day after interment, inclusive. The immediate family shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents and brothers or sisters-in-law.
- B. Proof of death may be required at the Township's discretion.
- C. Additional bereavement leave may be granted at the discretion of the Chief of Police.

ARTICLE XXI

TRAVEL EXPENSE

- A. Employees shall be reimbursed at the rate of twenty (20) cents per mile for all approved travel expense while using personal vehicle and shall be reimbursed for all other travel expense in connection with their official duties.

ARTICLE XXII

MEDICAL BENEFITS

- A. All hospital and medical benefits currently provided to employees and their families by the Township shall be retained, except that the Township shall have the right to change during the term of this Agreement the medical, prescription and dental insurance plans so long as it is equivalent in benefits to the existing plan. The Township may not change a type of plan more than once during a twelve (12) month period. In addition, the Township agrees that insurance cards and other related forms are received by the employee before the change is made.

It is agreed and understood that the employees will at no time be subjected to a "reimbursement arrangement" as a result of interrupted or changing coverage. This shall not, however, preclude an employee from receiving reimbursement from the Township for medical costs incurred in the event the Township fails to comply with the terms of the Contract.

The Township further agrees to give no less than thirty (30) days written notice of any proposed change in plans.

- B. The Township shall provide dental benefits for employees covered by this Agreement and each employee's family under the attached New Jersey Dental Plan, on the following basis:
1. 100% coverage for preventive dental expenses and diagnostic service expenses as defined in the Schedule of Basis Benefits, page 3 of the aforesaid New Jersey Dental Service Plan;
 2. Coverage for Prosthodontic and Orthodontic Services as defined in page 3 of the aforesaid New Jersey Dental Service Plan on a 50/50 co-payment basis after each patient pays twenty-five dollars (\$25.00) deductible per calendar year. It is understood and agreed that the above-described dental coverage is limited to the above stated benefits.
- C. The Township shall provide prescription coverage through the Union Prescription Service Plan, a copy of which is attached hereto.
- D. Health and Major Medical Benefits for dependents of those officers killed in the line of duty are as follows:

Certain medical benefits shall be continued for dependents of police officer killed during the performance of their police duties:

1. The Township shall continue to pay premium costs for its basic Health and Major Medical Insurance coverage for the spouse and/or dependent children to age nineteen (19), of any police officer killed while in the performance of his/her police duties under the following conditions:
 - (a) The spouse of each deceased police officer does not re-marry;
 - (b) The spouse of each deceased police officer does not obtain medical insurance/benefit coverage from an employer of any other source;
 - (c) The spouse does not qualify for medical insurance/benefit coverage as may be provided by a State or the Federal Government, including but not limited to Social Security, Medicare/Medicaid.

- E. The Township shall provide its basic Health and Major Medical Insurance coverage for a surviving spouse of a deceased member, up to age sixty-five (65). This benefit shall apply to all members, past and present, except those as described in Article XVII; Section J, or Section D of this article. The surviving spouse shall be eligible for this benefit for ten (10) years from the date of this agreement or date of death whichever is later. Annual certification will be required from those eligible that they have no other similar medical coverage.

ARTICLE XXIII

MILITARY SERVICE

- A. Military leave without pay shall be granted to any employee entering extended active service in the armed forces and, in determining sick leave and annual leave allowance, such employee shall receive credit for time spent in active military service upon his return to Township service. In addition, leave of absence for active field training in a military reserve unit shall be granted during the period of such training with full pay, less any reimbursement for time from the military.

- B. The Township shall not be entitled to reimbursement under this Section for days served during the period of such field training which exceed his normal work week for that period.

ARTICLE XXIV

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 following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

SUPERSEDING CLAUSE

- A. This Agreement supersedes any and all other Agreements, ordinances and/or resolutions dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter other than those specifically provided for in this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

ARTICLE XXVII

AGENCY SHOP

It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, c. 100, c. 34:23A 1, et seq.) shall take effect.

Those employees of Cherry Hill Township that are in the bargaining unit on the effective date of this agreement who do not join the union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction.

The representation fee shall be in an amount equal to eighty five (85%) percent of the regular union membership dues, fees and assessments as certified to the employer by the union. The union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments.

The union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the union and the employer.

The union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability that may rise out of, or by reason of any action taken or not taken by the employer in conformance with, this provision. The union shall intervene in and defend any administration or court litigation concerning this provision. In any such litigation, the employer shall have no obligation to defend this provision but shall cooperate with the union in defending this provision.

ARTICLE XXVIII

TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1989, unless otherwise provided, and shall be in effect to and including December 31, 1991, unless otherwise provided.

The parties shall commence negotiations for the 1992 Contract one hundred fifty (150) days prior to the expiration date of this Agreement.

ARTICLE XXIX

MAINTENANCE OF BENEFITS

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective dates of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any police officer benefit existing prior to its effective date.

ARTICLE XXX

CONTAGIOUS DISEASES

Any officer who shall suffer from a serious communicable disease shall be treated with a rebuttable presumption that the disease was contracted on the job. Incident reports may be used to validate the contention.

APPENDIX A

SALARY SCHEDULE

<u>EFFECTIVE DATE</u>	<u>CAPTAIN</u>	<u>LIEUTENANT</u>	<u>SERGEANT</u>
JANUARY 1, 1989	48,095	44,532	41,232
SEPTEMBER 2, 1989	49,538	45,868	42,469
JANUARY 1, 1990	52,510	48,620	45,017
JANUARY 1, 1991	55,660	51,537	47,718

RESOLUTION 89-8-34

A RESOLUTION AMENDING ORDINANCE 89-43 "AN ORDINANCE AMENDING ORDINANCE 81-49 KNOWN AS "AN ORDINANCE FIXING THE COMPENSATION OF OFFICERS AND EMPLOYEES OF THE TOWNSHIP OF CHERRY HILL IN THE COUNTY OF CAMDEN FOR THE YEAR 1981 WITH THE EXCEPTION OF THE ELECTED OFFICIALS".

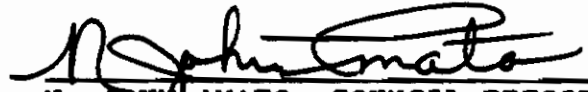
WHEREAS, Ordinance 89-43 was introduced on July 10, 1989 and adopted on July 24, 1989; and

WHEREAS, Section 2. of Ordinance 89-43 contained two errors of a non-substantive nature; and

WHEREAS, the effective date of "January 1, 1989" should have read "January 1, 1990" and, likewise, the effective date of "January 1, 1990" should have read "January 1, 1991",

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Cherry Hill, County of Camden, State of New Jersey that the corrections indicated above are hereby accepted as changed.

Adopted: August 29, 1989



N. JOHN AMATO, COUNCIL PRESIDENT

Attest:


MYRNA C. CLOTH, TOWNSHIP CLERK

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Cherry Hill, New Jersey on this 24th day of July, 1989.

SUPERIOR OFFICERS ASSOCIATION

Capt. William Moffett
CAPT. WILLIAM MOFFETT, PRES.

Lt. Francis Ward
LT. FRANCIS WARD

Lt. William Klein
LT. WILLIAM KLEIN

Sgt. Richard Tomlinson
SGT. RICHARD TOMLINSON

TOWNSHIP OF CHERRY HILL
CAMDEN COUNTY, NEW JERSEY

Susan Bass Levin
SUSAN BASS LEVIN, MAYOR

N. John Amato
N. JOHN AMATO, COUNCIL
PRESIDENT

Alan Rosenberg
ALAN ROSENBERG, ESQUIRE,
TOWNSHIP LABOR COUNSEL

MEMORANDUM OF AGREEMENT

WHEREAS the Cherry Hill Superior Officers' Association ("the S.O.A.") and the Township of Cherry Hill ("the Township") the parties hereto, desire to vest all sick days accumulated prior to January 1, 1983, and prior to July 16, 1983, by members of the Bargaining Unit represented by the S.O.A. which vested days shall be protected in that the said vested days will not be the subject of future negotiations nor will they be modified in number unless actually utilized for sick leave; NOW, THEREFORE, the parties agree that:

As of January 1, 1983, all accumulated sick leave earned by members of the said Unit as of that date shall be vested, preserved, and "grandfathered", and shall be payable at the rate of pay payable during the year in which any member of the said Unit retires; and, the parties further agree that:

Each member of the said Unit shall be entitled to up to eight (8) additional days for such vesting, to be earned at the rate of one and one-fourth (1 $\frac{1}{4}$) day per month for the period January 1, 1983, through July 16, 1983, provided the said days have not been used as actual sick leave prior to July 16, 1983

AND, WHEREAS the parties desire to provide for the accumulation of two hundred (200) unused sick days exclusive of and in addition to the aforementioned vested days; NOW, THEREFORE, the parties agree that:

As of July 16, 1983, members of the said Unit shall be entitled to accumulate a maximum of two hundred (200) unused sick days for which payment shall be made upon retirement at t

rate of pay applicable to the year in which each of the said two hundred (200) days was accumulated.

The parties also agree that they may negotiate further changes in the sick leave benefit other than the aforementioned provisions, but in no event shall the parties agree to the use of the vested days accumulated prior to January 1, 1983, or July 16, 1983, as actual sick leave prior to the exhaustion of any and all sick leave available or the aforementioned accumulated sick leave accumulated after July 16, 1983, but prior to the year of illness.

FOR THE S.O.A.

Donald C. Blum, Pres.

William A. [unclear] Pres

[unclear]

[unclear]

FOR THE TOWNSHIP

Maria Barnaby Greenwald
MARIA BARNABY GREENWALD, MAYOR

Ronald S. Miller
RONALD S. MILLER, BUSINESS ADM.

M. Craig Aronberg
M. CRAIG ARONBERG, LABOR
NEGOTIATOR