Campen County

S.O.N.C. UNIT (Superior Officer's)

(Lieutenants on UP)

- 1. Clothing allowance at the rate of \$350.00 for superior officers; with the difference not spent on clothing to be permitted for use in repair, dry cleaning, etc.
- 2. Option in uniforms; that superior officers, when not performing in a line capacity during his tour of duty, be permitted to wear a police blazer with the Township of Gloucester emblem displayed in lieu of a regular uniform.
- 3. Paid overtime at the rate of time and one half for all time over 8 hours on a duty day. Overtime over an 8 hour work day is hereby defined as being called into duty with the approval of the officer's superior officer or being kept over the prescribed 8 hour work day with the officer's superior officer or being ordered into duty. It is understood by both parties that when an officer works over his normal 8 hour tour of duty on his own; he is not to be reimbursed.
- 4. Reimbursement at the rate of \$20.00 per day for each unused sick day, commencing January 1, 1973, and to be paid upon retirment or death.
- 5. Vacations:
 10 to 15 years present, 18 working days proposed, 21 days
 15 to 20 years present, 24 working days proposed, 27 days
 20 years New group, 30 working days
- 6. Holidays
 - a. Any other such holidays as granted to other Township Office Personnel.
 - b. In addition to the above schedule, 12 days will be granted off to be taken anytime during the year in accordance with the 1972 police manual. These 12 days can be used as time off; if the 12 days are not used, the officer is entitled to compensation for the remaining days (at the regular rate) to be paid between the Thanksgiving/Christmas season.
- 7. A two car motor pool to be available for officers of the rank of Lieutenant and above.
- 8. N.J. Blue Cross and Blue Chield with the same plan as other Township employees to be paid by the Township.

S.O.N.C Unit Page Two March 24, 1973

9. An evaluation program beginning July 1, 1973 with the option of a one increment pay increase; 20 credits in an approved Law Enforcement Curiculum up to a 60 credit maximum to be decided upon at the discretion of the Township Manager.

PREAMBLE

This Agreement made and entered into at the Town-ship of Gloucester, New Jersey, this // day of APRIL

197 3 by and between the Township Manager on behalf of the

Township Council of Gloucester Township, hereinafter referred

to as Manager and the Superior Officer's Negotiating

Committee, hereinafter referred to as the S.O.N.C.

WITNESSETH

WHEREAS, the Manager and the S.O.N.C. recognize and declare that providing quality police protection for the Township is their mutual aim, and

WHEREAS, the Township Manager and the Township

Council retain the basic decision making powers over fiscal

and management questions, although they are willing to consult

with employee representatives on employee oriented matters,

and

WHEREAS, the members of the police force are particularly qualified to advise the formulation of policies and programs designed to improve the standards of police protection, and

WHEREAS, the Township has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the S.O.N.C. as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this AGREEMENT.

In consideration of the following mutual covenants it is hereby agreed as follows:

ARTICLE I: LEGAL REFERENCE

Nothing contained in this AGREEMENT shall alter the authority conferred by Law, Ordinance, Resolution or Administrative Code and Police Department Rules and Regulations upon any Township Official or in any way abridge or reduce such authority. This AGREEMENT shall be construed as requiring Township Officials to follow the terms contained herein, to the extent that they are applicable in the exercise conferred upon them by Law.

Nothing contained herein shall be construed to deny or restrict to any policeman such rights as he may have under any other applicable Laws and Regulations. The rights granted to policemen hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II: RECOGNITION

The Township hereby recognizes the S.O.N.C. as the sole and exclusive representative of all Superior Officers of the Police Department (rank of Lt. and above) for the purpose of collective negotiations with respect to terms and conditions of employment.

ARTICLE III: POLICEMAN'S RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Township hereby agrees that every Police Officer, the rank

of Lt. and above) shall have the right freely to organize, join and support the S.O.N.C. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Law of the State of New Jersey, the Township undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any policeman in the enjoyments of any rights conferred by Chapter 303, Public Laws 1968, or other Laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any policeman with respect to hours, wages or any terms or conditions of employment by reason of his membership in the S.O.N.C. and its affiliates, his participation in any activities of the S.O.N.C. and its affiliates, collective negotiations with the Township or his institution of any grievance, complaint or proceeding under this AGREEMENT or otherwise with respect to any terms or conditions of employment.

Representatives of the S.O.N.C. shall be permitted time off to attend negotiating sessions, provided the efficiency of the Department is not affected thereby.

A superior officer shall have the right to inspect his personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection.

The Township agrees to notify the individual police officer if any material discriminatory to the police officer is placed in his personnel jacket.

ARTICLE IV: MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this AGREEMENT the Township of Gloucester reserves and retains solely and exclusively all of its statutory and Common Law rights to manage this operation of the Police Department of the Township of Gloucester, New Jersey, as such rights existed prior to the execution of this or any other previous AGREEMENT with the S.O.N.C.. The sole and exclusive rights of the Township of Gloucester, New Jersey, which are not abridged by this AGREEMENT, shall include but are not limited to, its rights to determine the existence or nonexistence of facts which are the basis of the Township Police Department and /or Management decision, to establish or continue policies, practices or procedures for the citzens of the Township of Gloucester, and, from time to time, to change or abolish such practices or procedures; to the right to determine and from time to time redetermine the number, locations and relocation and types of its officers and employees of the Township of Gloucester; to determine the number of hours per day or week any operation of the Police Department may be carried on; to select and determine the number and types of officers required; to assign such work to such officers in accordance with the requirements determined by the Department of Police and Township Administrator; to establish training programs and upgrading requirements for officers and/or employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote officers or employees for just cause, or to layoff, terminate or otherwise relieve officers and/or employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work; to continue alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline officers and/or employees for just cause and otherwise to take such measures as the Township Council and/or Manager may determine to be necessary for the orderly and efficient operation of the Department of Police for the Township of Gloucester, New Jersey, provided, however, nothing herein shall prevent an officer from presenting his grievance for the alleged violation of any article or specific term of this AGREEMENT.

ARTICLE V: SICK LEAVE

Sick leave means absence from duty of a member of the Police Department because of personal illness by reason of which such member is unable to perform the usual duties of his position or because of exposure to contagious disease. Fifteen (15) days sick leave with pay for each calendar year cumulative to infinity will be granted. The S.O.N.C. is to be furnished a list of all employees showing the number of sick days credited to the account of each member as of the date of signing this contract.

ARTICLE VI: DISABILITY LEAVE WITH PAY

A member who is disabled by injury incurred in the

performance of his duty or by illness as a direct result of or arising out of his employment may, on the recommendation of the Chief of the Department and/or Township Manager, be granted leave of absence with full pay, thereafter, for a period not to exceed one (1) year, provided that said disability or illness was a direct result of or arising out of his employment and is certified as such by a physician designated by the Township. The Chief of Police and/or Township Manager shall require evidence in the form of a physician's certificate from said physician as to the original and continued disability of such member as a result of injuries sustained in the line of duty or illness as a direct result of or arising out of his employment.

Any temporary disability payments from Workmen's Compensation Insurance received by the employee shall be credited toward the pay referred to above.

ARTICLE VII: LIABILITY AND FALSE ARREST INSURANCE

The Township agreed to cover all members of the Department with false arrest and liability insurance in the amount of two hundred fifty thousand (\$250,000.00) dollars-five hundred thousand (\$500,000.00) dollars. In addition, where a member of the Police Department is made a defendant in any suit, or other legal proceeding arising out of the performance of police duty, or out of any incident arising in the line of such duty, the Township shall provide all legal aid necessary for the defense of such suit or other legal proceeding. However, this clause shall not apply to

any disciplinary or criminal proceeding instituted against such policeman by the Township.

In determining whether to provide legal aid in a specific case, the Township will look first at the report of investigation of the Department of the Police to determine if there a-pears to be any substantial evidence of wanton or willful misconduct. The Township will also consider evidence supplied to it from other sources or resulting from the investigation of the Township Attorney. The Township recognizes that a police officer must exercise his individual judgment as to the degree of force necessary to effect an arrest under all the circumstances existing at the time. Legal aid would be denied only when there is substantial evidence that excess force was used and that such use was wanton and willful. The officer will be given the benefit of any doubt in these cases.

ARTICLES VIII: CLOTHING ALLOWANCE

The Township agrees to provide a uniform allowance of three hundred fifty (\$350.00) dollars per year for all employees covered by this AGREEMENT, with the difference not being spent on clothing to be reimbursed for use in repairs, dry cleaning, etc.. The said clothing allowance shall be for replacement of uniforms and equipment due to normal wear and tear.

In the event that an employee's uniform is damaged or destroyed while acting in the line of duty, then the

Township agrees to replace said clothing and the cost of replacement of said clothing will not be charged to the employee's annual uniform clothing allotment.

ARTICLE IX: FUNERAL LEAVE

A regular full time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, children, spouse, brother or sister, father-in-law and mother-in-law, as well as grandmother or grandfather if members of the employee's household. Special cases will be referred to the Chief.

ARTICLE X: RULES AND REGULATIONS

The Township Manager may establish and enforce binding rules and regulations in connection with the operation of the Police Department and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this AGREEMENT. Copies shall be furnished to the S.O.N.C. members. It is understood that application of this AGREEMENT shall not in anyway hamper enforcement of

the Departmental rules and regulations.

It is understood that employees shall comply with all rules and regulations of the Department, and order of directives issued by the Chief or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of superior officers. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable, or unjust, the employee or employees shall comply with the rule, regulation, order of instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance procedure set forth in Article XVII of this contract.

In the event that an employee or employees shall refuse to comply with a rule, or regulation, or shall refuse to execute promptly and efficiently an instruction or order of a superior officer, appropriate action shall be within the province of the superior officer within the framework of Department rules and regulations, subject only to the right of employee to file a grievance.

ARTICLE XI: NONDISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of his membership or nonmembership in the PBA or FOP or his participation in activities herein prescribed, nor discriminate against any member of the PBA or FOB for any action involving his management duties on behalf of the Department of Police, Township of Gloucester, New Jersey.

ARTICLE XII: HOSPITALIZATION

The Township agrees to provide Blue Cross, Blue Shield or an independent hospitalization policy containing similar benefits to be paid by the Township.

ARTICLE XIII: BAN ON STRIKES

It is recognized that the prevention of crime, the preservation of law and order, and protection of life and property is the responsibility of members of the Police Department, and it is further recognized that the need for continued and uninterrupted operation of the Police Department is of paramount importance to the citizens of the community; therefore, there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this AGREEMENT parties hereto agree that there shall not be and that the S.O.N.C., its officers, members, agents or principals, will not engage in, encourage, sanction or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other suspension of or interference with normal work performance.

ARTICLE XIV: EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is

(or may be) subject to collective bargaining.

The Township agrees that all benefits, terms and conditions of employment and past practices relating to the status of the employees covered by this AGREEMENT shall be maintained at not less than the highest standards in effect at the time of the commencement of collective bargaining leading to the execution of this AGREEMENT.

The Township shall perform no act which will conflect with the terms of this AGREEMENT.

ARTICLE XV: MISCELLANEOUS

If any provisions of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

The provisions of this AGREEMENT shall be subject to and subordinate to and shall not annul or modify existing applicable provisions of state and local laws except as such particular provisions of this contract modify existing local laws.

ARTICLE XVI: PROMOTIONS

The Township agrees that promotions shall be made in accordance with Civil Service Rules and Regulations. It further agrees not to discriminate on promotions because of religion, race, creed, politics or age.

ARTICLE XVII: GRIEVANCES

The intent of the parties to this AGREEMENT is that the procedures hereinafter set forth shall serve as a means of peaceful settlement of all disputes that may arise between the parties as to the meaning or application of the provisions of this AGREEMENT.

It is further understood that suspension, demotion and discharge shall be finally recommended by the Township Manager. The Township Manager shall cause a hearing to be held on the above actions. Counsel may be present. In the event such actions are sustained, the aggrieved individual shall possess all rights of appeal as an individual pursuant to Civil Service as provided by law. A disciplinary proceeding shall not be subject to the grievance procedure.

Step 1

As to grievances, the aggrieved employee shall present the grievance orally or in writing to his immediate superior. The grievance must be presented within five (5) working days of its occurrence or knowledge of its occurrence. The Superior will give his verbal answer or written answer within three (3) working days of the date of presentative of the grievance.

Step 2

If the grievance is not settled in Step 1, it shall be reduced to writing and presented through the chain of command to the leval that would have control over the grievance. The Chief of Police should be included in the decision. The

grievance shall be prepared in detail and be dated. That level will reply to the grievance in writing within five (5) working days of the date of the persentation of the written grievance. The aggrieved employee may be represented by Councel in presenting his grievance.

Step 3

If the grievance is not settled in Step 2, the written grievance shall be presented to the Township Manager within five (5) working days after the response is given. The Township Manager, after a grievance hearing at which the employee shall have the right to have his representative present, will reply to the grievance in writing within seven(7) days of the date of the presentation of the written grievance (Saturday, Sunday and holidays excluded).

Step 4

If the aggrieved employee believes the grievance should be carried further, he will within ten (10) working days of the Township Manager's answer refer the grievance to the Council.

Step 5

Default Clause: If a grievance is not handled by those persons listed in the various steps within the prescribed time limits as the contract dictates, an automatic decision through default will be awarded the person who has submitted such grievance in his favor. This section shall not apply if a mutual aggreement has been made by the person submitting said grievance, and the party at that stage of the

procedure to have further delay.

ARTICLE XVIII: JOIN S.O.N.C. MANAGEMENT COMMITTEE

A committee consisting of representatives of the Township and the S.O.N.C. shall be established for the purpose of reviewing the administration of this AGREEMENT and to resolve problems that may arise. Said committee will meet when necessary and required. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiation meetings.

The purpose and intent of such meetings is to foster good employment relations through communications between the Township and the S.O.N.C. on such matters as:

- (a) Discussing questions arising over the interpretation and application of this AGREEMENT.
- (b) Disseminating general information of interest to the parties.
- (c) Giving S.O.N.C. representatives the opportunity to express their views or to make suggestions on subjects of interest to employees of the bargaining unit.
- (d) To notify the employees in the bargaining unit of changes in non-bargainable conditions of employment contemplated by management.
 - (e) The promotion of education and training.
- (f) The elimination of waste and the conservation of materials and supplies.

(g) The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the employees.

ARTICLE XIX: FLEXIBILITY OF ASSIGNMENT

Employees, regardless of regular assignment, may be reassigned to perform any duty related to their profession as police officers, including any duties connected with:

(a) prevention and detection of crime, (b) enforcement of laws and ordinances, (c) protection of life and property,

(d) arrest of violators of the law, (e) direction of traffic, (f) regulation of noncriminal behavior of the citizenry and (g) preservation of the peace.

An exception to specific duties can be made where employees are on the medical "limited duty" list and cannot perform said duties.

The Township and the S.O.N.C. acknowledge that a policeman's premary responsibility is to perform police duties and his energies shall be utalized fully to this and except in case of emergencies or special circumstances.

ARTICLE XX: VACATIONS

Policemen shall be entitled to vacation leave as follow:

- (a) After six month's service from date of appointment six working days.
- (b) One year's service from date of appointment twelve days.

- (c) Ten to fifteen years' service from date of appointment twenty-one working days.
- (d) Fifteen years of service from date of
 appointment twenty-seven working days.
- (e) Twenty years of service from date of appointment - thirty working days.

ARTICLE XXI: HOLIDAYS

- A. The following days shall be observed as normal holidays. New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Christmas Day, and other such holidays granted to other township office personnel.
- B. In addition to the above schedule, 12 days will be granted off to be taken anytime during the year in accordance with the 1972 police manual. These 12 days can be used as time off; if the 12 days are not used, the officer is entitled to compensation for the remaining days (at the regular rate) to be paid between the Thanksgiving/Christmas season.

ARTICLE XXII: HOUSE OF EMPLOYMENT

The normal work week of a policeman shall consist of five (5) days of eight (8) hours each. The exact hours for particular employees shall be established by the Chief of Police and approved by the Township Manager.

- 1. Overtime compensation shall be as follows:
- (a) Court appearances for attendance while off duly before the Grand Jury, Superior, County or Juvenile Courts in criminal matters, compensation at time and one half hourly earnings. The minimum compensation shall be four (4) hours, there after on a per hour basis.
- (b) Off duty attendance at Board of Education and Township functions and functions of other organizations such as athletic contests, dances, etc., overtime shall be paid at the rate of five (\$5.00) dollars per hour or straight time hourly earnings, whichever is higher.
- Board of Education and Township functions, the Township shall distribute such overtime fairly and equitably and, wherever and whenever feasible and practicable, shall assign such overtime on a seniority basis with adequate advance notice. In assignments to Board of Education and Township functions, the Township will continue its present policy of first seeking volunteers before assigning employees to the functions. If there are no volunteers for the functions, the Township shall assign employees to the functions, but in no event shall the Township assign an employee to the functions who is on his day off except in extremely emergent circumstances.
- (d) In computing the amount of overtime for any duties specified above, time worked shall be computed from the

time the employee reports for duty to the desk officer until such time as he reports off duty with the desk officer.

(e) Paid overtime at the rate of time and one half for all time over 8 hours on a duty day. Overtime over an 8 hour work day is hereby defined as being called into duty with the approval of the officer's superior officer or being kept over the prescribed 8 hour work day with the approval of the officer's superior officer or being ordered into duty. It is understood by both parties that when an officer works over his normal 8-hour tour of duty on his own, he is not to be reimbursed.

ARTICLE XXIII: WAGES

Under the salary grade scale, Police Department

- 1. A Lieutenant would start at grade 10
 step 2 \$12,362.00
- 2. A Captain would start at grade 10
 step 3 \$12,609.00
- 3. A Deputy Chief would start at grade ll step 2 \$12,861.00
- 4. A Chief of Police would start at grade 11 step 3 \$13,118.00

All starting salaries retroactive to January 1, 1973. Under the adopted salary grade scale, an officer would receive or not receive an evaluation raise by steps so accorded every six months beginning July 1, 1973.

ARTICLE XXIV: OUTSIDE EMPLOYMENT

Employees may engage in outside employment under the regulations and condition contained in the Township Police Manuel dated 1972.

ARTICLE XXV: UNUSED SICK TIME

Reimbursement at the rate of \$20.00 per day for each unused sick day, commencing January 1, 1973, and to be paid upon retirement or death before retirement.

ARTICLE XXVI: MOTOR POOL

A two car motor pool to be available for officers of the rank of Lieutenant and above.

ARTICLE XXVII: EXPENSE ACCOUNT

Expense accounts for Lieutenants and above to be used on a petty cash basis; not to exceed twenty-five (\$25.00) dollars at any one time; and, a receipt to be turned in before reimbursement is made.

ARTICLE XXVIII: UNIFORMS

Option in uniforms; that superior officers, when not performing in a line capacity during his tour of duty, be permitted to wear the type (civilian) dress such as that of a blazer with Township of Gloucester emblem displayed in lieu of a regular uniform.

ARTICLE XXIX: EVALUATION

An evaluation program beginning July 1, 1973, with the option of a one increment pay increase per 20 credits in an approved Law Enforcement Cirriculum up to a 60 credit maximum to be added upon at the discretion of the Township Manager.

ARTICLE XXX: TERMS AND CONDITIONS

This AGREEMENT shall be in full force and effect from January 1, 1973, through and including the 31st day of December, 1973. If either party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than one hundred twenty (120) days prior to such expiration date.

The AGREEMENT shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event the agreement shall terminate five (5) days following receipt of such notice.

Collective negotiations on the terms of a new agreement shall commence no later than December 1, 1973.

MAYOR Athu To Calabres

TOWNSHIP MANAGER

S.O.N.C.

NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 27, 1977

(Confidential)

			Job Class	
How Long on Present Job?		ong sent Job? Lo	Location or Dept	
analyze employe the employee's p	e's performance. Study each performance. Where necessar and summarize on back. CATION	n factor and the descriptiony, make comment below any	n of each <u>degree.</u> Place an v factor to explain your evalue	X in the square which mation. After completion, c
erroko self-reflance	Grasps situation and goes to work without hesitation	Works independently often; seldom waits for orders	Usually waits for instructions; follows others	Does only what is specifically instructed to do
initiative:				
<u>3:007Y</u> to accept ; to fellow through)	Outstanding ability to perform with little supervision	Willing and able to accept responsibility; little checking required	Usually follows instructions; normal follow-up	Refuses or unable to carry responsibility: needs constant follow-up
n Dependability:				
DGE OF WORK owidage of job; Dy it)	Knows job thoroughly: rarely needs help	Knows job well; seldom	Knows job fairly well: requires instructions	Little knowledge of job: requires constant help
n Knowledge:				
de or direct	Others naturally follow his example or direction; obtains good results from others	Willingly assumes guidance of others: is fairly well accepted · ·	Is accepted reluctantly by his group as a guide or example; gets fluctuating results	Shows no aptitude or skill in leadership
on Leadership:	Nom others			
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The person being reviewed shall sign below, indicating he has been made aware of this performanace rating. His signature does not necessarily mean that he agrees with the rating.

S.O.N.C. UNIT

(Lieutenants on UP)

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S.O.N.C Unit Page Two March 24, 1973

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