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AGREEMENT FOR NON-SUPERVISORY EMPLOYEES

AGREEMENT between the Township of Cherry Hill, in the County of Camden, hereinafter called "Township" and Victor Taylor, Esquire, and Toll, Friedman & Pinsky, Esquires, hereinafter called "Bargaining Agent", made and entered into this 13th day of December, 1971,

W I T N E S S E T H:

1. Pursuant to Chapter 303, of the Public Laws of New Jersey of 1968, Township hereby recognizes Bargaining Agent as the exclusive representative of the non-supervisory police officers of the Township, hereinafter called "employees" or "employee", for the purpose of collective negotiation concerning the terms and conditions of employment of the employees in such unit. Non-supervisory police officers comprise patrolmen, corporals and detectives. Supervisory employees from sergeant up are not included in this unit.

2. The salary scale of all employees for the calendar year 1971 shall be in accordance with the following:

STEP	1	2	3	4	5
Patrolman	7735	8130	8738	9175	10200
Corporal	7935	8330	8938	9375	10400
Detective	8738	9175	9635	10418	11425

3. Each employee hired before December 1, 1970, shall receive a merit increase of one step within the range of the employee's grade above the step of the previous salary scale which he occupied in 1970, effective January 1, 1971, unless said employee is at the maximum step. Subsequent increases shall become effective on January 1 of each succeeding year subject to the provisions of paragraph 5.

4. Each employee hired after December 1, 1970, shall receive a merit increase of one step within the range of the employee's grade effective on the anniversary date of his employment by the Township.

5. The salaries of patrolmen and detectives for the calendar year 1972 shall be based upon the scale set forth in paragraph 2 adjusted by a cost of living increase determined as hereinafter provided with merit increases where authorized. Merit increases will be granted unless negated by the procedure and administrative action specified herein. The authorization of merit increases is recognized to be a Township management function. However, in order to assure fair play, the procedure by which Township shall determine merit increases, shall be negotiated by a committee of 4 with 2 members selected by Township and 2 members selected by Bargaining Agent. If the committee is unable to agree within 90 days, they shall appoint a mutually agreeable 5th member whose decision shall be binding. The salaries of corporals shall for the calendar year 1972 be \$200 over the 1972 salary steps of patrolmen, as computed by the formula set forth in paragraph 2.

6. Employees called for special duty on other than their regular shift shall be paid for all hours worked, at one and one-half times their regular hourly rate.

7. Employees held over on their regular shift, with the approval or at the request of their supervisor, shall be paid as follows: for the first quarter-hour, no additional pay; for all other hours worked, at one and one-half times their regular hourly rate.

8. Employees will be paid on a weekly basis.

9. A clothing allowance for employees required to wear civilian clothes shall be paid in the amount of \$300 for 1971 and \$300 for 1972.

10. Unless compensatory time off is granted for court duty, payment shall be made at the rate of \$2.50 per hour for such duty.

11. Payment shall be made for compensatory time earned on or before December 31 of the year in which earned or at the request of the employee with the consent of the department head, the compensatory time earned may be accumulated and taken when directed by the department head.

12. The following annual leave with pay shall be granted each calendar year except for the first calendar year in the case of personnel employed after June 30:

- a. First calendar year - one schedule working week
- b. Second through seventh calendar year, inclusive - two schedule working weeks
- c. Eighth through fifteenth calendar years, inclusive - three schedule working weeks
- d. In each calendar year thereafter - four schedule working weeks

The accumulation of annual leave shall only be permitted at the discretion of the department head. If accumulation is permitted, it must be utilized as compensatory days in the ensuing calendar year at such times as the needs of division operations will permit. Compensation in lieu of annual leave at the then current rate shall be granted only in the case of permanent separation in good standing, for the portion then earned. An annual leave schedule shall be prepared by each division head in compliance

with the preceding, with due consideration for the conduct of the divisional operations, the desires of employees, seniority, performance ratings, dates of filing request and similar factors.

As compensatory time off in lieu of official holidays, each officer shall be granted eight (8) workings days of annual leave to be used at a time approved by the division head.

13. Employees who are temporarily unable to work by reason of injury or illness shall nevertheless be entitled to receive compensation to the following extent during the period of their disability.

a. Each employee shall be entitled to receive fifteen (15) working days paid sick leave per year of employment as the result of a certificate of the patient's attending physician evidencing the employee's incapacity for duty during the period of allowance. Such certificate may be waived at the discretion of the Director. The Director may also, at his discretion, require a certificate from the official Township Physician.

b. Such sick leave allowances as are unused by an employee shall accumulate to his credit during his entire period of service with the Township beginning January 1, 1965.

c. Every employee shall be assumed to have used one-half of his sick leave allowance during the period of his employment prior to January 1, 1965, and shall thereby start with an accumulated sick leave allowance equal to the number of his prior years of service times seven and one-half ( $7\frac{1}{2}$ ) days. However, all unused sick leave allowances earned after January 1, 1965 must first be used before using any of that accumulated prior to January 1, 1965.

14. At the time of retirement, an employee shall be entitled to receive severance pay at his most recent rate, in an amount equal to his remaining unused sick leave, accumulated after January 1, 1965, provided such retirement shall be in good standing under the terms of the New Jersey Pension Laws for Police Officers. In order to be eligible for such severance pay in any calendar year, an employee shall notify the Township Manager, in writing, of his intention to retire. Such notification must be received on or before November 1 of the year preceding that in which retirement is contemplated. Such notice provision shall not apply to any employee who retires because of conditions not known or reasonably foreseeable by the employee on or before November 1 of the notice year.

15. If an injury is suffered by an employee which is determined to be compensable under Workmen's Compensation laws of the State of New Jersey, the Township shall pay the difference between the employee's normal full pay and the temporary Workmen's Compensation benefits received so long as the employee continues to receive temporary disability benefits. In such cases, no charge shall be made against the accumulation of sick leave allowances except for the severance pay provision under paragraphs 4 and 5 (pages 7 and 8) of the "Policies, Rules and Regulations Relating to Full-Time Township Employees", adopted in May, 1971, whether they are in effect or not. For the purposes of said paragraphs 4 and 5, the accumulation of unused sick leave in Workmen's Compensation cases, shall have deducted from it the proportion of days which the Township has paid during the period of temporary disability.

16. The cost of living increase for 1972 shall be determined by using the October 1970 and October 1971 figures issued by the United States Department of Labor, Bureau of Labor Statistics in its monthly labor review, consumer price index covering consumer prices -- all items. The figures used shall be those on the 1957 to 1959 base for the Philadelphia area. The rate shall be established by a formula in which the divisor is the October 1970 figure and the dividend is the number of points difference between October 1970 and October 1971.

17. This agreement shall be effective for the calendar years 1971 and 1972. It 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 such matter whether or not covered by 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.

18. Township hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitutions of the Township of Cherry Hill, State of New Jersey and the United States.

IN WITNESS WHEREOF, Township and Bargaining Agent have caused this agreement to be signed and sealed the day and year first written above.

(Corporate Seal)

THE TOWNSHIP OF CHERRY HILL  
IN THE COUNTY OF CAMDEN

Attest:

By: [Signature]  
Mayor

[Signature]  
Township Clerk

[Signature]  
Witness

By: [Signature]  
BARGAINING AGENT  
Victor Taylor

TOLL, FRIEDMAN & PINSKY

By: [Signature]  
Nathan A. Friedman

3-0260

04-12

F.O.P.  
Recd. 75-7-19

THIS DOES NOT  
CIRCULATE  
A G R E E M E N T

Between:

TOWNSHIP OF CHERRY HILL,  
CAMDEN COUNTY, NEW JERSEY

and

FRATERNAL ORDER OF POLICE,  
CHERRY HILL LODGE #28

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January 1, 1975, through December 31, 1976  
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PREAMBLE

This Agreement entered into this        day of                        , 1975,  
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 FRATERNAL ORDER OF POLICE, CHERRY  
HILL LODGE #28, (hereinafter called the "Lodge").

ARTICLE I

RECOGNITION

A. The Township, pursuant to Public Employment Relations Commission Docket No. RO-889, recognizes the Lodge as the representative for the purposes of collective negotiations for all Patrolmen, Corporals, and Detectives employed in the Bureau of Police, 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 titles of Policeman, Patrolman, or Police 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 Lodge against any employee because of the employee's membership or non-membership in the Lodge. Neither the Township nor the Lodge shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE III

LODGE RIGHTS AND RESPONSIBILITIES

A. Authorized representatives of the Lodge, whose names shall be filed in writing with the Township Manager, 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 Director of Public Safety, or his designee, on condition that such prior approval shall not be unreasonably withheld. At least one (1) authorized F.O.P. representative shall be granted such permission. The Lodge representative shall not unreasonably interfere with the normal conduct of the work within the police facility.

B. Official delegates of the Lodge up to a maximum of three (3) will be granted administrative leave with pay in accordance with the provisions of N. J.S.A. 11:26C-4 for the purposes set forth therein.

C. Up to a maximum of three (3) authorized Lodge 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.

D. The President, or in his absence, the First Vice President of the Lodge shall have the right while on duty to investigate and process grievances and to attend F.O.P. functions upon direct application to the Director of Public Safety, or his designee.

E. Copies of disciplinary charges or other notices relating to disciplinary action, shall be furnished to the Lodge upon written authorization to the Township by the employee. The Township shall maintain a file of written refusals by members to authorize the Township to forward such documents to the Lodge.

F. The Lodge 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 Lodge 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 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;

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, authority, duties or other responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment 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, in 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 Lodge 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 F.O.P. 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 an other 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 F.O.P. or 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 Bureau 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 F.O.P. 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 F.O.P. on behalf of an aggrieved employee or employees or the Township shall institute

Grievance Procedure continued:

action under the provisions hereof within fifteen (15) days of the occurrence of the grievance, 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 two (2) 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 F.O.P. shall, in writing and signed, file his grievance with the supervisory officer at the next level of command within the Bureau, within five (5) days of a decision at Step One.

(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 five (5) days of the supervisor's decision, file his written grievance with the Director of Public Safety.

(b) The Director of Public Safety shall review the matter and make a determination within ten (10) days from receipt of the grievance.

Grievance Procedure continued:

Step Four:

(a) In the event a satisfactory settlement has not been reached at Step Three, the grievant may within five (5) days of the Director's decision, file his written grievance with the Township Manager.

(b) The Township Manager shall review the decision of the Director of Public Safety and within twenty (20) 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 F.O.P. may within ten (10) working days of the Township Manager's decision request 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) days after the final decision by the Township Manager. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The F.O.P. 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, and shall have the authority to recommend remedying the grievance. In formulating his decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

Grievance Procedure continued:

(d) The costs for the services of the arbitrator shall be borne equally between the Township and the F.O.P., unless the F.O.P. elects to withdraw, in which case any fees of the A.A.A. shall be paid by the F.O.P. Any other expenses incurred, 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 Lodge shall be filed by the Lodge and by the Lodge 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 Lodge 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 Lodge 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.

ARTICLE VIII

COMPENSATION

A. Effective January 1, 1975, and thereafter all employees covered by this Agreement shall be entitled to receive the wage rates for their particular job title as noted in Schedule A.



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 ones duties by reason of injury, illness or disease.
- C. Unused sick leave shall accumulated 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 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 Workmen'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 of Arts degree in police science, administration or related field of study as designated by the institution of higher learning as being within their law enforcement degree program.
- B. Each employee shall be compensated at the rate of one dollar (\$1.00) 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 Director of Public Safety.
- 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 Associate of Arts Degree. The employee may make application to the Director for relief from the provisions of this section.
- E. Credits earned prior to appointment to the Department shall not be compensated for until the attainment of the next highest degree, either the Associate of Arts 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 Director or his designee provided such request has been made through channels and in conformance with the needs of the Bureau.

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. Employees 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 rate retroactive to the first minute. |

B. Employees may be recalled to duty and shall be compensated at the employees option to be exercised (in writing) at the time of the recall for all such hours at one and one-half (1 1/2) times their regular rate of pay or at straight time rates in compensatory time off.

C. Court appearances, required by the Township, shall be compensated at the employees option to be exercised in writing at the time of the Court appearance in straight time compensatory time off or at the rate of pay of three dollars (\$3.00) per hour.

D. 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 the approval of the Department Head.

Article XII continued:

E. 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.

ARTICLE XIII

CLOTHING ALLOWANCE

A. All non-uniformed employees holding the permanent title of Detective shall receive an annual clothing allowance in 1975 and in 1976 of three hundred dollars (\$300.00).

B. Persons who act in or are temporarily assigned to the position of Detective 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.

ARTICLE XIV

HOLIDAYS

A. In lieu of official paid holidays each employee shall be granted ten (10) days off scheduled in the discretion of the Division Head subject to the approval of the Department Head.

B. Holidays earned in one 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 XV

VACATIONS

A. Each employee shall be entitled to annual vacation leave

with pay in accordance with the following schedule:

- |    |  |                                  |
|----|--|----------------------------------|
| 1. | During the first calendar year of employment if appointed after June 30                      | 0 days                           |
| 2. | During the first calendar year of employment if appointed prior to June 30                   | one (1) schedule working week    |
| 3. | From the second (2nd) through and including the seventh (7th) calendar year of employment    | two (2) schedule working weeks   |
| 4. | From the eighth (8th) through and including the fifteenth (15th) calendar year of employment | three (3) schedule working weeks |
| 5. | From and after the sixteenth (16th) calendar year of employment                              | four (4) schedule 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 Township Manager, 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 accord with the provisions of this Article.



ARTICLE XVI

SEPARATION, DEATH & RETIREMENT

A. Employees shall retain all pension rights as police officers under New Jersey laws and Township Municipal Ordinances.

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 shall be computed at the rate of pay at the time of his retirement based upon the base annual compensation.

C. Employees intending to retire on other than disability pension shall accordingly notify the Director of Public Safety, 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.

Article XVI continued:

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 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 after the fifteenth (15th) of the month. Benefits shall be pro-rated on the calendar year from January 1 through December 31.

G. Separation shall be defined as any permanent cessation of employment but shall not be deemed to include temporary leaves of absence, vacations, layoffs or other temporary leaves.

ARTICLE XVII

SERVICE RECORDS

A. Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment.

ARTICLE XVIII

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 Lodge for the purpose of posting Lodge announcements and other relevant information. The Director, or his designee, may have removed from the bulletin board any irrelevant material after notice to the Lodge President.

ARTICLE XIX

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 the day of interment, inclusive. The immediate family shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents, brothers- or sisters-in-law and other residents residing in the employee's home.

B. Proof of death may be required in the Township's discretion.

ARTICLE XX

TRAVEL EXPENSE

A. Employees shall be reimbursed at the rate of fourteen cents (14¢) per mile for all approved travel expense while using a personal vehicle and shall be reimbursed for all other travel expense in connection with their official duties.

ARTICLE XXI

HOSPITALIZATION

A. All hospital and medical benefits currently provided to employees and their families by the Township shall be retained.

ARTICLE XXII  
MILITARY LEAVE

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 allowances, 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 XXIII

PERSONAL DAYS

A. Employees shall enjoy at their request two (2) paid personal leave days per year provided written notice is made two (2) days in advance of such leave. Such leave shall be granted subject to the manpower needs of the Department. The two (2) days written notice may be waived in the discretion of the Department Head in the event of a personal emergency.

ARTICLE XXIV

STATUTORY AND LEGAL RIGHTS

A. Nothing contained herein shall be construed to deny or restrict the Township or the employees from the exercise of its or their rights under R.S. 34:13A, RS. 40, 40A or any other National, State, County or local laws or ordinances pertaining to the employees covered by this Agreement.

ARTICLE XXV

ORDINANCES, RESOLUTIONS AND POLICIES

A. The provisions of all ordinances, resolutions and written directives of the Director of Public Safety promulgated since January 1973 relating to terms and conditions of employees covered by this Agreement and not set forth in this Agreement shall remain in effect during this Agreement.

ARTICLE XXVI  
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 XXVII

SUPERCEDING CLAUSE

A. This agreement supercedes 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 XXVIII  
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 such matter whether or not covered by 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 XXIX  
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1975, and shall be in effect to and including December 31, 1976. The parties shall commence negotiations one hundred fifty (150) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Cherry Hill, New Jersey on this        day of        1975.

FRATERNAL ORDER OF POLICE  
CHERRY HILL LODGE #28

By: *Jose Angelo Pres.*  
\_\_\_\_\_  
\_\_\_\_\_

TOWNSHIP OF CHERRY HILL,  
CAMDEN COUNTY, NEW JERSEY

By: *John Rocco*  
John Rocco, Mayor  
*Carrol F. Pickens*  
Carrol F. Pickens, Township  
Manager  
*Thomas O'Rourke*  
Thomas O'Rourke, Director of  
Public Safety

SCHEDULE A

1. Salaries shall be paid as follows effective from the

dates shown:

	<u>1/1/75</u>	<u>7/1/75</u>	<u>1/1/76</u>	<u>7/1/76</u>
Patrolman				
First Year	9,852.00	10,552.00	11,302.00	12,102.00
Second Year	10,276.00	10,976.00	11,726.00	12,526.00
Third Year	10,994.00	11,644.00	12,394.00	13,194.00
Fourth Year	11,424.00	12,124.00	12,874.00	13,674.00
Fifth Year and Thereafter	12,551.00	13,251.00	14,001.00	14,801.00
Corporal	12,951.00	13,651.00	14,401.00	15,201.00
Detective	13,898.00	14,598.00	15,348.00	16,148.00



THIS DOES NOT  
CIRCULATE

A G R E E M E N T

Between:

TOWNSHIP OF CHERRY HILL,  
CAMDEN COUNTY, NEW JERSEY

and

FRATERNAL ORDER OF POLICE,  
CHERRY HILL LODGE #28 ✓

Police men

LIBRARY  
Institute of Management and  
OCT 19 1978  
RUTGERS UNIVERSITY

-----  
January 1, 1977 through December 31, 1979  
-----

R. H. Messerman  
Ess. (2)

97-79

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PREAMBLE

This Agreement entered into this <sup>9<sup>th</sup></sup> day of November, 1977, 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 FRATERNAL ORDER OF POLICE, CHERRY HILL LODGE #28, (hereinafter called the "Lodge").

ARTICLE I  
RECOGNITION

A. The Township, pursuant to Public Employment Relations Commission Docket No. RO-889, recognizes the Lodge as the representative for the purposes of collective negotiations for all Patrolmen, Corporals, and Detectives employed in the Bureau of Police, 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 titles of Policeman, Patrolman, or Police 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 Lodge against any employee because of the employee's membership or non-membership in the Lodge. Neither the Township nor the Lodge shall discriminate against any employee because of race, creed, color, age, sex or national origin.

ARTICLE III

LODGE RIGHTS and RESPONSIBILITIES

A. Authorized representatives of the Lodge, whose names shall be filed in writing with the Township manager, 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 F.O.P. representative shall be granted such permission. The Lodge representatives shall not unreasonably interfere with the normal conduct of the work within the police facility.

B. Official delegates of the Lodge up to a maximum of four (4) will be granted administrative leave with pay in accordance with the provisions of N.J.S.A. 11:26C-4 for the purposes set forth therein.

C. Up to a maximum of three (3) authorized Lodge 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.

D. The President, or in his absence, any designated member of the Lodge shall have the right while on duty to investigate and process grievances and to attend F.O.P. functions upon direct application to the Chief of Police, or his designee.

Article III continued:

E. Copies of disciplinary charges or other notices relating to disciplinary action, shall be furnished to the Lodge upon written authorization to the Township by the employee. The Township shall maintain a file of written refusals by members to authorize the Township to forward such documents to the Lodge.

F. The Lodge 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 Lodge 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 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;

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, authority, duties or other responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment 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, in 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 Lodge 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, sick-out, walkout or other illegal job action against the Township.

C. The F.O.P. 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 an other employee or group of employees of the Township.

D. In the event of a strike, slowdown, work stoppage, sick-out, 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.

Article VI continued:

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 F.O.P. or its members.

F. "Sick-Out" shall be defined as the unexcused absence of forty (40) per cent or more of the members of the Bargaining Unit scheduled and assigned for each scheduled work shift during a twenty-four (24) hour work period. A 24 hour work period shall be comprised of three (3) scheduled eight (8) hour shifts.

Upon the occurrence of a "sick-out" as defined above, each member who has reported in sick shall be examined by a physician of his choice within 24 hours of the time reporting sick and such member shall submit a report from said physician indicating the nature of the employee's illness and recommendations therefore. Said report is to be delivered to the Chief of Police within 24 hours of the time of his examination by his physician.

A determination of whether such employee is of sufficient good health to carry out his assigned duties shall be made by Chief of Police taking into account said physician's report and recommendations. A determination that such employee is not of sufficient good health to carry out his assigned duties shall be an excused absence.

In the event that the Chief of Police determines that the employee was in sufficient good health to carry out his assigned duties, said employee shall be subject to disciplinary action up to dismissal. Procedures as outlined in the Police Disciplinary Code shall govern, except that the Township Manager's decision may be

Article VI continued:

appealed to Binding Arbitration. Said appeal must be filed within ten (10) working days of the Township Manager's decision. The arbitrator shall be chosen in accordance with the rules of the American Arbitration Association. The costs shall be borne equally between the Township and the appealing party.

G. Notwithstanding the provisions of Article VI, Sections B, D, and F, any disciplinary action which resulted from or which may result from the sick-out which took place on or about September 19 - September 23, 1977, shall be subject to maximum penalties of suspensions. It is further understood that no employee covered by this Agreement will be terminated as a result of calling in sick and/or otherwise participating in the sick-out which took place on or about September 19 - 23, 1977.

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 Bureau 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 F.O.P. 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 F.O.P. on behalf

Grievance Procedure continued:

of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within thirty (30) days of the occurrence of the grievance, 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 thirty (30) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievance 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 F.O.P. shall, in writing and signed, file his grievance with the supervisory officer at the next level of command within the Bureau, within five (5) days of a decision of Step One.

(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 five (5) days of the supervisor's decision, file his written grievance with the Chief of Police.

Grievance Procedure continued:

(b) The Chief of Police shall review the matter and make a determination within ten (10) days from receipt of the grievance.

Step Four:

(a) In the event a satisfactory settlement has not been reached at Step Three, the grievant may within five (5) days of the Chief's decision, file his written grievance with the Township Manager.

(b) The Township Manager shall review the decision of the Chief of Police and within twenty (20) 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 F.O.P. may within ten (10) working days of the Township Manager's decision request 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) days after the final decision by the Township Manager. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The F.O.P. shall pay whatever costs it may have incurred in processing the case to arbitration.



Grievance Procedure continued:

(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, and shall have the authority to recommend remedying the grievance. 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 the F.O.P., unless the F.O.P. elects to withdraw, in which case any fees of the A.A.A. shall be paid by the F.O.P. Any other expenses incurred, 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 Lodge shall be filed by the Lodge and by the Lodge only at Step Three.

Grievance Procedure continued:

(h) The Township reserves the right to file in writing a grievance on its behalf with the Executive Board of the Lodge 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 Lodge Executive Board, the Township may then proceed to the final Step of the Grievance Procedure.

(i) Time limits may be extended by the parties by written mutual agreement.

ARTICLE VIII

COMPENSATION

A. Effective on the date of execution of this Agreement and thereafter, all employees on active duty covered by this Agreement shall be entitled to receive the wage rates for their particular job title as noted in Schedule A, retroactive to January 1, 1977.

B. Effective January 1, 1978, the wage rates for 1977 shall be increased by the amount of the increase in the Consumer-Price Index for the Philadelphia-Metropolitan area (issued by the United States Dept. of Labor) for the twelve (12) month period, ending September 30, 1977, as noted in Schedule A.

C. Wages and fringe benefits, both economic and non-economic, as received by the members of the Bargaining Unit for the second year of this Agreement, being 1978, shall be re-negotiated for the third year of this Agreement, commencing January 1, 1979 and ending December 31, 1979. The terms and conditions of this Agreement shall remain in full force and effect until a subsequent Agreement as to wages and fringe benefits, both economic and non-economic is negotiated and executed.

D. The re-negotiations referred to herein shall be subject to the provisions for compulsory binding arbitration as provided by "New Jersey Employer-Employee Relations Act".

E. Notice of intention to re-negotiate for the calendar year 1979 as provided for in Section C of this Article, 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, 1979.

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 ones 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 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 Workmen'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 of Arts degree in police science, administration or related field of study as designated by the institution of higher learning as being within their law enforcement degree program.

B. Each employee shall be compensated at the rate of one dollar (\$1.00) 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 Director of Public Safety or 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 Associate of Arts Degree. The employee may make application to the Chief of Police for relief from the provisions of this section.

E. Credits earned prior to appointment to the Department shall not be compensated for until the attainment of the next highest degree, either the Associate of Arts or the Bachelor's.

Article X continued:

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 Bureau.

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. Employees 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 rate retroactive to the first minute.

B. Employees may be recalled to duty and shall be compensated at the employees option to be exercised (in writing) at the time of the recall for all such hours at one and one-half (1 1/2) times their regular rate of pay or at straight time rates in compensatory time off.

C. Court appearances, required by the Township, shall be compensated at the employees option to be exercised in writing at the time of the Court appearance in straight time compensatory time off or at the rate of pay of three dollars (\$3.00) per hour.

D. 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, which approval may not be arbitrarily denied.



Article XII continued:

In the event of such accumulation that time off must be taken subject to the approval of the Department Head.

E. 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.

ARTICLE XIII

CLOTHING ALLOWANCE

A. All non-uniformed employees holding the permanent title of Detective shall receive an annual clothing allowance of three hundred dollars (\$300.00).

B. Persons who act in or are temporarily assigned to the position of Detective 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.

ARTICLE XIV

HOLIDAYS

A. In lieu of official paid holidays each employee shall be granted ten (10) days off scheduled in the discretion of the Chief of Police or his designee.

B. Holidays earned in one 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 XV

VACATIONS

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

1. During the first calendar year of employment if appointed after June 30 0 days
2. During the first calendar year of employment if appointed prior to June 30 one (1) schedule working week
3. From the second (2nd) through and including the seventh (7th) calendar year of employment two (2) schedule working weeks
4. From the eighth (8th) through and including the fifteenth (15th) calendar year of employment three (3) schedule working weeks
5. From and after the sixteenth (16th) calendar year of employment four (4) schedule 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 Township Manager, 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 accord with the provisions of this Article.

ARTICLE XVI

SEPARATION, DEATH & RETIREMENT

A. Employees shall retain all pension rights as police officers under New Jersey laws and Township Municipal Ordinances.

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 shall be computed at the rate of pay at the time of his retirement based upon the base annual compensation.

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.

Article XVI continued:

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 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, vacations, layoffs or other temporary leaves.

ARTICLE XVII

SERVICE RECORDS

A. Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment.

ARTICLE XVIII

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 Lodge for the purpose of posting Lodge announcements and other relevant information. The Chief, or his designee, may have removed from the bulletin board any irrelevant material after notice to the Lodge President.



ARTICLE XIX

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 the day of interment, inclusive. The immediate family shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents, brothers or sisters-in-law and other residents residing in the employee's home.

B. Proof of death may be required in the Township's discretion.

ARTICLE XX

TRAVEL EXPENSE

A. Employees shall be reimbursed at the rate of fourteen cents (14¢) per mile for all approved travel expense while using a personal vehicle and shall be reimbursed for all other travel expense in connection with their official duties.

ARTICLE XXI

HOSPITALIZATION

A. All hospital and medical benefits currently provided to employees and their families by the Township shall be retained.

ARTICLE XXII

MILITARY LEAVE

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 allowances, 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 XXIII

PERSONAL DAYS

A. Employees shall enjoy at their request two (2) paid personal leave days per year provided written notice is made two (2) days in advance of such leave. Such leave shall be granted subject to the manpower needs of the Department. The two (2) days written notice may be waived in the discretion of the Department Head in the event of a personal emergency.

ARTICLE XXIV

STATUTORY AND LEGAL RIGHTS

A. Nothing contained herein shall be construed to deny or restrict the Township or the employees from the exercise of its or their rights under R.S. 34:13A, RS. 40, 40A or any other National, State, County or local laws or ordinances pertaining to the employees covered by this Agreement.

ARTICLE XXV

ORDINANCES, RESOLUTIONS AND POLICIES

A. The provisions of all ordinances, resolutions and written directives of the Director of Public Safety and/or Chief of Police promulgated since January 1973 relating to terms and conditions of employees covered by this Agreement and not set forth in this Agreement shall remain in effect during this Agreement.

ARTICLE XXVI

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 XXVII

SUPERCEDING CLAUSE

A. This Agreement supercedes 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 XXVIII

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 such matter unless otherwise herein specifically provided for whether or not covered by 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 XXIX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1977, unless otherwise provided, and shall be in effect to and including December 31, 1979. The parties shall commence negotiations one hundred fifty (150) days prior to the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Cherry Hill, New Jersey on this 9<sup>th</sup> day of November, 1977.

FRATERNAL ORDER OF POLICE  
CHERRY HILL LODGE #28

TOWNSHIP OF CHERRY HILL  
CAMDEN COUNTY, NEW JERSEY

By: Robert Hesser  
Robert Hesser, President

Howard Croneberger  
Howard Croneberger

David Maitland  
David Maitland

John Szalanski  
John Szalanski

By: Maria Barnaby Greenwald  
Maria Barnaby Greenwald, Mayor

Lewis M. Weinstein  
Lewis M. Weinstein,  
Township Manager

By: Robert J. Tonczyczyn  
Robert J. Tonczyczyn,  
Chief of Police

SCHEDULE A

1. Salaries shall be paid as follows effective from the dates shown:

	<u>1977</u> <u>Retroactive to 1/1/77</u>	<u>1978</u> <u>Effective 1/1/78</u>
Patrolman		
First Year	\$13,102.00	\$14,006.00
Second Year	13,526.00	14,459.00
Third Year	14,194.00	15,173.00
Fourth Year	14,674.00	15,686.00
Fifth Year and Thereafter	15,801.00	16,891.00
Corporal	\$16,201.00	\$17,318.00
Detective	\$17,148.00	\$18,331.00