

AGREEMENT BETWEEN

TOWNSHIP OF CHERRY HILL

CAMDEN COUNTY, NEW JERSEY

AND THE

CHERRY HILL POLICE DEPARTMENT

SUPERIOR OFFICERS ASSOCIATION

June 23, 2011 – December 31, 2013

WHEREAS, the CHERRY HILL SUPERIOR OFFICERS' ASSOCIATION [hereinafter called the "Association"] and the **TOWNSHIP OF CHERRY HILL** [hereinafter called the "Township"] desire to clarify their understandings reached for a successive collective bargaining contract for the term June 23, 2011 through December 31, 2013, and the parties put forth the following mutual agreements.

PREAMBLE

THIS AGREEMENT entered into this 23 day of June, 2011, by and between the **TOWNSHIP OF CHERRY HILL**, in the County of Camden, New Jersey, a municipal corporation of the State of New Jersey, and **CHERRY HILL SUPERIOR OFFICERS' ASSOCIATION** (hereinafter called the "Association").

ARTICLE I

RECOGNITION

- A.** The Township, pursuant to Public Employment Relations Commission Docket No. RO-889, recognizes the Association as the representative for the purposes of collective negotiations for all sergeants, lieutenants and captains employed in the Police Department, but excluding special police, school crossing guards, police reserve, dispatchers, managerial executives, confidential employees, professional employees and craftsmen within the meaning of the Act, and all other employees of the Township of Cherry Hill.

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

ARTICLE II

NON-DISCRIMINATION

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

ARTICLE III

ASSOCIATION RIGHTS & RESPONSIBILITIES

- A. Authorized representatives of the Association, whose names shall be filed in writing with the Business Administrator, or his/her 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/her designee, on condition that such prior approval shall not be unreasonably withheld. At least one (1) authorized representative shall be granted such permission. The representative shall not unreasonably interfere with the normal conduct of the work within the police facility.
- B. Up to a maximum of three (3) authorized representatives shall be excused from their normal duties to participate in negotiations for the renewal of this Agreement

or the execution of a new Agreement. Such representatives shall attend negotiations session, if on duty, in the appropriate uniform and be available for duty in the event the need arises.

- C. The President, or in his/her absence, the Vice President of the Association shall have the right while on duty to investigate and process grievances and to attend Association functions upon direct application to the Chief of Police or his/her designee.
- D. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Association upon written request.
- E. The Association will be responsible for acquainting its members with the provisions of this Agreement, and shall be responsible insofar as possible for the adherence to the terms of this Agreement by such members, and the Association recognizes that the conditions set forth in this Article shall be subject to the mission of the Township.

ARTICLE IV

MANAGEMENT RIGHTS

- A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States including, but without limiting the generality of the foregoing, the following rights:
 - 1. To the executive management and administration control of the Township government and its properties and facilities and the activities of its employees;

2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. Pursuant to the Laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, duties or other responsibilities of the Township, the adoption of policies, rules, regulations and practices 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, at the discretion of the Township, be granted for good cause to any employee who has been employed for a period of ninety (90) days after the probationary period.
- B.** Maternity Leave: Upon presentation of proof of pregnancy, a female Officer will be relieved of her street duties and assigned to an in-house function by the Chief of Police. The female Officer will receive one (1) month leave of absence with pay after the birth of her child.
- C.** Any male Officer shall be eligible for a paternity leave with pay for one (1) work week immediately after the birth of his child.
- D.** Family/Medical leaves of absence will be granted in accordance with the

provisions of the "Federal Family and Medical Leave Act" (hereinafter FMLA) and the "New Jersey Leave Act" (hereinafter NJFLA) and the regulations promulgated pursuant to those statutes, as well as a Family Leave Policy adopted by the Township of Cherry Hill. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the Township will grant leave in accordance with the provisions of each statute, and the judicial decisions interpreting the requirements of each statute. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave, vacation and administrative leave concurrent with the approved leave. Employees will also be required to take FMLA leaves and NJFLA leaves concurrently when possible under the statutes. The Township retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE VI

MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the Township's Department and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.
- B. Neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty or stoppage of work or

abstinence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slowdown, walkout or other illegal job action against the Township.

- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by another employee or group of employees of the Township.
- D. In the event of a strike, slowdown, work stoppage or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any legal and statutory remedies.
- E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its rights to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members.

ARTICLE VII

GRIEVANCE PROCEDURE

A. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be construed as limiting the right of any employee

having a grievance to discuss the matter informally with any appropriate member of the departmental staff.

3. Nothing herein shall be deemed to deny the employees of their statutory or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resorting to the Grievance Procedure.

B. DEFINITION

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

C. STEPS OF THE GRIEVANCE PROCEDURE

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

Step One

An aggrieved employee or the Association on behalf of an aggrieved employee or employees or the Township shall institute action under the provisions hereof within fifteen (15) days of the occurrence of the grievance, or within fifteen (15) days of the date when the officer should have known of the occurrence, and an earnest effort shall be made to settle the differences between the aggrieved employee and his/her immediate supervisor, for the purpose of resolving the matter informally. Failure to act

within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within three (3) days of the informal discussion, the grievant may proceed to Step Two.

Step Two

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

Step Three

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

Step Four

- (a) In the event a satisfactory settlement has not been reached at Step Three, the grievant may within three (3) days of the Chief's decision, file his/her written grievance with the Mayor.

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

Step Five

- (a) In the event the grievance has not been resolved at Step Four, the Association may, within five (5) working days of the Mayor's decision, request arbitration. The arbitrator shall be chosen in accordance with the Rules of the Public Employment Relations Commission.
- (b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Mayor. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Association shall pay whatever costs it may have incurred in processing the case to arbitration.
- (c) The arbitrator shall be bound by the provision of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The decision of the arbitrator shall be final and binding. In formulating his/her decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.
- (d) The costs for the services of the arbitrator shall be borne equally between the Township and Association, unless the Association elects to withdraw, in which case any fees of the Arbitration Commission shall be paid by the Association. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring the same.
- (e) The arbitrator shall set forth his/her findings of facts and reasons for making

the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

- (f) No response at any Step in this procedure by the Township or its agents shall be deemed to be a negative response. Upon the termination of the applicable time limits, the grievant may proceed to the next Step.
- (g) Group grievances, which shall be defined as those affecting "substantially" all of the members of the Association, shall be filed by the Association and by the Association only at Step Three.
- (h) The Township reserves the right to file in writing a grievance on its behalf with the Executive Board of the Association which shall conduct a conference with the representatives of the Township within ten (10) days of the filing of the grievance, and which shall render a determination within ten (10) days of said conference. In the event that the Township is unsatisfied with the determination of the Association Executive Board, the Township may then proceed to the final Step of this Grievance Procedure.
- (i) Time limits may be extended by the parties by written mutual agreement.
- (j) All references to days in Article VII shall mean Mondays through Fridays, 9:00 A.M. - 5:00 P.M., excluding weekends and holidays.

ARTICLE VIII
COMPENSATION

A. Salaries will be, per rank, as follows:

- 1. **SALARY COMPENSATION SCHEDULE - For Current Member and New Member Sergeants, Lieutenants, and Captains:**
January 1, 2011 to December 31, 2013

SEE SCHEDULE A ATTACHED. All bargaining unit members shall receive a salary increase of two percent (2%) for years 2011, 2012 and 2013. Schedule A represents said increases.

Current Members are herein defined as employees who are members of the within bargaining unit before July 1, 2011. New Members are herein defined as employees who become members of the within bargaining unit on or after July 1, 2011. For Current Members the Salary Schedule provides for a Step A and Step B scale. Step A salary applies to all current members who prior to July 1, 2011, were at Steps 1, 2 or 3 under the collective bargaining agreement that was effective January 1, 2010. Step B salary schedule applies to current members prior to July 1, 2011, who are at Steps 4, 5 or 6 under the collective bargaining agreement that was effective January 1, 2010. Thereafter step payments are eliminated, and made a permanent part of base salary for current members, and no further step increases will be made to current members.

2. SALARY COMPENSATION SCHEDULE - Acting Sergeant shall be paid at the same rate as a fully ranked Sergeant and dependent upon Current Member or New Member Salary Schedule as defined above.

SEE SCHEDULE A ATTACHED

3. Payment Schedule: Payments will be made on an equal weekly or biweekly basis on Thursdays at the discretion of the Township.

B. LONGEVITY: Effective July 1, 2011, longevity will be added into the base pay for all purposes in accordance with the Township's regular payroll practices for all Current Members at the rate of 10.25%. Thereafter longevity payments are eliminated and made a permanent part of base salary for current members. New Members, as

defined above, shall not receive any of the longevity payments set forth in this section.

C. WORK IN A HIGHER CATEGORY – Filling Temporary Vacancy

1. **TEMPORARY VACANCY** - Any officer who anticipates an absence from his/her regularly scheduled work day will appoint, in writing, a Subordinate Officer from his/her respective unit to assume his/her position for that absence. In a case where the absent officer is unable to designate a replacement for his/her position, the Chief of Police, or his/her designee, shall have the sole authority to assign a replacement officer. The acting officer shall receive a temporary salary increase (Filling Temporary Vacancy) upon submission of a Timekeeping Form, POSS Entry, approved by his/her supervisor for the period of substitution at the absent officer's Salary or at the Salary of the next higher rank above the acting officer's rate, whichever is lower, in accordance with ARTICLE VIII, Section A(2) and A(3).
2. **PERMANENT VACANCY** - In a case where there is no longer an officer in the vacant position, Chief of Police, or his/her designee, shall have the sole authority to assign a replacement officer. This may or may not be designated an "acting position" at the sole discretion of the Chief of Police.
3. **ACTING POSITION** - Any officer assigned by order of the Chief of Police as an "acting" sergeant, lieutenant or captain shall receive the permanent rank after serving no more than twelve (12) consecutive months in that position from the date of the initial assignment and designation. If the rank

becomes permanent, seniority in the higher rank shall be retroactive to the date of the initial assignment.

4. **DISCRETION** - The Chief of Police shall have the sole authority to place officers in an "acting" position, except as otherwise provided in Paragraph 1 above. The Chief of Police shall have the right to remove any "acting" officer with or without cause at any time prior to the end of the officer's having served twelve (12) consecutive months in an acting capacity.

ARTICLE IX

SICK LEAVE

A. Sick leave for all members of the bargaining unit shall be earned at a rate of 110.5 hours per calendar year.

B. Sick leave is defined as a temporary inability to perform one's duties by reason of injury, illness or disease.

C. Any amount of Sick Leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

D. Payment for unused Sick Leave upon retirement shall be made in accordance with the following provisions:

1. Employees hired prior to July 1, 1985.

For employees hired prior to July 1, 1985, Sick Leave accumulated prior to July 1, 1983 shall be paid, upon retirement, at the wage rate as of the employee's 25th anniversary date. These employees shall also be paid for all unused Sick Leave accumulated after July 1, 1983 at the rate at which those days were earned up to a maximum of two hundred (200) such days.

2. Employees hired after June 30, 1985, but before January 1, 1987.

For employees who were hired after June 30, 1985 but before January 1, 1987 shall receive payment for fifty (50%) percent of their accumulated Sick Leave days at the wage rate at which it was earned, up to a maximum of two hundred (200) days.

3. Employees hired January 1, 1987 and after.

Employees who were hired January 1, 1987 and after shall not be entitled to any payment upon retirement for accumulated unused Sick Leave.

- E. Any officer who received compensation for accrued Sick Leave for the maximum amount of two hundred (200) days under this or any prior SOA Contract will not be paid under Paragraph D above for any sick time accumulated after receiving said maximum compensation for accrued Sick Leave.
- F. In the event of a compensable illness or injury within the meaning of the New Jersey Worker's Compensation Statute, the member may utilize his/her sick leave to supplement any disability or Worker's Compensation payments which he/she may receive. The employee shall only be charged for the actual amount of sick time used as a supplement to maintain regular full salary.
- G. Any bargaining unit member who, at the date of ratification of this Contract, has been previously paid or is subsequently paid by the Township in excess of that required to be paid by the Temporary Benefits provisions of the Workers Compensation Statutes and who, at retirement, would have had this excess payment deducted from his/her unused Sick Leave, must deduct any excess payment before "buyback" sick time in accordance with Paragraph H below, is computed and deducted.
- H. SOA Officers hired prior to January 1, 1987 may elect to "buy back" accumulated

sick time at the rate of \$7,500.00 paid to the officer for every \$10,000.00 deducted in accumulated sick time in order for the officer to make additional deferred compensation payments and other investments. This election is available only in the three (3) years prior to retirement eligibility (i.e., his/her 25th anniversary date).

For the purpose of this paragraph, Sick Leave will be bought back as follows:

- (i) In all instances, first from the then current year's earned time;
 - (ii) For all employees hired prior to July 1, 1985, next from Sick Leave accumulated after July 1, 1983 first until exhausted and after exhausted from Sick Leave accumulated prior to July 1, 1983.
 - (iii) For employees hired after July 1, 1985, first from the then current year's earned time and next from remaining Sick Leave accumulated from date of hire.
- I. If an employee is absent for reasons that entitle him/her to Sick Leave, the employee shall report such absence in the manner provided in the Police Department's General Orders.
 - J. The Township requires proof of illness under circumstances set forth in the Police Department's General Orders. The Township may adopt Sick Leave verification procedures through the Police Department's General Orders.
 - K. The Township may require an employee who has been absent because of personal illness, as a condition of his/her return to work, to be examined, at the expense of the Township, by a physician designated by the Township in accordance with the Police Department's General Orders.

ARTICLE X

COLLEGE INCENTIVE PROGRAM

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

calendar year. If he/she requests and is granted the right to accumulate such time off for the succeeding year. Such approval may be granted at the discretion of the department head.

- D. The regular duty schedule for non-patrol division 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.

The regular duty schedule for employees working in the patrol division shall consist of a twelve (12) hour daily work schedule based on the Pitman Model (two (2) days on – two (2) days off – three (3) on – two (2) off – two days (2) on – three days (3) off). A basic work week of forty-two (42) hours composed of twelve (12) hour work shifts not to exceed one hundred sixty-eight (168) hours in any twenty-eight (28) day period. Overtime shall be paid for all hours worked in excess of the basic twelve (12) hour shift or where an Employee is caused to work on a regular scheduled day off (“RDO”) as defined by the annual posted work chart and Section A of this Article. Mandatory rest periods between shifts and hours worked for outside employers will be determined by departmental policy.

Each month, employees in the Patrol Division shall earn ten (10) hours of compensatory time (122 hours per year) to offset the change in annual hours worked from 2068 hours to 2190 hours under the twelve (12) hour shift schedule. This compensatory time shall be designated as “Kelly Time”

and shall be used in the year that it is earned. Employees shall not receive monetary compensation for any unused Kelly Time. This section shall not alter the other terms and conditions set forth in this Article, including but not limited to Hold Time Beyond a Shift, Recall Time, Off-Duty Court Time, and Compensatory Time (earned independently of Kelly Time). All other officers shall remain on their current work schedule.

- E. **Call Back Time.** If an employee is called back in for extra duty (other than a Court appearance), he is to be guaranteed a minimum of four (4) hours of time at one and one half (1 1/2) time rates. This provision shall not apply to a carry-over immediately subsequent to the employee's prior work shift. At the employee's option, to be exercised in writing at the time of recall, they may elect to be paid or receive compensatory time off.
- F. **Staff meetings.** Employees shall be obligated to attend Departmental or Divisional Staff meetings not to exceed four (4) hours per month without monetary compensation. Compensatory time in lieu of monetary compensation shall be given to all employees attending on off-duty time.
- G. **All permanent work schedule changes shall be made with a minimum of thirty (30) days notice.**
- H. **If the twelve (12) hours shift schedule should be terminated and the Department reverts back to the prior schedule (2068 hours annually) all prior provisions shall resume without modification, as set forth in the parties' collective bargaining agreement which was effective January 1, 2010.**

ARTICLE XIII

SECONDARY EMPLOYMENT

- A.** With respect to DWI grants, seatbelt grants, block grants and other fixed hourly rate grants, members shall be entitled to the hourly rate allowed for in the respective grant or grants without regard to their regular hourly rate or their regular overtime rate.
- B.** With respect to the rate of compensation for outside contractors, including the Cherry Hill Board of Education, or private companies, the member shall be entitled to the hourly rate set forth in the Ordinance adopted by the Township of Cherry Hill for contracted off-duty employment without regard to their regular hourly rate or their overtime rate.
- C.** Hours worked under subsections (A) and (B) above shall not count as hours worked in excess of an employee's normal regularly scheduled work hours for the purpose of computing overtime with the Township.

ARTICLE XIV

CLOTHING ALLOWANCE

- A.** Members assigned to a Superior Officer rank shall be issued insignia, special clothing or special items required of that rank, not required of the Officer's prior rank. This shall include one breast badge, one hat badge, chevrons, bars and other insignia of rank and the cost to affix them to the uniform, if necessary. The Township will exercise due diligence in securing such item and equipment for newly appointed officers.
- B.** Body Armor. On July 1st of each year, the Chief of Police, or his designee, shall

submit to the Township a list of ASSOCIATION officers assigned to field duty who are to be supplied with body armor. No employee shall receive this body armor unless his/her armor is five (5) years old or older. The cost of the body armor shall be paid by the Township and shall be of the same type and quality as those supplied by rank and file. The Township also agrees to maintain a list of warranties and guarantees for all body armor. Specifications for body armor and the assignment as field officers are the sole responsibility of the Chief of Police.

- C. Each member of the bargaining unit shall receive a \$250.00 clothing allowance annually for the years 2011 and 2012. This allowance shall be paid in the first pay period of each year specified. These payments shall expire at the end of 2012

ARTICLE XV

HOLIDAYS AND PERSONAL DAYS

- A. In lieu of official paid holidays and/or personal days, each employee shall be granted a total of sixteen (16) days off in each calendar year earned at the rate of 1 1/3 days per month and pro-rated to the number of months worked for the final year of service. Holidays and Personal days shall continue to be based on one (1) work day regardless of the hours of the employees shift.
- B. Holidays and/or personal days earned in one (1) year must be utilized by March 31 of the succeeding year, provided the employees are given the opportunity to utilize such holidays during this period.

ARTICLE XVI

VACATIONS

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

- | | | |
|----|---|-----------|
| 1. | From the second (2 nd) through and including the Fifth (5 th) calendar year of employment | 80 hours |
| 2. | From the sixth (6 th) through and including the Tenth (10 th) calendar year of employment | 120 hours |
| 3. | From the eleventh (11 th) through and including the fifteenth (15 th) calendar year | 160 hours |
| 4. | From and after the sixteenth (16 th) calendar Year of employment | 200 hours |

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

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

D. Vacation allotment will be pro-rated to the number of months worked for the final year of service.

ARTICLE XVII

SEPARATION, DEATH AND RETIREMENT

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

- B.** Employees retiring either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16A-5 or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated holidays, vacation, sick leave days and other compensatory time as provided in this Agreement. Said payments, except for sick leave days, shall be computed at the rate earned.
- C.** Employees intending to retire on other than disability pension shall accordingly notify the Chief of Police, or his/her designee, sixty (60) days prior to the start of fiscal 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/her 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/her death.
- E.** In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated vacation, holidays and other compensatory time shall be paid at the then current 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 (1st) first of the month if the resignation, death or retirement is effective prior to the fifteenth (15th) day of the month and as of the last day of the month if the resignation, death or retirement is

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

- G.** For benefits payable in the then current year in all cases where the employee died while in the line of duty, all vacation, holidays, sick leave days and other compensatory time which would have accrued for the entire calendar year (in the year of the employee's death), shall be payable to the employee's estate or legal representative.
- H.** Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacation, layoffs or other temporary leaves.
- I.** Any employee retiring within the calendar year of contract being negotiated shall receive a pro-rated share of that year's wage increase; pro-ration shall be based upon the calendar year from January 1 through December 31 as compared to the period of time that employee actually served active duty during that year.
- J.** Upon retirement from Cherry Hill Township after completion of twenty-five (25) years of service, medical, dental and prescription insurance coverage shall be provided for the retiree and his or her spouse up to Medicare eligibility, providing those eligible annually certify that they have no other medical, dental, and/or prescription coverage.

Should the retiree move out of the area serviced by the Township's coverage, the retiree and his/her spouse shall be provided with a quarterly reimbursement for medical, dental and prescription coverage, providing those eligible for out of area coverage annually certify that they have no other insurance coverage and provide

proof of payment to the out of area insurance provider.

The maximum cost to the Township under this provision shall not exceed 50% of the actual cost of the insurance up to nine thousand dollars (\$9,000.00) annually.

Officers with single coverage at the time of retirement shall receive an equivalent dollar amount received under the contract dated 1/1/05 through 12/31/05.

All retirees may choose between medical, dental, or prescription (any or all) which is currently available.

This provision shall apply to employees who retire during the terms of this agreement.

This coverage shall only be for insurance coverage in effect at this time.

K. Upon retirement the township shall make all payments for accumulated leave to the employee in the form of a lump sum payment. However, nothing in the contract shall prevent the employee from negotiating a multi-year pay out for accumulated leave on an individual basis.

L. Any retiree who stops receiving any of the Township's medical, dental or prescription benefits and at some point wants to begin receiving them again will be allowed to rejoin the retiree medical benefits plan as stated above, provided that they certify annually that they have no other insurance coverage available to them.

M. The immediate family (spouse, children) shall receive for a period of three (3) months, the bi-weekly income check of a member killed in the line of duty.

ARTICLE XVIII

SERVICE RECORDS

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

- B. Employees inspecting service records will be required to sign a form indicating the date, time and records inspected.

ARTICLE XIX

BULLETIN BOARD

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

ARTICLE XX

BEREAVEMENT LEAVE

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

ARTICLE XXI

TRAVEL EXPENSE

Employees shall be reimbursed at the rate of thirty-two and a half (32 1/2) cents per mile for all approved travel expense while using personal vehicle and shall be

reimbursed for all other travel expense in connection with their official duties.

ARTICLE XXII

MEDICAL BENEFITS

- A. All hospital and medical benefits currently provided to employees and their families by the Township with HMO (managed health care) and PPO plans shall be retained, except that the Township shall have the right to change during the term of this Agreement, the dental insurance plan so long as it is equivalent in benefits to the existing plan, and to change the health and prescription plans to the State Health Benefits Plan New Jersey Direct 10 for the PPO and Aetna HMO plans which were in effect as of May 21, 2010, or to a plan equivalent in benefits to the existing medical benefit plan, with co-payments for all doctor's visits and other services identical to the co-payments in the New Jersey Direct 10 and Aetna HMO which were in effect as of May 21, 2010, and co-payments for prescription benefits which are identical to the prescription co-payments in the Aetna HMO plan which were in effect as of May 21, 2010 and set forth in Section C. The Township may not change a type of plan more than once during a twelve (12) month period. In addition, the Township agrees that insurance cards and other related forms shall be received by the employees before the change is made. It is agreed and understood that the employees will at no time be subject to a "reimbursement arrangement" as a result of interrupted or changing coverage. This shall not, however, preclude an employee from receiving reimbursement from the Township for medical costs incurred in the event the Township fails to comply

with the terms of the Agreement.

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

Effective immediately all active employees shall contribute 1.5% of base pay towards health insurance premium costs (medical and prescription only) through payroll deduction on a pretax basis, as permitted by Section 125 of the Internal Revenue Service Code. Employees that opt out of the Township's insurance plans shall not be required to contribute toward premium sharing. These payments shall be inclusive of any such payments required in the future by New Jersey State law or mandate.

Employees selecting coverage under the PPO plan shall continue to be responsible to pay the difference in price between the premium cost of the HMO and PPO plan, with the payments deducted through a payroll deduction on a pretax basis, as permitted by Section 125 of the Internal Revenue Service Code.

B. The Township shall provide dental benefits for employees covered by this Agreement and each employee's family under the prevailing dental benefits plan on the following basis:

1. 100% coverage for preventive dental expenses and diagnostic service expenses as defined in the aforementioned prevailing dental benefits plan;
2. Coverage for prosthodontics and orthodontic services as defined in the aforesaid prevailing dental benefits plan on a 50/50 co-payment basis after each patient pays fifty dollars (\$50.00) deductible per calendar year. It is understood and agreed that the above-described dental coverage is limited

to the above stated benefits.

- C. The Township shall provide prescription coverage for employees covered by this Agreement and each employee's family on the following basis:

RETAIL AND MAIL ORDER	
Generic	Name Brand
\$10.00	\$15.00

In the event that the Township changes health insurance plans to the New Jersey Direct 10 and the Aetna HMO in the New Jersey State Health Benefits Plan, prescription co-payments shall be as follows:

RETAIL		
Generic	Preferred Brand	Non-Preferred Brand
\$5.00	\$15.00	\$20.00

MAIL ORDER (90 Day Supply)		
Generic	Preferred Brand	Non-Preferred Brand
\$5.00	\$15.00	\$20.00

- D. Health and Major Medical Benefits for dependents of those officers killed in the line-of-duty are as follows:

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

The Township shall continue to pay premium costs for its basic Health and Major Medical Insurance coverage for the spouse and/or dependent children to age nineteen (19), of any police officer killed while in the performance of his/her police duties under the following conditions:

- (a) The spouse of each deceased police officer does not remarry;
- (b) The spouse of each deceased police officer does not obtain medical

insurance/benefit coverage from an employer or any other source;

- (c) The spouse does not qualify for medical insurance/benefit coverage as may be provided by a State or the Federal Government, including but not limited to, Social Security, Medicare/Medicaid.

- E. The Township shall provide its basic health and Major Medical Insurance coverage for a surviving spouse of a deceased member up to age of Medicare eligibility. This benefit shall apply to all members, past and present, except those as described in Article XVII, Paragraph J or Paragraph D of this Article. The surviving spouse shall be eligible for this benefit for ten (10) years from the date of this Agreement or date of death, whichever is later. Annual certification will be required from those eligible that they have no other similar medical coverage.
- F. The Township shall provide medical coverage for employees covered by this Agreement and each employee's family on the following basis: A five dollar (\$5.00) co-payment for employees with HMO medical coverage and a fifteen dollar (\$15.00) co-payment for employees with PPO medical coverage. In the event that the Township changes health insurance plans to the New Jersey Direct 10 and the Aetna HMO in the New Jersey State Health Benefits Plan, or to a plan equivalent to the existing health benefit plan, co-payments for all doctor visits under the HMO plan and in-network coverage under the PPO plan shall be \$10.00.
- G. Long Term Disability Insurance: The Township will supply at no cost to the employees covered by this Agreement, a Long Term Disability Plan which will provide income protection in the event of a non work-related illness or injury resulting in disability. The Township may at its discretion offer additional voluntary

coverage to be paid by the employee at the employee's option.

ARTICLE XXIII

MILITARY SERVICE

- A.** Military leave without pay shall be granted to any employee entering extended active service in the armed forces and, in determining sick leave and annual leave allowance, such employee shall receive credit for time spent in active military service upon his/her 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/her normal work week for that period.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXV

SUPERSEDING CLAUSE

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

ARTICLE XXVI

FULLY BARGAINED PROVISIONS

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

ARTICLE XXVII

AGENCY SHOP

- A. It is understood and agreed that upon the signing of this Agreement that provisions of the "Agency Shop" concept established by the passage and signing of the amendments and supplements to the "New Jersey Employer-Employee Relations Act" (P.L. 1941, c. 100, c. 34:23A 1, et seq.) shall take effect.
- B. Those employees of Cherry Hill Township that are in the bargaining unit on the effective date of this Agreement who do not join the union within thirty (30) days thereafter, any new employee who does not join within thirty (30) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of re-entry into employment within the unit shall, as a condition of employment, pay a representation fee to the union by

automatic payroll deduction:

- C. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular union membership dues, fees and assessments as certified to the employer by the union. The union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments.
- D. The union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the union and the employer.
- E. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability that may rise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision. The union shall intervene in and defend any administration or court litigation concerning this provision. In any such litigation, the employer shall have no obligation to defend this provision, but shall cooperate with the union in defending this provision.

ARTICLE XXVIII

TERMS AND RENEWAL

- A. This Agreement shall be in full force and effect as of June 23, 2011, unless otherwise provided, and shall be in effect to and including December 31, 2013, unless otherwise provided. If the parties have not executed a successor agreement by December 31, 2013, then this agreement shall continue in full force and effect until a successor agreement is executed.

- B. The parties agree that negotiations for a successor Agreement modifying, amending or altering the terms and provisions of this Agreement shall commence negotiations for the 2014 Contract no sooner than one hundred fifty (150) days prior to the expiration date of this Collective Bargaining Agreement.
- C. Notice of intention to open negotiations for future contracts shall be accomplished by either party giving notice in writing to the other no sooner than one hundred fifty (150) and no later than ninety (90) days prior to January 1 of the calendar year for which negotiations are to be opened.
- D. At least three (3) negotiation sessions must take place before either party can file for Interest Arbitration in accordance with the rules promulgated by the Public Employment Relations Commission (PERC). The terms of this Agreement and all practices shall remain in full force and effect until said successor Agreement is reached.

ARTICLE XXIX

MAINTENANCE OF BENEFITS

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

ARTICLE XXX

CONTAGIOUS DISEASES

Any officer who shall suffer from a serious communicable disease shall be treated

with a rebuttable presumption that the disease was contracted on the job. Incident reports may be used to validate such claims.

ARTICLE XXXI

INSURANCE

Employees covered by this Agreement shall be fully indemnified and defended by the Employer in all lawful circumstances in which the Employee renders first aid, whether on-duty or off-duty.

This Agreement is entered into this 23 day of June, 2011.

For the ASSOCIATION:



William Kushina, Jr.
President, Cherry Hill
Superior Officers Association (SOA)



William Monaghan
Vice President, Cherry Hill
Superior Officers Association (SOA)



Sean Redmond
Secretary, Cherry Hill
Superior Officers Association (SOA)

For the TOWNSHIP:



Bernard A. Platt
Mayor
Cherry Hill Township



David Fleisher
President, Cherry Hill Township Council

ATTEST:


NANCY SAFKOS, RMC



Salary Schedule A

Current Members

Sergeant				
Step A	103,104	113,672	115,946	118,265
Step B	105,490	116,303	118,629	121,002
Lieutenant				
Step A	110,954	122,327	124,773	127,269
Step B	113,341	124,958	127,457	130,007
Captain				
Step A	119,428	131,669	134,303	136,989
Step B	121,814	134,300	136,986	139,726

Note: Figures represent base salaries including COLI (2011-2.0%, 2012-2.0%, 2013-2.0%).

New Members

Sergeant				
	\$103,104	\$105,685	\$107,799	\$109,955
Lieutenant				
	\$110,954	\$114,085	\$116,367	\$118,694
Captain				
	\$119,428	\$122,785	\$125,241	\$127,746

Note: Figures represent base salaries including COLI (2011-2.0%, 2012-2.0%, 2013-2.0%).