

AGREEMENT BETWEEN
CHERRY HILL POLICE BENEVOLENT ASSOCIATION
LOCAL NO. 176



AND
TOWNSHIP OF CHERRY HILL, CAMDEN COUNTY, NEW JERSEY

JANUARY 1, 2022 THROUGH DECEMBER 31, 2025

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PREAMBLE

This Agreement entered into this day of January, 2023 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 the POLICE BENEVOLENT ASSOCIATION, CHERRY HILL LOCAL NO. 176, (hereinafter called the "Local").

ARTICLE 1

RECOGNITION

The Township, pursuant to a Certification of Representative dated November 14, 2001, issued by the Public Employment Relations Commission Docket No. RO-2001-16, recognizes the PBA as the representative for the purposes of collective negotiations for the following unit of employees:

UNIT DESCRIPTION

INCLUDED: All Police Officers, Detectives, and Investigators employed by Cherry Hill Township.

EXCLUDED: All other Employees, managerial executives, confidential Employees, craft Employees, professional Employees, non-police Employees, casual Employees and supervisors within the meaning of the Act; Sergeants, Lieutenants, Captains and Chief of Police employed by Cherry Hill Township.

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

ARTICLE 2

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, national origin, ancestry, age, marital status, religion, pregnancy, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, gender identity or expression, disability, including AIDS or HIV, or atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, and any other characteristic protected by law.

ARTICLE 3

LOCAL RIGHTS AND RESPONSIBILITIES

- A. Authorized representatives of the Local, whose names shall be filed in writing with the Mayor, or 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 designee, on condition that such prior approval shall not be unreasonably withheld. At least one (1) authorized PBA representative shall be granted such permission. The Local representatives shall not unreasonably interfere with the normal conduct of the work within the police facility.
- B. Pursuant to N.J.S.A. 40A:14-177, the Township agrees to grant a leave of absence with pay to the duly authorized representatives of the Policemen's Benevolent Association, Cherry Hill Local 176 to attend any State or National

convention of such organization. A certificate of attendance to the State or National convention shall be submitted by the representative so attending. Leave of absence shall be for a period inclusive of the duration of the convention with a reasonable time allowed for time to travel to and from the convention.

- C. Up to a maximum of three (3) authorized Local 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. Copies of disciplinary charges or other notices relating to disciplinary action shall be furnished to the Local 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 Local. Copies of all disciplinary charges or notices relating to disciplinary action shall be furnished to the President of the Local against any member or nonmember within 24 hours of the presentation of charges.
- E. The Local 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 Local recognizes that the conditions set forth in the Article shall be subject to the mission of the Township.
- F. Two (2) members of the Local shall be permitted to attend Local meetings held within the Township while on duty. Members shall remain available for immediate return to duty should the need arise. Prior approval for said attendance

shall be granted by the member's on-duty supervisor, but may be reasonably denied.

G. When the President of the Local is involved in meetings with the Township Management or Chief of Police on matters pertaining to the General Welfare of the Local membership and/or member of the Department, the President shall receive compensatory time off.

H. For one (1) PBA member who is a State or National office holder as listed:

State Offices: President, 1st Vice President, 2nd Vice President, Secretary, Treasurer, Guard, Chaplain, and State Delegate.

National Offices: President, Vice President, Secretary, Treasurer, Guard, Conductor, Trustee.

This Agreement will allow a maximum of 48 days per calendar year, earned at the rate of four (4) days per month, to be used flexibly, but without carryover year to year. These 48 days are to be used for any PBA business, including attendance at any PBA State or PBA National or PBA Committee or PBA Convention, for this member.

The Chief of Police shall have right to approve and disapprove scheduling of days off.

An additional member can attend State PBA meetings at the rate of one (1) day per month up to twelve (12) days per calendar year, subject to the approval of the Chief.

ARTICLE 4

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, 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 5

LEAVES OF ABSENCE

- 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 pregnant Police Officer will be relieved of street duties and assigned to an in-house function by the Chief of Police. The Police Officer will receive a one (1) month (31 calendar days) leave of absence with pay, after the birth of the child. This leave shall be in addition to any other leaves available under this contract, State, or Federal Law.
- C. Any Police Officer shall be eligible for a parental leave of absence with pay upon the birth/adoption of their child for one (1) month (31 calendar days) immediately after the birth of the Police Officer's 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 Family Leave Act" (hereinafter NJFLA) and the regulations promulgated pursuant to those statutes; as well as a Family Leave Police 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.

- E. The NJ SAFE Act provides a job protected leave of absence to employees who are victims of domestic violence or sexual assault, or who are related to such victims. Eligible employees are entitled to 20 days of job-protected leave related to domestic violent or sexual assault. An eligible employee must have been employed for at least 12 months and works at least 1,000 hours during that time.
- F. During leave periods, the employee's health benefits will be continued on the same conditions, as coverage would have been provided had the employee been employed continuously during the entire leave. The employee will not continue to accrue vacation, sick or personal days for a period of the leave if it exceeds sixty (60) consecutive calendar days of unpaid leave. The employee will receive seniority credit for the time that the employee has been on leave under this section. At the conclusion of the leave period, an eligible employee is entitled to reinstatement to the position the employee previously held or to an equivalent one with the same terms and benefits that existed prior to the exercise of leave.

ARTICLE 6

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 Local 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, sickout, walkout or other illegal job action against the Township.
- C. The PBA agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slow-down 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, slow down, work stoppage, sickout, 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 PBA or its members.
- F. "Sick Out" shall be defined as the unexcused absence of forty (40) Percent or more of the members of the Bargaining

Unit scheduled and assigned for each scheduled work shift during a twenty-four (24) hours work period.

ARTICLE 7

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 Department 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 policies, agreements administrative decisions affecting the terms and conditions of employment, and shall be raised by an individual, the PBA on behalf of an individual or group of individuals, or the Township.

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 PBA on behalf 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 grievant may within five (5) days of the supervisor's decision, file his written grievance with the Chief of Police.

(b) The Chief of Police shall review the matter and make a determination within ten (10) days from 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 Chief's decision, file his written grievance with the Mayor or designee.

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

STEP FOUR

(a) In the event the grievance has not been resolved at Step Three and the PBA Executive determines that the grievance is meritorious, then the PBA may within ten (10) working days of the Mayor's or his/her designee'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 or his/her designee. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The PBA 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. 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 PBA, unless the PBA elects to withdraw, in which case any fees of the "PERC" shall be paid by the PBA. 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 fact and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties. The decision of the Arbitrator shall be final and binding.
- (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

Local shall be filed by the Local and by the Local 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 Local 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. In the event that the Township is unsatisfied with the determination of the Local 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 8

COMPENSATION

A. Base wage rates for Employees covered by this Agreement shall be as set forth below.

Pre-2011		2021	2022	2023	2024	2025
Step 7		\$ 112,484	\$ 116,327	\$ 119,526	\$ 122,813	\$ 126,191
Step 8		\$ 113,621	\$ 117,496	\$ 120,727	\$ 124,047	\$ 127,458
Detective		\$ 121,035	\$ 125,113	\$ 128,554	\$ 132,089	\$ 135,722
Post 2011 Hires						
		2021	2022	2023	2024	2025
Academy						
New Step 1	1	\$ 50,697	\$ 52,841	\$ 54,294	\$ 55,787	\$ 57,322
New Step 2	2	\$ 58,887	\$ 61,256	\$ 62,941	\$ 64,672	\$ 66,450
New Step 3	3	\$ 66,889	\$ 69,478	\$ 71,389	\$ 73,352	\$ 75,369
New Step 4	4	\$ 75,268	\$ 78,088	\$ 80,235	\$ 82,442	\$ 84,709
New Step 5	5	\$ 83,196	\$ 86,234	\$ 88,605	\$ 91,042	\$ 93,546
New Step 6	6	\$ 92,567	\$ 95,863	\$ 98,499	\$ 101,208	\$ 103,991
New Step 7	7	\$ 105,338	\$ 108,985	\$ 111,982	\$ 115,061	\$ 118,226
New Step 8	8	\$ 108,028	\$ 111,749	\$ 114,822	\$ 117,979	\$ 121,224
New Step 9		\$ 113,621	\$ 117,496	\$ 120,727	\$ 124,047	\$ 127,458
New Detective		\$ 115,757	\$ 119,690	\$ 122,982	\$ 126,364	\$ 129,839
Det 16 Years		\$ 121,035	\$ 125,113	\$ 128,554	\$ 132,089	\$ 135,722

This salary guide is effective and retroactive to January 1st, 2022. All officers shall advance one step per year until they reach step 8 for Pre 2011 hires and Step 9 for Post 2011 hires. Detectives selected post 2011 shall go to the New Detective Step until or unless they are starting their 16th year of service with the Department. They would then be placed at Detective 16 years.

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

- C. The Township at its sole discretion reserves the right to require qualified Employees covered by this Agreement to temporarily perform job functions other than those normally performed by said Employees. Said job functions to be performed may be at a higher level or may be different job functions at the same level regularly performed by said Employee. If necessary, the Township may train personnel so that qualifications for the job functions may be met, such period of training shall not exceed sixty (60) days.

- D. Should an Employee be ordered to perform the elements of the job function of a higher rated classification after a period of one (1) full working day or more, he shall receive the higher category of pay on the following pay period. An Employee shall be entitled to the higher rate of pay for those consecutive working days actually worked in the higher classification beyond the first full working day.

- E. Job classifications referred to herein, shall be Patrolman, Detectives, and Superior Officers. The above provisions of this Article shall not apply to Employees working in a higher category or classification. However, if an Employee is assigned by formal order to an assignment by the Chief of Police said Employee shall be compensated at the rate of the higher classification.

- F. The Township shall issue paychecks on a bi-weekly basis.

- G. Direct Deposit. The Township has adopted an Ordinance to have an employee's net pay directly deposited pursuant to N.J.S.A. 52:14-15a, the Township shall continue to provide each employee, electronically through ADP IPay all information

regarding net pay and withholdings deducted from the employee's pay check.

- H. Detail rate for outside vendors shall be a minimum of \$85 per hour for the officer, with administrative fee to be determined by the Township. This rate may be raised by ordinance. It is understood that the Township shall increase the rate in the ordinance so that the \$85 rate will be in effect February 2023. As of the execution of this contract, all detail work completed shall be paid to the officer within 2 pay periods of the work.

- I. Traffic Safety personnel positions shall receive a \$750 stipend each year. In the event that the officer does not complete the year in the position, the stipend shall be prorated for the time the officer served in the on-call position. The stipend shall be payable on the first pay period of January for service during the previous year.

ARTICLE 9

SICK LEAVE

- A. Paid sick leave shall be earned at the rate of one hundred twenty-seven and one half hours (127.5) hours per year.

- B. Paid sick leave is an employee benefit provided to all regular, full time Police Officers unable to work scheduled hours due to the Police Officer's personal illness, injury or disease, the officer's receipt of professional medical care, or to care for an immediate family member's illness, injury or disease. The term "immediate family member" is defined to include mother, father, mother-in-law, father-in-law, child, or a spouse, domestic partner and/ or civil union of an employee, as defined under New Jersey law.

- C. 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 for the first nine (9) months the employee is out on Workmen's Compensation 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. Thereafter, sick time may be used to supplement worker's compensation or temporary disability benefits. Any supplementation of workers compensation shall not result in an officer making more than normal pay. Use of sick time shall be proportional to the gap in pay it is filling. For example - workers compensation pays 2/3 of base pay, officers can use 1/3 contractual leave days to make up the difference for each day.

- D. The Chief of Police may offer light duty assignments to officers injured in the line of duty when such work is available. Light duty assignments by Chief of Police or designee will continue to depend on the medical restrictions of the employee, the needs of the Department, and the availability of appropriate work as determined by the Chief of Police.

- E. For Employees hired after January 1, 1987, unused sick leave shall accumulate from year to year without limitation. There shall be no payment upon retirement for any accumulated sick leave.

ARTICLE 10

EXCHANGE OF HOURS OF DUTY

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

- B. In volunteering to exercise the provisions of this Article, no officer shall work more than two (2) shifts and the provisions of Article 11 shall not apply to the second shift unless the officer is ordered to work hours in excess of his shift, in which case Article 11 shall be applicable to those excess hours.

ARTICLE 11

HOURS AND OVERTIME

A. ANNUAL SCHEDULE AND REGULAR WORK SCHEDULE.

The Chief of Police shall establish an Annual Work Chart for the coming year consistent with the provisions of this Article, the terms of this contract and State Law. For the purpose of this contract, a Regular Day Off ("RDO") is a day on the Annual Work Chart that an employee is not scheduled to work. The regular duty schedule for the patrol division and other divisions which may be assigned to a twelve (12) hour shift 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) days on - two (2) days off - two (2) days on - three (3) days off.)

The investigative Unit and the Traffic Unit will be assigned a basic Monday through Friday work week of forty (40) hours composed of ten (10) hour work shifts. Any schedule change is subject to notice provisions of this agreement. Within their work week, each officer shall have a Weekday Regular Day Off (RDO). To avoid an excess number of unit members having the same Weekday RDO, the Weekday RDO shall be evenly distributed among officers within their unit; however, officers shall be permitted to select their Weekday RDO each year based on unit seniority.

Where regular schedule involves shifts other than eight (8) hours for employees other than those working in the Patrol division, the general schedule will provide offsets to ensure the forty (40) hour base work week is maintained during the course of the year.

Adjustments to the annual work chart may be made at any time with the consent of the officer.

Mandatory rest periods between shifts and hours worked for outside employers will be determined by departmental policy.

B. OVERTIME.

Overtime shall be paid for hours worked in excess of (the officer's regular duty work schedule (basic eight (8), ten (10), or twelve (12) hour shift as appropriate for the officers regular duty work schedule) or where an Employee is caused to work on a regular scheduled day off ("RDO") as defined by the Annual Work Chart annual posted work chart and Section A of this Article except as set forth in Paragraph C below.

1. 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 ½) times their regular rate of pay on the following basis:

i. 0 - 15 minutes ----- No pay

ii. 16 minutes and after ---- time and one-half retroactive to the first minute.

2. Employees may be recalled to duty and shall be compensated at the Employee's option to be exercised (in writing) at the time the recall for all such hours at one and one-half (1 ½) time the regular rate of pay or at straight time rate in compensatory time off. Employees shall be paid a minimum of four (4) hours, regardless of actual time recalled to duty.

3. Off Duty Court appearances, as required in the line of duty shall be compensated by means of compensatory time at one and one-half (1 ½) times the regular rate of pay computed at an hourly rate equal to 1/40th of said officer's weekly base salary. However, there shall be a minimum of three (3) hours pay for day/night off duty court appearances as required.

4. Compensatory time off earned during a calendar year, if unutilized, will be compensated for by the Township at straight time rates at the end of the calendar year, unless the Employee 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 Chief of Police or designee, which approval may not be arbitrarily denied. In the event of such accumulation that time off must be taken subject to the approval of the Chief of Police or designee. Compensatory Time Off awarded to pursuant to this Paragraph, not including Kelly Time or RDO time, when paid shall be at the rate in effect when earned.

C. REGULAR DAYS OFF.

When an Employee volunteers to work on a regularly scheduled day off ("RDO"), as defined by the Annual Work Chart and Section A of this Article, in connection with any voluntary training, or voluntary community events, at which the primary focus is interaction with members of the community, this time shall be treated as compensatory time, and shall be reimbursed at one and one half (1.5) times for all hours worked in excess of the Employees' regular schedule. Any time to be designated as RDO in accordance to this paragraph shall be so designated by the Chief or his/her designee at the time of the assignment.

1. Unlike Overtime time earned in Section B, Employees shall not receive monetary compensation for any unused RDO time.
2. RDO time awarded under this paragraph may be taken off with the approval of the Police Chief or his/her designee, within a reasonable period of time after it is earned, subject to existing leave request requirements. Leave will not be automatically granted if the maximum number of officers are already off.
3. At no time shall accumulated RDO time exceed two hundred (200) hours for any employee. If accumulated RDO time exceeds the permitted amount, the Chief of Police may schedule the officer's RDO time in order to reduce the accumulated leave.
4. When any Special Operations Group officer attends unit training, they shall receive RDO in lieu of paid overtime or compensatory time, as set forth below
 - a. Assigned training associated with Special Operations Group specialty units (TRT, CINT, K9, Police Service Rifle Team).
5. Any officer who volunteers for community events shall receive RDO in lieu of paid overtime or compensatory time.
6. Any officer who requests training which is voluntary, non-mandated, and not operationally necessary, shall receive RDO in lieu of paid overtime or compensatory time, provided such training is approved by the Chief of Police or his/her designee in advance.
7. Overtime/Compensatory Time shall be granted for all mandatory and/or involuntary training that takes place

outside of an officer's normal work hours or where they are caused to work on a regular scheduled day off (RDO) as defined by the Annual Posted Work Chart and Section A of this article. Except any in service trainings covered under section D.

8. Notwithstanding anything to the contrary herein, Administrative adjustments are permitted for a temporary schedule change upon written mutual consent of both parties for any voluntary training assignment that is longer than five (5) consecutive days.

D. **KELLY TIME:** Each month, employees in the Patrol Division shall earn ten (10) hours of compensatory time (120 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, RDO and Compensatory Time (earned independently of Kelly Time).

E. All work schedule changes shall be made with a minimum of thirty (30) days' notice unless there are exigent circumstances or mutual agreement between the officer and department.

ARTICLE 12

CLOTHING

- A. The Township will submit a list of Employees on July 1 of each year who are to be supplied with body armor. No Employee will receive this body armor unless his/her armor is five years old or older. The cost of the body armor will be paid by the Township. The Township also agrees to maintain a list of warranties and guarantees for all body armor. Specifications for body armor are the sole responsibility of the Chief of Police.
- B. Uniforms shall include an outer carrier vest. The Department shall be responsible for the issuance of body armor and the individual member may purchase their own outer carrier based on department specifications. Should the outer carrier become a mandatory part of the CHPD Uniform, the Department will provide initial issue to new officers and shall purchase carrier vests for the other officers.

ARTICLE 13

HOLIDAYS

- A. Each covered Employee of the Department shall be granted fourteen (15) days per year. Each day shall be based on one (1) work day regardless of the employee's shift. These days are in lieu of official paid holidays and are to be scheduled at the discretion of the Chief of Police or designee.
- B. Holidays earned in one (1) year must be utilized by March 31 of the succeeding year provided the officer is given the opportunity to utilize such holidays during this period.

ARTICLE 14

VACATIONS

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

During the 1 st calendar year of employment if appointed after June 30	Forty (40) hours (prorated)
During the 1 st calendar year of employment if appointed prior to June 30	Forty (40) hours
From the 2 nd through and including the 5 th year of employment	Eighty (80) hours
From the 6 th through & including the 10 th calendar year of employment	One hundred twenty (120) hours
From the 11 th through & including the 15 th calendar year of employment	One hundred sixty (160) hours
From and after the 16 th calendar year of employment	Two hundred (200) hours

Accumulation of annual vacation leave from year to year may be permitted at the discretion of the Chief of Police or designee 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.

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

ARTICLE 15

SEPARATION, DEATH & RETIREMENT

- A. Employees shall retain all pension rights as Police Officers under New Jersey laws and the Township Municipal ordinances.
- B. Employees retiring either after twenty-five (25) years of service pursuant to NJSA 43:16A-11.1 or having attained the age of fifty-five (55) pursuant to NJSA 43: 16A-5 or as a result of a disability pension, whether work connected or not, shall be paid for all accumulated holidays, vacation and other compensatory time as provided in this Agreement. Said payments, shall be computed at the rate of pay at the time of 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 designee, sixty (60) days prior to 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, the estate or legal representative shall be paid for all accumulated holidays, vacation or other compensatory time as provided in this Agreement. Payment shall be made at the Employee's rate of pay at the time of death.
- E. In the event of an Employee's separation from service for any reason not set forth in Section B or D above, all accumulated vacation, holidays and other compensatory time shall be paid

at the then rate of pay to the Employee, except that no payments shall be made for accumulated sick leave.

- F. For benefits payable in the then current year in all cases of separation, death, while not in the line of duty, or retirement, all vacation, holidays and other compensatory time shall be pro-rated on the calendar year from January 1 through December 31. In the case of death in the line of duty, there is no prorating of vacation, sick leave days or holidays. In any other type of separation the payouts are prorated.
- 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 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.
- I. Upon retirement from Cherry Hill Township after completion of twenty-five (25) years of service with the Township, medical, dental and prescription insurance coverage that is offered to non-retired members of this bargaining unit shall be provided for the retiree and his/ her family up to age sixty-five (65), providing those eligible annually certify that they have no other medical coverage.
 - 1. Should the Medicare eligibility age be raised to greater than 65, retirees and his/her family shall receive the

above listed retirement benefits until they are eligible for Medicare.

- J. Should a retiree move out of the area serviced by the Township's coverage, the retiree and family shall be provided with a quarterly reimbursement for medical coverage, provided those eligible for out of area coverage annually certify that they have no other medical coverage and provide proof of payment to the out of area medical insurance carrier. The maximum cost to the Township under this provision shall not exceed 50% of the actual cost of the insurance up to fifteen thousand (\$15,000) dollars annually. The retiree's contribution shall be inclusive of any premium sharing contributions required under P.L. 2011, Chapter 78. All retirees may choose between medical, dental, or prescription (any or all) which is currently available to active employees under Article XXII of this Agreement. This provision shall apply to employees who retire during the term of this contract.
- K. Any retiree who stops receiving Township medical benefits, and at some point wants to begin receiving them again, will be permitted to rejoin the retiree medical benefits plan as stated above. This coverage shall only be for medical and surgical coverage in effect at this time.

ARTICLE 16

SERVICE RECORDS/PERSONAL FILES

- A. Employees covered by this Agreement shall be entitled to inspect their service records upon request and by appointment.
- B. It shall be understood that upon inspection completion by the officer, the officer shall initial a receipt form, which shall list the date and time of the inspection and record the documents contained therein. A copy of the form shall be retained in the service record and become part of the personal file.
- C. A personnel file shall be established and maintained for each Employee covered by this Agreement. Such files are confidential records and shall be maintained in the office designated by the Chief of Police and may be used for all lawful purposes by the Police Chief, Mayor and/or Governing Body.

Upon advance notice and at reasonable times, any member of the Union may at any time review their personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative.

Whenever a written complaint concerning an Officer or his actions is to be placed in his personnel file, a copy of the complaint shall be made available to him and he shall be given the opportunity to rebut it in writing if he so desires and he shall be permitted to place said rebuttal in this file.

All personnel files will be carefully maintained and safeguarded as long as they are kept by the Department and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any member of the Union shall subject that member to appropriate disciplinary action.

ARTICLE 17

BULLETIN BOARD

- A. The Township shall provide two (2) bulletin boards for the posting of notices relating to matters and official business of all Police Organizations.

- B. The bulletin boards may be utilized by the PBA for the purpose of posting PBA announcements and other relevant information. The Chief, or his designee, may have removed from the bulletin board any irrelevant material after notice to the PBA President.

ARTICLE 18

BEREAVEMENT LEAVE

- A. Employees are entitled to five (5) days of Bereavement Leave for each death of an employee's immediate relative for planning and/or attending services, including the day of services "Immediate relative" includes spouse or significant other, civil union partner, child, parent, stepchild, sibling, sister-in-law, brother-in-law, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, cousin, or any person related by blood or marriage residing in an employee's household. Employees are paid for all working days during the Bereavement Leave.
- 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 19

TRAVEL EXPENSES

- A. Employees shall be reimbursed at the rate of twenty cents (20¢) 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 20

HOSPITALIZATION AND MEDICAL BENEFITS

The Township shall continue to make available to employees and their families medical, prescription and dental insurance as provided in this Article. All active unit employees who have not withdrawn from the Township's health insurance program, shall contribute towards the cost of health insurance in accordance with P.L. 2011 c.78. These payments shall be made on a pre-tax basis, pursuant to I.R.S Section 125 salary reduction premium-only plan, and in accordance with the township's regular payroll practices. These contributions shall cease upon the officer's retirement. Pursuant to N.J.S.A. 40A:10-21.2 in any successor Agreement, the contribution to health care benefits shall be negotiated as if the fourth-year employee premium share contribution was included in this Agreement.

A. Medical Benefits: the Township shall make available three (3) medical benefits plans for employees to choose from a Bronze, Silver, and Gold plan. The "Gold" plan shall be the "NJ Direct/NJ Direct 2019" (Exhibit C) plan, the "Silver" plan identified as the "NJ Direct 2030 plan (Exhibit B)." The OMNIA State Defector (with Blue Card)" plan identified as the "Bronze Plan." Employees will have the opportunity to select the plan that best suits their individual needs.

1. The Silver Plan shall be the base plan for all covered employees with the employees' premium costs limited to the premium share in accordance with P.L. 2011 c.78, as amended. Employees who select coverage under the Gold Plan, or any other plan then offered with a higher premium shall pay the entire difference between the premium cost

of the Silver Plan and the premium cost of the plan selected. All premium payments will be made on a pre-tax basis, pursuant to an IRS Section 125 salary reduction premium-only plan in accordance with the Township's regular payroll practices. These contributions shall be in addition to the premium sharing contribution required by P.L. 2011, Chapter 78 in connection with the plan selected.

2. The Township shall have the right during the term of this Agreement:

- a. To change the Gold or Silver Plans referenced in Section "A" above to plans that are equal to or better than the coverage and benefits offered by the Township in the plans designated in Section "A" above, and to change the Bronze Plan to tiered plan equivalent in coverage and benefits to the existing OMNIA State Defector Plan referred to in Section "A" above;
- b. Employees shall have the option to enroll in the following plans offered by SHBP: NJ Direct/Direct 2019; NJ Direct 2030, NJ Direct 2035; Omnia Health Plan; or NJ Direct HD 1500. In the event the Township withdraws from the SHBP, the provisions of this Article pertaining to the Gold, Silver or Bronze Plans, or plans equal or better thereto, shall be the standard to apply to any new medical plan or provider.
- c. Employees under this Contract shall have the right to buy up to a higher cost plan offered by the Township if the employee pays the entire difference between the premium cost of the Silver and the premium cost of the plan selected.

- d. To change prescription plans to the State Health Benefit Plan New Jersey Aetna or Horizon 2030 or its successor plan, or a plan equivalent in benefits to the existing Township prescription benefit plan, with retail and mail order co-payments for generic, preferred brand, and non-preferred identical to the co-payments set forth in this contract.
 - e. The Township may not change the type of plan more than once during a twelve (12) month period. This Township agrees that the employees shall receive the insurance cards and other related forms before the change is made.
 - f. 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 this Agreement.
 - g. The Township further agrees to give at least thirty (30) days written notice of any proposed change in plans.
3. Coverage for eligible dependents shall be included in all health and prescription plans for eligible employees.
- a. The Township shall make dependent coverage in its health and prescription Plans as set forth in this Article, available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and

Affordable Care Act. Student status is not required. Coverage will terminate at the end of the year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

- b. Subject to provision and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any Township health or prescription plan may elect to enroll their dependent child until age 31 for an additional premium which shall be billed directly to the employee by the insurance carrier. Dependents that are permanently disabled will remain covered during the life of the employee.
- c. "Civil union partners" and "domestic partners" of the same gender under New Jersey Law shall be considered as dependents eligible for insurance benefits.

- 4. **Flexible Spending Account:** Pursuant to P.L. 2011, Chapter 78, the Township shall continue to provide a flexible spending account (FSA) to permit employees to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by their health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. §125.

B. Dental

The Township shall provide dental benefits for employees covered by this Agreement and each employee's family under the Delta Dental Service Plan, on the following basis:

1. 100% coverage for preventive dental expense and diagnostic service expenses as defined in the prevailing Delta Dental Service Benefits Plan, summary of which is attached hereto as Exhibit A;
2. Coverage for Prosthodontics and Orthodontic Services as defined in the aforesaid prevailing dental benefits plan on 50/50 co-payment basis after each patient pays a fifty (\$50.00) dollar deductible per calendar year, up to one hundred fifty (\$150.00) dollars maximum.

C. Prescription

Effective January 1, 2015 and each year thereafter, the Township shall provide prescription coverage for Employees covered by this Agreement and each Employee's family on the following basis:

<u>RETAIL (30 Day Supply)</u>		
Generic	Preferred Brand	Non-preferred Brand
\$10.00	\$15.00	\$25.00
<u>MAIL ORDER (90 Day Supply)</u>		
Generic	Preferred Brand	Non-Preferred Brand
\$20.00	\$30.0	\$50.00

The Employee shall pay the lesser of the price of the generic prescription co-payment and the actual cost of the drug.

D. Waiver

Employees wishing to opt out of health, prescription, and/or dental coverage may do so for an annual rebate in an amount not less than the amounts set forth in the Employee Handbook in effect on the date of the signing of this Agreement. The rebate shall be available to all new benefit eligible employees on their effective date and to all current eligible employees. Payment shall be made quarterly for the preceding quarter. Employees wishing to opt back in coverage may do so during open enrollment, or at any time a qualifying event occurs, including but not limited to loss of alternative benefits.

E. Officers Killed in Line-of-Duty

Health, prescription and dental insurance 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 Silver health, prescription, and dental insurance coverage for the

spouse and/or dependent children to age twenty-six (26) of any Police Officer killed while in the performance of his/her police duties under the following conditions:

1. The spouse of each deceased police officer does not remarry;
2. The spouse of each deceased police officer does not obtain medical insurance/benefit coverage from an employer or any other source;
3. 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.

F. Survivor Benefits

The Township shall provide its Silver health plan, prescription and dental insurance coverage for a surviving spouse of a deceased member up to age of Medicare eligibility, subject to conditions described in Article XVI. The surviving spouse shall be eligible for this benefit for ten (10) years from date of death. Annual certification will be required from those eligible that they have no other similar medical coverage.

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 21

MILITARY LEAVE

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States Armed Forces or the National Guard of any state, including the Naval Militia and Air National Guard, is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. Members of the Reserves are entitled to paid military leave for up to thirty (30) workdays each year, and members of the New Jersey National Guard are entitled to paid military leave for up to ninety (90) workdays each year for active duty. Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary for a period of up to eighteen (18) months. The paid leave will not be counted against any available time off, including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time. Drill weekends are not considered active duty for purposes of paid military leave. Employees will be required to use accrued time in this instance.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave (full or differential). After this period has expired, employees may

continue coverage for themselves or their dependents under the Cherry Hill Township group plan, but will still be required to pay the state mandated premium share to the Township on a monthly basis, and will be invoiced for the premium share that would normally be deducted from the employee's pay. Employees who do not continue to pay their premium share will be able to continue coverage for themselves or their dependents under the Cherry Hill Township group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PFRS) will continue accruing service and salary credit in the system during the period of paid leave. Please refer to New Jersey Division of Pension and Benefits "Military Service after Enrollment and USERRA" for more information during unpaid leave status.

Pursuant to the Uniformed Services Employment and Re-employment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

ARTICLE 22

PERSONAL DAYS

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 at the discretion of the Department Head in the event of a personal emergency. Personal days shall be based on one (1) work day regardless of the employee's shift.

ARTICLE 23

STATUTORY AND LEGAL RIGHTS

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, R.S. 40, 40A or any other National, State, county or local laws or ordinances pertaining to the Employees covered by this Agreement.

ARTICLE 24

COMMUNICABLE 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 25

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.

ARTICLE 26

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 or 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 27

SUPERSEDING CLAUSE

This Agreement superseded 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 28

MAINTENANCE OF BENEFITS

Except as the Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing continued 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 29

FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties in all matters which where 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 within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement.

ARTICLE 30

DUES DEDUCTION & REPRESENTATION FEE

A. Dues Deduction

The Township agrees to grant rights of dues deduction to the Local and will deduct Local membership dues from the pay of those Employees who individually request in writing that such deductions be made. Such written request must be given to the Township's Personnel Office. The Township shall remit once a month the monies collected for this purpose to the PBA.

A check off shall commence for each Employee who signs a properly dated authorization card, supplied by the Local and approved by the Township during the month following the filing of such card with the Township.

The PBA shall indemnify and save the Township harmless against all claims, demands, suits or other forms of liability, which may arise by reason of any action taken in making deductions and remitting the same to the PBA pursuant to this Section A of this Article. Any such written authorization may be withdrawn at any time by filing a written notice of such withdrawal with the Township's Personnel Officer. Withdrawals shall become effective fifteen (15) days after such filing.

In accordance with N.J.S.A. 34:13A-5.11 through 34:13A-5.15 the Workplace Democracy Enhancement Act (WDEA), the Township of Cherry Hill recognizes the Cherry Hill Policemen's Benevolent Association Local 176 as an Exclusive Representative Employee Organization as defined by the WDEA: *For the purposes of this section, "exclusive representative employee organization" means that an employee organization*

which has been designated as the exclusive representatives of employees in a collective negotiations unit.

As an Exclusive Representative Employee Organization, the PBA shall be the only organization entitled to the following exclusive rights:

- Access to members of the negotiations units.
- Access includes, but is not limited to, the following:
 - o The right to meet with individual employees in the premises of the public employer during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues; and
 - o The right to conduct worksite meetings before, during and after the workday, on the employer's premises; and
 - o The right to meet with newly hired employees for a minimum of 30 and a maximum of 120 minutes during new employee orientations (Pre-Academy).
- Within 10 calendar days from the date of hire of negotiations unit employees, public employers shall provide the following contact information to an exclusive representative employee organization in an Excel file format or other format agreed to by the exclusive representative employee organization: name, home address, home and personal cellular telephone numbers, date of hire, and any personal email address on file with the public

employer. Each time the employer updates this file, they shall provide it to the organization.

- Exclusive representative employee organizations shall have the right to use the email systems of public employers for union businesses.
- Exclusive representative employee organizations shall have the right to use government buildings and other facilities that are owned and leased by government entities to conduct meetings, provided such use does not interfere with governmental operations.

Further, in accordance with N.J.S.A. 52:14-15.9e, the Township of Cherry Hill and the PBA agree that dues shall only be deducted for payment to the duly certified majority representative (Cherry Hill PBA Local 176). Existing written authorizations for payment of dues to an employee organization other than the PBA shall be terminated immediately following the ratification of this agreement.

ARTICLE 31

SHIFT BIDDING

- A. All Officers within the Patrol Division (meaning all Officers other than those assigned to the Investigative Unit, Traffic Safety Unit, Community Relations Unit, Office of Emergency Management, or Information Technology Unit) shall be assigned a shift in accordance with the provisions of this Article.
1. In or about October of each year, officers within the Patrol Division shall be provided the shift assignment form to indicate their preference for assignment for the upcoming year.
- i. The choices for assignment shall be as follows:
- a. 6:00am to 6:00pm
 - b. 7:00am to 7:00pm
 - c. 11:00am to 11:00pm
 - d. 6:00pm to 6:00am
 - e. 7:00pm to 7:00am
- ii. Each officer shall rank the shifts.
- iii. Each officer shall submit their completed shift assignment form to their immediate supervisor within two weeks of the issuance of the shift bidding form.
- iv. Officers shall be assigned their preferred shift on the basis of seniority.
- v. The department may assign officers with specialty training regardless of seniority.

- B. The Chief of Police will issue a personnel order listing all shift assignments with a minimum of thirty (30) days' notice from the effective date of the shift(s).
- c. All shift assignments shall be effective the first full week of the new calendar year if possible.
- d. All officers covered by this contract shall be assigned to work steady shifts and shall not rotate shift assignments nor their hours of work.

ARTICLE 32

SCHEDULING OF CONTRACTED LEAVE

- A. January - Contractual leave scheduling for the month of January shall be opened no later than November 1st of the preceding year.
 - 1. From the time scheduling is open until November 30th at midnight, all requests for contractual leave for the month of January shall be granted by seniority.
 - 2. From December 1st until the "squad scheduling event", all requests for contractual leave for the month of January shall be granted on a first-come, first-served basis based on the timestamp of the leave request.
- B. February through December -within two weeks of the completion of the yearly schedule after shift bidding, squad/division/unit shall participate in a "squad scheduling event". During this event, officers shall be permitted to

schedule their contractual leave for the remainder of the calendar year.

C. Time off request after the "Squad Scheduling Event" has concluded:

1. Once the "Squad Scheduling Event" has been completed, all requests for time off shall be entered by the requesting officer using the department's time management system.
2. Time off requests will be granted on a first come, first serve basis based on the timestamp of the time management system.
3. If two or more requests have identical timestamps, time off shall be granted on the basis of seniority.

ARTICLE 33

ADDITIONAL PROVISION

Article 34 is added to this Agreement to provide that any provisions of the within contract that conflict with the aforesaid amendments shall be and are superseded by this Agreement. Any contractual provisions not addressed above shall remain in effect. This agreement is subject to ratification of the PBA as well, and the Township Council. The respective committees agree to recommend the agreement.

ARTICLE 34

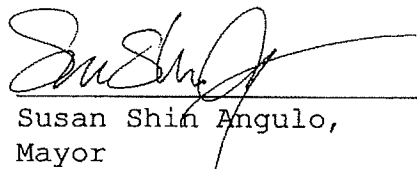
TERM AND RENEWAL

This Agreement shall have a term from January 1, 2022 through December 31, 2025. If the parties have not executed a successor agreement by December 31, 2025, then this agreement shall continue in full force and effect until a successor agreement is executed. Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Cherry Hill, New Jersey on this day of January, 2023.

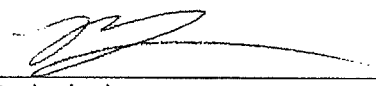
TOWNSHIP OF CHERRY HILL

CHERRY HILL POLICE BENEVOLENT
ASSOC., LOCAL NO. 176



Susan Shin Angulo,
Mayor

PIO Matthew Glassman # 450
Matthew Glassman, PBA 176 President



Primitivo Cruz,
Township Solicitor

PIO Dennis Moore # 389
Dennis Moore, PBA Local No. 176

Det. Dan Lyons # 366
Dan Lyons, PBA Local No. 176

PBA Local 176 (Rank and File)
AND Cherry Hill Township
SIDE BAR AGREEMENT REGARDING SIDE WORK

The following agreement shall supplement the MOU and contract entered into between the parties for the 2022-2025 agreement.

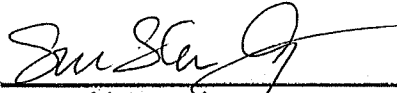
1. Article 12 – Hours and Overtime

- a. Detail rate for outside vendors shall be a minimum of \$85 per hour for the officer, with administrative fee to be determine by the Township. This rate may be raised by ordinance.
- b. All detail work completed shall be paid to the officer within 2 pay periods of the work.
- c. All detail work completed for Camden County shall be a minimum \$62 per hour for the officer, with administrative fee to be determine by the Township. This rate may be raised by ordinance.
- d. All detail security work shall be a minimum \$70 per hour for the officer, with administrative fee to be determine by the Township. This rate may be raised by ordinance.


2. Any contractual provisions not addressed above shall remain in effect.

Township of Cherry Hill

PBA Local No. 176



Susan Shin Angulo,
Mayor



Daniel Patton, PBA President



Primitivo Cruz,
Township Solicitor