

3-0266  
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1973-1974

Resolution 72-11-37

Cherry Hill Twp. and  
New Jersey State Police - Ben L. ...  
local 176 + Fraternal Order of Police  
Lodge 28

4557

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Institute of Management and  
Labor Relations

RESOLUTION ADOPTING A REGULATION IN  
REGARD TO PERSONNEL IN THE TOWNSHIP  
OF CHERRY HILL, COUNTY OF CAMDEN

MAY 20 1974

Supervisory

RUTGERS UNIVERSITY

BE IT RESOLVED by the Township Council of the Township

of Cherry Hill in the County of Camden that the following regulation in  
regard to personnel be and is hereby adopted:

All permanent full time employees whose job title, base  
salary and range are classified under Sections 1 and 2 of the Salary  
Ordinance, and who have been employed by the Township for at least  
one (1) year are entitled to receive the following notice of separation  
from the Township or severance pay in lieu thereof:

Grade 38 and above - three (3) months

Grade 27 to 37 inclusive - two (2) months

Grade 15 to 27 inclusive - one (1) month

Grade 14 and below - two (2) weeks

Exceptions to this provision are hereby set forth for any  
employee discharged for misappropriation of public funds or property to  
his own use; using his office or public position for personal gain;  
deliberate insubordination. Conversely, employees are expected to give  
the Township comparable notice of intention to terminate employment.

Said payment shall be due as of the date of separation  
and shall be paid not in a lump sum, but in accordance with the Salary  
Ordinance of the Township of Cherry Hill and in lieu of any other payment.

Adopted: ~~November 30, 1972~~

*John S. Holden*  
Mayor

Attest:

*Ed M. Worek*  
Township Clerk - Deputy

AGREEMENT FOR SUPERVISORY EMPLOYEES

AGREEMENT between the Township of Cherry Hill, in the County of Camden, hereinafter called "Township", and the New Jersey State Policemen's Benevolent Association, Inc., Local 176, and the Fraternal Order of Police, Cherry Hill Lodge 28, hereinafter called "Bargaining Agent", made and entered into this 13th day of November, 1972.

W I T N E S S E T H:

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

2. The salary scale for all employees for the calendar years 1973 and 1974 shall be in accordance with the following:

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Sergeants	11,279	11,943	12,389	13,032	13,711
Lieutenants	11,761	12,456	13,063	13,810	14,598
Captains	12,368	13,011	13,690	14,411	15,168
Inspectors	13,384	13,960	14,561	15,189	15,842

In the event that the Federal Wage Control, known as "Phase II", should end or change during the term of this contract,

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salary will become open for renegotiation.

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

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

5. Employees will be paid on a weekly basis.

6. A clothing allowance for employees required to wear civilian clothes shall be paid in the amount of \$300.00 for 1973 and 1974.

7. Unless compensatory time off is granted for court duty, payment shall be made at the rate of \$3.00 per hour for such duty.

8. Payment shall be made for compensatory time

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

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

- a. First calendar year - one (1) schedule working week.
- b. Second through seventh calendar year, inclusive - two (2) schedule working weeks.
- c. Eighth through fifteenth calendar years, inclusive - three (3) schedule working weeks.
- d. In each calendar year thereafter - four (4) working schedule weeks.

The accumulation of annual leave shall only be permitted at the discretion of the division head. If accumulation is permitted, it must be utilized as compensatory days in the ensuing calendar year at such times as the needs of division operations will permit. Compensation in lieu of annual leave shall be granted only in the case of permanent separation in good standing, for the portion then earned. An annual leave schedule shall be prepared by each division head in compliance with the preceding, with due consideration for the conduct of the divisional operations, the desires of employees, seniority, performance ratings, date of filing request and similar factors.

As compensatory time off in lieu of official holidays, each officer shall be granted ten (10) working days of annual leave, to be used at a time approved by the division head.

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

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

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

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

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accumulated prior to January 1, 1965.

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

12. If an injury is suffered by an employee which is determined to be compensable under the Workmen's Compensation laws of the State of New Jersey, the township shall pay the difference between the employee's normal full pay and the temporary Workmen's Compensation benefits received so long as the employee continues to receive temporary disability benefits. In such cases, no charge shall be made against the accumulation of sick leave allowances except for the severance pay provision under paragraphs 4 and 5, pages 7 and 8, of the "Policies, Rules & Regulations Relating to Full-Time

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Township Employees", adopted May, 1971, whether these are in effect or not. For the purposes of said paragraphs 4 and 5, the accumulation of unused sick leave in Workmen's Compensation cases shall have deducted from it the proportion of days which the township has paid during the period of temporary disability.

13. This agreement shall be effective for the calendar years 1973 and 1974. It incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this agreement.

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

7.

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

Attest:

W. Robert Berman  
Township Clerk

John J. Hiller  
Mayor

N.J. POLICEMEN'S BENEVOLENT  
ASSOCIATION, LOCAL 176

Michael Santarpio  
Michael Santarpio

Elizabeth Sykes  
Witness

FRATERNAL ORDER OF POLICE  
CHERRY HILL LODGE 28

Leon Angelos  
Leon Angelos