

Cherry Hill Township and  
Supervisory Police Officers

Resolution 71-12-10

1971-1972

RATIFYING AND AUTHORIZING SIGNATURE  
OF AGREEMENTS REACHED BY COLLECTIVE  
BARGAINING WITH POLICE OFFICERS

WHEREAS, extensive negotiations have taken place  
with bargaining agents for police personnel both supervisory and non-  
supervisory; and

WHEREAS, this agreement provides for a two year  
contract; and

WHEREAS, the salaries set forth within have in fact  
been paid since January 1, 1971; and

WHEREAS, Council has reviewed the terms thereof and  
a copy of said agreements is attached to the Resolution and made part hereof;

NOW, THEREFORE, BE IT RESOLVED by the Township  
Council of the Township of Cherry Hill that the agreements as attached and  
as ratified by the personnel covered therein are ratified and the proper  
officials of the Township of Cherry Hill are authorized to execute the same.

Provided, however, that all financial agreements therein  
that exceed the Phase II guide line of 5.5% shall not go into effect until  
such time as they are approved by the proper federal agency that administers  
the Phase II program.

BE IT FURTHER RESOLVED, that copies of the agreements  
be immediately forwarded to the proper governmental agency for their clearance.

Adopted: December 13, 1971

Attest:

H Robert Pennell  
Township Clerk

John S. Wilcox  
Mayor

THIS BOOK DOES  
NOT CIRCULATE

LIBRARY  
Institute of Management and  
Labor Relations  
MAY 20 1976  
RUTGERS UNIVERSITY

AGREEMENT FOR SUPERVISORY EMPLOYEES

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

W I T N E S S E T H:

1. Pursuant to Chapter 303, of the Public Laws of New Jersey of 1968, Township hereby recognizes Bargaining Agent as the exclusive representative of the 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 year 1971 shall be in accordance with the following:

STEPS	1	2	3	4	5
Sergeants	10,250	10,890	11,320	11,940	12,595
Lieutenants	10,715	11,385	11,970	12,690	13,450
Captains	11,300	11,920	12,575	13,270	14,000
Inspectors	12,280	12,835	13,415	14,020	14,650

3. Each employee shall receive a merit increase of one step within the range of the employee's grade above the step of the previous salary scale which he occupied in 1970, effective January 1, 1971, unless said employee is at the maximum step.

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

5. 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.

6. 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.

7. Employees will be paid on a weekly basis.

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

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

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

11. 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 year, 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 eight (8) working days of annual leave, to be used at a time approved by the division head.

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

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

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

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

13. 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.

14. 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 Township Employees", adopted in 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.

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

16. This agreement shall be effective for the calendar years 1971 and 1972. It incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this agreement.

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

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

(Corporate Seal)

THE TOWNSHIP OF CHERRY HILL  
IN THE COUNTY OF CAMDEN

Attest:

By:

John S. Hollen  
Mayor

H. Robert Bunnick  
Township Clerk

BARGAINING AGENT

By:

Victor Taylor  
Victor Taylor

John Bunnick  
Witness

TOLL, FRIEDMAN & PINSKY

By:

Nathan A. Friedman  
Nathan A. Friedman