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THIS DOES NOT
CIRCULATE

04-12

A G R E E M E N T

Between:

TOWNSHIP OF CHERRY HILL,
CAMDEN COUNTY, NEW JERSEY

and

SUPERIOR OFFICERS ASSOCIATION

January 1, 1975 through December 31, 1976

LIBRARY
Institute of Management and
Labor Relations

NOV 7 1978

RUTGERS UNIVERSITY

Law Offices:
Gerald L. Dorf, P.A.
2376 St. Georges Avenue
Rahway, New Jersey 07065

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PREAMBLE

This Agreement entered into this day of ,
1975, by and between the TOWNSHIP OF CHERRY HILL, in the County of
Camden, New Jersey, a municipal corporation of the State of New Jersey,
(hereinafter called the "Township"), and 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 Lodge as the representative for the purposes of collective negotiations for all sergeants, lieutenants, and captains employed in the Bureau of Police, but excluding Special Police, School Crossing Guards, Police Reserve, Dispatchers, Managerial Executives, Confidential Employees, Professional Employees, Craftsmen and all Supervisory Employees within the meaning of the Act, and all other employees of the Township of Cherry Hill.

B. The 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

A. 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 AND RESPONSIBILITIES

A. Authorized representatives of the Association, whose names shall be filed in writing with the Township Manager, or his designee, shall be permitted to visit any Police facility for the purpose of processing or investigating grievances, provided that prior approval has been secured from the Director of Public Safety, or his designee, on condition that such prior approval shall not be unreasonably withheld. At least one (1) authorized 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 absence, the First 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 Director of Public Safety, or his designee.

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

Article III continued:

documents to the Association.

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, authority, duties or other responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE V

LEAVE OF ABSENCE WITHOUT PAY

A. A leave of absence without pay shall, in the discretion of the Township, be granted for good cause to any employee who has been employed for a period of ninety (90) days after the probationary period.

ARTICLE VI

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operations.

B. Neither the 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 an other employee or group of employees of the Township.

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any legal and statutory remedies.

E. Nothing contained in this Agreement shall be construed

Article VI continued:

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 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 Bureau staff.

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

B. Definition

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

C. Steps of the Grievance Procedure

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

Step One:

(a) An aggrieved employee or the S.O.A. on behalf of an aggrieved employee or employees or the Township shall institute

Grievance Procedure continued:

action under the provisions hereof within fifteen (15) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said fifteen (15) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within two (2) days of the informal discussion, the grievant may proceed to Step Two.

Step Two:

(a) In the event a satisfactory settlement has not been reached at Step One, the employee or the S.O.A. shall, in writing and signed, file his grievance with the supervisory officer at the next level of command within the Bureau, within five (5) days of a decision at Step One.

(b) The supervisory officer at the next level of command shall render a decision in writing within five (5) days from the receipt of the grievance.

Step Three:

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

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

Step Four:

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

(b) The Township Manager shall review the decision of the Director of Public Safety and within twenty (20) days from receipt of the grievance make a written determination

Step Five:

(a) In the event the grievance has not been resolved at Step Four, the S.O.A. may within ten (10) working days of the Township Manager's decision request arbitration. The arbitrator shall be chosen in accordance with the Rules of the American Arbitration Association.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Township Manager. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The S.O.A. shall pay whatever costs it may have incurred in processing the case to arbitration.

(c) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance, and shall have the authority to recommend remedying the grievance. In formulating his decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

Grievance Procedure continued:

(d) The costs for the services of the arbitrator shall be borne equally between the Township and the S.O.A., unless the S.O.A. elects to withdraw, in which case any fees of the A.A.A. shall be paid by the S.O.A. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

(e) The arbitrator shall set forth his findings of facts and reasons for making the award within thirty (30) days after conclusion of the arbitration hearing unless agreed to otherwise by the parties.

(f) No response at any Step in this procedure by the Township or its agents shall be deemed to be a negative response upon the termination of the applicable time limits the grievant may proceed to the next step.

(g) Group grievances, which shall be defined as those affecting "substantially" all of the members of the Lodge shall be filed by the Lodge and by the Lodge only at Step Three.

(h) The Township reserves the right to file in writing a grievance on its behalf with the Executive Board of the Lodge which shall conduct a conference with the representatives of the Township within ten (10) days of the filing of the grievance, and which shall render a determination within ten(10) days of said conference. In the event that the Township is unsatisfied with the determination of the Lodge Executive Board, the Township may then proceed to the final step of this Grievance Procedure.

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

ARTICLE VIII

COMPENSATION

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

ARTICLE IX

SICK LEAVE

- A. Paid sick leave shall be earned at the rate of fifteen (15) days per year subsequent to January 1, 1965.
- B. Sick leave is defined as a temporary inability to perform one's duties by reason of injury, illness or disease.
- C. Unused sick leave shall accumulate without limitation from year to year of employment.
- D. Sick leave shall be deemed to have been earned and accumulated at the rate of seven and one-half (7 1/2) days per year of service prior to January 1, 1965, regardless of the actual number of days used or earned.
- E. In the event of compensable illness or injury within the meaning of the New Jersey Workmen's Compensation statute, the Township shall pay to the employee the difference between the normal full rate of pay and any Temporary Disability Benefits payable pursuant to the Workmen's Compensation Statute so long as the employee is entitled to such Temporary Disability Benefits.
- F. An employee entitled at retirement to compensation for unused accumulated sick leave shall at the time of retirement have deducted therefrom a dollar amount equal to the amount paid by the Township to said employee in excess of that required to be paid by the temporary disability benefits provisions of the Workmen's Compensation Statute. In the event there are insufficient funds payable to the employee as a result of accumulated

Article IX continued:

unused sick time, the employee shall not be required to make any reimbursement to the Township.

ARTICLE X

COLLEGE INCENTIVE PROGRAM

A. Each employee who enters the College Incentive Program pledges to achieve an Associate of Arts Degree in Police Science, administration or related field of study as designated by the institution of 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 Director of Public Safety.

C. Upon presentation of proof of successful completion through institutional records payments shall be added to salary at the end of each semester either in February, June or September.

D. In the event an employee does not earn any additional credits for three (3) consecutive semesters, all payments hereunder shall cease. The employee may reinstate himself in the program but credits earned prior to his reinstatement shall not be compensated until attainment of the Associate of Arts Degree. The employee may make application to the Director for relief from the provisions of this Section.

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

F. The highest level of compensation under this program shall

Article X continued:

be those credits up to and including the Bachelor's degree.

ARTICLE XI

EXCHANGE OF HOURS OF DUTY

A. The request for exchange of hours of duty by an employee may be granted by the Director or his designee provided such request has been made through channels and in conformance with the needs of the Bureau.

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

ARTICLE XII

HOURS AND OVERTIME

A. Sergeants required to work in excess of their regular shift, with the approval or at the request of their supervisor, shall be paid at one and one-half (1 1/2) times their regular rate of pay on the following basis:

1. 0 - 15 minutes - No pay
2. 16 minutes and after - Time and one-half rate retroactive to the first minute.

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

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

D. Compensatory time off earned during a calendar year if unutilized will be compensated for at straight time rates by the Township unless the employee requests and is granted the right to accumulate such time off for the succeeding year. Such approval may be granted in the discretion of the Department Head.

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

Article XII continued:

E. The regular duty schedule will provide a basic work week of forty (40) hours. As is the present practice, where the schedule involves regular shifts other than eight (8) hours, the general schedule will provide offsets to insure the maintenance of the forty (40) hour base work week during the course of the year.

F. In the event of overtime in excess of a regular shift or recall to duty, Lieutenants and Captains may elect to be compensated in either pay or time off at straight time rates.

ARTICLE XIII

CLOTHING ALLOWANCE

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

B. Persons who act in or are temporarily assigned to the position of Detective for a minimum of five (5) working days shall be paid the allowance on a pro rated monthly basis for that month and each month thereafter.

ARTICLE XIV

HOLIDAYS

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

B. Holidays earned in one (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 XV

VACATIONS

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

- | | | |
|----|--|-----------------------------------|
| 1. | During the first calendar year of employment if appointed after June 30 | 0 Days |
| 2. | During the first (1st) calendar year of employment if appointed prior to June 30 | One (1) scheduled working week |
| 3. | From the second (2nd) through and including the seventh (7th) calendar year of employment | Two (2) scheduled working weeks |
| 4. | From the eighth (8th) through and including the fifteenth (15th) calendar year of employment | Three (3) scheduled working weeks |
| 5. | From and after the sixteenth (16th) calendar year of employment | Four (4) scheduled working weeks |

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

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

ARTICLE XVI

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

C. Employees intending to retire on other than disability pension shall accordingly notify the Director of Public Safety, or his designee by November of the previous year in which said retirement is to become effective. Such notice provision shall not apply to any employee who retires because of conditions not known or reasonably foreseeable by the employee.

D. In the event of an employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation, sick leave days or other compensatory time as provided in this Agreement. Payment shall be made at the employee's rate of pay at the time of his death.

Article XVI continued:

E. In the event of an employee's separation from service for any reason not set forth in Section B or D above, all accumulated vacation, holidays and other compensatory time shall be paid at the then rate of pay to the employee, except that no payments shall be made for accumulated sick leave.

F. For benefits payable in the then current year in all cases of separation, death or retirement, all vacation, holidays, sick leave days and other compensatory time shall be pro-rated as of the first of the month if the resignation, death or retirement is effective prior to the fifteenth (15th) day of the month and as of the last day of the month if the resignation, death or retirement is effective after the fifteenth (15th) of the month. Benefits shall be pro-rated on the calendar year from January 1 through December 31.

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

ARTICLE XVII

SERVICE RECORDS

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

ARTICLE XVIII

BULLETIN BOARD

A. The Township shall provide one (1) bulletin board for the posting of notices relating to matters and official business of all Police organizations.

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

ARTICLE XIX

BEREAVEMENT LEAVE

A. Because of death in the immediate family, leave with pay shall be granted from the day of death until the day after the day of interment, inclusive. The immediate family shall include parents, parents-in-law, spouse, children, brothers or sisters, grandparents, brothers- or sisters-in-law and other residents residing in the employee's home.

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

ARTICLE XX

TRAVEL EXPENSE

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

ARTICLE XXI

HOSPITALIZATION

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

ARTICLE XXII

MILITARY 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 allowances, such employee shall receive credit for time spent in active military service upon his return to Township service. In addition, leave of absence for active field training in a military reserve unit shall be granted during the period of such training with full pay, less any reimbursement for time from the military.

B. The Township shall not be entitled to reimbursement under this Section for days served during the period of such field training which exceed his normal work week for that period.

ARTICLE XXIII

PERSONAL DAYS

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

ARTICLE XXIV

STATUTORY AND LEGAL RIGHTS

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

ARTICLE XXV

ORDINANCES, RESOLUTIONS AND POLICIES

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

ARTICLE XXVI

SEPARABILITY AND SAVINGS

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

ARTICLE XXVII

SUPERCEDING CLAUSE

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

ARTICLE XXVIII

FULLY BARGAINED PROVISIONS

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

ARTICLE XXIX

TERM AND RENEWAL

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

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

SUPERIOR OFFICERS ASSOCIATION

By: Eugene Dabrowski
Captain Eugene Dabrowski, President

Domenico Di Eva
Captain Domenico Di Eva

TOWNSHIP OF CHERRY HILL,
CAMDEN COUNTY, NEW JERSEY

By: _____
Mayor

Carrol F. Pickens
Carrol F. Pickens, Township
Manager

Thomas O'Rourke, Director of
Public Safety

SCHEDULE A

The salaries for police department superiors shall be as indicated on the following chart from and after the date shown:

A. Sergeants:

(Step)	1	2	3	4	5
1/1/75	12,606	13,310	13,783	14,464	15,184
7/1/75	13,306	14,010	14,483	15,164	15,884
1/1/76	14,056	14,760	15,233	15,914	16,634
7/1/76	14,856	15,560	16,033	16,714	17,434

B. Lieutenants:

1/1/75	13,706	14,410	14,883	15,564	16,284
7/1/75	14,406	15,110	15,583	16,264	16,984
1/1/76	15,156	15,860	16,333	17,014	17,734
7/1/76	15,956	16,660	17,133	17,814	18,534

C. Captains:

1/1/75	14,806	15,510	15,983	16,664	17,384
7/1/75	15,506	16,210	16,683	17,364	18,084
1/1/76	16,256	16,960	17,433	18,114	18,834
7/1/76	17,056	17,760	18,233	18,914	19,634

D. In the event of promotion, an officer's salary shall be increased by a minimum of five (5%) percent and the officer shall be placed at the next highest step not to exceed the maximum for the rank.

LETTER OF INTENT

It is understood by and between the Township of Cherry Hill and the Superior Officers Association that the following Sergeants shall be placed at Step 4 effective January 1, 1975 and shall advance normally:

1. W. Moffet
2. W. Halscheid
3. R. Melson
4. H. Gibson

SUPERIOR OFFICERS ASSOCIATION

By: Eugene Dabrowski
Captain Eugene Dabrowski, President

Domenico Di Eva
Captain Domenico Di Eva

TOWNSHIP OF CHERRY HILL

By: Carrol Pickens
Carrol Pickens, Township Manager

Thomas O'Rourke
Thomas O'Rourke, Director of Public Safety