

**AGREEMENT**

**BETWEEN**

**CHERRY HILL POLICE BENEVOLENT ASSOCIATION  
LOCAL NO. 176**



**AND**

**TOWNSHIP OF CHERRY HILL,  
CAMDEN COUNTY, NEW JERSEY**

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**JANUARY 1, 2006 THROUGH DECEMBER 31, 2009**

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## **PREAMBLE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005 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**

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 Local against any Employee because of race, color, creed, age, sex, national origin, marital status, membership or non-membership in the Local and participation or the lack thereof in Legal Local activities as permitted herein. The Township shall not discriminate against any Employee because of political affiliation or activity, except as is consistent with State and Federal laws regulating such activity by Municipal Police Officers.

## ARTICLE 3

### LOCAL RIGHTS AND RESPONSIBILITIES

A. Authorized representatives of the Local, whose names shall be filed in writing with the Mayor, 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 Chief of Police, or his 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 **NJSA 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 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, 1<sup>st</sup> VP, 2<sup>nd</sup> VP, Secretary, Treasurer, Guard, Conductor, Chaplain;  
National Offices: President, VP, Secretary, Treasurer, Guard, Conductor, National Trustee, and effective with the approval of this Agreement, 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. The year's allocation may be used anytime, subject to the Chief's approval.

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, the female Police Officer will be relieved of her street duties and assigned to an in-house function by the

Chief of Police.

The female Police Officer will receive a one (1) month leave of absence with pay, after the birth of her child.

C. Any male Police Officer shall be eligible for a paternity leave with pay for one (1) work week immediately after the birth of his child.

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

## **ARTICLE 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. A 24 hour work period shall be comprised of three (3) scheduled eight (8) hour shifts.

G. Upon the occurrence of a "sick out" as defined above, each member who has reported in sick shall be examined by a physician of his choice within twenty-four (24) hours of the time reporting sick and such member shall submit a report from said physician indicating the nature of the Employee's illness and recommendations therefore. Said report is to be delivered to the Chief of Police within twenty-four (24) hours of the time or his examination by his physician.

H. A determination of whether such Employee is of sufficient good health to carry out his assigned duties shall be made by Chief of Police taking into account said physician's report and recommendations. A determination that such Employee is not of sufficient good health to carry out his assigned duties shall be an excused absence.

I. In the event that the Chief of Police determines that the Employee was in sufficient good health to carry out his assigned duties, said Employee shall be subject to disciplinary action up to dismissal. Procedures as outlined in the Police Disciplinary Code shall govern, except that the Mayor's decision may be appealed to Binding Arbitration. Said appeal must be filed within ten (10) working days of the Mayor's decision. The Arbitrator shall be chosen in accordance with the rules of the Public Employment Relations Commission. The costs shall be borne equally between the Township and the appealing party.

## **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 its designee.

(b) The Mayor or its 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 on Schedule "A" annexed hereto.

B. Each member of the Bargaining Unit who has completed five (5) full years of continuous service shall receive longevity pay as follows: Such longevity pay shall begin on the Employee's anniversary of employment and shall be paid along with regular payroll thereafter.

The following longevity shall be in effect:

6-9 years inclusive	7.25% annual base
10-14 years	7.75% annual base
15-19 years	8.25% annual base
20-24 years	8.75% annual base
25 years and over	9.25% annual base

C. 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.

D. 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.

E. 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.

F. 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.

G. No sooner than 30 days after the execution of this contract by both parties, the Township shall issue paychecks on a bi-weekly basis.

## **ARTICLE 9**

### **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. Sick leave shall be deemed to have been earned and accumulated at the rate of seven and one-half (7½) days per year of service prior to January 1, 1965 regardless of the actual number of days used or earned.

D. Sick leave accumulated prior to January 1, 1983, shall be retained in full and paid at retirement based upon the retirement rate of pay.

E. Sick leave accumulated subsequent to January 1, 1983 shall be retained in full and paid at retirement at the rate of pay at which it was earned.

F. In utilizing sick leave for injury, illness or disease, the sick days earned in the year in which the Employee is injured or ill shall be used first. After the current year's sick leave is exhausted, illness or injury shall be charged against sick days earned after January 1, 1983, starting with the oldest days. Once sick leave earned subsequent to January 1, 1983 has been exhausted, sick leave accumulated prior to 1983 shall be drawn upon.

G. 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.

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

I. Employees hired prior to January 1, 1985

As of January 1, 1985, all accumulated sick leave earned by members of this Bargaining Unit shall be vested, preserved and "grandfathered" and shall be payable at the rate of pay as set forth in Sections D & E hereof.

In addition to the above vested days each member of said unit for 1985 shall be granted an additional five (5) days sick leave for that year and each member of the bargaining unit shall be entitled to accumulate a maximum of two hundred (200) unused sick days for which payment shall be made upon retirement at the rate set forth in Section D & E hereof.

J. Employees hired after July 1, 1985

For Employees hired after July 1, 1985, unused sick leave shall accumulate without limitation from year to year of employment. Upon retirement, said Employees shall receive payment for fifty (50%) percent of their accumulated sick leave days, up to a maximum of two hundred (200) days. Payment upon retirement for such accumulated sick leave days shall be at the rate of pay as set forth in Sections D & E hereof.

K. 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 days.



## ARTICLE 10

### 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 higher learning as being within their law enforcement degree program.

B. Each Employee shall be compensated at the rate of one dollar (\$1.00) 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 or Chief of Police.

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

D. In the event an Employee does not earn any additional credits for three (3) consecutive semesters, all payments hereunder shall cease. The Employee may reinstate him/herself in the program, but credits earned prior to his reinstatement shall not be compensated until the attainment of the Associate of Arts Degree. The Employee may make application to the Chief of Police 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 be those credits up to and including the Bachelor's degree.

G. The terms and provisions of this Article shall not apply to any Employee hired on or after May 14, 1999. Effective May 14, 1999, newly hired Police Officers shall be expected to possess a Bachelor's Degree from an accredited college or university or shall sign an agreement when hired to obtain such a degree at their own expense within a specified period of time as a condition of continued employment.

## ARTICLE 11

### EXCHANGE OF HOURS OF DUTY

A. The request for exchange of hours of duty by an Employee may be granted by the Chief or his 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 12 shall not apply to the second shift unless the officer is ordered to work hours in excess of his shift, in which case Article 12 shall be applicable to those excess hours.

## ARTICLE 12

### HOURS AND OVERTIME

A. 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 (1½) 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 retroactive to the first minute

B. 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 (1½) times the regular rate of pay or at straight time rates in compensatory time off. Employees shall be paid a minimum of four (4) hours, regardless of actual time recalled to duty.

C. Off Duty Court appearances, as required in the line of duty shall be compensated by means of compensatory time 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.

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 at the discretion of the Bureau Head, 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 Bureau Head.

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.

Compensatory Time Off when paid shall be at the rate in effect when earned.

**ARTICLE 13**

**CLOTHING ALLOWANCE**

**A. Clothing Maintenance Allowance**

A Clothing Maintenance Allowance will be paid to all members providing that they certify the money is used solely for cleaning and maintenance of police uniforms and clothing required for duty. The payment shall be \$260.00 each year. This payment shall be made with the first payroll after January 1 of each year.

**B. Clothing Allowance**

(1) For the calendar years 2005 through 2009 the following Allowances for all non-uniformed and uniformed Employees shall be in effect in addition to the Clothing Maintenance Allowance set forth above:

Detective	\$1,075
Uniformed Officers	\$ 950

(2) Detectives shall submit vouchers and receipts for clothing to the office of the Chief of Police for approval.

(3) Persons who act in or are temporarily assigned to the position of Detective or Investigator 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.

(4) Clothing allowance for the final calendar year of service shall be pro-rated to the number of months worked.

(5) For uniformed officers, clothing requisition forms shall be submitted to the Office of the Chief of Police for approval.

(6) Officers holding the position of Detective or Investigator must fully utilize their annual clothing allowances on or before 2/15 of the next succeeding calendar year. If the annual clothing allowances are not fully utilized by 2/15 of the next succeeding calendar year, any unused portion shall be forfeited.

C. Bargaining Unit Employees, including Investigators/Detectives may elect each year to receive his/her clothing allowance in cash or the voucher reimbursement system presently in effect. The cash payment shall be paid with the first payroll after January 1 of each year to each Police Officer who has submitted a written statement certifying that the money will be used solely for the purpose of providing and maintaining of police uniforms. All uniform and equipment specifications shall remain the right and responsibility of the Chief and the Township and only those items may be worn.

D. 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.

## **ARTICLE 14**

### **HOLIDAYS**

A. Each covered Employee of the Department shall be granted fourteen (14) days per year.

These days are in lieu of official paid holidays and are to be scheduled at the discretion of the Chief of Police or his 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 15**

### **VACATIONS**

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

During the 1 <sup>st</sup> calendar year of Employment if appointed after June 30	One (1) week prorata
During the 1 <sup>st</sup> calendar year of employment if appointed prior to June 30	One (1) scheduled working week
From the 2 <sup>nd</sup> through & including the 5 <sup>th</sup> calendar year of employment	Two (2) schedule working weeks
From the 6 <sup>th</sup> through & including the 10 <sup>th</sup> calendar year of employment	Three (3) scheduled working weeks
From the 11 <sup>th</sup> through & including the 15 <sup>th</sup> calendar year of employment	Four (4) scheduled working weeks
From and after the 16 <sup>th</sup> calendar year of employment	Five (5) scheduled working weeks

Accumulation of annual vacation leave from year to year may be permitted at the discretion of the Department Head 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 16

### 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-II.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, 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 Chief of Police, or his 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, 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.

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, sick leave days and other compensatory time shall be pro-rated on the calendar year from January 1 through December 31.

G. For benefits payable in the then current year in all cases where the Employee died while in the line of duty, all vacation, holidays, sick leave days and other compensatory time which would have accrued for the entire calendar year (in the year of the Employee's death), shall be payable to the Employee's estate or legal representative.

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

I. Upon retirement from Cherry Hill Township after completion of twenty-five (25) years of service in the PFRS, medical, dental and prescription insurance coverage 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.

Should the retiree move out of the area serviced by the Township's coverage, the retiree and his/her family shall be provided with a quarterly reimbursement for medical coverage, providing 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 per year, four-thousand five hundred dollars (\$4,500). Effective January 1, 2005 the maximum cost to the Township shall increase to six thousand (\$6,000) dollars per annum.



Effective January 1, 2006 the maximum cost to the Township under this section shall not exceed fifty (50%) percent of the actual cost of the insurance for the retiree and his/her family up to Nine Thousand (\$9,000.00) Dollars annually.

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 beginning January 1, 2006.

This coverage shall only be for medical and surgical coverage in effect at this time.

J. Upon retirement, the Employee shall have the option to receive accumulated sick leave payment in a lump sum or in a pay out over a time period mutually agreed to by the Employee and the Township.

## **ARTICLE 17**

### **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 of his or her service record 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 his 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 18**

### **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 19**

### **BEREAVEMENT LEAVE**

- A. Because of death in the immediate family, leave with pay shall be granted for a period not to exceed one (1) week from and including the day of death. 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 at the Township's discretion.

## **ARTICLE 20**

### **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 21**

### **HOSPITALIZATION AND MEDICAL BENEFITS**

- A. All hospital and medical benefits or equivalent currently provided to Employees and their families by the Township shall be retained and continued except that the Township shall have the right during the term of this Agreement to change the medical, prescription, or dental insurance plans so long as it is equivalent in benefits to the then existing plan.

As soon as practicable after the signing of this Agreement, all bargaining unit

members will become covered by the Aetna HMO or Aetna PPO Health Benefit Plan at the Employee's choice and without cost of premium contribution. Any change in the future will be for equivalent coverage. The Bargaining Unit member will be covered as he/she is: single, husband/wife, or family.

B. Effective calendar year, 1985, and each year thereafter, the Township shall provide dental benefits for Employees covered by this Agreement and each Employee's family under the New Jersey Dental Service Plan, on the following basis.

1. 100% coverage for preventive dental expense and diagnostic service expenses as defined in the Schedule of Basic Benefits, page 3 of the aforesaid New Jersey Dental Service Plan;

2. Coverage for Prosthodontics and Orthodontic Services as defined in page 3 and page 4 of aforesaid New Jersey Dental Service Plan on a 50/50 co-payment basis after each patient pay Fifty (\$50.00) Dollars deductible per calendar year, up to a One Hundred Fifty (\$150) Dollar maximum.

C. Effective January 1, 2006, 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: a Ten Dollar (\$10.00) co-payment for generic drug prescription and a Fifteen Dollar (\$15.00) co-payment for non-generic drug.

D. Medical benefits continued for dependents of Police Officers killed during the performance of their police duties.

1. The Township shall continue to pay premium costs for Blue Cross and Blue Shield Insurance for the spouse and/or dependent children to age nineteen (19) of any Police Officer killed while in the performance of his/her police duties, these payments shall

continue provided:

- a. The spouse of such deceased Police Officer does not remarry.
- b. The spouse of such deceased Police Officer does not obtain medical insurance/benefit coverage from an employer or any other source:
- c. The spouse does not qualify for medical insurance/benefit coverage as may be provided by a State or the Federal Government, including but not limited to Social Security, Medicare/Medicaid.

E. Effective January 1, 2006, and each year thereafter, the Township shall provide medical coverage for Employees covered by this Agreement and each Employee's family on the following basis: a Five Dollar (\$5.00) co-payment for Employees with HMO medical coverage and a Fifteen Dollar (\$15.00) co-payment for Employees with PPO medical coverage. Co-payments for specialists and other non-routine office visits may change January 1, 2006 in accordance with the Five Dollar (\$5.00) co-payment HMO plan and the Fifteen Dollar (\$15.00) co-payment PPO plan.

F. 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 22**

### **MILITARY LEAVE**

- 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 23**

### **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.

## **ARTICLE 24**

### **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 25**

### **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 26**

### **INSURANCE**

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

## **ARTICLE 27**

### **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 28**

### **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 29**

### **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 30**

### **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 31**

### **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.

B. Representation Fee

In addition, in accordance with the provisions of NJSA 34:13A-5.5, the Township agrees to deduct from the salaries of its Employees subject to this Agreement, but not members of the Local, a representation fee in lieu of dues for services rendered by the majority representative. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the

dues, fees and assessments and available to or benefiting only its membership dues, fees and assessment. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, NJSA (R.S. 52:14-15.9(3)) as amended. Said monies, together with records of any corrections, shall be transmitted to the PBA during the month following the monthly pay period in which deductions were made. Implementation of a payroll deduction for a representation fee will commence with a notification from the PBA, but not to exceed sixty (60) days from the date of notice.

If during the life of this Agreement there shall be any change in the rate of membership dues, the PBA shall furnish to the Township two (2) months written notice prior to the effective date of such change.

The PBA agrees to furnish the Township with a copy of its "demand and return system" which must be established and maintained by the PBA in accordance with the law.

The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken in making deduction and remitting the same to the PBA pursuant to Section B of this Article.

## **ARTICLE 32**

### **ADDITIONAL PROVISION**

Article 31 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.

## **ARTICLE 33**

### **TERM AND RENEWAL**

This Agreement shall have a term from January 1, 2006 through December 31, 2009. If the parties have not executed a successor agreement by December 31, 2009, 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 27 day of Dec, 2005.

**TOWNSHIP OF CHERRY HILL**

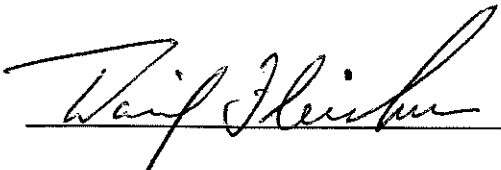
**CHERRY HILL POLICE BENEVOLENT ASSOC., LOCAL NO. 176**



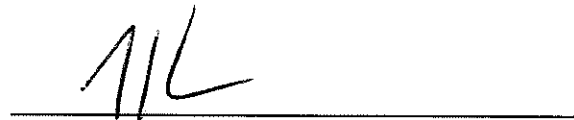
Bernard Platt, Mayor



Michael Hoeschele, President, Local 176

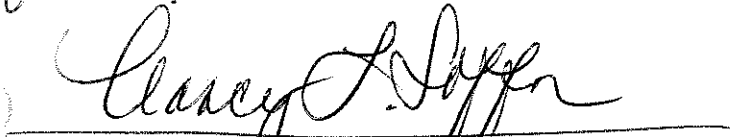


David Fleisher, Cherry Hill Council President



Eric Fagen, PBA Delegate, Local 176

ATTEST:

  
NANCY L. SAFFOS  
MUNICIPAL CLERK

## SALARY SCHEDULE A

	<u>Eff.</u> <u>1/1/06</u>	<u>Eff.</u> <u>1/1/07</u>	<u>Eff.</u> <u>1/1/08</u>	<u>Eff.</u> <u>1/1/09</u>
STEP 1	\$35,000	\$36,400	\$37,856	\$39,370
STEP 2	41,369	43,024	44,745	46,535
STEP 3	46,437	48,295	50,226	52,235
STEP 4	52,787	54,899	57,095	59,379
STEP 5	59,138	61,503	63,963	66,522
STEP 6	64,065	66,628	69,293	72,064
STEP 7	71,320	74,173	77,140	81,000
Beginning 23 <sup>rd</sup> yr.	\$71,928	\$74,806	\$77,798	\$81,000
Beginning 24 <sup>th</sup> yr.	72,537	75,438	78,465	81,594
Beginning 25 <sup>th</sup> yr.	73,145	76,071	79,114	82,278
<b>DETECTIVES</b>	<b>\$77,403</b>	<b>\$80,499</b>	<b>\$83,719</b>	<b>\$87,221</b>
Beginning 23 <sup>rd</sup> yr.	\$78,011	\$81,132	\$84,377	\$87,752
Beginning 24 <sup>th</sup> yr.	78,620	81,765	85,035	88,437
Beginning 25 <sup>th</sup> yr.	79,228	82,397	85,693	89,121