



SENIOR POLICE COMMAND CONTRACT

1 PREAMBLE

2
3 THIS Agreement, made and entered into at the Township of Gloucester, County
4 of Camden, New Jersey, as of this 1st day of January, 2011, by and between the
5 Township of Gloucester, hereinafter referred to as the "Township", and the Chief of
6 Police and the Deputy Chief of Police.

7
8 WITNESSETH:

9
10 WHEREAS, the Township and the Chief of Police and the Deputy Chief of Police.
11 recognize and declare that providing quality police protection for the Township is their
12 mutual aim; and

13
14 WHEREAS, the Township Council and the Mayor retain the basic decision
15 making powers over fiscal and management policies, although they are willing to
16 consult with employee representatives on employee oriented matters; and

17
18 WHEREAS, the Chief of Police and the Deputy Chief of Police under the direction and
19 authority of the Chief of Police of the police force are particularly qualified to advise the
20 formulation and policies and programs designed to improve the standards of police
21 protection; and

22
23 WHEREAS, the parties have reached certain understandings which they desire
24 to confirm in this Agreement.
25 In consideration of the following mutual covenants, it is hereby agreed as follows.

26
27 ARTICLE I: LEGAL REFERENCE

28
29 A. Nothing contained in this Agreement shall alter the authority conferred by
30 Law, Ordinance, Resolution, Administrative Code or Police Department Rules and
31 Regulations upon any Township Official or in any way abridge or reduce such authority.
32 This Agreement shall be construed as requiring Township Officials to follow the terms
33 contained herein, to the extent that they are applicable in the exercise conferred upon
34 them by Law.

35
36 B. Nothing contained herein shall be construed to deny or restrict to any
37 police officer such rights as he may have under any other applicable Laws and
38 Regulations. The rights granted to policemen hereunder shall be deemed to be in
39 addition to those provided elsewhere.

40
41 ARTICLE II: RECOGNITION

42
43 **THIS AGREEMENT**, entered into on this _____ day of _____, 2011, by and
44 between Gloucester Township, in the County of Camden, New Jersey (hereinafter
45 referred to as the "Township"), and the Chief of Police and the Deputy Chief of Police,
46 hereby establishes the following terms and conditions of employment for the position of

1 Chief of Police and Deputy Chief of Police. This agreement represents the complete
2 and final understanding on all bargaining issues between the Township and the Chief of
3 Police and the Deputy Chief of Police.
4

5 ARTICLE IIIA: RESPONSIBILITIES OF THE CHIEF OF POLICE

6 Pursuant to state law, the Ordinances of the Township and the regulations and policies
7 established by the Township of Gloucester, the responsibilities of the appointed Chief of
8 Police shall include the responsibility to:

- 9 A. Conduct and manage the day to day operations of the Police Department;
- 10 B. Administer and enforce rules, regulations and special
11 emergency directives regarding the disposition and discipline of the police force,
12 its officers, and personnel;
- 13 C. Have, exercise, and discharge the functions, powers and duties of the police
14 force;
- 15 D. Delegate such of his authority as he may deem necessary for the efficient
16 operation of the force to be exercised under his direction and supervision;
- 17 E. Prescribe the duties and assignments of all subordinates and other personnel;
18 and:
- 19 F. Report at least monthly at the regular meeting(s) of the Township, or by any such
20 other forms as the Township shall require, as to the operation of the police force
21 during the preceding month.

22 ARTICLE IIIB: RESPONSIBILITIES OF THE DEPTY CHIEF OF POLICE

23 Upon the approval and under the Direction of the Chief of Police:

- 24 A. Conduct and manage the Staff Members of the Police Department to ensure they
25 serve the Department as their job duties require and to fulfill the mission of the
26 department.
- 27 B. Administer and enforce rules, regulations and special
28 emergency directives to its officers and personnel;
- 29 C. Delegate such of his authority as he may deem necessary for the efficient
30 operation of the force to be exercised under his direction and supervision;
- 31 E. Prescribe the duties and assignments of all subordinates and other personnel;
32 and.

1
2
3 ARTICLE IV: POLICE OFFICERS' RIGHTS
4

5 A. The Chief of Police or the Deputy Chief of Police shall be permitted time
6 off without loss of pay to attend negotiating sessions, provided the efficiency of the
7 Department is not affected thereby.
8

9 B. A police officer shall have the right to inspect their personnel file on
10 reasonable notice and at reasonable times provided a designated superior officer is
11 present at the time of inspection. The officer may provide a written response for
12 inclusion in the file.
13

14 C. The Township agrees to notify the individual police officer if any material
15 discriminatory to the police officer is placed in their personnel jacket.
16

17 D. In the event an officer dies while in the employ of the Township, then
18 his/her estate shall be awarded the full benefits (longevity, unused vacation leave,
19 unused sick time, etc), which were earned and accumulated while in the employ of the
20 Township, provided the sick pay will only be paid as provided in Article V(B). In
21 addition, the surviving spouse shall be continued on the Township medical plan for a
22 period of 25 (twenty five) years after the officer's death.
23

24 ARTICLE V: MANAGEMENT RIGHTS
25

26 A. Except to the extent expressly modified by a specific provision of this
27 Agreement, the Township of Gloucester reserves the right and retains solely and
28 exclusively all of its Statutory and Common Law Rights to manage this operation of the
29 Police Department of the Township of Gloucester, New Jersey, as such rights existed
30 prior to the execution of this or any other previous Agreement with Chief of Police or the
31 Deputy Chief of Police.
32

33 B. The sole and exclusive rights of the Township of Gloucester, New Jersey,
34 which are not abridged by this Agreement, shall include, but are not limited to:
35

36 1. Determining the existence or non-existence of facts which are the
37 basis of the Township Police Department and/or Management decision;
38

39 2. Establishing or continuing policies, practices, or procedures for the
40 citizens of the Township of Gloucester, and from time to time, to changing
41 or abolishing such practices or procedures;
42

43 3. Determining, and from time to time modifying the number,
44 locations, and relocation and types of its officers and employees or discontinuing any
45 performance by officers or employees of the Township;
46

1
2 1. A \$35,000 cap shall apply to the payment of accumulated sick
3 leave days upon retirement. This \$35,000 cap shall be applied after the application of
4 the 2008 sick leave days are credited to each officer in the bargaining unit. The
5 Township Chief of Police and the Deputy Chief of Police will execute a "side bar"
6 agreement which shall lock in the dollar value of each officer's accumulated sick leave
7 after the application of the 2008 sick leave days.

8
9 2. All current (and future) officers that have less than \$35,000 of
10 accumulated sick leave days on the books as of January 1, 2008 will be capped at
11 \$35,000. All officers that have \$35,000, or more, of accumulated sick leave days on the
12 books as of January 1, 2008, shall be "grandfathered" at the exact dollar figure that they
13 have on the books as of January 1, 2008, i.e., Officer John Doe with \$37,000 worth of
14 accumulated sick days will have a Cap of \$37,000. This will be the maximum payout
15 that Officer Doe can receive upon retirement, or, where applicable, through the
16 combination of terminal leave and retirement.

17
18 3. Officers hired prior to July 1, 2008 will be reimbursed for sick leave
19 at their hourly rate, subject to the foregoing cap formulas in paragraph B(2). Officers
20 hired on or after July 1, 2008 shall be reimbursed at 50% of their hourly rate for all
21 accumulated sick leave hours, up to a maximum payment of \$35,000 upon retirement,
22 as set forth in paragraph B(2). All monies paid out for unused accumulated sick time
23 shall be paid in equal amounts over three to ten years commencing on the date of
24 retirement provided the employee notifies the Township at least 90 days prior to the
25 beginning of the fiscal year. Failure to meet the notification requirement will result in a
26 delay for payment until the year following the officer's retirement.

27
28 C. As of January 1, 2009, the Chief of Police and the Deputy Chief of Police
29 shall be entitled to three (3) noncumulative personal days per year and noted as such
30 on the officer's personnel record. The only limitation on the granting of personal day
31 leave shall be the manpower requirements of the police department. Personal days
32 shall require the approval of the Chief of Police (or his designee) and may not be used
33 to otherwise avoid restrictions on the number of officers allowed off at a particular time.

34
35 As of January 1, 2009, each officer shall be entitled to two (2) personal business
36 days per year and noted as such on the officer's personnel record. Personal business
37 days shall be used for the personal business of an officer of such a nature that it cannot
38 be scheduled at the convenience of the officer or for a personal or household
39 emergency which requires the immediate attention of the officer. The reason for the
40 request for a personal business day must be stated at the time of application for leave
41 from duty and may not be used as a subterfuge to otherwise avoid restrictions on the
42 number of officers allowed off at a particular time.

43
44 Personal days and personal business days are cumulative. These personal hours shall
45 be banked separately and can be utilized up to the total amount banked once all

1 accumulative sick leave had been exhausted. In the last year of employment, an Officer
2 will be entitled to use up to a maximum of 40 hours Personal Time as per past practice.

3
4 D. Any officer who has exhausted his accumulated sick leave, by reason of
5 illness, as proved to the satisfaction of the Chief of Police, shall be continued on the
6 Township I.D.A. Program, Dental Program, Prescription Plans, or any other Medical
7 Insurance Program until he shall return to duty.

8
9 E. In the event an officer shall have no sick leave, either allowable or
10 cumulative, and is granted leave for personal business, such leave must be approved
11 by the Chief of Police or Mayor.

12
13 F. Service Connected Serious Communicable Disease: Any officer who
14 shall suffer from a serious communicable disease, it shall with a rebuttable
15 presumption, be that the disease was contracted on the job, provided that the officer is
16 an active member of the Gloucester Township Police Department. An officer for the
17 purpose of this section (Article V(F)) will be considered an "active" member within two
18 years after either retirement or honorable separation from the department. The
19 determination of "service connected" will be by a panel of doctors, one selected by the
20 officer, one selected by the Mayor and one selected by an independent arbitrator
21 appointed by P.E.R.C. If a formal workers compensation claim is submitted then the
22 workers compensation rules and regulations will be utilized to make the determination
23 of "service connected".

24
25 G. Leave for pregnancy, child rearing and other types of qualifying leave shall
26 be governed by the Department's policy under the federal Family and Medical Leave
27 Act (FMLA) and the New Jersey Family Leave Act (FLA). Officers may use sick,
28 vacation, compensatory time, Kelly time, and/or personal time during such leave, to the
29 extent
30 allowable for each type of leave. Officers requesting paternity leave shall be granted
31 earned and accumulated sick and vacation leave time after the actual date of birth.
32 Officers on such leave may not engage in outside employment during the hours of the
33 day that they would normally be on duty.

34
35 H. Additional time, without pay, may be granted for reasons of the
36 employee's individual setting forth the necessity therefore.

37
38 I. In accordance with existing practice, benefit days (sick, vacation and
39 personal) are accrued at 8 hours per day.

40
41 J. The following subparagraphs are effective through the indicated date and
42 will be of no force or effect thereafter:

43
44 1. This paragraph is effective through December 31, 2008 and of no
45 force or effect thereafter. Officers shall be granted twenty-one (21) sick days per year,
46 three (3) of which may be taken as personal days and noted as such on the member's

1 personnel record. The only limitation on the granting of personal day leave shall be the
2 manpower requirements of the police department. Two (2) additional days of the above
3 mentioned sick leave may be taken as personal business days and noted as such on
4 the member's personnel record. Personal business days shall be used for the personal
5 business of an officer of such a nature that it cannot be scheduled at the convenience
6 of the employee or for a personal or household emergency which requires the
7 immediate attention of the officer. The reason for the request for a personal business
8 day must be stated at the time of application for leave from duty. Personal days shall
9 require the approval of the Chief of Police (or his designee) and may not be used to
10 otherwise avoid restrictions on the number of officers allow off at a particular time. Sick
11 leave shall be cumulative from year to year.

12
13 2. This paragraph is effective through June 30, 2008 and of no force
14 or effect thereafter. All officers hired on or after January 1, 1988, shall be paid one
15 (100%) percent of a full day's pay for each day of unused accumulated sick leave upon
16 retirement. This shall be paid at the salary level in effect at the time of retirement. All
17 monies paid out pursuant to this Section shall be paid in equal amounts over three to
18 ten years commencing in the year following the employee's retirement.

19
20 3. This paragraph will be of no force or effect as of June 1, 2008,
21 provided, however, that officers who satisfied the notice requirements of this paragraph
22 by June 1, 2008, shall have their requests honored. After completion of 20 years of
23 service and provided that an officer has and maintains 2,080 hours of accumulated sick
24 days, the officer shall be entitled to sell back seventeen sick days per year until
25 honorable separation. The rate of compensation for each day sold back shall be at
26 100% of the daily rate of the year prior to the year the days are sold back. Payment
27 shall be made along with the officer's base pay (but not included in base pay for the
28 calculation of such benefits as overtime, holiday pay, shift diff, etc.) over a
29 one year period. The officer shall make written notification to the Township at least one
30 year in advance of his/her designated anniversary date. Payments for sell back time
31 are not considered pension earnings. In the event of the death of the employee all
32 remaining payments will carry over to the surviving spouse.

33 ARTICLE VII: INJURY LEAVE

34
35
36 A. In the event an employee becomes disabled by reason of work related
37 injury or illness and is unable to perform his duties, then in addition to any sick leave
38 benefits otherwise provided for herein, he may be entitled to full pay for a period of up
39 to one (1) year, on the approval of the Mayor.

40
41 B. Any employee who is injured, whether slight or severe, while working,
42 must make an immediate report prior to the end of the shift thereof to the immediate
43 supervisor, or as soon thereafter as possible. Failure to so report said injury may result
44 in the failure of the employee to receive compensation under this Article.

45
46 C. The employee shall be required to present evidence by a certificate of a

1 physician designated by the insurance carrier that he is unable to work, and the
2 Township may reasonably require the employee to present such certificate from time to
3 time.

4 D. If the Township does not accept the certificate of the physician designated
5 by the insurance carrier, the Township shall have the right, at its own cost, to require
6 the employee to obtain a physical examination and certification of fitness by a physician
7 appointed by the Township.

8
9 E. In the event the Township's physician certifies the employee fit to return to
10 duty, injury leave benefits granted under this Article shall be terminated. However, if
11 the employee disputes the determination of the Township physician, then the Township
12 and the employee shall mutually agree upon a third physician, who shall then examine
13 the employee. The cost of the third physician shall be borne equally by the Township
14 and the employee. The determination of the third physician as to the employee's
15 fitness to return to duty shall be final and binding upon the parties. In the event the
16 third physician also certifies the employee fit to return to duty, injury leave benefits
17 granted under this Article shall be terminated.

18
19 F. In the event any employee is granted said injury leave, the Township's
20 sole obligation shall be to pay the employee the difference between his regular pay and
21 any compensation, disability or other payments received from other sources. At the
22 Township's option, the employee shall either surrender and deliver any compensation,
23 disability or other payments to the Township and receive his entire salary payment, or
24 the Township shall only pay the difference.

25
26 ARTICLE VIII: LIABILITY AND FALSE ARREST INSURANCE

27
28 A. The Township agrees to cover all members of the Department with False
29 Arrest & Liability Insurance in the amount of Two Hundred Fifty Thousand
30 (\$250,000.00) Dollars - Five Hundred Thousand (\$500,000.00) Dollars.

31
32 B. 1. In addition, whenever an employee is a defendant in any action or
33 legal proceeding arising out of, or incidental to the performance of his duties, the
34 governing body of the municipality shall provide said officer with necessary means for
35 the defense of such action or proceeding.

36
37 2. Legal defense shall not be provided for the employee in a
38 disciplinary hearing instituted against him by the municipality or in a criminal proceeding
39 instituted as a result of a complaint on behalf of the municipality. If any such
40 disciplinary or criminal proceeding instituted by, or on complaint of the municipality,
41 shall be dismissed or finally determined in favor of the employee, he shall be
42 reimbursed for the expense of his defense.

1 ARTICLE IX: CLOTHING ALLOWANCE

2
3 A. Employees shall receive the sum of one thousand eight hundred
4 (\$1,800.00) dollars per year as a uniform and/or clothing allowance. Fifty (50%)
5 percent of this allowance is to be paid on the second pay day in January, and fifty
6 (50%) percent on the second pay day in July.

7 B. In the event of a uniform change specified by the Township, the Township
8 shall be responsible for issuing the initial amounts of new uniforms required for the
9 change. In the event a uniform modification is requested by the employees and the
10 request is approved by the Chief of Police, the employees will be responsible for the
11 cost of such modification.

12
13 C. The Township shall replace or repair all uniforms damaged while on duty.

14
15 D. New employees shall be issued the full amount of initial uniforms and
16 equipment as required under present departmental regulations. This shall include, but
17 not be limited to, full Summer & Winter uniforms, weaponry, rain wear, shoes and
18 boots, and leather goods. Clothing Allowance for new employees shall not be payable
19 until the completion of one (1) year of service from their date of hire. Payment shall
20 then be made on a pro-rated basis for the remainder of the calendar year.

21
22 ARTICLE X: FUNERAL LEAVE

23
24 A. 1. In the event of death, in the employee's immediate family, the
25 employee shall be granted time off without loss of pay commencing on the day of
26 death, but in no event to exceed seven (7) working days.

27
28 2. The term "immediate family" shall include only spouse, Civil Union
29 partner, father, mother, child, brother, or sister.

30
31 B. 1. In the event of death in the employee's extended family, the
32 employee shall be granted time off without loss of pay commencing on the day of
33 death, but in no event more than three (3) working days.

34
35 2. The term "extended family" shall include only father-in-law,
36 mother-in-law, grandmother or grandfather, and brother-in-law or sister-in-law.

37
38 3. Funeral leave as provided in this Section is intended to be used
39 solely for the purpose of handling necessary arrangements and attending the funeral of
40 the deceased family member.

41
42 C. Funeral leave may be extended at the sole discretion of the Chief of
43 Police or the Mayor.

44
45 D. In the event that the death of an extended family member causes an
46 additional burden on the employee him/herself as defined below, the employee will

1 receive his regular rate of pay for the first seven (7) working days following the death of
2 such family member.

3
4 E. "Additional Burden" Defined: The employee must in addition to making the
5 usual necessary funeral arrangements and attendance be called upon to:

6
7 1. Have to physically move the household furniture and belongings of
8 the deceased or their survivors to another location.

9
10 2. Have to arrange to dispose of or transfer the business concerns of
11 the deceased.

12
13 3. Have to arrange for the care of survivors of the deceased.

14
15 F. Funeral leave for any other situation not specifically covered under the
16 terms of this article may be granted by the Chief of Police upon application by an officer
17 covered under this contract, giving sufficient cause for such leave to be granted.

18
19 G. In the event of an officer's death in the employ of the Township, the
20 officer's direct beneficiaries shall receive the officer's accrued vacation, sick leave and
21 compensatory time payments in a lump sum on the same basis as if the officer retired.

22
23 ARTICLE XI: USE OF VEHICLE

24
25 A. The Township agrees to supply the Chief of Police and the Deputy Chief
26 of Police, each with an unmarked automobile to be used for police work and for his
27 personal use. The make and model of the automobile shall be determined by the
28 Township. However, it shall be a full-sized, four-door car and shall be equipped with
29 such equipment as is needed for police work.

30
31 B. The Chief of Police and the Deputy Chief of Police shall be permitted to
32 use the car for his personal use. There shall be no limit on the use of the automobile for
33 police work or anything associated with police work, such as attending meetings, school
34 outings, trips, conferences, and any other traveling needed to carry out the duties of the
35 Chief of Police or Deputy Chief of Police.

36
37 C. The Township shall pay all expenses for the operation and upkeep of the
38 automobile, such as car insurance, tires, gas, oil changes, and any other necessary
39 repairs.

40
41 D. The automobile shall not be used by anyone other than the Chief of Police
42 or the Deputy Chief of Police, except that they may designate other members of the
43 Police Department or another law enforcement agency, as appropriate, to use the
44 vehicle for a designated police purpose.

1
2 C. The Township shall provide up to \$600 to officers to offset the cost of
3 qualifying medical expenses such as prescription medication, vision exams, prescription
4 glasses and contact lenses, medical deductibles and co-pays.
5

6 D. The Township shall provide a closed panel Dental Plan, insurance
7 company or other organization providing the same dental care, for employees covered
8 under this Agreement and his dependents. The Township will, upon request in writing
9 45 days prior to the end of the current Dental Providers contract, agree to reopen this
10 Article to discuss a revised plan acceptable to both the police officers and the
11 Township. It is further provided that if both parties cannot reach an agreement,
12 arbitration will not apply and this provision to reopen this article is null and void.
13

14 E. Any police officer retiring after 25 years of service will receive
15 Township-paid benefits for, eyeglass, prescription and dental.
16

17 F. The Township agrees to provide for all officers that opt not to participate
18 in the above-described program an opt-out benefit in the amount of \$4,500.00, to be
19 used for Hospitalization Insurance, Prescription Plan, Eyeglass Plan, Dental Plan, and
20 any other insurance coverages as determined by the Township and permitted by I.R.S.
21 in accordance with a "menu", procedures, exclusions, requirements, etc. as determined
22 by the Township. It is acknowledged that the existence of the "opt-out" benefit and the
23 amount is subject to the discretion of the Township pursuant to N.J.S.A. 40A:10-17.1.
24 All employees will receive a copy of the Plan Document which will include the "menu",
25 procedures, exclusions, requirements, etc.
26

27 ARTICLE XIV: MAINTENANCE OF STANDARDS

28

29 A. It is recognized that the prevention of crime, the preservation of law and
30 order, and protection of life and property is the responsibility of members of the Police
31 Department, and it is further recognized that the need for continued and uninterrupted
32 operation of the Police Department is of paramount importance to the citizens of the
33 community. Therefore, there shall be no interference with such operation.
34

35 B. Adequate procedures having been provided for the equitable settlement of
36 grievances arising out of this Agreement, parties hereto agree that the Chief of Police
37 and the Deputy Chief of Police, its officers, members, agents, or principals, will not
38 engage in encourage, sanction, or suggest strikes, slow downs, mass resignations,
39 mass absenteeism, or other suspension of, or interference with, normal work
40 performance.
41

42 ARTICLE XV: EMBODIMENT OF AGREEMENT

43

44 A. This document constitutes the sole and complete agreement between the
45 parties as to the terms and conditions set forth herein. The parties acknowledge that
46 they have had the opportunity to present and discuss proposals on any subject which is

1 (or may be) subject to collective bargaining. This Agreement represents the full and
2 final agreement between the Township and the Chief of Police and the Deputy Chief of
3 Police.

4
5 B. The Township agrees that all benefits, terms and conditions of
6 employment and past practices relating to the status of the employees covered by this
7 Agreement shall be maintained at not less than the highest standards in effect at the
8 time of the commencement of collective bargaining leading to the execution of this
9 Agreement.

10
11 C. The Township shall perform no act which will conflict with the terms of this
12 Agreement.

13 ARTICLE XVI: SEVERABILITY

14
15
16 A. If any provisions of this Agreement or any application of this Agreement to
17 any employee or group of employees is held to be contrary to Law, then such provision
18 or application shall not be deemed valid and subsisting except to the extent permitted
19 by Law, but all other provisions or applications shall continue in full force and effect.

20
21 B. The provisions of this Agreement shall be subject to and subordinated to
22 and shall not annul or modify existing applicable provisions of State and Local Laws
23 except as such particular provisions of this contract modify existing local laws.

24
25 C. If any provision of this Agreement is held contrary to Law, then the Chief
26 of Police, the Deputy Chief of Police and the Township shall collectively negotiate to try
27 and bring that provision into alignment with the conflicting law, or if that is impossible to
28 negotiate a new provision or benefit, within the scope of the matter covered by the
29 provision deleted, to take the place of that unlawful provision.

30 ARTICLE XVII: PROMOTIONS

31
32
33 The Township agrees that promotions shall be made in accordance with Civil
34 Service Rules & Regulations. It further agrees not to discriminate on promotions
35 because of religion, race, creed, politics, sex or age.

36 ARTICLE XVIII: GRIEVANCES

37
38
39 A. The intent of the parties to this Agreement is that the procedures
40 hereinafter set forth shall serve as a means of peaceful settlement of all disputes that
41 may arise between the parties as to the meaning or application of provisions of this
42 Agreement.

43
44 B. It is further understood that suspension, demotion, and discharge shall be
45 made in accordance with Township Ordinance 0-82-16 as amended, known as the
46 Administrative Code, State Statute, and Civil Service. In the event such actions are

1 sustained, the aggrieved individual shall possess all rights of appeal as an individual
2 pursuant to Civil Service as provided by law. A disciplinary proceeding shall not be
3 subject to the grievance procedure.

4
5 STEP 1: As to grievances, the aggrieved employee shall present the
6 grievance orally or in writing to his immediate superior. The grievance must be
7 presented within ten (10) working days of its occurrence or knowledge of its occurrence.
8 The Superior will give his verbal answer or written answer within five (5) working days of
9 the date of presentation of the grievance.

10
11 STEP 2: If the grievance is not settled in STEP 1, it shall be reduced
12 to writing and presented through the Chain of Command to the level that would have
13 control over the grievance. The Chief of Police should be included in the decision. The
14 grievance shall be prepared in detail and be dated. That level will reply to the grievance
15 in writing within five (5) working days of the date of the presentation of the written
16 grievance. The aggrieved employee may be represented by an attorney, or
17 representatives from the FOP, or the Employee bargaining unit in presenting his
18 grievance.

19
20 STEP 3: If the grievance is not settled in STEP 2, the written
21 grievance shall be presented to the Mayor within five (5) working days after the
22 response is given. The Mayor, after a grievance hearing, at which the employee shall
23 have the right to have his representative present, will reply to the grievance in writing
24 within seven (7) days of the date of the presentation of the written grievance (Saturday,
25 Sunday, and Holidays excluded).

26
27 STEP 4: If the grievance is not settled in STEP 3, it will be submitted
28 to an arbitrator designated through P.E.R.C. procedures. The cost of such arbitration
29 will be borne by the party not upheld by the arbitrator. The arbitrator's decision shall be
30 final and binding.

31
32 C. A grievance may be filed by the Chief of Police or the Deputy Chief of
33 Police at his / her own instigation.

34 35 ARTICLE XIX: FLEXIBILITY OF ASSIGNMENT

36
37 A. Employees, regardless of regular assignments, may be reassigned to
38 perform any duty related to their profession as police officers, including any duties
39 connected with:

- 40 1. Prevention & detection of crime;
- 41
- 42 2. Enforcement of laws & ordinances;
- 43
- 44 3. Protection of life & property;
- 45
- 46 4. Arrest of violators of the law;

5. Direction of traffic;
6. Regulation of non-criminal behavior of the citizenry; and
7. Preservation of the peace, and
8. Training

B. An exception to specific duties can be made where employees are on the medical "Limited Duty" list and cannot perform the said duties.

C. The Township and the GTSO acknowledge that a policeman's primary responsibility is to perform police duties and his energies shall be utilized fully to this, except in case of emergencies or special circumstances.

ARTICLE XX: VACATIONS

A. Members of the Police Department covered by this Agreement shall be granted the following vacation leave:

1. After six (6) months up to one year of service, one (1) working day per month of service.
2. From one (1) year up to and including the third (3rd) year of service fourteen (14) working days.
3. From the fourth (4th) year up to and including the sixth (6th) year of service, seventeen (17) working days.
4. From the seventh (7th) year up to and including the ninth (9th) year of service, twenty (20) working days.
5. From the tenth (10th) year up to and including the fourteenth (14th) year of service, twenty five (25) working days.
6. From the fifteenth (15th) year of service to retirement, thirty (30) working days.

B. Members may accumulate up to two year's allowable vacation leave, provided that only one year may be used in each subsequent year. However, the Chief of Police or Mayor may, if the scheduling permits, waive the one year restriction in the use in the subsequent year.

C. An employee who terminates his employment with the Township, or whose employment is terminated by the Township, shall be entitled to vacation time

1 and/or vacation pay on a pro-rated monthly basis.

2
3 D. Officers are permitted to sell back vacation hours at the previous year's
4 rate of pay provided the township receives notice prior to April 1 of the fiscal year of
5 payment. Payment will be made for all eligible employees on the second pay day in
6 August. Eligibility is as follows:

- 7
8 7 to 9 years of service with the Township - 20 hours
9 10 to 14 years of service with the Township - 40 hours
10 15 years to retirement service with the Township - 60 hours.

11
12 E. In accordance with existing practice, benefit days (sick, vacation and
13 personal) are accrued at 8 hours per day.

14
15 ARTICLE XXI: HOLIDAYS

16 A. In the event an officer is recalled for duty when he had been scheduled off
17 by the Department to work a holiday identified in A-1, his rate of pay for the holiday
18 worked shall be two times (2X) his base rate, or he may take another day off for the
19 scheduled off-day worked.

20
21 1. The following fifteen (15) days shall be observed as normal
22 holidays during the years covered by this contract:

23
24 New Year's Day, Labor Day, Martin Luther King's Day, Columbus
25 Day, Lincoln's Birthday, General Election Day, Washington's Birthday, Veterans' Day,
26 Good Friday, Thanksgiving Day, Law Day (May 1), Friday after Thanksgiving, Memorial
27 Day, Christmas Day, Independence Day.

28
29 2. Officers Birthday

30
31 3. If a National Holiday is declared then the bargaining
32 unit members will be granted the holiday.

33
34 4. Compensation for holidays shall be as follows:

35
36 (a) The rate of pay for the holiday overtime worked shall be two
37 times (2X) the base rate in addition to the compensation included in sections above or
38 he may take another day off for the scheduled off day worked.

39
40
41 ARTICLE XXII: HOURS OF EMPLOYMENT

42
43 A. The normal work week of a police officer shall consist of forty (40) hours
44 per week. The exact hours for particular employees shall be established by the Chief of
45 Police and approved by the Mayor.

1 B. Regular overtime, provided the same is approved by the Chief of Police,
2 shall be compensated at the rate of time and one-half of hourly earnings.

3
4 1. When a the Chief of Police or the Deputy Chief of Police is called into duty
5 prior to the normal starting time for his scheduled beginning of an assigned shift, he
6 shall be paid as follows:

7
8 (a) For any time period over four (4) hours prior to the start of
9 the scheduled shift; on an hour for hour basis for actual time worked at the rate of one
10 and one half times *compensatory time*.

11 (b) For a time period of four (4) hours prior to the start of the
12 scheduled shift, four (4) hours *compensation* at the rate of one and one-half times
13 *compensatory time*.

14
15 (c) For any time period of less than four (4) hours prior to the
16 start of the scheduled shift, the actual number of hours worked and one (1) additional
17 hour premium at one and one half times *compensatory time*, not to exceed a total of
18 four (4) hours pay at one and one-half times *compensatory time* .

19
20 C. For court appearances required while off-duty before the Grand Jury,
21 Superior, County and Juvenile Courts in criminal matters, compensation shall be *made*
22 *at one and one half times Compensatory time*. The minimum compensation for such
23 appearances shall be for four (4) hours, thereafter on a per hour basis at the aforesaid
24 rate.

25
26 D. For Gloucester Township Municipal Court appearances required while off
27 duty, where a police officer is unable to schedule such appearance during his regular
28 work shift, or where the matter had been postponed or is otherwise continued and
29 deferred by the Court, not at the request of the police officer and he is otherwise off
30 duty, compensation shall be *made* therefore at the rate of time and one-half of hourly
31 *compensatory time*. The minimum compensation for such appearances shall be four (4)
32 hours, thereafter on a per hour basis at the aforesaid rate.

33
34 E. All police officers shall schedule their appearances before the Gloucester
35 Township Municipal Court during their regular work shift, if possible, and no
36 compensation shall be paid for matters which might have been scheduled during a
37 regular shift unless good cause exists, as approved by the Chief of Police.

38
39 F. For off duty appearances before any other court, judicial hearing, or
40 juvenile intake hearing, including depositions one and one-half times *compensatory time*
41 shall be paid with a four (4) hour minimum compensation and thereafter on a per hour
42 basis. Off-duty Civil Court appearances pertaining to Gloucester Township will be
43 *compensated* at time and one-half rate of *compensatory time* with a minimum of four (4)
44 hours.

45
46 G. For off duty attendance at Board of Education and Township functions

1 and functions of other organizations such as athletic contests, dances, etc., the officer
2 shall compensated at forty-five dollars (\$45.00) per hour inclusive of the administrative
3 fee. The administrative fee shall be five dollars (\$5.00) per hour. Patrol officers will be
4 permitted to work contract/grants at a rate less than \$45.00 per hour..
5

6 H. All outside employment requests for police supervision made by private
7 contractor working within the Township shall be posted by the Department monthly and
8 rotated accordingly based on the list of volunteers who sign up for this employment.
9

10 1. The rate for outside employment shall be sixty-five dollars (\$65.00)
11 per hour inclusive of the administrative fee. The administrative fee shall be five dollars
12 (\$5.00) per hour. A minimum of four (4) hours work shall be provided. All such
13 amounts to be paid according to Sections F, G, and H above will be paid to the police
14 officer by the Township, and the Township will bill the outside employer.
15

16 J. In the assignment of outside employment required by the Board of
17 Education and Township functions, the Township shall distribute such overtime fairly
18 and equitably, and, wherever and whenever feasible and practicable, shall assign such
19 overtime on a seniority basis with adequate advance notice. In assignment of Board of
20 Education and Township functions, the Township agrees to a policy of first seeking
21 volunteers for the functions before assigning employees. If there are no volunteers for
22 the function, the Township shall assign employees to the function, but in no event shall
23 the Township assign an employee to the function who is on his day off except in
24 extremely emergent circumstances. In the event an employee is assigned (ordered) to
25 one of the aforesaid functions, by the Township, he shall be compensated at one and
26 one-half times his hourly rate of pay for a four (4) hour minimum, and on a per hour
27 basis thereafter.
28
29

30 L. In the event the Chief of Police or Deputy Chief of Police is required to work the
31 twelve hour shift schedule set forth below, this schedule requires an employee to work
32 eighty-four (84) hours in a fourteen (14) day period. It is not the intent of the Parties that
33 twelve hour shifts employees work more regular work hours, over the period of a year, than
34 eight and ten hour shift employees, i.e., an average of 80 hours per 14 day work period. To
35 equalize the regular work hours over an annual period, the Township shall grant each officer
36 104 hours "Kelly Time" on January 1st of each year when the Township elects to utilize the
37 twelve hour shift plan (or prorated if the shift is implemented during the calendar years.
38 Usage of Kelly time is subject to the same conditions as vacation time; however, Kelly Time
39 cannot be accumulated from year to year. An employee who terminates his/her employment
40 with the Township shall only be entitled compensation of Kelly Time hours which the officer
41 has already worked (4 hours for each 14 day period), minus Kelly Time taken. Accordingly,
42 the Parties agree that this schedule shall be construed to average forty (40) hours per week
43 for the purposes of this Agreement.
44

45 M. If the Township elects to utilize the twelve (12) hour shift then the Parties agree that
46 the twelve (12) hour shift schedule will be based on a fourteen (14) day work period.

1 Employees with twelve hour shifts shall be scheduled for seven 12-hour shifts per fourteen
2 (14) day work period, pursuant to the schedule set out below.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
on	on	Off	off	on	on	on	off	off	on	on	off	off	off

3 In this example, day one (1) is a Monday.

4
5
6
7

ARTICLE XXIV: COLLEGE CREDITS

8 A. On December 1st of each year, the Township shall pay to the Chief of Police and
9 Deputy Chief of Police as additional compensation, the sum of Ten (\$10.00) Dollars per
10 credit per year for college credits possessed by said police officer for undertaking,
11 completing and satisfactorily passing college courses of study accepted toward an
12 academic degree related to Law Enforcement, at any accredited college or university. In
13 order to qualify for such compensation, said police officer must present and file an
14 officially documented transcript of credits and secure the approval thereof by the Chief
15 of Police at least thirty (30) days prior to December 1st.

16
17 B. Compensation shall be paid for credits in blocks of one (1) up to
18 maximum of one hundred twenty (120) credits.

19
20
21

ARTICLE XXV: PAYMENT AT HIGHER RANK

22
23 In the event that the Deputy Chief of Police is temporarily assigned and performing the
24 work and duties of the Chief of Police for longer than 30 days, the Deputy Chief of
25 Police shall be compensated the rate of salary or compensation of that higher rank.

26
27 ARTICLE XXVI: WAGES

28
29 A. Wages shall be paid in accordance with the attached Schedule A,
30 and all other provisions of this contract. Payments shall be made biweekly.

31
32 B. Meetings: The Chief of Police and the Deputy Chief of Police acknowledge that
33 they may be required to attend monthly staff meetings or Township meetings. Off-Duty
34 Members shall be compensated a minimum 4 hours comp time at the rate of time and
35 one-half (six hours straight time), thereafter on a per hour basis at the aforesaid rate.

36
37 ARTICLE XXVII: OUTSIDE EMPLOYMENT

38
39 Employees may engage in outside employment under the regulations and
40 conditions contained in the Township Police Manual dated 1972.

41

1
2 ARTICLE XXVIII: EMERGENCY STANDBY
3

4 In the event that any officer covered under this Agreement is ordered to place
5 himself on alert for duty in an emergency situation, he will be compensated at the rate
6 of four (4) hours pay at the normal hourly rate of pay for each day on such emergency
7 standby.
8

9 ARTICLE XXIX: TRAINING / EDUCATIONAL PROGRAMS / LAW ENFORCEMENT
10 CONFERENCES

11 1. The Chief of Police and the Deputy Chief of Police upon the Chief of Police's
12 approval shall be permitted to attend and be compensated for, at his regular salary, any
13 school, seminar or retraining session conducted or sponsored by the International
14 Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New
15 Jersey State Police, Federal Bureau of Investigations, or any other educational program
16 of a management or supervisory nature. All expenses, such as travel, room, food,
17 tuition, special clothing, books, or any other charges connected with the educational
18 program shall be borne by the Township. In no event shall the Township be required to
19 pay or reimburse the Chief of Police and the Deputy Chief of Police for expenses of any
20 class, course, school, or educational program unrelated to police activities.

21 2. The Township agrees to grant time off, including travel time, and pay all
22 associated and reasonable expenses for the Chief of Police and the Deputy Chief of
23 Police upon the Chief of Police's approval to attend the annual New Jersey State
24 Association of Chiefs of Police Conference and the annual International Association of
25 Chiefs of Police Conference. If the Chief of Police or the Deputy Chief of Police attends
26 a conference at Township expense, the Chief of Police or the Deputy Chief of Police
27 shall provide the Township with proof of expenses for attending such conference, by
28 way of receipts or vouchers. The Chief of Police or the Deputy Chief of Police shall also
29 be required to provide a written report to the Mayor, which details the information
30 presented at the conference, including how such information is valuable and useful to
31 the Gloucester Township Police Department. Such report shall also include
32 recommendations as to how the information can be implemented for the improvement of
33 the Police Department.

34 3. The Township also agrees to pay for the Chief of Police's dues for membership
35 in the County Chiefs of Police Association, Regional Chiefs of Police Association, the
36 New Jersey State Association of Chiefs of Police, the International Association of Chiefs
37 of Police, and the Rotary Club.

38 4. The Township agrees to grant time off and pay all expenses incurred by the
39 Chief of Police in attending any meeting of the above-named associations, as long as
40 such meetings are held within the State of New Jersey or within a one hundred (100)
41 mile radius of the Township. In the event any such meeting occurs outside of such
42 locations, the Chief of Police shall first obtain permission to attend such meeting from
43 the Mayor.

1
2 ARTICLE XXX: SCHEDULING - COMPENSATION
3

4 A. Compensation: Any officer covered by this Agreement shall be
5 compensated on a 8 hour day basis for all payments of accrued benefit days including
6 sick, vacation and holiday pay. This clause applies to any officer covered by this
7 Agreement who shall terminate, resign, separate under just cause and who shall qualify
8 for the benefits under this Agreement.
9

10 B. It is further understood that as long as the present schedule stays in
11 effect, sick leave, vacation leave and holiday pay shall be computed as 1 day equaling
12 8 hours as per past practice under the existing work schedule.
13

14
15 ARTICLE XXXI: MISCELLANEOUS TERMS AND CONDITIONS
16

17 A. This Agreement shall be in full force and effect from January 1, 2011
18 through and including the 31st of December, 2017. If either party wishes to terminate,
19 amend, or otherwise modify the terms and conditions set forth herein at the time of
20 expiration, said party must notify the other party in writing not less than one hundred
21 twenty (120) days prior to such expiration.
22

23 B. This Agreement shall remain in full force and effect on a day to day basis
24 during collective bargaining negotiations between the parties extending beyond the date
25 of expiration set forth herein.
26

27 C. Collective negotiations on the terms of a new Agreement shall commence
28 no later than *September 1, 2017*, and shall be completed before or no later than
29 *December 31, 2017*.
30

31 D. The Chief of Police and Deputy Chief of Police shall be granted the greater of
32 any additional monetary compensation granted to either the Patrol Officers or Superior
33 Officers in their contracts for the years 2013 through 2017. This shall include but not
34 limited to any and all percentage pay raises, rank pay separations, or any other
35 compensation.
36
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46

1 Township of Gloucester

2
3 David A. May

4 Mayor

5
6 John [unclear] 6/23/11

7 Business Administrator

8
9

10 Attest:

11 Rosemary [unclear]

14 Township Clerk

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46

Harold [unclear]
Chief of Police

[unclear]
Deputy Chief of Police

APPENDIX "A"
HEALTH BENEFIT PACKAGE

1
2
3 Effective January 1, 2011, bargaining unit members shall contribute a maximum of 1.5%
4 of their base salary toward the cost of health insurance. Should the 1.5% contribution
5 be rescinded, the terms of Appendix A, first paragraph of the Superior Officers
6 Negotiating Committee January 1, 2007 to December 31, 2010 contract, shall be
7 reinstated.

8
9 The above health care contributions shall not apply to those employees who have 25
10 years of service and retire before January 1, 2009. The above health care contributions
11 shall apply to all active employees and to employees who have 25 years of service who
12 retire on or after January 1, 2009.

13
14 The Township shall implement an IRS Section 125 salary reduction premium-only plan
15 for tax purposes.

16
17 Effective July 1, 2008, the following plan design modifications shall be made to the
18 current health benefits program (Plan "A"):

- 19
20 -Deductibles for both in-network and out-of-network services and
21 supplies increased to \$150/250. The prior practice of refunding
22 deductibles is eliminated.
- 23
24 - 70% co-insurance for out-of-network services and supplies.
- 25
26 - Co-insurance for in-network services and supplies to remain at
27 100%/80%.
- 28
29 - Co-insurance and out-of-pocket maximum per calendar year to
30 \$2,000 for in-network and \$4,000 for out-of-network.
- 31
32 - \$10 co-pay for doctors visits in-network.
- 33
34 - Limit of 48 visits per individual for chiropractic care in a calendar year
35 with a \$10 co-pay per visit.
- 36
37 - No co-pay for hospital in-patient care.
- 38
39 - Emergency room co-pay for in-network hospitals at \$30, waived if
40 admitted. Emergency room co-pay of \$50 for out-of-network
41 hospitals.
- 42
43 - Non-emergency use of Emergency Room Services to have a \$50 copay
44 and 80% coverage in-network. Non-emergency use of Emergency Room
45 Services to have a \$50 co-pay and 70% coverage out-of-network.

1
2 - Infertility services to be limited to four complete cycles within a 15 year period.

3
4 - Prescription drug co-pays for retail purchases (maximum of 30-day supply) shall
5 increase to \$10 for Generic; \$20 for Brand; \$35 for Formulary; and to \$50 for
6 Lifestyle. Mail Order prescriptions (maximum of 90-day supply) shall be 2X the
7 retail co-pay.

8
9 - Effective upon final ratification of the terms of the Recommended Settlement,
10 HMO Blue and Aetna HMO will no longer be an option for current and future
11 employees. Employees currently enrolled in HMO Blue and Aetna HMO are
12 "grandfathered."

13
14 As an alternative to Plan A, employees may select the Flexible Benefits Plan (Plan "B"),
15 which list a menu of benefits that an employee may choose. Employees will thereby be
16 able to design their own Health Benefit/Other Benefits Package based on a limit of
17 \$4,500.00 per year of the individual price tag amounts on the menu. The items in Plan
18 "A" will be included on the Plan "B" menu.

19
20 Plan "B" Menu will include non taxable items and taxable items. On taxable items the
21 amount of benefit credit will be charged to the employee's gross earnings as other
22 compensation and full taxes, State and Federal including FICA will be deducted.

23
24 If a Police Officer selects a schedule of items that exceeds the \$4,500.00 Benefit Credit
25 provided in the Contract a payroll deduction may be made for the excess, however, this
26 will be limited to 10% of the total Benefit Credit, which will be \$450.00 if the items
27 selected exceed two menu items.

28
29 Once a menu is established for a calendar year, items cannot be added to, or deleted
30 from, the list. The parties will review the menu for revisions on an annual basis.

31
32 In the opinion of the Township, the menu qualifies under Section 89 of the IRS Code
33 effective 12/31/88; however, if any item is determined to be taxable by the IRS, the item
34 will be reclassified from the non-taxable to taxable schedule.

POLICE HRLY RATES 2011-2013														HIRED ON OR BEFORE 12-31-1997			
	2010 ANNU AL	2011 0.75 %	2011 DATE OF HIRE	2011 BASE	2011 HRLY	2012 DATE OF HIRE	2012 2 %	2012 HRLY	2013 DATE OF HIRE	2013 1.75%	2013 HRLY						
DC	125922	126866	2006-2007	133210	64.0431	2007-2008	135874	65.3240	2008-2009	138252	66.4672						
		126866	2003-2005	134478	64.6529	2004-2006	137168	65.9459	2005-2007	139568	67.1000						
		126866	2000-2002	135747	65.2628	2001-2003	138462	66.5681	2002-2004	140885	67.7330						
		126866	1998-1999	137015	65.8727	1999-2000	139756	67.1902	2000-2001	142201	68.3660						
		126866	1996-1997	138284	66.4827	1997-1998	141050	67.8123	1998-1999	143518	68.9990						
		126866	1993-1995	139553	67.0926	1994-1996	142344	68.4344	1995-1997	144835	69.6321						
		126866	1992 BACK	142090	68.3125	1993 BACK	144932	69.6787	1994 BACK	147468	70.8981						
CHIEF	133442	134443	2006-2007	141165	67.8678	2007-2008	143988	69.2251	2008-2009	146508	70.4366						
		134443	2003-2005	142510	68.5142	2004-2006	145360	69.8845	2005-2007	147904	71.1075						
		134443	2000-2002	143854	69.1606	2001-2003	146731	70.5438	2002-2004	149299	71.7783						
		134443	1998-1999	145198	69.8069	1999-2000	148102	71.2031	2000-2001	150694	72.4491						
		134443	1996-1997	146543	70.4533	1997-1998	149474	71.8624	1998-1999	152090	73.1200						
		134443	1993-1995	147887	71.0997	1994-1996	150845	72.5217	1995-1997	153485	73.7908						
		134443	1992 BACK	150576	72.3924	1993 BACK	153588	73.8402	1994 BACK	156275	75.1324						