

**TOWNSHIP OF PENNSVILLE  
RESOLUTION NO. 60-2015**

Re: A Resolution of the Township Committee of the Township of Pennsville Authorizing the Township's Mayor to Execute the Employment Contract Between the Township of Pennsville and the Pennsville Senior Officers Association - Lieutenants, for the Period January 1, 2014, through December 31, 2016

**WHEREAS**, the contract previously entered into between the Township of Pennsville and the Pennsville Senior Officers Association - Lieutenants (hereinafter referred to as Senior Officers) expired on December 31, 2013; and

**WHEREAS**, the Mayor and members of the Township Committee of the Township of Pennsville (hereinafter referred to as Committee) have determined that the health, safety and welfare of the citizens of this Township require that they enter into a new contract with the Senior Officers; and

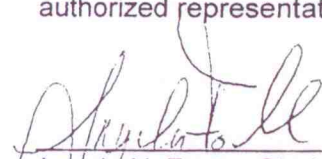
**WHEREAS**, the contract negotiations subcommittee has negotiated the terms of a new contract, a copy of which contract is attached hereto and made a part hereof, and the form and content of which has been approved by the Township Solicitor; and


**WHEREAS**, the contract period shall be retroactive to January 1, 2014, and extend through December 31, 2016,

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and members of the Township Committee of the Township of Pennsville that:

1. They hereby adopt the facts and determinations as set forth in the preamble of this resolution as if the same were more fully set forth herein.

2. They hereby authorize the Township's Mayor to enter into the contract as set forth in the preamble of this resolution, the form of which contract has been approved by the Township Solicitor, conditioned upon the contract being approved and signed by the Senior Officers' authorized representative.

  
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Angela N. Foote, Clerk  
Dated: February 5, 2015

  
\_\_\_\_\_  
Richard D Barnhart, Mayor

RECORD OF VOTE

Member	Aye	Nay	N.V.	A.B.	Res.	Sec.
Chastain	X					X
Crawford	X					
McDade	X				X	
Raine				X		
Barnhart	X					

X Indicates Vote N.V. Not Voting A.B. -Absent Res. -Resolution Moved Sec. -Resolution Seconded

**EMPLOYMENT CONTRACT BETWEEN  
THE TOWNSHIP OF PENNSVILLE AND  
THE PENNSVILLE SENIOR OFFICERS ASSOCIATION - LIEUTENANTS**

**Contract Period: January 1, 2014, through December 31, 2016**

**EMPLOYMENT CONTRACT BETWEEN  
THE TOWNSHIP OF PENNSVILLE  
AND THE PENNSVILLE SENIOR OFFICERS ASSOCIATION - LIEUTENANTS**

**Preamble**

**WHEREAS,** by duly-adopted Ordinance the Township Committee of the Township of Pennsville has established a Police Department in accordance with the provisions of NJS 40A:14-118; and

**WHEREAS,** by duly adopted resolution bearing No. 177-98 the Township recognized the Pennsville Senior Officers Association as the exclusive bargaining agent for the Township of Pennsville Police Department Lieutenants; and

**WHEREAS,** the Township and the Pennsville Senior Officers Association have agreed to enter into a contract at this time for the benefit of those members of the Association holding the rank of Lieutenant, which contract shall be known as THE EMPLOYMENT CONTRACT BETWEEN THE TOWNSHIP OF PENNSVILLE AND THE PENNSVILLE SENIOR OFFICERS ASSOCIATION - LIEUTENANTS; and

**WHEREAS,** the Township Committee of the Township of Pennsville shall hereinafter be referred to as "the Township", and the Pennsville Senior Officers Association shall hereinafter be referred to as "Lieutenants"; and

**WHEREAS,** the contract aforesaid was authorized by Township of Pennsville Resolution No. 60-2015,

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises of the parties as set forth herein below, Township and Lieutenants agree as follows:

**WITNESSETH:**

1. Recitals: The recitals as set forth above are hereby incorporated herein by reference as if more fully set forth at length.

2. Management Rights: The Township does hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, prior to the signing of the Agreement, by the laws and the Constitution of the State of New Jersey and of the United States, Township Ordinance 13A.1-1, et seq, and the Pennsville Police Department Rules & Regulations previously adopted by the Township.

3. Association Rights:

a. Pursuant to NJSA 34:13A-1, et seq, the parties agree that police officers have the right to freely organize, join and support the FOP and its affiliates for the purpose of engaging in collective negotiations and grievance processing, or to refrain from any such activity.

b. Employees covered under this agreement are entitled to representation by the FOP and legal counsel under the following circumstances:

1. All steps of the grievance procedure,
2. Disciplinary proceeding.

c. Whenever any representative of the FOP is scheduled to participate in negotiations or the grievance procedure during working hours, he/she shall suffer no loss of regular straight time pay.

d. The Township shall make available to the FOP public financial information required for collective negotiations or the processing of a grievance.

e. The FOP will be advised in writing at least thirty (30) days prior to the beginning of a promotion process with respect to the Township's intention to administer promotions within the Police Department. The criteria for such promotions will be published.

4. Services to be Rendered: Lieutenants shall perform such services as directed, from time to time, by the Township Chief of Police and/or other competent authority, all in compliance with Township Ordinances and state and federal law.

5. Normal Work Day/Week: A Lieutenant's normal work day and week shall consist of eight (8) hours per day and forty (40) hours per week.

6. Compensation: Lieutenant shall be compensated by the Township for services rendered as follows:

a. Base Salary: Lieutenants shall not receive any comp time; however, they will receive \$2,000.00 added to their base salary in addition to the current \$4,500.00 spread over the base of a Sergeant per Article IV (section a); 9-10 year step, of the current PPOA contract for the years 2013.

b. Longevity: Shall be added to the base salary in the same amounts and in the same manner as set forth in section 6 of this agreement.

c. Education - Officers covered by this agreement shall receive an educational payment annually per Section 5, sub-part f. of this agreement.

d. Overtime: Overtime for Lieutenants shall be strictly limited to emergency situations or other special circumstances. Overtime opportunities shall be subject to review by the appropriate authority.

e. Comp Time: Officers covered by this agreement shall not be entitled to compensatory time for overtime worked. Any accumulated time earned under a previous contract or contracts shall be paid in accordance with the provisions of such contracts or by a duly adopted amendment to such contract.

f. Education: A Lieutenant who has earned an Associate's Degree or 60 college credits, or holds a Bachelor's Degree, shall be compensated annually in the amount of \$400.00 and \$800.00 respectively, pro-rated.

g. Instruction: In the event a Lieutenant attends a law enforcement instruction approved school, he/she/they shall be reimbursed for expenses incurred for mileage, tolls and costs for textbooks. If the approved school is more than fifty (50) miles from Pennsville, and lodging is

not provided, the Township will reimburse Lieutenant for per diem costs incurred up to one hundred dollars (\$100.00) per day. Reimbursement shall be made upon presentation of proper receipts and a voucher for such expenses.

h. Other Benefits: All benefits and working conditions accruing to members of the Pennsville Police Department under the terms of the negotiated contract with the Pennsville Police Officers Association shall accrue in the same amounts and manner to Lieutenants with the exception of overtime, and except, as the terms of this subparagraph shall be inconsistent with, or in conflict with any other provision of this agreement.

	<u>2014</u>	<u>2015</u>	<u>2016</u>
<b>Patrol Guide No. 1 Base Salary</b>	<b>\$99,795</b>	<b>\$101,791</b>	<b>\$103,826</b>
Add Sgts.' Differential	4,500	4,500	4,500
Add Lts.' Differential	<u>6,500</u>	<u>6,500</u>	<u>6,500</u>
<b>Lts.' Base Salary</b>	<b>\$110,795</b>	<b>\$112,791</b>	<b>\$114,826</b>
Add Longevity	4,200	4,200	4,200
Add Education	400	400	400
Add Duty Stipend	<u>1,700</u>	<u>1,700</u>	<u>1,700</u>
<b>TOTAL</b>	<b>\$117,095</b>	<b>\$119,091</b>	<b>\$121,126</b>

7. Longevity Compensation: A Lieutenant shall be eligible for longevity compensation which shall be added to the Lieutenant's base salary as follows:

- a. After ten (10) years service, add \$1,200.00.
- b. After fifteen (15) years service, add \$1,500.00.
- c. After twenty (20) years service, add an additional \$1,500.00.
- d. After twenty-four (24) years service, add an additional \$1,500.00.
- e. After thirty (30) years service, add an additional \$1,500.00.

The longevity compensation will accrue at the beginning of the quarter in which the anniversary hire date falls.

8. Duty Officer Stipend Compensation: A lieutenant shall be compensated annually \$1,700.00.

9. Holidays, Personal and Business Days:

a. Holidays -

- |                                   |                         |
|-----------------------------------|-------------------------|
| (1) New Year's Day                | January 1               |
| (2) Martin Luther King's Birthday | 3rd Monday in January   |
| (3) Washington's Birthday         | 3rd Monday in February  |
| (4) Good Friday                   | Friday preceding Easter |
| (5) Memorial Day                  | Last Monday in May      |
| (6) Independence Day              | July 4                  |
| (7) Labor Day                     | 1st Monday in September |

(8) Columbus Day	2nd Monday in October
(9) General Election Day	1st Tuesday in November following the 1st Monday
(10) Veterans Day	November 11
(11) Thanksgiving Day	4th Thursday in November
(12) Christmas Day	December 25
(13) Personal Day	Employee elects

b. Lieutenants are to be scheduled off on the above listed holidays unless an emergency situation arises as defined in section 8-f. Should Lieutenants be required to work, all holiday time shall be without overtime allowance.

c. When any of the above holidays occurs on a Saturday, the holiday shall be observed on the Friday immediately preceding said Saturday. When the holiday occurs on a Sunday, the holiday shall be observed on the Monday immediately following said holiday.

d. A Lieutenant shall be entitled to four (4) personal days during current calendar year, but such days must be exercised during the calendar year ending December 31. In the event a Lieutenant elects to take a personal day, the Lieutenant must notify the Chief of Police or his designee not less than three (3) days in advance. In an emergency, a request may be made twenty-four (24) hours in advance or at the Chief's discretion.

(1) Personal days shall not be denied when a Lieutenant has notified the Chief of Police or his designee at least seventy-two (72) hours in advance.

(2) Personal days must be approved or denied within twenty-four (24) hours of notification.

10. Vacation: Lieutenant shall be granted vacations with compensation based upon time of service as follows:

- (1) After one (1) year of service: two (2) weeks
- (2) After five (5) years of service - three (3) weeks
- (3) After ten (10) years of service - four (4) weeks
- (4) After fifteen (15) years of service - six (6) weeks

a. A vacation week is defined as five (5) working days or forty (40) hours (with the exception of those hired prior to the date of this contract whose vacation week is defined as seven (7) working days).

b. A Lieutenant may bank thirty (30) days into the subsequent annual vacation period, but those banked days must be used within such subsequent period without further extension and with the understanding that not more than forty-five (45) days may be taken consecutively.

c. Vacation pay shall be based on the normally scheduled work week.

d. Single or one-half (½) vacation days requested by a Lieutenant will be granted only upon approval of the Chief or his designee.

e. Once a Lieutenant's vacation is approved, it cannot be changed by the Chief of Police unless an emergency is declared by the Mayor or his designee. An emergency is defined as a temporary and unanticipated situation.

f. Request for vacation must be approved or denied within twenty-four (24) hours after receipt by the Chief or his designee.

11. Sick Leave:

a. A Lieutenant shall be granted a leave of absence and be eligible to receive full compensation during absence from duty due to illness for up to fifteen (15) days during such period or periods of illness in any calendar year commencing January 1. Unused sick leave will not accumulate or be added to the bank.

b. In the event a Lieutenant should contract a catastrophic illness or sustain a serious injury that would require an extended period of recuperation, additional sick leave will be granted upon submission of appropriate proof from a physician. These events will not reduce accumulated sick time.

c. If a Lieutenant has been absent on sick leave for three (3) or more consecutive working days, or three (3) days during one seven (7) day shift, he shall submit to the Chief acceptable medical evidence substantiating the illness. In the event a Lieutenant has been absent on sick leave for a period totaling fifteen (15) days in one (1) year he may be ordered to undergo a physical examination by the department assigned physician which examination shall be paid for by the Township Committee.

d. The Township may require proof of illness of a Lieutenant while on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action including dismissal. The Township reserves the right to have medical determinations made by a physician designated by the Township Committee.

e. A Lieutenant will be given fifteen (15) days credit for each full year of service that has been completed with the Pennsville Police Department as a police officer. A Lieutenant will subtract any sick time that has already been taken during the time of employment with the Pennsville Police Department.

f. If a Lieutenant suffers an "on the job" injury, he/she/they shall be off-duty with pay and with no loss of sick days from their "bank".

g. Catastrophic illness or injury "off-duty" does not affect the bank.

h. Any amount of salary or wages paid or payable to a Lieutenant pursuant to this Article shall be reduced by the amount of any worker's compensation award made for temporary disability.

12. Bereavement Leave: A Lieutenant shall be granted bereavement leave as follows:

a. Death in Immediate Family:

1. A Lieutenant shall be granted a leave of absence, with pay, for death in the

immediate family from the day of death until the day after the day of burial, inclusive, but not to exceed (5) work days.

2. For purposes of this section, immediate family is defined as father, mother, grandfather, grandmother, grandchild, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, stepmother and stepfather.

b. Death in Non-Immediate Family:

1. A Lieutenant shall be granted a leave of absence, with pay, for death in the non-immediate family for the day of burial only.

2. For purposes of this section, non-immediate family is defined as uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or cousin of the first degree.

c. Exception:

1. The Township may make time exceptions to the aforementioned rules in its discretion where the deceased is buried in another city and a Lieutenant would be unable to return in time for duty with the leave granted.

13. Health and Welfare: The Township will provide a Lieutenant with medical, hospital and major medical insurance coverage subject to the following deductibles:

a. Notwithstanding any other provisions of this agreement, and in accordance with Chapter 78, P. L. 2011 entitled "An Act Concerning Public Employees Pension and Healthcare Benefits, Amending and Supplementing Various Parts of the Statutory Law, and Appealing P. L. 1999, c. 96, P. L. 1985, c. 414, and Section 2 of P. L. 1989, c. 6", the members of the bargaining unit shall be required to comply with this Act, and more specifically the various contributions dealing with healthcare benefits and / or pension benefits as set forth herein.

b. Dental - The Township will also provide, at no cost, to a Lieutenant or retirees and their eligible dependents a dental service plan, UCR comprehensive type, with the same benefit levels as New Jersey Dental Service Plan, Inc. (The definition for eligible dependents shall apply to all parts of this agreement.)

c. Medical Insurance - The Township will provide medical, hospitalization and major medical insurance coverage as follows:

1. All active officers, including any officer retiring during the term of this Agreement shall be subject to the following deductible amounts for medical health care.

2. Deductibles: \$100.00 per person - \$300.00 per family.

3. After the deductibles above are met, plan pays 80% of covered major medical



expenses UNTIL:

4. The total out of pocket expenses reach: \$300.00 per person OR \$600.00 per family; plan then pays 100% of medically necessary expenses subject to the limitations of the health benefits plan adopted by the Township, April 1, 1993. The above items, a through c, co-pay and deductibles shall be applied subject to the provisions of Article V of the health benefits plan currently in force.

d. Prescription Drug Coverage: The Township will provide a Lieutenant and his eligible dependents with prescription drug insurance coverage with a zero dollar co-pay generic and mail order; a \$25.00 co-pay for brand name without generic and a \$45.00 co-pay for brand name with a generic prescription drug.

e. In the event a Lieutenant covered by this agreement becomes disabled in the line of duty, or has twelve (12) years of service and becomes disabled and is unable to perform his duties, the Township will provide to a Lieutenant and eligible dependents, at no cost other than the co-pay listed above, the term life, medical, hospitalization, major medical, dental, vision care, and co-pay prescription insurance coverages in effect at the time of disablement.

f. If a Lieutenant who has at least twelve (12) years of service dies, the Township will provide the medical, hospitalization, major medical, co-pay prescription and dental coverages in effect at the time of death to the surviving spouse and eligible dependents at no cost other than the co-pay as noted previously.

(1) The benefits provided herein shall cease if the spouse remarries or fails to notify the Township of any life-qualifying event.

(2) Dependents under this coverage shall have the same qualifications as in the terms of other coverage provisions.

g. The Township may, at its option, change any of the foregoing plans or carriers as long as equal/equivalent benefits are provided.

h. The family dependents provided for above are limited to those who qualify under the insurance plan as dependents.

i. If the health care reforms proposals pending or otherwise modified are enacted by the federal government affecting the rights of either party hereto, either party reserves the right to reopen negotiations on health care; however, any conclusions of change shall require the agreement of both parties to be effective.

j. Vision care will be the same as afforded under the Pennsville Police Officers Association contract.

#### 14. Retirement Benefits:

a. At retirement if a Lieutenant has accumulated a minimum of fifty (50) unused sick days a Lieutenant will be paid one- (1-) day's salary for every two (2) days banked with a maximum payment of fifteen thousand dollars (\$15,000.00).

b. Health care coverage, dental coverage - The Township will provide Lieutenants and

eligible dependents at no cost other than a co-pay listed in Paragraph 11 and all health care benefits as set forth in Item 11, inclusive, provided that Lieutenants have attained twenty-five (25) years of service as a member of the Pennsville Police Department. All benefits shall remain at equal/equivalent levels during the time of retirement. The parties agree that this provision shall survive the end date of this contract.

c. Medicare Exception - Should Lieutenants become eligible for Medicare coverage, they shall acquire the same, notify the Township, and at that time the benefits set forth in Paragraph 12 b. above shall become their secondary health coverage.

d. The Township will provide a term life insurance policy to Lieutenants in the face amount of thirty thousand dollars (\$30,000.00).

e. Retiree shall be paid for any unused vacation due for the year in which he/she retires in addition to banked vacation days. The maximum number of banked vacation days for buyback is capped at thirty (30).

15. Service Weapon: Lieutenants shall become the owners of their service weapons upon retirement.

16. Grievance Procedures:

a. The purpose of this procedure is to secure the lowest possible level of equitable solution to the grievance which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

b. The Police Chief shall recognize and deal with a Lieutenant for the adjustment of any grievances which may arise in accordance with the following procedure:

(1) The grievance shall be presented by the Lieutenant to the Chief of Police in writing within fifteen (15) working days of the alleged violation. An earnest attempt shall be made to resolve the difference(s) between the parties informally.

(2) In the event the grievance is not resolved through (1) above, the matter will be submitted to the Mayor and Township Committee for review and they shall make their determination within fifteen (15) working days. The Lieutenant will then be notified in writing within fifteen (15) working days of the disposition of his grievance.

(3) The decision of the Township Committee shall be final and binding upon the Lieutenant subject to Paragraph 4 below.

(4) If the grievance is not settled through Steps (1), (2) and (3) above, either party may refer the matter within fifteen (15) days after determination by the Mayor and Township Committee to the New Jersey Public Employment Commission for the appointment of an arbitrator. The arbitrator shall be bound by the provisions of this contract and by applicable laws of the State of New Jersey and laws of the United States and decisions of the courts of the State of New Jersey and the courts of the United States. The arbitrator shall not have the opportunity to add to, modify, detract from, or alter in any way the provisions of this contract or any amendment or supplement thereto. In rendering his written decision, the arbitrator shall indicate his findings of fact and reasons for making the award. The decision of the arbitrator

shall be final and binding upon the parties subject to applicable court proceedings. The cost for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

17. Use of Township Vehicles: Lieutenants shall be permitted to use Township police vehicles to and from work. Use of vehicles shall be for police business only. Personal use of Township vehicles shall be a violation of this agreement.

18. Severability 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 of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

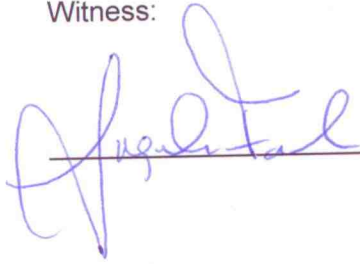
19. Duration of Agreement:

a. This agreement shall be effective January 1, 2014, through December 31, 2016, nunc pro tunc, with negotiations for a successor agreement commencing at least 120 days prior to the day on which the parties' collective negotiation agreement expires, in accordance with NJSA 34:13A-16(a)(1) and NJAC 19:16-2.1(a).

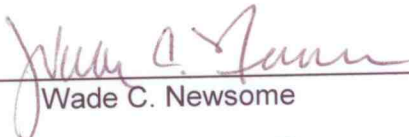
This agreement represents the full and complete understanding between the parties to this agreement and represents the agreement on all issues, whether bargained or contemplated, between the parties in question for the term of this agreement.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hand and seal this 5th day of February, 2015.

Witness:

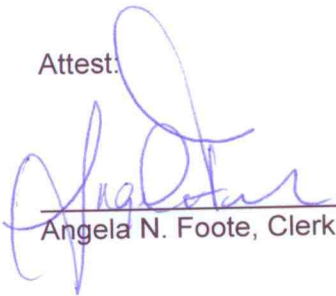
  
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PENNSVILLE SENIOR OFFICERS ASSOCIATION

By:   
Wade C. Newsome

  
Kirk C. Cooksey

Attest:

  
Angela N. Foote, Clerk

The Township of Pennsville

By:   
Richard D Barnhart, Mayor