Township of Pennsville Resolution NO: 107-2025

Title: A Resolution of the Mayor and Members of the Township Committee of the Township of Pennsville Authorizing the Township's Mayor to Execute the Agreement Between the Township of Pennsville, A Municipal Corporation Existing Under and By Virtue of the Laws of New Jersey, Located Within Salem County, and Township of Pennsville Senior Officers Association- Lieutenants, for the Period of January 1, 2025, through December 31, 2028

WHEREAS, the contract previously entered into between the Township of Pennsville and the Pennsville Senior Officers Association- Lieutenants (hereinafter Senior Officers Association), expired on December 31, 2024; 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 Pennsville Senior Officers Association; 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 for the period of January 1, 2025, and extend through December 31, 2028,

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

- 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.
- 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 signed by the Pennsville Senior Officers
 Association authorized representative.

Angela N. Foote, Clerk

Dated: February 20, 2025

Daniel J. Neu. Mayor

Resolution 107-2025

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AN AGREEMENT BETWEEN
THE TOWNSHIP OF PENNSVILLE
A MUNICIPAL CORPORATION EXISTING
UNDER AND BY VIRTUE OF THE LAWS
OF NEW JERSEY,
LOCATED WITHIN SALEM COUNTY

AND

THE PENNSVILLE SENIOR OFFICERS ASSOCIATION LIEUTENANTS

Contract Period: January 1, 2025, through December 31, 2028

TABLE OF CONTENTS

ARTICLE 1	MANAGEMENT RIGHTS	3
ARTICLE 2	ASSOCIATION RIGHTS	4
ARTICLE 3	SERVICES TO BE RENDERED	5
ARTICLE 4	HOURS OF WORK	6
ARTICLE 5	COMPENSATION	7
ARTICLE 6	HOLIDAYS & PERSONAL DAYS	9
ARTICLE 7	VACATION DAYS	11
ARTICLE 8	SICK LEAVE	12
ARTICLE 9	PAID MEDICAL LEAVE OF ABSENCE	13
ARTICLE 10	BEREAVEMENT LEAVE	15
ARTICLE 11	HEALTH & WELFARE	16
ARTICLE 12	GRIEVANCE PROCEDURE	18
ARTICLE 13	USE OF TOWNSHIP VEHICLES	20
ARTICLE 14	DEATH & DISABILITY	21
ARTICLE 15	RETIREMENT BENEFITS	22
ARTICLE 16	NON-DISCRIMINATION	23
ARTICLE 17	SEVERABILITY & SAVINGS	24
ARTICLE 18	DURATION OF AGREEMENT	25

ARTICLE 1 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.

ARTICLE 2 ASSOCIATION RIGHTS

- A. Pursuant to N.J.S.A. 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:
 - All steps of the Grievance Procedure; and
 - 2. Disciplinary Proceedings.
- 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.

ARTICLE 3 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.

ARTICLE 4 HOURS OF WORK

Lieutenant(s) normal work day and week shall consist of eight (8) hours per day and forty (40) hours per week.

ARTICLE 5 COMPENSATION

A. <u>Salary</u>: Lieutenant(s) shall be compensated by the Township for services rendered as follows:

202	2027	2026	2025	
\$145,000.0	\$141,000.00	\$138,000.00	\$132,000.00	Probationary LT
\$151,000.0	\$148,000.00	\$142,000.00	\$136,000.00	Lieutenant 2
\$154,729.69	\$151,695.78	\$148,721.35	\$145,094.00	Lieutenant 3

1.

Lieutenants appointed to the position of Lieutenant on or after January 1, 2025 shall follow the above steps.

- The Lieutenant shall work in the appointed position for a period of one (1) year from the date of official appointment by the Township Committee as a Probationary Lieutenant. (Ex. An officer appointed February 1, 2025 to the position of Probationary Lieutenant will move to Lieutenant 2 on February 1, 2026).
- 3. Once the Lieutenant moves to the position of Lieutenant 2, he/she shall work in the position for a period of one (1) year from the date of assignment as a Lieutenant 2 and then be moved to the position of Lieutenant 3. (Ex. An officer assigned February 1, 2025 to the position of Lieutenant 2 will move to Lieutenant 3 on February 1, 2026).
- 4. For the purposes of this contract, Lieutenants Tull and Bowen are Lieutenant 3.
- B. <u>Instruction</u>: 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.
- C. 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.

D. On Call Duties: The On Call-Duty Lieutenant must be available 24 hours and seven days a week by phone and able to mobilize quickly when needed. The On Call-Duty Lieutenant is primarily responsible for responding to emergency situations during off-duty hours, assuming command at incident scenes if needed, direction of personnel, critical decision making, and ensuring personnel are following proper procedure. These responsibilities are not limited to personnel management, coordinating resources, and oversight of critical incidents/investigations.

ARTICLE 6 HOLIDAYS and PERSONAL DAYS

A. **Holidays** - Employees covered by this Agreement are entitled to the following paid holidays:

1	New Years 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 first Monday
10	Veterans Day	November 11
11	Thanksgiving Day	4th Thursday in November
12	Christmas Day	December 25

- Lieutenants are to be scheduled off on the above listed holidays unless an emergency situation arises as defined in Article 5, Section D. Should Lieutenants be required to work, all holiday time shall be without overtime allowance.
- 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.
- B. Personal Days A Lieutenant shall be entitled to five (5) personal days (forty hours) during the current calendar year, but such days must be used 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.

ARTICLE 7 VACATION DAYS

Lieutenants shall be granted vacations with compensation based upon time of service as follows:

A. VACATION ALLOTMENT FOR ALL OFFICERS HIRED AS OF DECEMBER 31, 2010.

1.	After one (1) year of service	96 hours
2.	After five (5) years of service	144 hours
3.	After ten (10) years of service	192 hours
4.	After fifteen (15) years of service	288 hours

VACATION ALLOTMENT FOR ALL OFFICERS HIRED ON OR AFTER JANUARY 1, 2011.

1.	After one (1) year of service	OG haven
2.	After five (5) years of service	96 hours 144 hours
3.	After ten (10) years of service	192 hours
4.	After fifteen (15) years of service	240 hours
5.	After twenty (20) years of service	288 hours

^{*} Lieutenant Tull will continue to earn 336 hours of vacation per year pursuant to a prior contract. The remainder of the provisions of Article 8 continue to apply.

- B. A Lieutenant may bank only the prior year's earned vacation and the current year's vacation (N.J.S.A. 40A:9-10.3) OR thirty (30) days (240 hours), whichever is less 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 (2) 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. Requests for vacation must be approved or denied within twenty-four (24) hours after receipt by the Chief or his designee.

ARTICLE 8 SICK LEAVE

- A. Employees covered under this Agreement 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 accumulate from year to year but may not be used as terminal leave.
- B. An employee who shall have been absent on sick leave for three (3) or more consecutive working days, or three (3) days during one seven (7) day shift, shall submit to the Chief acceptable medical evidence substantiating the illness.
- C. An employee who has been absent on sick leave for a period totaling fifteen (15) days in one (1) year may be ordered to undergo a physical examination by the department assigned physician which will be paid for by the township.
- D. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary or dismissal action. The Township reserves the right to have such medical determination made by a physician designated by the Township Committee.
- F. Any employee suffering an "On the Job" injury shall be off duty with pay and with no loss of sick days from his bank.
- G. Any amount of salary or wages paid or payable to the employee pursuant to this Article shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

ARTICLE 9 PAID MEDICAL LEAVE OF ABSENCE FOR CATASTROPHIC INJURY OR ILLNESS OR SERIOUS HEALTH CONDITION

A. Definitions

- Catastrophic illness or injury refers to a severe and often sudden personal health condition that has significant consequences usually resulting in permanent disability, prolonged hospitalization, or the need for extended recovery.
- 2. Serious Health Condition means a personal illness, injury, impairment, or physical or mental condition which requires:
 - Overnight hospitalization (including prenatal care), including the period of incapacity or subsequent treatment in connection with the overnight care
 - ii. Continuing treatment (for a chronic or long-term condition) under the care or supervision of a health care provider. Included are chronic conditions (e.g., asthma, epilepsy, etc.) that continue over an extended period of time and may cause episodic rather than a continuing period of incapacity and conditions that are not usually incapacitating but would result in a period of incapacity of more than 3 consecutive calendar days if medical treatment were omitted (e.g., chemotherapy, kidney dialysis, pregnancy, etc.). Note that incapacity means the inability to work, attend school, or perform regular daily activities (eating, washing, walking, shopping, etc.,) because of a serious health condition or treatment for or recovery from a serious health condition.
- 3. The following are examples, *but not an exclusive list*, within the definition of "catastrophic illness or injury" and "serious health condition":

Alzheimer's disease, chronic back conditions, cancer, diabetes, heart attack or stroke, mental illness including nervous disorders and severe depression, multiple sclerosis, spinal cord injuries, pregnancy or its complications, including severe morning sickness and prenatal care, treatment for substance abuse, very serious surgery and recovery, emphysema, severe arthritis, pneumonia, and severe injuries off the job.

B. Earning and Accrual of Time

- 1. An eligible full-time employee hired prior to January 1, 2025, shall be entitled to 12 weeks of paid medical leave under this Article.
- 2. An eligible full-time employee hired on or after January 1, 2025, shall be entitled to 6 weeks of paid medical leave under this Article.
- 3. Unused medical leave of absence may not be accrued or rolled over into the following calendar year.

 Unused medical leave of absence has no monetary value and no payment shall be made for unused medical leave time upon termination, death, resignation or retirement.

C. Documentation of Medical Leave of Absence

- 1. When the need for medical leave is foreseeable, at least thirty (30) days' advance notice to the Township of Pennsville, in writing, is required.
- 2. If thirty (30) days' notice cannot be provided, as much notice as practical shall be given. Failure to give reasonable notice may delay the availability of the leave.
- Approval of requested leave of absence is subject to the approval of the Township Committee upon recommendation of the Township Administrator.
- Employees must submit the appropriate medical certification for the treating physician. Periodic recertification may be required.
- 5. Employees must provide a certification of fitness to return to work.
- 6. The Township of Pennsville, at its expense, may require examination by a second healthcare provider designated by the Township. If the second healthcare provider's opinion conflicts with the original medical certification, the Township of Pennsville, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.
- 7. Abuse of paid medical leave may be cause for disciplinary action. The Township reserves the right to investigate the use of paid medical leave whenever circumstances suggest a pattern of abuse including, but not limited to, requesting documentation from the treating medical practitioner.

D. Coordination with Other Applicable Laws

- The use of paid medical leave under this policy will run <u>concurrently</u> to any leave authorized under the Family and Medical Leave Act (FMLA) and the New Jersey Family Leave Act (NJFLA). Medical leave under this policy may not be used consecutively to any leave authorized under the Family and Medical Leave Act (FMLA) or the New Jersey Family Leave Act (NJFLA).
- 2. In the event that additional family, medical or sick leave is available pursuant to State law, that leave will also run *concurrently* to any medical leave under this policy.

ARTICLE 10 BEREAVEMENT LEAVE

A. Death in the Immediate Family

- 1. Employees 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 not to exceed five (5) work days.
- 2. Immediate family, for the purpose of this section, is defined as father, mother, grandfather, grandmother, grandchild, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepmother, stepfather, spouse's grandmother and grandfather.

B. Death in Non-Immediate Family

- 1. Employees shall be granted a leave of absence, with pay, for death in the non-immediate family for the day of burial only.
- 2. Non-immediate family, for the purpose of this section, is defined as uncle, aunt, nephew, niece, brother-in-law, sister-in-law, or cousin of the first degree.

C. Exception

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

ARTICLE 11 HEALTH and WELFARE

- A. The Township will provide a Lieutenant with medical, hospital and major medical insurance coverage subject to the following:
 - 1. Employees who select to enroll in the Pennsville Township Health benefits plan shall pay the following amounts towards their healthcare and dental plan.

For the course of this contract 2025-2028 the contribution shall be as follows:

- a. Single = 3% of employees' yearly base salary
- b. Husband/Wife or Parent/Child = 4.5% of employees' yearly base salary.
- c. Family = 5.5% of employees' yearly base salary.
- B. Dental The Township will also provide 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.
- 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. The Township may, at its option, change any of the foregoing plans or carriers as long as equal/equivalent benefits are provided.

- F. The family dependents provided for above are limited to those who qualify under the insurance plan as dependents.
- G. 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.
- H. The Township will pay up to the amount of seven hundred fifty (\$750) dollars for single and \$1,000 for family (two or more dependents)which can be used for prescription vision care, physical examination, or a gym membership in any combination for the employees and their eligible dependents covered under this agreement. The employees will schedule the appointments at their convenience but not during work hours. Gym membership costs must be submitted for payment by December 1. Requests for payment must be accompanied with a receipt.

ARTICLE 12 GRIEVANCE PROCEDURES

A. Purposes

- The purpose of this procedure is to secure the lowest possible level of equitable solution to the problems 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.
- Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief and having the grievance adjusted without intervention of the Association.

B. Definitions

The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement and/or police department decisions affecting employees covered by this Agreement. Grievances may be raised by an individual, or the Association at the request and on behalf of an individual or group of individuals.

The term "days" as used herein shall mean working days.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent. Failure by the grievant to adhere to any or all time limits shall constitute abandonment of the grievance. Failure by any management representative to respond within the time limits of this procedure shall be considered a negative response and the grievance may be processed to the next step.

Step One:

- (a) An aggrieved employee shall institute actions under the provisions hereof within fifteen (15) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief for the purpose of resolving the matter informally.
- (b) The Chief shall render a decision within fifteen (15) days after receipt of the grievance.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and filed with the Township Administrator within fifteen (15) days following the determination by the immediate superior.

(b) The Township Administrator or designee shall render a decision in writing fifteen (15) days from the receipt of the grievance.

Step Three:

- (a) In the event the grievance is not resolved through Step Two, then within fifteen (15) days following the determination of the Township Administrator or designee, the matter may be submitted to the Mayor and Township Committee.
- (b) The Mayor and Township Committee shall review the matter and make their determination within thirty (30) days from receipt of the grievance.
- (c) The decision of the Township Committee shall be final and binding upon the Lieutenant subject to Section 4 below.

Step Four: Arbitration

- (a) If the grievance is not settled through Steps One, Two, or Three, either party may refer the matter within fifteen (15) days after determination by the Mayor and Township Committee to the New Jersey Public Employment Relations Commission for the appointment of an arbitrator.
- (b) The arbitrator shall be bound by the provisions of this Agreement 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 authority to add to, modify, detract from, or alter in any way the provisions of this Agreement 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.
- (c) 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 the same.

ARTICLE 13 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.

ARTICLE 14 DEATH AND DISABILITY

A . 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 the same contribution rate and co-pay in effect for retirees at 2.5% of the monthly allowance, the term life, medical, hospitalization, major medical, dental, vision care, and co-pay prescription insurance coverages in effect at the time of disablement.

- B. 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 the same contribution rate and co-pay in effect for retirees at 2.5% of the monthly allowance.
 - (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.

ARTICLE 15 RETIREMENT

- A. Lieutenants shall become the owners of their service weapons upon retirement in good standing subject to compliance with <u>N.J.S.A.</u> 2C:39-6 and proper transfer through the State of New Jersey.
- B. Sick Time Upon retirement, a Lieutenant will be paid one (1) day's salary (8 hours) for every sixteen (16) hours banked with a maximum payment of fifteen thousand (\$15,000) dollars.
- C. Health care coverage, dental coverage Members and their eligible dependents who retire under the provision of this contract with twenty-five (25) years of service in the pension system with a New Jersey Law Enforcement Entity with at least twenty (20) years of service with Pennsville Police Department, will be provided health and dental insurance at equal/equivalent levels during the time of retirement and pay a deduction of 2.5% of retiree monthly allowance.
 - 1. Medicare Exception Should a Lieutenant become eligible for Medicare coverage, he/she shall acquire the same, notify the Township, and at that time the benefits set forth in Article 12 shall become their secondary health coverage.
- D. Upon retirement, employees hired prior to December 31, 2024 shall be paid for any unused earned 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) days (240 hours).
- E. Upon retirement, employees hired on or after January 1, 2025, shall be entitled to be paid for any earned unused vacation accrued to the retiring employee. The maximum credit for banked vacation days shall be two hundred (200) hours.
- F. The Township will also provide, at no cost to employees and retirees, term life insurance for employees and retirees covered under this Agreement in the face amount of thirty thousand (\$30,000).

ARTICLE 16 NON-DISCRIMINATION

New Jersey Law Against Discrimination (LAD): The LAD prohibits unlawful employment discrimination based on an individual's race, creed, color, national origin, nationality, ancestry, age, sex, (including pregnancy), familial status, marital/civil union status, religion, domestic partnership status, affectional or sexual orientation, gender identity and expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, and mental or physical disability (including perceived disability, and AIDS and HIV status.

ARTICLE 17 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.

ARTILCE 18 DURATION OF AGREEMENT

This agreement shall be effective January 1, 2025, through December 31, 2028, 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 N.J.S.A. 34:13A- 16(a)(1) and N.J.A.C. 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.

TOWNSHIP OF PENNSVILLE SALEM COUNTY, NEW JERSEY BY: Dan Neu, Mayor PENNSVILLE SENIOR OFFICERS ASSOCIATION BY: Lt Nicholas Bowen

ATTEST:

Angela N. Foote, Clerk