

**TOWNSHIP OF WATERFORD  
COUNTY OF CAMDEN  
STATE OF NEW JERSEY**

**RESOLUTION #2023- 293**

**RESOLUTION OF THE TOWNSHIP OF WATERFORD APPROVING EXTENDED  
AND AMENDED EMPLOYMENT AGREEMENT BETWEEN THE TOWNSHIP OF  
WATERFORD AND DANIEL H. CORMANEY AS CHIEF OF POLICE**

**WHEREAS**, the Mayor and Township Committee for the Township of Waterford entered into discussion with Daniel H. Cormaney as the Township Chief of Police for an extended and amended Employment Agreement; and

**WHEREAS**, said discussion has resulted in an Employment Agreement between the Township and Daniel H. Cormaney to serve as the Township Chief of Police for the stated time period, said Employment Agreement attached hereto and incorporated by reference herein.

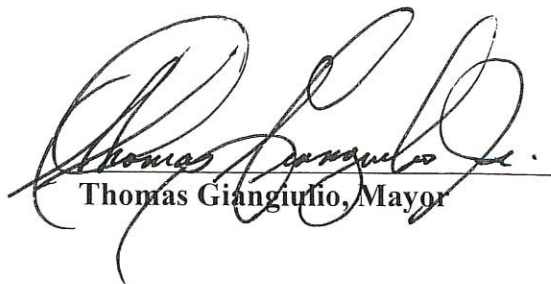
**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Township Committee of the Township of Waterford, County of Camden, State of New Jersey that it hereby approves the attached Employment Agreement between the Township of Waterford and Daniel H. Cormaney to serve as the Township Chief of Police for the period as extended and amended through December 31, 2027.

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately upon adoption.

Adopted: October 25, 2023



**Dawn Liedtka, RMC / CMR Clerk**



**Thomas Giangulio, Mayor**

|         | WADE                                | YEATMAN                             | JONES-FREITAG                       | THOMPSON                            | GIANGIULIO                          |
|---------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| YES     | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| ABSTAIN | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| NO      | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |
| ABSENT  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            |

### CERTIFICATION

I, Dawn Liedtka, Clerk of the Township of Waterford, do hereby certify that the above is a true and correct copy of a resolution duly adopted by the Mayor and Township Committee at its Meeting held on October 25, 2023 at the Waterford Township Municipal Building, 2131 Auburn Avenue, Atco, New Jersey.

**Dawn Liedtka, Township Clerk**

**CONTRACT OF EMPLOYMENT BY  
AND BETWEEN  
THE TOWNSHIP OF  
WATERFORD**

**AND**

**DANIEL H. CORMANEY IV  
TO SERVE AS  
CHIEF OF POLICE**

ARTICLE I  
RECOGNITION

This Agreement made and entered into that commenced on the 1<sup>st</sup> day of January 2020, and was subsequently extended and amended on the 25<sup>th</sup> day of October 2023, by and between the Township of Waterford, in the County of Camden, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" and Daniel H. Cormaney IV, (hereinafter referred to as the "Chief of Police" or "Chief"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargained issues between the Township and the Chief of Police.

ARTICLE II  
WITNESSETH

WHEREAS, the Chief has been recognized by the governing body of the Township of Waterford as a bargaining agent for himself, and negotiations have been pursued in accordance with the provisions of Chapter 303 of the Public Laws of 1968, and the parties hereto, desiring to reduce their understandings to written form:

NOW, THEREFORE, in consideration of the mutual promises and agreements by the parties hereto, it is mutually agreed as follows:

ARTICLE III  
MANAGEMENT'S RIGHTS

The Township of Waterford hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and

express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

#### ARTICLE IV

##### DUTIES

The duties of the Chief of Police shall consist of the overall supervision and direction of the Waterford Township Police Department consistent with the powers and responsibilities established and provided by New Jersey Statutes, including N.J.S.A. 40A:14-118, and pursuant to Waterford Township Ordinances and the Rules and Regulations for the Waterford Township Police Department. The Chief of Police is a Salary Exempt Employee with a schedule to be determined by the Chief of Police for the efficient and effective operation of the department in order to achieve the departmental goals and objectives.

#### ARTICLE V

##### RETENTION OF BENEFITS

The Township of Waterford agrees that all benefits, terms, and conditions of employment relating to the status of the Chief of Police since date of first contract shall be maintained at not less than the highest standards in effect at the time of commencement of collective negotiations leading to the execution of this Agreement.

#### ARTICLE VI

##### TERMS OF AGREEMENT

This Agreement shall commence and be binding upon the parties hereto, their successors and/or assigns from January 1st, 2020 until and including December 31, 2027.

It is further provided that negotiations for renewal and/or amendments to this Agreement shall commence no later than August 1, 2027 for the ensuing year or years.

## ARTICLE VII

### RULES REGULATIONS

Proposed new rules or modifications of existing rules governing negotiable working conditions shall be negotiated with the Chief of Police before they are established.

## ARTICLE VIII

### COMPENSATION

The Chief of Police shall receive as compensation for his service as the Chief of Police of Waterford Township the annual sum of:

\$175,469.44 salary for the year 2020

\$20,000.00 base salary increase for the year 2021

\$20,000.00 base salary increase for the year 2022

\$20,000.00 base salary increase for the year 2023

\$20,000.00 base salary increase for the year 2024

#### **\*Extension and renewal of amended contract for years 2025-2027\***

\$30,000.00 base salary increase for the year 2025

\$30,000.00 base salary increase for the year 2026

\$30,000.00 base salary increase for the year 2027

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

To the extent that the Township enters an employment and/or a collective bargaining agreement with the superior officers during the life of this contract which provides for a greater benefit than that set forth herein with regard to Health Care Benefits, Clothing Allowance and Uniform Cleaning, this Agreement shall be automatically amended to provide for such greater benefit.

## ARTICLE X

### ANNUAL VACATION SCHEDULE WITH PAY

The Township of Waterford agrees that the Chief of Police shall be entitled to a paid vacation each twelve (12) months during the term of this Agreement.

Commencing January 1st of each contract year:

1.) The Chief of Police shall receive three hundred and sixty (360) working hours per year of vacation, plus twelve (12) working hours per year for each year over twenty (20) years of service.

A.) Upon retirement or at such time the Chief terminates his employment from the Waterford Township Police Department, the vacation leave due to the Chief of Police shall be returned to the Township and made payable to the Chief of Police at the Chief's hourly rate based on the Chief's salary at the time of his termination. Payment will be made as part of Article XVII of this Agreement.

B.) When in a calendar year the vacation leave or any part thereof is not used, same shall be accumulated and not unreasonably withheld.

## ARTICLE XI

### HEALTH BENEFITS

A.) The Township agrees to provide and will continue to pay medical coverage for the Chief of Police and his immediate family for the duration of this Agreement. Coverage provided will be by State Health Plan Benefits Program (SHBP) of New Jersey which was incorporated in 1961 under NJSA 52:14-17-.25 et. seq. and will have Major Medical, U.C.R. Premium Sharing shall be at 35% of the cost of the Major Medical Plan while the Chief of Police is actively employed in the Township.

B.) The Township agrees to provide the Chief of Police and his immediate family with a prescription plan. Prescription coverage will be provided by the Department of Treasury, Division of Pensions and Benefits under State Health Plan Benefits Program (SHBP), "Employee Prescription Drug Plan". The plan is administered by Horizon Blue Cross Blue Shield of New Jersey.

C.) The Township agrees for the duration of this Agreement to provide the Chief of Police and his immediate family a Dental Plan.

D.) The Township agrees for the duration of this Agreement to provide the Chief of Police and his immediate family an Optical Plan in accordance and in the Agreement with Visual Service Plan also known as VSP.

E.) Sections A through D will be in effect through the duration of this Agreement. All benefit levels will remain equal to their existing level as of the signing of this Agreement. The Township may change insurance carrier or plans for economic reasons as long as the benefit level provided to the Chief of Police remains at their existing levels as of the signing of this Agreement. Any discrepancies as to the benefit

level will be settled by an outside consultant to be agreed upon by the Chief of Police and the Township. Said consultant shall be paid for by the Township. The Chief of Police is in agreement with the Township that only this Article will be opened while negotiating a change of insurance carriers. A copy of the current Health Benefit Plan will be kept on file with the Township Administration office.

F.) In the event that the Chief of Police is disabled while on duty, the Chief and his family shall retain all health benefits that are provided for active employees. Benefits will continue until the death of the Chief of Police and his spouse occurs. Medical benefits will continue for surviving children to the age of 21; except if the surviving child is enrolled in college, then to the age of 24. If the Chief and spouse divorce, the health benefits will remain with the Chief and his children. If the Chief is killed in the line of duty, health benefits will be provided for the surviving spouse until either her death or when she remarries, then the benefits will discontinue. Medical benefits will continue for the surviving children to the age 21, except if a surviving child is enrolled in college, then to the age of 24.

G.) The Township shall be responsible for all medical costs incurred by the Chief of Police injured in the line of duty.

H.) The Township shall pay reasonable funeral expenses for the Chief of Police if killed in the line of duty.

(Co-Payments – Medical co-payments are established pursuant to the State Health Benefit Plan)

Dependent Coverage- Effective January 1, 2011, dependent coverage in the Township's medical, prescription, drug and dental plans shall be made available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the Federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will

terminate at the end of the calendar year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375 as set forth below.

Subject to the provisions and requirements of P.L. 2005, Chapter 375, if the Chief is enrolled through the Township Medical, Prescription Drug Plan or Dental Plan, The Chief may elect to enroll his dependents as dependents to Age 31. Coverage for an additional premium shall be billed directly to the Chief by the Insurance Carrier these provisions shall be subject to any requirements mandated by Federal law and confirm to the Patient Protection and Affordable Care Act and regulations promulgated thereunder.

Dependents that are permanently disabled will remain covered during the life of the Chief of Police.

## ARTICLE XII

### PHYSICAL EXAMINATIONS

For the duration of this Agreement, it is agreed between the parties that the Chief of Police will receive a physical examination during each year of this Agreement; said examination will be conducted by a physician selected, by the Chief, to conduct the official physical examination. A general health report from the physician will be filed with the Chief's medical file located in the Office of the Chief of Police. All costs for said examination shall and will be paid for by the Township and or its agent.

## ARTICLE XIII

### SICK LEAVE

It is agreed by and between the parties that the Chief of Police shall be entitled to sick leave provided other Township employee's which is set forth in Chapter #44, Section 8, of the Code of Township of Waterford, with the exception that if the Chief of Police misses work because of an injury received on duty or sickness missing or caused by his duty, said working days will not be counted as sick leave taken.

The Chief of Police shall be permitted to accumulate up to seven hundred and twenty (720) working sick hours. If the Chief of Police has more than seven hundred and twenty (720) working sick hours at the time of commencement of this contract he shall not be able to accumulate additional working sick days. If the Chief of Police has less than seven hundred and twenty working sick hours at the time of the commencement of this contract, he shall be permitted to accumulate such sick working days as will bring working sick days accumulated to a total of seven hundred and twenty (720) working hours, no further accumulation allowed.

The Chief of Police will receive one hundred and twenty (120) working paid sick hours per year during each year of this Agreement. The Township of Waterford agrees, when the Chief retires, terminates his employment, resigns and/or becomes disabled and is on pension or dies, any sick working hour time will be payable to the former Police Chief or his surviving beneficiary, said payment is to be calculated on the Chief's hourly salary at the time of his termination. Payment will be made as part of Article XVII of this Agreement.

## ARTICLE XIV

### EDUCATION

A.) The Township agrees that the Chief of Police shall be entitled to the sum of \$750.00, for each year of this contract, as a college education allowance for tuition and books for furthering of job-related college education. Allowance is contingent upon completion of the course. All monies paid by the Chief of Police for books or tuition shall be repaid by the Township to the Chief of Police within thirty (30) calendar days upon successful completion of the course.

B.) Commencing at the start of this agreement, when the Chief of Police attends any police school out of the Township, he will receive a per diem allowance of up to \$15.00 for lunch per day and further, he will receive, up to \$20.00 per day for dinner money for the length of the course. When lodging is required, the Chief of Police shall receive up to \$120.00 lodging allotment per day for length of the course. Per-diem allowance will be paid upon submission of receipts to the Municipal Treasurer.

C.) The Township agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Chief of Police Conference and the annual International Association of Chiefs of Police Conference. The Chief of Police will submit all necessary receipts.

D.) The Township also agrees to pay for the Chief of Polices' dues for membership in the Camden County Chiefs of Police Association, the South Jersey Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, and The International Association of Chiefs of Police.

## ARTICLE XV

### CLOTHING REPLACEMENT ALLOWANCE

The Township agrees that the Chief of Police, during each year of this Agreement, be entitled to Clothing Replacement Allowance. Starting at the commencement of this agreement, the sum of \$1000.00 shall be allotted to the Chief of Police annually for the specific purpose of replacement and/or mending worn uniforms and police related equipment. It is further provided that in the event the Chief of Police does not utilize the \$1000.00 allotment, any balance shall be returned to the Municipal Treasury at the termination of each contract year.

## ARTICLE XVI

### BEREAVEMENT BENEFITS

The following bereavement benefits shall be available:

1.) In case of death in the Chief of Police's immediate family, payment for absence will be approved. Ordinarily, such approval will not exceed three (3) days but under special circumstances (pending approval by the Director of Public Safety) be extended to cover up to five (5) working days. "Immediate Family" shall be understood to mean the Chief's parents (or a relative who has taken the place of a parent), husband, wife, children, sister, brother, or relative in law, or grandparents.

2.) In case of death of a relative not in the immediate family the Chief of Police may be excused with pay for all or part of a scheduled working day in order to attend the funeral. In determining the treatment to be accorded, consideration will be given to the relationship between the Chief of Police's hours of duty. Ordinarily the maximum time excused should not exceed one (1) working day. Any request for absence beyond (1) day under this section shall be taken into consideration for approval by the Public Safety Director or Township Administrator.

## ARTICLE XVII

### TERMINAL LEAVE

A.) The Township agrees that when the Chief of Police retires, terminates his employment, resigns and/or becomes disabled and is on pension, or dies, any accumulated time will be payable to the Chief of Police or surviving beneficiary.

B.) Payment shall be calculated on the Chief of Police's hourly rate of pay at the time of his termination.

C.) Payment schedule is as follows:

- 1.) Six (6) months' notice- payment shall be made in two (2) weeks.
- 2.) Three (3) months' notice- payment shall be made in four (4) weeks.
- 3.) Less than three (3) months' notice - payment shall be made in six (6) weeks.

At time of retirement, upon mutual agreement of the Chief of Police and the Township any monies payable to the Chief of Police for accrued time may be divided over an agreed number of years not to exceed five years and be paid on an annual basis according to such agreement by the parties hereunto.

## ARTICLE XVIII

### LIABILITY AND FALSE ARREST INSURANCE

The Township shall provide the Chief of Police with a liability and false arrest insurance policy.

## ARTICLE XIX

### JURY DUTY

It is understood that a Chief of Police may be called to perform County, State or Federal Jury Duty.

A.) If the Chief of Police is required to report to jury duty the chief will notify the Public Safety Director at least twenty-four (24) hours prior that day. The chief will not lose any compensation for jury duty.

## ARTICLE XX

### RETIREMENT BENEFITS

The Chief of Police retiring from active duty with the Township of Waterford Police Department, and in good standing, shall be entitled to continued health benefits for the Chief of Police, his spouse and all statutorily eligible dependents, which will be paid for solely by the Township of Waterford.

The Township medical plan and prescription plan available to retirees will be provided by State Health Plan Benefits (SHBP) of New Jersey which was incorporated in 1961 under NJSA 52:14-17.25 et. seq. and will have Major Medical, U.C.R., which will be paid for solely by the Township of Waterford.

## ARTICLE XXI

### SUBSEQUENT LAWS

If any provision of this agreement, or any application of this agreement, is held to be 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.

## ARTICLE XXII

### FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues to be bargained, which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

## ARTICLE XXIII

### HOLIDAY TIME

1. The Chief of Police shall be entitled to (14) paid holidays per calendar year during the term of this contract.

|                  |                        |               |
|------------------|------------------------|---------------|
| New Year's Day   | Martin Luther King Day | Good Friday   |
| President's Day  | Easter                 | Memorial Day  |
| Independence Day | Labor Day              | Columbus Day  |
| Thanksgiving Day | Day after Thanksgiving | Christmas Eve |
| Christmas Day    | New Year's Eve         |               |

2. When any of these holidays shall occur on a Saturday, the holiday shall be observed on the Friday immediately prior such Saturday. When any of these holidays shall occur on a Sunday, the holiday shall be observed on the Monday immediately follow such Sunday.

3. If the Chief of Police is required to, or called into, work on any given holiday, then he shall be compensated by being allotted an additional day off at his discretion on notice to the Township Director of Public Safety.

## ARTICLE XXIV

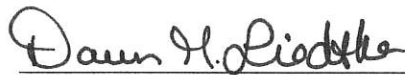
### CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to the Township Charter, Ordinances, or Rules and Regulations of the Police Department for the Township, and any present or past benefits which the Chief of Police customarily enjoys, but that has not been specifically included in this Agreement, shall be continued. Any existing Side Agreements in reference to this Contract shall be extended and remain in effect for the full and entire length of this amended agreement.

IN WITNESS WHEREOF, the Township of Waterford has caused these presents to be signed and sealed and the Waterford Township Chief of Police,

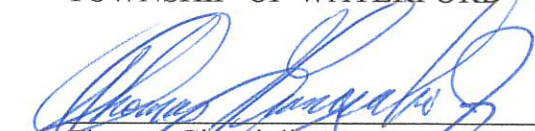
Daniel H. Cormaney IV has caused this agreement to be signed on the date and year aforesaid.

ATTEST

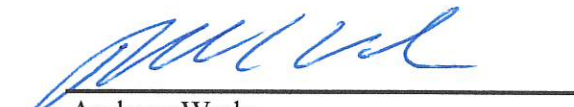


Dawn M. Liedtka,  
Municipal Clerk

TOWNSHIP OF WATERFORD

  
Thomas Giangiglio Jr.  
Waterford Township Mayor

DANIEL H. CORMANEY IV  
Police Chief

  
Andrew Wade  
Waterford Township Deputy Mayor

Dated: 10/26/2023