

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH, IN
THE COUNTY OF GLOUCESTER, STATE OF NEW JERSEY AUTHORIZING AN
EMPLOYMENT CONTRACT FOR ADMINISTRATIVE POSITIONS WITHIN THE
WOOLWICH TOWNSHIP POLICE DEPARTMENT**

R-2021-228

WHEREAS, the positions of Deputy Chief, Captain and Lieutenant within the Woolwich Township Police Department are outside of the Policemen's Benevolent Association Local #122 bargaining contract; and

WHEREAS, it is advised that those positions be covered through an employment contract which includes certain terms offered to officers through said contract and additionally sets forth annual salaries for said positions; and

WHEREAS, an agreement has been reached, the terms of which are contained within the attached Employment Contract Agreement as attached hereto and made a part hereof, said Contract being subject to ratification by both parties thereto; and

NOW, THEREFORE BE IT RESOLVED that the Mayor and Township Committee of the Township of Woolwich do hereby ratify and approve said Employment Contract for the Woolwich Township Deputy Chief, Captain and Lieutenant;

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk of the Township of Woolwich be and hereby are authorized and directed to execute said Employment Contract on behalf of the Township of Woolwich.

BE IT FURTHER RESOLVED that the terms contained within said Contract shall be effective for a period beginning January 1, 2022 and concluding on December 31, 2025.

ADOPTED at a meeting of the Township Committee of the Township of Woolwich held on the 20th day of December, 2021.

TOWNSHIP OF WOOLWICH

BY:


Vernon Marino, Mayor

ATTEST:


Jane DiBella, Township Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 20th day of December, 2021.

Jane DiBella, Clerk

**EMPLOYMENT CONTRACT
BETWEEN**

WOOLWICH TOWNSHIP

AND

SUPERIOR OFFICERS

JOSEPH MORGAN, DEPUTY CHIEF

PETER MASSING, CAPTAIN

THOMAS DANIELS, LIEUTENANT

ARTICLE I
RECOGNITION

THIS AGREEMENT entered into in Woolwich Township, New Jersey, this _____ day of December, 2021, between the TOWNSHIP OF WOOLWICH, in the County of Gloucester and the State of New Jersey (hereinafter referred to as "the Township" or "the Employer") and JOSEPH MORGAN, PETER MASSING, and THOMAS DANIELS (hereinafter referred to as "Superiors" or "the employee") (collectively referred to as "the Parties"), hereby establishes the following terms and conditions of employment for the position of Deputy Chief, Captain and Lieutenant respectively.

ARTICLE II
TERM OF AGREEMENT

This Agreement shall run for a term of four (4) years, beginning on January 1, 2022 and ending on December 31, 2025. Although this Agreement is between the Township and Mr. Morgan, Mr. Massing, and Mr. Daniels, it is the Township's intent that the provisions of this Agreement shall apply to any employee serving as the Deputy Chief, Captain, and Lieutenant respectively, during the term of this Agreement.

ARTICLE III
MANAGEMENT RIGHTS

The Township hereby retains and reserves into itself all powers, rights, authority duties and responsibilities conferred upon and vested in it 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 term of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

ARTICLE IV
COMPENSATION

Effective January 1 of each applicable year, the base salary of the Deputy Chief shall be as follows:

<u>Year</u>	<u>Base Salary</u>
2022	\$127,750.00
2023	\$130,943.75
2024	\$134,717.34
2025	\$138,585.28

Effective January 1 of each applicable year, the base salary of the Captain shall be as follows:

<u>Year</u>	<u>Base Salary</u>
2022	\$122,650.00
2023	\$125,716.25
2024	\$129,359.16
2025	\$133,093.14

Effective January 1 of each applicable year, the base salary of the Lieutenant shall be as follows:

<u>Year</u>	<u>Base Salary</u>
2022	\$117,575.00
2023	\$120,514.38
2024	\$124,027.23
2025	\$127,627.92

These amounts shall be paid in accordance with the Township's normal payroll practices and subject to all required withholdings.

ARTICLE V VACATION

The Superiors shall receive two hundred and sixty-four (264) hours of vacation per year. The employee may carry over sixty (60) hours unused vacation days into the next calendar year with the approval of the Chief of Police. If the hours are not used in the subsequent year, they may not be carried over to the next year.

ARTICLE VI HEALTH BENEFITS

SECTION 1. The Township agrees to provide and pay for the existing AmeriHealth Medical Plan or any other medical plan that is equal to or better than said program for both the employee and his/her family. If the employee has not withdrawn from the Township's health insurance program, the employee shall contribute annually 16% of the amount of health insurance in accordance with the provisions of P.L. 2011, Chapter 78. These payments shall be made on a pre-tax basis, pursuant to IRS Section 125, salary reduction premium-only plan, in accordance with the Township's regular payroll practices. These contributions shall cease upon the employee's retirement.

SECTION 2. The Township shall provide and pay for the existing dental plan or any other dental plan that is equal or better for the employee and family.

SECTION 3. The Township agrees to provide and pay for the existing vision plan or any other vision plan that is equal to or better than said program for both the employee and family.

SECTION 4. Pursuant to P.L. 2011, Chapter 78, the Township shall establish a flexible spending account (FSA) to permit the employee to voluntarily set aside, on a pre-tax basis, a portion of their earnings to pay for qualified medical and dental expenses not otherwise covered by the health benefits plan, pursuant to Section 125 of the Internal Revenue Code, 26 U.S.C. 125.

SECTION 5. The employee may choose to waive health insurance coverage. Participation is voluntary and intended for those covered by health insurance through another source. The Township shall pay the employee who elects to waive coverage \$3,500.00 annually to be paid bi-weekly. In the event the employee chooses to waive coverage and then alternate benefits are no longer available, the employee and spouse and dependents may re-enroll immediately into the Township's health insurance program.

ARTICLE VII **LEAVES OF DUTY**

The Township may in its complete discretion grant or deny requests for leaves of absence without pay for the employee.

ARTICLE VIII **FUNERAL LEAVE**

In the event of the death of the employee's spouse, son or daughter, mother or father, brother or sister or step children residing within the household, the employee shall be granted five (5) consecutive calendar days at the discretion of the Chief of Police for travel, funeral arrangements or other personal matters. One (1) of these five (5) days shall include the funeral day itself. The aforementioned bereavement leave shall not be deducted from the employee's annual sick leave. A day shall be defined as an eight (8) hour day for the purpose of payment under this provision.

In the event of the death of the employee's stepbrother, stepsister, mother-in-law or father-in-law, grandparents or stepchildren who do not reside in the employee's household, the employee shall be granted three (3) consecutive calendar days at the discretion of the Chief of Police for travel, arrangements or other personal matters. One (1) of these three (3) days shall include the funeral day itself. The aforementioned bereavement leave shall not be deducted from the employee's annual sick leave. In the event of the death of the employee's aunt, uncle, niece or nephew, the employee shall be granted one (1) day at the discretion of the Chief of Police. This day shall include the funeral day itself. The aforementioned bereavement leave shall not be deducted from the employee's annual sick leave.

ARTICLE IX
PERSONAL LEAVE

The Superiors shall be granted forty (40) hours of personal leave. The scheduling of personal hours is subject to the approval in advance by the Chief of Police who may refuse the date requested with justification. The request must be submitted to the Chief of Police at least two (2) days in advance of the date requested. However, each year the Superiors will be entitled to designate twenty-four (24) personal hours as Emergency Personal Time (EPT) which does not require prior approval. In order to use EPT, the Superiors must make notification at least two (2) hours prior to his/her scheduled shift.

ARTICLE X
SICK LEAVE

Effective January 1st of each year, the Superiors shall be granted one-hundred and forty four (144) hours of sick leave, with pay, per year, when unable to work scheduled hours due to personal illness or injury, illness or injury of an immediate family member residing in the Superiors' household, or in connection with the birth or adoption of a child. Any amount of sick leave not used in any calendar year shall be accumulated from year to year but all unused sick leave shall automatically expire upon termination of employment for any reason, including but not limited to death, resignation, retirement, or discharge.

ARTICLE XI
INJURY IN THE LINE OF DUTY

When the Superiors are injured in the line of duty, the Township shall in accordance with N.J.S.A. 40A:9-7, pass a resolution providing the Superiors up to one (1) year leave of absence with pay. In the event the Superiors receive a leave of absence with pay due to injury arising while in the line of duty, Superiors shall assign the proceeds of workers compensation benefits for temporary total disability to the Township for the period salary was received during the leave of absence.

ARTICLE XII
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 the Township's Ordinances, Rules and Regulations of this Police Department, past practices of the Police Department, and the terms and conditions of the Collective Negotiations Agreement between Woolwich Township and PBA Local 122 governing all regular police officers employed by the Township. It is the intent of the parties that the Superiors shall enjoy at a minimum, all of the benefits and terms and conditions of employment set forth in that Collective Negotiations Agreement.

ARTICLE XIII
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the Parties regarding the subject matters it addresses and cannot be changed or modified orally.

ARTICLE XIV
MODIFICATION AND AMENDMENT

This Agreement shall not be modified or amended except in writing duly executed and signed by the Parties. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, attorneys-in-fact, successors, and permitted assigns.

ARTICLE XV
SEVERABILITY

If any part of this Agreement shall be held unenforceable by a court of competent jurisdiction or invalid as a matter of law, all of the rest and remainder of this Agreement shall nevertheless remain in full force and effect.

ARTICLE XVI
WAIVER

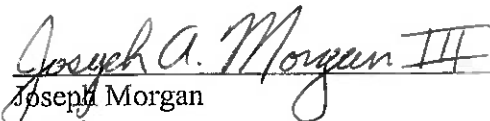
Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of such terms, covenants or conditions.

ARTICLE XVII
DURATION

This Agreement shall remain in full force and effect until December 31, 2025. On or after September 1, 2025 (or at such earlier time mutually agreed to by the parties), either party may serve notice upon the other party of intent to commence negotiations for a new Agreement. The Parties will make every effort after notice is served, to promptly commence negotiations. In the event negotiations continue after December 31, 2025, the terms and conditions of this Agreement shall continue in full force and effect until a new Agreement is executed.

IN WITNESS WHEREOF, acknowledging the adequacy of the considerations set forth herein, the Parties have caused this Agreement to be properly executed and attended.

DEPUTY CHIEF OF POLICE


Joseph Morgan
Dated:

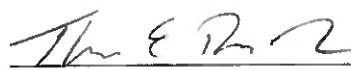
WOOLWICH TOWNSHIP


Vernon Marino, Mayor
Dated:

CAPTAIN


Peter Massing
Dated: 12-22-21

LIEUTENANT


Thomas Daniels
Dated: 12-22-21