

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

R-2022-217

WHEREAS, the positions of Police Chief of the Woolwich Township Police Department is outside of the Policemen's Benevolent Association Local #122 bargaining contract; and

WHEREAS, it is advised that the position be covered through an employment contract which includes certain terms and conditions of employment for the position of Police Chief; 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

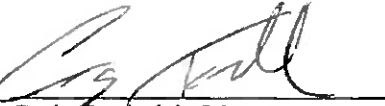
NOW, THEREFORE BE IT RESOLVED that the Mayor and Township Committee of the Township of Woolwich do hereby ratify and approve said Employment Contract between the Township of Woolwich and Joseph Morgan, III;

BE IT FURTHER RESOLVED that the Mayor and Municipal Clerk of the Township of Woolwich be and are hereby 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 April 4, 2022 and concluding on December 31, 2027.

ADOPTED at a meeting of the Township Committee of the Township of Woolwich held on the 19th day of September, 2022.

TOWNSHIP OF WOOLWICH

BY: 

Craig Frederick, 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 19th day of September, 2022.

Jane DiBella, Clerk

**EMPLOYEMENT CONTRACT
BETWEEN**

WOOLWICH TOWNSHIP

AND

**JOSEPH A. MORGAN, III
CHIEF OF POLICE**

ARTICLE I RECOGNITION

THIS AGREEMENT entered into in Woolwich Township, New Jersey, this day of September 2022, 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 A. MORGAN, III** (hereinafter referred to as "Chief" or "the employee") (collectively referred to as "the Parties"), hereby establishes the following terms and conditions of employment for the position of Chief.

ARTICLE II TERM OF AGREEMENT

This Agreement shall run for a term of six (6) years, beginning on April 4, 2022 and ending on December 31, 2027.

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.

While the Chief is normally assigned a 40 hour work week, Monday through Friday, he understands the duties and responsibilities of the position often require a longer work week and/or irregular hours. The actual work hours shall be flexible to allow for the proper management of daily operations of the department. The Chief understands his position is FLSA exempt and he is not entitled, by law or otherwise, to overtime, compensatory time or additional compensation in any form as a result of working more than 40 hours in any workweek.

ARTICLE IV COMPENSATION

The Chief's salary shall consist of the following, with a 2.5% increase per year, with a \$2,800 salary bump in years 2026 and 2027:

Year	Salary
2022	\$142,500.00
2023	\$146,062.50
2024	\$149,714.10
2025	\$153,456.90
2026	\$160,163.30
2027	\$167,037.40

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

ARTICLE V VACATION

The Chief 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 Mayor. If the hours are not used in the subsequent year, they may not be carried over to the next year.

The Chief shall notify the Mayor, Administrator, and ranking officer as soon as possible when he has scheduled a vacation and will not be available to run the day to day operations of the police department.

The Chief shall provide the "officer-in-charge" with contact information in order to advise him of any and all emergencies or situations that as Chief, he shall be consulted during his vacation.

The Chief shall arrange his schedule to ensure his presence and adequate managerial coverage of the Department during his scheduled vacations. The Chief shall inform the Mayor and Administrator who shall serve as the Chief's designee and will be on duty as the "officer-in-charge" for the duration of his absence. The "officer-in-charge" shall report to the Mayor while in command of the police department.

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, child, parent, sibling, or stepchildren residing within the household, the employee shall be granted five (5) consecutive calendar days at the discretion of the Mayor for, 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 step-sibling, parent-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 Mayor 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 Mayor. 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 Chief shall be granted forty (40) hours of personal leave. The scheduling of personal hours is subject to notification in advance to the Mayor.

ARTICLE XIV
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. 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 are mirrored in this Agreement in Articles V-XI. It is the intent of the parties that the Chief shall enjoy at a minimum, all of the benefits and terms and conditions of employment set forth in that Collective Negotiations Agreement. If terms applicable under Articles V-XI of this Agreement are altered through the Collective Negotiations process during the term of this Agreement, the Parties shall negotiate a mutually agreeable provision to be substituted for the duration of this Agreement. The exception would be under Article X, specifically regarding all unused sick leave expiring upon retirement, as this was negotiated and discussed at length during the drafting of this Agreement.

ARTICLE XV
RULES AND REGULATIONS

The Chief is subject to the Rules and Regulations of the Department adopted by Mayor and Committee including, but not limited to, ethics, professional conduct, general conduct, and disciplinary actions.

ARTICLE XVI
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 XVII
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 XVIII
FUTURE LAW

In the event that any future Federal or State legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

**ARTICLE XIX
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 XX
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.

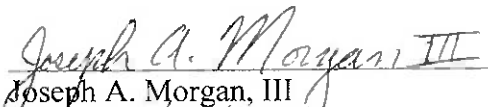
**ARTICLE XXI
DURATION**

This Agreement shall remain in full force and effect until December 31, 2027. On or after October 1, 2027 (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, 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.

CHIEF OF POLICE

WOOLWICH TOWNSHIP


Joseph A. Morgan, III
Dated: 9/20/22


Craig Frederick, Mayor
Dated: 9/20/2022