

CONTRACT

BETWEEN
THE
SUPERINTENDENT OF PUBLIC WORKS
AND THE
TOWNSHIP OF DELANCO
FOR THE PERIOD
JANUARY 1, 2002 - DECEMBER 31, 2003

CONTRACT

THIS AGREEMENT between the TOWNSHIP OF DELANCO, a municipal corporation of the State of New Jersey, having its principal offices located at 515 Burlington Avenue within the Township of Delanco, County of Burlington, and State of New Jersey, hereinafter referred to as "Municipality" and John Fenimore hereinafter referred to as "Superintendent of Public Works" or more generally referred to as "employee".

WHEREAS, there is a need to reduce the understanding reached between the parties to written form; and

WHEREAS, it is appropriate that this contract specify the understanding between the parties.

IT IS MUTUALLY AGREED between the parties to this contract that:

ARTICLE I - MANAGEMENT RIGHTS

Section 1. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

Section 2. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties, or other responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion of the Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States, including applicable Rules and Regulations of the Department of Personnel.

ARTICLE II - SCOPE

The Superintendent of Public Works hereby agrees to assume the full responsibility and authority of the position and reports directly to the Township Administrator and Township Committee. The Superintendent of Public Works along with the supervisory services provided to the Township will also perform tasks which are associated with the workings of the Department of Public Works.

ARTICLE III - COMPENSATION

Section 1. The employee shall receive compensation for the position as shall be specified within the Salary Ordinance of the Township of Delanco which will cover work performed between January 1, 2002 and December 31, 2003. This compensation shall be

between \$38,000 and \$58,000 per year. The exact compensation to be specified within a Resolution adopted by the Township Committee for this purpose will be as follows:

2002 - \$54,963
2003 - \$57,711

Section 2. The employee shall be reimbursed for CDL License renewal.

ARTICLE IV - TERMINATION

The employee's contract with the Township shall be deemed terminated upon action by the Township Committee at the end of its term. In the event that the Township Committee shall fail to enter into a new contract upon the expiration of the term, this contract shall continue to be in full force and effect to the extent that funds are provided.

ARTICLE V - HOURS OF WORK

Section 1. The normal work day for the employee shall consist of eight (8) hours. The normal work week for the employee shall consist of forty (40) hours. Daily hours shall begin at seven o'clock (7:00) A.M. and end at three-thirty (3:30) P.M. The work week for payroll purposes shall begin at 12:01 A.M. on Monday and end at Midnight the following Sunday.

Section 2. If the Superintendent is called concerning an emergency the Superintendent will assess the situation and determine if additional employees are needed. The Superintendent will call the number of additional employees needed in to work. If additional employees are not needed the Superintendent will receive compensation time for his/her time. Compensation time shall be scheduled within the same work week or the following work week.

Section 3. If the employee works more than forty (40) hours in one week the employee shall be paid one and a half (1 1/2) times his hourly rate of pay for the overtime hours worked or compensation time equal to the amount of overtime hours worked. Compensation time shall be scheduled within the same work week or the following work week. An hourly rate of pay is determined by dividing the employee's annual salary by two-thousand and eighty hours.

ARTICLE VI - HOLIDAYS

Section 1. The following days shall be celebrated as paid holidays by the employee:

- | | |
|---------------------------|----------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Columbus Day |
| 3. President's Day | 9. Veterans Day |
| 4. Good Friday | 10. Thanksgiving Day |

- 5. Memorial Day
- 6. Fourth of July

- 11. Day After Thanksgiving
- 12. Christmas Day
- 13. Employee Birthday

Section 2. If any paid holiday falls on a Saturday, the preceding Friday shall be celebrated. If the holiday falls on a Sunday, the following Monday shall be celebrated. If a holiday occurs while an employee is on annual leave, the employee will not be charged for an annual leave day.

Section 3. Personal Days: Each employee shall receive three (3) paid personal days to be used by an employee for the employee's own business.

ARTICLE VII - VACATION LEAVE

Section 1. Amount of Vacation Leave.

From date of hire to 1 year of service	1 Day Per Month in accordance with NJAC 4A:6-1.2(b)
From 1 to 5 years of service	12 days or 96 hrs
From 5 to 10 years of service	15 days or 120 hrs
From 10 to 20 years of service	20 days or 160 hrs
From 20 to 35 years of service	25 days or 200 hrs
After 35 years of service	30 days or 240 hrs

Section 2. Vacation Leave Pay. For each day of vacation leave to which the employee is entitled, the employee shall receive eight (8) hours.

Section 3. Notification. The employee shall be notified in writing on or before February 1st of each year of the amount of vacation leave to which the employee is entitled.

Section 4. Unused Vacation Leave. Any employee who is laid off, or separated (separation other than for retirement) from the service of the Township prior to taking vacation leave shall be compensated in cash at their regular hourly or daily rate of pay for all unused vacation leave time that has accumulated at the time of separation. Payment for unused vacation leave upon retirement will be in accordance with Article XVI - Retirement Benefits, Section 1.

Section 5. Any employee who has not used vacation leave in the calendar year that it is earned may save and use the annual leave the following year. Vacation leave not used in the year it is earned must be used by December 31st of the following year in order to avoid the loss of the vacation leave.

Section 6. Any employee who has met the above qualifications under Article V may sell back a maximum of five (5) days of unused but earned vacation leave in cash, on but no later than 11:59 P.M. December 1st of each given year of the

contract. Notification of sell back as stated above shall be given no later than September 1st of that given year.

Section 7. The Superintendent of Public Works may sell back an additional five (5) days leave in cash, on but no later than 11:59 P.M. December 1st of each given year of the contract if the following requirements are met:

1. All carryover including days earned during the prior year must be used by December 1st of the current year.

2. The five (5) days must be from the current years earned vacation leave.

3. Notification of sell back as stated above shall be given no later than December 1st of that given year.

ARTICLE VIII - BEREAVEMENT LEAVE

Section 1. Funeral Allowance. When death occurs to any employee's spouse, mother, father (including step parents), son, daughter, brother, sister, grandparents, or grandchildren an employee shall be excused and paid for up to a maximum of three (3) workdays; when death occurs to an employee's mother-in-law, father-in-law, son-in-law, or daughter-in-law, an employee will be excused and paid for up to a maximum of one (1) workday; which falls within the period beginning with the date of the death and ending with the day following the funeral. Payment shall be at their regular hourly rate or daily rate of pay for each eight (8) hour day of allowance.

Section 2. A Special request by an Employee must be submitted to the Township Administrator for bereavement leave other than that described in section one of Article VIII. It will be handled on a case by case basis by the Township Administrator.

ARTICLE IX - UNIFORMS

Section 1. Employee uniforms. The Township will purchase employee's uniforms as needed and will provide for their cleaning. Included within the uniform shall be safety shoes and work gloves. The Township will assume 100% of the cost of safety shoes (not to exceed two (2) pairs of safety shoes) and work gloves (not to exceed two (2) pairs of heavy duty work gloves and (1) pair of water resistant rubber gloves) per year. The Township will assume 100% of the cost for rain gear and rubber pullover boots. The Township agrees to budget annually \$100.00 per employee for the purchase of thermal uniforms, and purchases made shall be on vouchers. All the above shall be considered the uniforms for the Public Works Department and shall be worn by the employees during work except that during the summer T-shirts may be utilized in lieu of full uniforms.

ARTICLE X - SAFETY COMMITTEE

Section 1. A Health and Safety Committee shall be formed with 1 employee from each department and Two (2) Township Representatives. The Health & Safety Committee's purpose shall be to make recommendations by a written report to the Township's Safety Board for providing a safe and healthful work place for all Public Works Employees. The Committee shall meet on a quarterly basis.

ARTICLE XI - SICK LEAVE

Section 1. All full time members of the Public Works Department will be granted sick leave as outlined in Department of Personnel Rules and Regulations. Any person covered by the provisions of this contract who becomes sick or injured in the line of duty shall be granted three-quarters pay until the beginning of Workers' Compensation benefits. Such time shall not be credited against his sick leave account. Any monies received under Workers' Compensation, excluding claim settlements, shall be reimbursed to the Township to the extent that they represent funds paid by Workers' Compensation for a period of time as set forth above. Upon Commencement of Workers' Compensation benefits, the Township agrees to pay the employees covered by this contract the difference between Workers' Compensation benefits and three-quarters of their base pay for a period of time not to exceed one year from the date on which the employee becomes sick or injured in the line of duty. In the event that an employee shall receive compensation from the Township as set forth within this paragraph and should subsequent thereto be determined not to be eligible for Workers' Compensation benefits, the funds paid by the Township shall be deducted from funds due to the employee from the Township.

Section 2. Separation upon Retirement. An employee who has not used accumulated sick leave, shall be entitled to a cash settlement equal to 50% (1/2) of the number of sick days he has accumulated, not to exceed \$15,000 (fifteen thousand dollars), payable in equal installments annually up to \$3,000 (three thousand dollars) per year, commencing with the approval of the Municipal Budget following the effective separation or retirement date.

Section 3. Sick leave will be paid only when an employee, or a member of his/her immediate family, notifies the Township Administrator of his/her absence prior to his/her starting time.

Section 4. Employees may use sick leave for absence due to illness, injury or exposure to contagious disease which could be communicated to other employees. Employees must notify the Township Administrator prior to the beginning of their shift in order to maintain work force requirements. If the Township Administrator has reason to believe that an employee is abusing

the sick leave provision, he may place the employee on notice that the employee shall be required to supply a medical doctor's certificate of cause for any future claimed sick leave. The Township shall establish an annual physical program to be paid by the Township which shall require that each employee take and pass a physical examination to determine that they are physically fit to perform the duties to which they are assigned.

Section 5. Medical trips. When the Superintendent is required to leave work for medical treatment due to a job related injury or illness, the Township shall reimburse the Superintendent at the rate of twenty-five (25) cents per mile. The Superintendent shall certify to the Township Administrator, that said trips are of a recurring nature and cannot be scheduled at any other time except during work and that Township vehicle is not available for his/her use.

Section 6. Notification. Each employee shall be notified in writing on or before February 1st of each year of the amount of sick leave to which he is entitled.

Section 7. Death Benefits. When death occurs to an employee all settlements will be presented to his personal representative and shall involve the following:

- A. All earned but not paid holidays specified in this agreement.
- B. All earned but not paid vacation days.
- C. Life insurance proceeds.
- D. Accumulated sick leave as specified under Section 2 above.

Section 8. Annual Incentive. Any full-time employee, employed as of February 1st, of any year of the contract, who does not use any portion of his sick leave during the calendar year shall be entitled to a "Sick Leave Bonus" of \$200.00 to be paid on December 31st, of the year of entitlement.

Section 9. Sick Leave Sell Back. All full-time employees hired prior to January 1, 2001 shall be eligible to sell back one (1) time per year, any amount, up to \$15,000.00 (fifteen thousand dollars) of sick time in each year of the agreement. The calculation rate would be at 50% (fifty percent) of the number of accumulated sick days.

(An example: employee chooses to sell back 200 days, he receives 100 paid days at his current daily rate of pay as long as the total amount is not over \$15,000.00). If an employee elects to receive the sell back of sick time he/she must notify the employer on November 30th of each year. The amount shall be

paid to the employee in the next calendar year after the approval of the Municipal Budget.

ARTICLE XII - MEDICAL INSURANCE, LIFE INSURANCE
AND HEPATITIS B INOCULATIONS

Section 1. Medical and Life Insurance is provided as enumerated below:

A. The Township shall provide health insurance coverage and a prescription plan for the employee and eligible dependents.

B. The Township shall, at anytime, change insurance carriers so long as benefits provided are equal or better but not less than what is currently provided.

C. An accident policy with a \$10,000 benefit provided it can be obtained at regular rates to cover employees during a twenty-four (24) hour period.

D. Life insurance as provided under P.E.R.S.

E. The Township agrees to reimburse an employee for the cost of an eye examination to a total of \$150.00. If the examination costs less than \$150.00, the remainder shall be used to reimburse the employee, upon receipt of the eye examination and receipt for the cost of corrective eyeglasses or contact lenses, if so prescribed during the examination. The maximum reimbursement to an employee will not exceed \$150.00 every two years. If the employee is entitled to reimbursement from the employee's Medical Insurance the amount of that reimbursement will be deducted from the \$150.00 reimbursement.

Section 2. Hepatitis B vaccine inoculations shall be made available to all employees that engage in refuse collection. Inoculations shall be administered by a provider designated by the Township.

ARTICLE XIII- PENSION

The Pension Plan now in effect shall remain in effect. All Employees are enrolled in the Public Employee's Retirement System (P.E.R.S.).

ARTICLE XIV - RIGHTS AND PRIVILEGES

Section 1. The Township of Delanco shall not discriminate against any employee because of race, color, creed, national origin, ancestry, age, marital status, sex, political affiliation, because of liability for service in the armed forces, or because of a handicap that does not interfere with one's ability to do the work required. Our non-discrimination policy applies to promotion, demotion, transfer, layoff,

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discharge, training, wages, working hours, conditions of employment and employment privileges.

Section 2. Age shall be a valid factor for employment only when it is required for a position by law, and where it is lawfully an occupational requirement.

Section 3. A photocopy of the original of this contract will be given to the employee within thirty (30) days after the agreement has been signed.

Section 4. The current payday is Thursday. Paychecks will be distributed prior to the scheduled lunch break on payday. Employees will be given an additional 15 minutes for the lunch break on payday.

Section 5. All Public Works Employees shall be entitled to a paid meal allowance of \$12.00, whenever they have worked a total of 13 continuous hours.

ARTICLE XV - LONGEVITY

Section 1. Longevity. Longevity will be paid to the employee covered by this contract in accordance with this provision. Longevity shall be paid for each employee so entitled in two (2) installments, the first occurring on June 1st, the second occurring on December 31st. An employee entitled to longevity shall have completed by January 1st of the year of incurment the necessary years of service as stated and shall be prorated to reflect those months during the year that the employee did not qualify for longevity or the longevity amount has changed because an employee has qualified for the next increment during the year.

End of years of service

7 years	\$1000
12 years	\$2000
20 years	\$3000

ARTICLE XVI - RETIREMENT BENEFITS

Section 1. The Township agrees to pay the retiring employee unused vacation leave in two (2) installments over a period of one (1) year.

Section 2. The Township agrees to the payment of sick leave in accordance with Article XI - Sick Leave.

Section 3. An employee who will be retiring shall within one (1) year prior to his/her retirement submit advance notification of his/her retirement. If less than one (1) year advance notice is given the employee's installment payments for

vacation leave and sick leave will not become effective until the next Municipal Budget has been approved. Notification shall be submitted in writing to the Township Administrator.

ARTICLE XVII - RETIRED EMPLOYEE
HEALTH INSURANCE REIMBURSEMENT

The Township shall provide a cash payment reimbursement to any full time employee who retires after twenty-five (25) years of continuous service with the Township, to help defray the cost of the premium for obtaining their own health insurance, with the following conditions:

Section 1. The employee will receive this benefit for a maximum of ten (10) years.

Section 2. The maximum amount of the reimbursement will be seven thousand (\$7,000) dollars. The reimbursement will be for health insurance only.

Section 3. The retired employee must submit proof of payment (cancelled check, paid invoice, or a receipt from the insurance company) to the Township Administrator, who will direct the Chief Financial Officer to make payment to the retired employee. Payment to the retired employee will be no later than thirty (30) days after submission of proof of payment by the retired employee.

Section 4. The above benefit shall not apply if the retired employee involved obtains other covered employment. Any employee seeking the benefit shall annually provide the Township with a letter from each employer stating that this employee is or is not eligible for a health benefits plan. A copy of the health benefits plan shall be included with the letter from each employer that provides coverage.

ARTICLE XVIII - JURY DUTY

Section 1. The Township of Delanco shall pay employees scheduled for jury duty their wages provided that they follow this procedure:

A. Employees who are called for Jury duty shall inform the Township Administrator of their schedule for jury duty and present whatever documentation may be required.

B. Employees will turn in all compensation received from jury duty in return for payment of their regular wages.

ARTICLE XIX - LEAVE OF ABSENCE

Leave of Absence/Family Leave. All leave of absence applications and approvals shall be administered in a manner which is consistent with the New Jersey Family Leave Act. Leave of absence requests for reasons other than those defined under

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the Family Leave Act may also be submitted and are subject to approval by the Township Committee.

ARTICLE XX - TUITION REIMBURSEMENT

Section 1. A management employee is eligible to receive a maximum tuition reimbursement of \$600.00 for successful completion of a course(s) with a C or better average. Before payment, an employee shall furnish a transcript of his/her successful completion of the course(s). Reimbursement for a course(s) shall be paid during the month of December and shall only be for a course(s) that an employee has completed by December 31st of that year.

ARTICLE XXI - NO CONFLICTING PROVISIONS

Section 1. In the event that any portion of the forgoing contract shall be held in violation of any Federal or State Regulation, or D.O.P. Rules and Regulations, those provisions shall be deleted from the contract and the balance of the contract shall remain in full force and effect as if said provision were not included within this contract.

ARTICLE XXII - NO VERBAL STATEMENT

Section 1. This working policy agreement constitutes an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

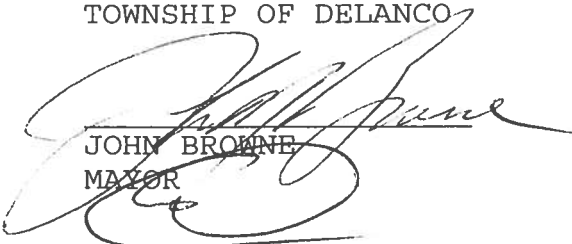
ARTICLE XXIII - DURATION OF CONTRACT

Section 1. This agreement shall be effective as of January 1, 2002 and shall continue in full force and effect until 11:59 P.M. on December 31, 2003.

Section 2. Terms. After execution of this agreement the Township shall proceed to introduce and thereafter adopt as provided by law any ordinance which may be required to implement the terms of this agreement. All appropriate provisions of this agreement shall be retroactive as of January 1, 2002.

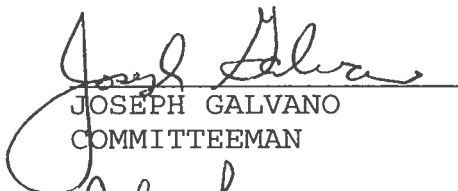
IN WITNESS WHEREOF the Parties to this agreement hereto have
set their hands this _____ day of _____ 2002.

TOWNSHIP OF DELANCO



JOHN BROOME
MAYOR

WILLIAM DILLENBECK
COMMITTEEMAN

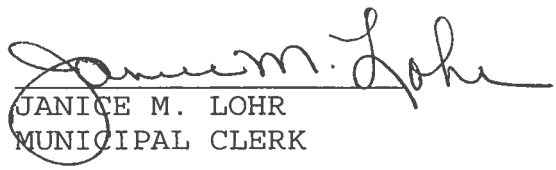


JOSEPH GALVANO
COMMITTEEMAN



JOHN FENIMORE
SUPERINTENDENT

ATTEST:



JANICE M. LOHR
MUNICIPAL CLERK



VICTOR VITTORINO
DEPUTY MAYOR



KATE FITZPATRICK
COMMITTEEWOMAN

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TOWNSHIP OF DELANCO

RESOLUTION 2024-73

**RESOLUTION AUTHORIZING EMPLOYMENT CONTRACT
WITH THE DELANCO MUNICIPAL CLERK**

WHEREAS, an agreement has been reached for the period 1/1/2024 thru 12/31/2025 between the Delanco Township Committee and the Delanco Municipal Clerk.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Delanco that the Township Committee hereby approves the agreement between the Township of Delanco and the Delanco Municipal Clerk, Janice Lohr, for the period 1/1/2024 thru 12/31/2025

CERTIFICATION

I, BEVERLY RUSSELL, RMC, Deputy Municipal Clerk of the Township of Delanco, **CERTIFY** that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Delanco at a regular meeting held on April 15, 2024 at which a quorum was present.

Attest:

[SEAL]


Beverly G. Russell, RMC
Deputy Municipal Clerk



CONTRACT

BETWEEN THE
MUNICIPAL CLERK/ASSISTANT
ADMINISTRATOR AND THE TOWNSHIP
OF DELANCO

APPROVED APRIL 15, 2024

CONTRACT

THIS AGREEMENT between the Township of Delanco, a municipal corporation of the State of New Jersey, having its principal offices located at 770 Coopertown Road within the Township of Delanco, County of Burlington, and State of New Jersey, hereinafter referred to as "Township" and Janice Lohr hereinafter referred to as "Lohr" or more generally referred to as "employee".

IT IS MUTUALLY AGREED between the parties to this contract that:

ARTICLE I - MANAGEMENT RIGHTS

Section 1. The Township hereby retains and reserves unto itself all powers, rights, authority, duties, responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

Section 2. Pursuant to the laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or other responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion of the Agreement, and then only to the extent such terms heretofore in conformance with the Constitution and laws of New Jersey and of the United States, including applicable Rules and Regulations of the Department of Personnel.

Section 3. It is agreed that the terms, conditions and benefits provided by applicable State Law, the Department of Personnel, the Code of the Township of Delanco and the adopted Delanco Personnel Policy shall apply to the "employee". In the event there is a conflict between the terms of this agreement and the Personnel Policy, the terms and conditions of this agreement shall prevail.

ARTICLE II - SCOPE

Section 1. The employee hereby agrees to assume the full responsibility and authority of the position of Municipal Clerk and reports directly to the Township Committee. The employee shall perform the tasks that are associated with the working of the office of Municipal Clerk as provided by law.

Section 2. The employee hereby agrees to assume the full responsibility and authority of the position of Assistant Administrator and reports directly to the Township Administrator for the tasks that are associated with the working of the office of Assistant Administrator.

Section 3. The employee hereby agrees to assume the full responsibility and authority of the additional positions: Registrar of Vital Statistics, Municipal Housing Liaison, Deputy Zoning Officer, and Deputy Treasurer shall perform the tasks that are associated with these positions.

ARTICLE III - COMPENSATION

Section 1. The employee shall receive annual compensation for the positions of Municipal Clerk, Assistant Administrator, Registrar of Vital Statistic and Municipal Housing Liaison, which will cover work performed between January 1, 2024 and December 31, 2025. The exact compensation to be specified within an Ordinance and Resolution adopted by the Township Committee for this purpose will be as follows:

<u>1/1/2024-6/30/2024</u>	<u>7/1/2024-6/30/2025</u>	<u>6/30/2025-12/31/2025</u>
\$ 99,281.00	\$102,260.00	\$105,327.00

ARTICLE IV — TERMINATION

The employee's contract shall expire on 12/31/2025. In the event that the Township Committee shall fail to enter into a new contract upon the expiration of the term, this contract shall continue to be in full force and effect.

ARTICLE V – HOLIDAYS

In addition to the holidays as provided by the Delanco Personnel Policy, "employee" shall be entitled to a Floating Holiday to be celebrated as a paid holiday.

ARTICLE VI - HEALTH INSURANCE

The Township shall provide health insurance coverage, prescription and dental plans as provided by the State Health Benefits Plan or its equivalent or better.

ARTICLE VII – LONGEVITY

Longevity shall be paid as per the adopted Personnel Policy.

ARTICLE VIII - RETIRED EMPLOYEE HEALTH INSURANCE

Section 1. If the employee retires with twenty-five (25) years or more of service with the Township, the Township agrees to pay one hundred percent (100%) of the total premium payment for health care, dental and prescription plans each year for a period of ten (10) years from the date of the employee's retirement.

Section 2. The Township shall pay insurance premiums directly to the NJ State Health Benefits system for selected insurance coverage through the NJ State Health Benefits Program (NJSHBP). In the event the retired employee selects insurance coverage through an insurance carrier other than the NJSHBP, the Township shall reimburse the retired employee quarterly for insurance premiums paid by said retired employee. The retired employee shall submit annually (once per year), proof of amount paid for Medicare Insurance payments for reimbursement by the Township each year for a period of ten (10) years from the date of retirement.

Section 3. This benefit in this Article VIII shall be applicable for the retired employee and spouse.

Section 4. At any time during the term of this agreement, the Township shall not reduce the benefits of the retired employee under this Article VIII.

ARTICLE IX - TUITION REIMBURSEMENT

The Township shall pay up to a maximum of \$1,500.00 per calendar year to the employee for reimbursement of tuition costs associated with college degree related courses. The Township will continue to pay the costs associated with those courses, seminars, etc. required by the State for re-certifications as separate and in addition to the per annum \$1,500.00 tuition reimbursement allotment.

ARTICLE X - NO CONFLICTING PROVISIONS

In the event that any portion of the foregoing contract shall be held in violation of any Federal or State regulation, or D.O.P. Rules and Regulations, those provisions shall be deleted from the contract and the balance of the contract shall remain in full force and effect as if said provisions were not included with this contract.

ARTICLE XI -NO VERBAL STATEMENT

This working agreement, along with the Delanco Personnel Policy, constitute an entire agreement between the parties and no verbal statement shall supersede any of its provisions.

ARTICLE XII - DURATION OF CONTRACT

Section 1. This agreement shall be effective as of January 1, 2024 and shall continue in full force and effect until 11:59 p.m. on December 31, 2025. In the event that the Township Committee shall fail to enter into a new contract upon the expiration of the term, this contract shall continue to be in full force and effect.

Section 2. Terms. After execution of this agreement, the Township shall proceed to introduce and thereafter adopt as provided by law any ordinance that may be required to implement the terms of this agreement. All appropriate provisions of this agreement shall be retroactive as of January 1, 2024.

In Witness Whereof the Parties to this contract amendment have set their hands

this 15th day of April, 2024.

TOWNSHIP OF DELANCO



Matthew Bartlett, Mayor



Janice M. Lohr



Carolyn Sless, Deputy Mayor

Attest:



Unsigned Copy

CONTRACT
between the
DELANCO TOWNSHIP CHIEF
and the
TOWNSHIP OF DELANCO
for the period
January 3, 2022 – December 31, 2024

This Agreement, dated on the _____ day of _____, 2022 is made and entered into by and between the Township Committee of the Township of Delanco, a body corporate and politic, hereafter referred to as the "Township" and Adam M. Tilger, the Delanco Township Chief of Police, hereafter referred to as the "Chief"; In consideration of the mutual promises contained herein, it is hereby agreed as follows

1. Basic Terms of Agreement: Except as otherwise stated in this agreement, the terms and conditions of employment for the Police Chief shall be as stated in the collective bargaining agreement between the Township and the Delanco Township Police Association, in each of the contract years covered by this agreement.

2. Personnel Manual: The Chief shall also be governed by the adopted Township Personnel Manual except where it conflicts with the terms of this agreement.

3. Hours of Work:

3.1 The Chief is required to work or be on approved leave for a minimum of forty (40) hours each calendar week. The Chief is empowered to set his own work schedule, unless otherwise directed by the Township Administrator. The Chief is to submit to the Township Administrator a weekly record of the hours worked by time of day and day of the week, on a form acceptable to the Township Administrator.

3.2 The Chief shall attend all regular Township Committee Meetings and be available to meet with the Township Committee or a member of the Township Committee upon request. If the Chief is unable to attend said meeting the Chief must give notification of the reason for his/her absence. No additional compensation shall be paid for attendance at such meetings.

3.3 Per the Federal Fair Labor Standards Act (FSLA) as a management employee the Chief is not entitled to be paid for overtime.

3.4 If the Chief works or is on approved leave for any time in excess of forty (40) hours per calendar week, the Chief will not be entitled to any compensatory time off. However, upon application by the Chief, the Township Administrator, at his or her sole discretion, may approve time off as Administrative Leave, taking into account excess time worked and the needs of the Township.

4. Use of Unmarked Vehicle:

4.1 The Township agrees to provide an unmarked police vehicle, when available, to the Chief, that is to be used for Township business purposes.

4.2 With the understanding that the Chief is on-call at all times, the vehicle may also be used for transportation between work and home. It is understood that the vehicle should not be used for the Chief's personal needs except on a limited basis, as part of his trip to and from work, and/or during limited times when his personal family vehicle is temporarily not available.

4.3 At no time shall the Township vehicle be driven by anyone not employed by the Township nor is it permitted to be used by the Chief for out of area personal trips or for transportation to or from other employment, even employment approved by the Township Committee.

5. Use of Cell Phone: The Chief will use his personal cell phone for Township purposes and will receive an annual stipend equal to what is provided to other members of the Police Department.

6. Educational Programs/Conferences/ Dues: The Township shall pay the required dues for the Chief to be a member of the State and County Chief's Associations and for the costs for the Chief to attend meetings, conferences and conventions of those organizations. Membership in the International Association of Chiefs of Police and attendance at that organization's annual convention, and any other appropriate educational program relevant to the Chief's duties, may be permitted if requested and approved by the Administrator, subject to funds availability.

7. Salary:

7.1 The Chief's annual salary rate during the term of this contract shall be as follows:

As of the January 2, 2022	- \$140,960
As of the first payroll in July 2022	- \$145,140
As of the first payroll in January 2023	- \$148,910
As of the first payroll in July 2023	- \$151,860
As of the first payroll in January 2024	- \$155,700
As of the first payroll in July 2024	- \$158,790

7.2 It is understood that the above total salary rate is inclusive of the value of any longevity, college credits, EMT certification or holiday pay. None of these items shall be calculated and separately added to this salary.

7.3 The annual salary rate agreed to shall be reflected in the annual salary ordinance and any salary resolution adopted by the Township Committee.

7.5 The total annual salary rate as set forth in this Agreement shall be used in pension reports and for deductions to the extent permitted by law and the regulations of the applicable pension system.

7.6 The Chief shall be paid a fixed amount per week based on the total annual rate as provided for in the agreement, divided by 52 weeks, regardless of the time worked or shown on the time sheet, unless otherwise determined by the Township Administrator due to failure to work or be on approved leave for at least forty (40) hours.

8. Clothing Allowance and Uniform Standards:

8.1 The Township agrees to budget Five Hundred Fifty Dollars (\$550) annually to be used by the Chief for the purchase of uniforms for his use. For 2022 this amount is in addition to extra costs for the first year as Chief for uniforms and equipment related to the position of Chief. Any amount not charged

against this budget amount shall be paid to the Chief as a lump sum payment by the end of each contract year.

8.2 The Chief will wear his official uniform for all public events and whenever else he determines appropriate. The Chief has the option to wear clothing as authorized for Administrative Police personnel including business casual attire at other times, unless otherwise directed by the Township Administrator. The Chief shall not be required to wear his uniform to attend Township Committee meetings but if he doesn't wear a uniform, he will wear clothing as authorized for Administrative Police personnel including business casual attire.

9. Holidays: Because the value of working on holidays is already calculated in the total annual salary rate, the Chief is not automatically entitled to paid time off for holidays. However, it is agreed that the Chief may take certain days off as Administrative Leave, unless determined otherwise by the Township Administrator, at his or her sole discretion, based on time worked and the needs of the Township. These days, as named as holidays in the personnel policy, are based on the days the Municipal Building is closed and the Administration offices are closed to the public, as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve
Juneteenth	Christmas Day

10. Vacation Leave:

10.1 The Chief shall be entitled to 28 paid vacation leave days per calendar year starting with the year 2022.

10.2 Specific dates for vacation must be approved in advance by the Township Administrator.

11. Sick Leave:

11.1 The Chief shall be granted sick leave as outlined in the Civil Service Rules and Regulations.

11.2 Unless otherwise permitted by the Township Administrator, sick leave will be paid only when the Chief (or a member of his immediate family) notifies the Police Secretary of his/her absence prior to his/her scheduled starting time. The Chief will direct the Police Secretary to notify the Township Administrator that the Chief is out on sick leave.

11.3 The Chief may use sick leave for absence due to illness, injury or exposure to contagious disease which could be communicated to other employees. If the Township Committee or the Township Administrator has reason to believe that the Chief is abusing the sick leave provision, the Township Administrator may place the Chief on notice that he/she shall be required to supply a medical doctor's certificate of cause for any future claimed sick leave.

11.4 Sick leave shall be deducted from the Chief's accrued sick leave at the rate of eight hours for each work day.

11.5 The Chief shall be entitled to sell back up to five (5) sick days at the end of the calendar year. This provision shall not affect section 11.6.

11.6 Upon separation the Chief shall be entitled to receive a lump sum payment as supplemental compensation for the earned and unused accumulated sick leave which is credited on the effective date of separation as long as the total amount does not exceed \$ 15,000.00. The supplemental compensation payment shall be computed at the rate of one-half of the hourly rate of pay for each hour of earned and unused accumulated sick leave based upon the hourly rate at the time of separation. The amount may be paid to the Chief in the next calendar year after the adoption of the Municipal Budget. This is to enable the Township to pay the amount provided for under this section out of funds available in the next ensuing budget.

11.6.1 Separation shall include retirement which shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or by the Division of Pensions based upon eligibility to apply for and receive a pension in accordance with the rules and regulations of the New Jersey Police and Fireman's Retirement System.

12. Health Benefits after Retirement: If the Chief retires with twenty-five (25) years or more in the NJ Police & Fire Retirement System (PFRS), the Township agrees to pay the Township's percentage of the total premium payment for applicable Healthcare, dental and prescription coverage for a period of five years from the date of the Chief's retirement. After this initial period of five years, the Township agrees to pay one-half of the Township's percentage of the total premium payment for the same Healthcare, dental and prescription coverage up to the time Medicare - Medicaid becomes effective. The above benefits shall not apply if the Chief obtains coverage through other sources or through covered employment. If the Chief seeks the benefit of this section, he shall annually provide the Township with a letter from each employer stating that this Chief is or is not eligible for a health benefits plan. A copy of the health benefits plan shall be included with the letter from each such employer. The aforesaid benefits and payments shall be subject to all conditions set forth within existing policies and payments shall be subject to all conditions set forth within the existing policies at the time of retirement.

13. Annual Physical Examination: The Township may establish an annual physical examination program, to be paid for by the Township. If there is such a program, the Township may require the Chief to take and pass a physical examination to determine that he is physically fit to perform the duties of his office.

14. Duties and responsibilities: The Chief will provide a list of his duties and responsibilities for approval by the Township Committee. Once approved, it will be made a part of this agreement and attached as an addendum.

15. Part-Time Employment:

15.1 Whenever there is a request for any outside employment for security or police related purposes where the employment is arranged through the Township per applicable Township Ordinance, the Chief will be eligible to participate, subject to the review and approval of the Township Administrator, only if no other Township Police Officer is available for the work.