

AGREEMENT BETWEEN
THE TOWNSHIP OF PENNSVILLE,
A MUNICIPAL CORPORATION EXISTING
UNDER AND BY VIRTUE OF THE LAWS
OF NEW JERSEY,
LOCATED WITHIN SALEM COUNTY
(hereinafter referred to as Township)

AND

PENNSVILLE POLICE OFFICERS ASSOCIATION,
An Affiliate of Old Oak Lodge No. 6, F.O.P.
(hereinafter referred to as FOP)

January 1, 2025, through December 31, 2028

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ARTICLE I

RECOGNITION

A. The Township of Pennsville (hereinafter referred to as Township) hereby recognizes the Fraternal Order of Police New Jersey Labor Council, Inc., as the exclusive collective negotiating agent of the Pennsville Police Officers Association, An Affiliate of Old Oak Lodge No. 6, F.O.P., for all full-time police officers and sergeants, but excluding all other superior police officers, all professional, craft and clerical employees and all other Township employees and supervisors within the meaning of the New Jersey employer Employee Relations Act.

B. The title of police officer shall be defined to include the plural as well as the singular and to include male as well as female.

ARTICLE II

MANAGEMENT RIGHTS

A. The Township of Pennsville hereby retains and reserves unto 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, including, without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities, the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
3. To suspend, demote, discharge or take any other disciplinary action for good and just cause according to law.

B. In the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this 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.

ARTICLE III

GRIEVANCE PROCEDURES

A. Purposes.

1. The purpose of this procedure is to secure the lowest possible level of equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief and having the grievance adjusted without intervention of the Association.

B. Definition

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

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

C. Steps of the Grievance Procedure

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

Step One:

- (a) An aggrieved employee shall institute actions under the provisions hereof within fifteen (15) days of the

occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and the Chief for the purpose of resolving the matter informally.

- (b) The Chief shall render a decision within fifteen (15) days after receipt of the grievance.

Step Two:

- (a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and filed with the Township Administrator within fifteen (15) days following the determination by the immediate superior.
- (b) The Township Administrator or designee shall render a decision in writing fifteen (15) days from the receipt of the grievance.

Step Three:

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

Step Four: Arbitration

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

alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his written decision, the arbitrator shall indicate his findings of fact and reasons for making the award. The decision of the arbitrator shall be final and binding upon the parties subject to applicable court proceedings.

- (c) The cost for the services of the arbitrator shall be borne equally by the Township and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring the same.

D. Removal, Demotion or Suspension of Officer

Removal, demotion or suspension of any officer will comply with N.J.S.A 40A:14-147, applicable Attorney General Guidelines, and Pennsville Township Police Department Rules and Regulations.

ARTICLE IV

SALARIES

- A. Police officers covered by this Agreement shall be compensated according to the following salary schedules:

**SALARY GUIDE FOR POLICE OFFICERS
HIRED AFTER JANUARY 1, 2000
GUIDE 3**

<u>Years of Service</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
(7-8) 3% annual	\$116,262.18	\$119,750.04	\$123,342.82	\$127,042.82

SGTS. ADD \$5,000.00

**SALARY GUIDE FOR POLICE OFFICERS
EMPLOYED AFTER MAY 18, 2006
GUIDE 4**

YEARS <u>SERVICE</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
9-10 3% annual	\$ \$116,262.18	\$ \$119,750.04	\$ \$123,342.54	\$ \$127,042.82

SGTS Add \$5,000.00

**SALARY GUIDE FOR POLICE OFFICERS
HIRED AFTER JANUARY 1, 2011
GUIDE 5**

	2024	2025	2026	2027	2028
1	\$ 58,113.32	\$ 59,275.59	\$ 60,461.10	\$ 61,670.32	\$ 62,903.73
2	\$ 61,566.28	\$ 62,797.61	\$ 64,053.56	\$ 65,334.63	\$ 66,641.32
3	\$ 65,019.24	\$ 66,319.62	\$ 67,646.02	\$ 68,998.94	\$ 70,378.92
4	\$ 68,266.54	\$ 69,631.87	\$ 71,024.51	\$ 72,445.00	\$ 73,893.90
5	\$ 71,925.16	\$ 73,363.66	\$ 74,830.94	\$ 76,327.56	\$ 77,854.11
6	\$ 75,378.12	\$ 76,885.68	\$ 78,423.40	\$ 79,991.86	\$ 81,591.70
7	\$ 78,831.08	\$ 80,407.70	\$ 82,015.86	\$ 83,656.17	\$ 85,329.30
8	\$ 82,239.78	\$ 83,884.58	\$ 85,562.27	\$ 87,273.51	\$ 89,018.98
9	\$ 85,747.82	\$ 87,462.78	\$ 89,212.03	\$ 90,996.27	\$ 92,816.20
10	\$ 89,201.86	\$ 90,985.90	\$ 92,805.62	\$ 94,661.73	\$ 105,000.00
11	\$ 92,665.90	\$ 100,000.00	\$ 102,000.00	\$ 105,000.00	\$ 121,128.03
12	\$ 96,109.94	\$ 110,849.31	\$ 114,174.79	\$ 117,600.03	
13	\$ 107,620.69				

POLICE RECRUIT \$50,000 \$51,500 \$53,000 \$54,000

2% Steps 1-11 (excluding Step 11 in 2027)

3% at top Step which in 2025, 2026 and 2027 is Step 12 and in 2028 is Step 11

Sergeants add \$5000 *above highest paid patrolman.

B. All officers shall be advanced or placed in their proper step as of January 1 of each year. To be eligible for advancement on January 1 the officer must have completed six (6) months of employment as an appointed police officer prior to January 1.

C. Any police officer hired on or before September 14, 2004 with an associate's degree or sixty (60) college credits shall receive an additional four hundred (\$400) dollars each year included in his base salary. Any police officer hired on or before September 14, 2004 with a bachelor's degree shall receive an additional eight hundred (\$800) dollars each year included in his base salary.

D. Officers shall be eligible for longevity stipend added to the base salary as follows:

- (1) Officers hired after 1/1/12: After 20 years of service add an additional \$600.00. After 24 years of service add an additional \$600.00.
- (2) Officers hired prior to 1/1/12: After ten years of service add \$1,200.00. After 15 years of service add \$1,500.00. After 20 years of service add \$1,500.00. After 24 years of service add \$1,500.00. This paragraph shall be effective January 1, 2011.

D. Employees will receive any longevity stipend at the beginning of the quarter in which their anniversary date falls.

ARTICLE V

NO-STRIKE PLEDGE

- A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, condone or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence or any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout or other job action interfering with normal operations against the Township.
- B. In the event of a strike, work stoppage, slowdown or other job action interfering with the normal operation of the department, it is covenanted and agreed that participation in any such activity by any employee covered by this Agreement may be deemed grounds for discipline of such employee, subject, however, to the grievance procedure and/or the provision of Title 40.
- C. The Association will actively discourage any of its members or persons acting in any strike, slowdown, walkout or job action interfering with the normal operations and will take whatever affirmative steps are necessary to prevent and terminate such illegal action.
- D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of this Article by the Association or any person acting on its behalf.

ARTICLE VI

HOURS AND OVERTIME

A. The following provisions shall apply to EIGHT (8) HOUR SHIFT EMPLOYEES (A shift shall be defined as any full 8-hour time period the employee is scheduled to work.)

1. If an employee's normal work period/hours: 8 hours per day and 40 hours per week.

2. Overtime is defined as work in excess of eight (8) hours per day and/or forty (40) hours per week. All overtime shall require prior approval by the Chief or his designee.

3. Overtime Rate: day work rate shall be the officer's annual, non-overtime salary: (base+longevity+education) divided by 2080 hours.

B. The following provisions shall apply to TEN (10) HOUR SHIFT EMPLOYEES (A shift shall be defined as any full 10-hour time period the employee is scheduled to work.)

1. If an employee's normal work period/hours: 10 hours per day and 40 hours per week.

2. Overtime is defined as work in excess of ten (10) hours per day and/or forty (40) hours per week. All overtime shall require prior approval by the Chief or his designee.

3. Overtime Rate: day work rate shall be the officer's annual, non-overtime salary: (base+longevity+education) divided by 2080 hours.

C. The following provisions shall apply to TWELVE (12) HOUR SHIFT EMPLOYEES (A shift shall be defined as any full 12-hour time period the employee is scheduled to work.)

1. Normal work week period/hours: A 28-day work week cycle, 13 cycles per year, with 14 days worked per cycle. This work period will result in employees working 168 hours per month and 2,184 hours per year. The parties specifically note that this work period is adopted in accordance with and subject to the provisions of 29 USC § 207, and applicable to federal regulations.

2. Overtime: Overtime shall be paid to 12-hour shift employees when an officer is required to work beyond his normal work period. Work period for overtime purposes is defined as the posted schedule showing days, hours per day and days per week. All overtime shall require prior approval by the Chief or his designee.

3. Overtime Rate: Overtime rate for shift workers shall be calculated as follows: officers annual, non-overtime salary (base+longevity+education) divided by 2080 hours (which is based upon consideration of the awarding of Administrative Time pursuant to Section C, subsection 2.).

D. COMP/ADMINISTRATIVE - DAY AND SHIFT EMPLOYEES

1. Comp time may be taken in lieu of overtime pay. The maximum number of comp time hours an officer may accrue in his bank are 480. When the maximum of 480 hours is reached, overtime must be paid per the terms of this agreement.

2. Administrative Time. The current work scheduled for those FOP members assigned to work the patrol function of the police department requires an additional eight (8) hours per twenty-eight (28) day work cycle, without additional pay. In compensation for said hours worked, the Township grants members an additional eight hours of compensatory time for each of the thirteen (13) work cycles in a calendar year. The one hundred four (104) hours earned annually would be identified as "Administrative Time" for purposes of this agreement and would be provided to the member for use on January 1 of the calendar year to be earned. The member would be obligated to use the time during the calendar year earned. In the event that a member leaves the service of the Township, or is assigned to a schedule other than the current patrol schedule, the allotment of Administrative Time shall be reduced pro rata. The use of Administrative Time by a member shall be bound by the requirement that it does not cause an overtime situation, at the time that the request is approved by the Township.

E. SCHEDULED OVERTIME (Scheduled overtime shall be considered all overtime with more than two (2) hours' notice. Any/all overtime scheduled with less than two (2) hours' notice shall be considered call-in, paid pursuant to this section.)

1. In the event of scheduled overtime, an employee shall be compensated at time and one-half (1-1/2) his straight time rate without other call-in premium.

2. Scheduled overtime shall be considered all overtime with more than two (2) hours' notice. All overtime which is scheduled with less than two (2) hours' notice shall be considered call-in pay pursuant to this section.

F. CALL-IN ALLOWANCE

1. In the event an officer not employed as a detective is called in to duty other than his/her normal assignment or for court appearances, he or she shall be compensated at time and one half (1-1/2) for hours worked with no minimum, and he or she shall be paid an additional flat rate of \$200.00.

2. In the event an officer employed as a detective is called in to duty other than his/her normal assignment or for court appearances, he or she shall be compensated at time and one half (1-1/2) for hours worked with no minimum.

G. CHANGE IN SHIFT ASSIGNMENT

In the event an employee covered by this agreement has a change in shift assignment with less than sixty (60) hours' notification, said employee shall be compensated at a flat rate of one hundred fifty (\$150) dollars.

H. THIRD PARTY ASSIGNMENTS

1. Third party assignments are assignments outside the normal course of police business, including but not limited to, road construction details. Although employees shall be considered Township employees when such third party services are rendered, the pay set forth below is not salary for purposes of pension calculations, but rather payment by the third party for services rendered outside the normal course of police business. Outside employment rate shall be \$100.00/hour. This rate shall apply to only those assignments in which the Township is reimbursed by a third party for the officers' pay.

2. Extra duty assignments involving the following event shall be paid at the officers overtime rate. This list is not all inclusive

- a. School details and sporting events
- b. Parade details

- c. Duty assignments associated with Pennsville Township and funded by Pennsville Township.
- d. Recreation Department activities and sporting events
- e. Recreational activities on Township maintained property
- f. Any detail outside the normal work schedule

3. In the event that the bargaining unit work becomes available, the bargaining unit/PPOA will be contacted first and given the opportunity to provide manpower sufficient to complete the work in question. This work will be scheduled using a rotating list of PPOA members. In the event a sufficient number of bargaining unit/PPOA members are not available to perform the work in question, or do not choose to do so, then the additional manpower for that work shall be drawn from any other source the Township wishes to utilize including staff officers.

I. OFFICER IN CHARGE STIPEND

- 1. When a Sergeant is off, the officer in charge shall receive a **\$50.00** stipend as long as the officer in charge is the acting supervisor for at least one half of the shift. If the officer in charge is entitled to overtime due to the Sergeant's absence, he/she shall not be entitled to the officer in charge stipend.

J. ON CALL STIPEND

- 1. In the event any FOP member employed as a detective is scheduled for "ON CALL" status by the Chief of Police, or his designee, the member shall be compensated at the rate of **\$40.00** a day. However, a Detective who is not scheduled for "ON CALL" and who is called back to duty shall receive the \$200.00 per event Call Back Stipend.

ARTICLE VII

PERSONAL DAYS

- A. There shall be four (4) personal days granted for each employee during a calendar year, but such days must be exercised during the current calendar period ending December 31. Employees utilizing such personal days must make notification for same in writing to the Chief of Police or his designee not less than three (3) days in advance. In an emergency, a request may be made twenty-four (24) hours in advance or at the Chief's discretion. Personal days shall be for (8) eight or (10)ten (depending on assignment) hours for day workers and (12) twelve hours for shift workers.
- B. Personal days shall be accumulated on a yearly basis in the following hours to be used before the end of each year.
 - a. Eight(8) hour employees = thirty-two(32) hours per year.
 - b. Ten(10) hour employees = forty(40) hours per year.
 - c. Twelve(12) hour employees = forty-eight (48)hours per year.
- C. Personal days must be taken in either eight (8), ten (10), or twelve (12) hour increments (as earned based on assignment), meaning they must be utilized as a full day. Personal days may not be taken in hourly increments, nor half days.
- D. No more than one (1) officer per shift may be off on personal leave at the same time.
- E. Personal days shall not be denied when notification is made seventy-two (72) hours in advance.
- F. Personal days must be approved or denied within twenty-four (24)hours of notification.

ARTICLE VIII

VACATIONS

A. Employees shall be granted vacations with compensation based upon their time of service as follows:

1. All vacation allotments shall be converted to hours.
2. All officers with an anniversary date falling between January 1 and June 30 will receive their allotments as of January 1 of that year.
3. Officers with an anniversary date falling between July 1 and December 31 will receive their vacation allotments as of July 1.
4. Vacations accruing in the second half of the year may be scheduled during normal sign-up time as determined by management.
5. The actual vacation shall be taken as outlined above. New officers will receive their vacation upon completion of one (1) years service (anniversary date).
6. EXCEPTION: The Chief or his designee may make an exception to the above rule if, in their opinion, the granting of additional vacation time would not adversely affect manpower requirements or cause overtime.

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

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

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

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

D. For officers hired on or after January 1, 2000- 48 hours.(For January 2025 to December 2028 the contract was changed from weeks to hours.)

E. Employees hired on and/or prior to May 21, 2010 may bank 240 hours, into the subsequent annual vacation period, but must be used within such subsequent period without further extension with the understanding that not more than forty-five (45) days, 360 hours, may be taken consecutively.

F. Employees hired after May 21, 2010 may only bank the prior years earned vacation and the current year's vacation. (N.J.S.A. 40A:9-10.3.) For an employee hired after May 21, 2010 who has a current vacation bank in excess of the current year's vacation plus a year of banked vacation, they will be scheduled to use that excess vacation time on or before December 31, 2025 to come into compliance with N.J.S.A. 40A:9-10.3 subject to the discretion of the Chief or his designee. (Example: If you earned 96 hours, carried that amount into the new year, plus the current year of 96 hours would = 192 hours. The most someone with less than six (6) years could bank would be 96 hours. 192 would be the same.)

G. Vacation pay shall be based on the normally scheduled work week.

H. Single or one-half (1/2) day vacation days requested by an employee will be granted only on approval of the Chief or his designee.

I. Once vacation is approved it cannot be changed by management unless an emergency is declared by the Mayor or his designee. An emergency is defined as a temporary and unanticipated situation.

J. Request for vacations must be approved or denied within twenty-four (24) hours after receipt by the chief or his designee.

ARTICLE IX

HEALTH AND WELFARE

A. The Township will provide medical, hospitalization and major medical insurance coverage as follows:

1. All active officers, including any officer retiring during the term of this agreement shall be subject to the following deductible amounts for medical health care:
2. Deductibles (co-pay) \$100.00 per person--\$300.00 per family.
3. After the deductibles above are met, plan pays 80-% of covered major medical expenses UNTIL:
4. The total out of pocket expenses reach: \$300.00 per person or \$600.00 per family, plan then pays 100% of medically necessary expenses subject to the limitations of the health benefits plan adopted by the township, April 1, 1993. The above items, 1 through 3, co-pay and deductibles, shall be applied subject to the provisions of Article V of the health benefits plan currently in force.
5. Employees who select to enroll in the Pennsville Township Health benefits plan shall pay the following amounts towards their healthcare and dental plan.

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

- a. Single = 3% of employees' yearly base salary
- b. Husband/Wife or Parent/Child = 4.5% of employees' yearly base salary.
- c. Family = 5.5% of employees' yearly base salary.

6. Members who retire under the provision of this contract will have deducted 2.5% of retiree monthly allowance, as defined under New Jersey Healthcare Act N.J.S.18A:66-56

- i. Remission of premium payment by retiree. The township shall notify the retiree, covered by the

terms of this agreement, 30 days prior to the date for which the monthly payment for remission of healthcare premiums is due. Notification shall be by way of regular mail to the retiree's last known address, and shall contain the amount due for continued coverage under the township healthcare plan. The amount shall be two and one half percent (2.5%) of the retiree's monthly allowance of his or her pension. If the payment has not been remitted to the township by the due date, the township shall send by regular mail, a second notification to the last known address. If after thirty days past the date that the premium payment was due, and the township has not received the payment, the township will notify the bargaining unit that the township is sending a final notice to the retiree. The bargaining unit will make an effort to contact the retiree for the purpose of notifying the retiree that his or her payment is in arrears. If after 60 days of the due date, payment has not been received, the township may cancel the healthcare benefits of the retiree. Nothing in this section shall bar the retiree from making payments in advance of the due date.

- ii. Opt in. The township shall upon written request by an employee or retiree choose to opt into the township provided healthcare plan during its open enrollment period. A retiree who has had their township provided health care coverage canceled due to non-payment of premium payments may be permitted to opt back into the plan, so long as all arrearages are paid in full, and payment is made in full for the next twelve months.

B. The Township will also provide, at cost to employees, prospective retirees and their eligible dependents, a dental service plan, U.C.R. comprehensive type, with the same benefit levels as New Jersey Dental Service Plan, Inc., for employees and family dependents.

C. The Township will also provide, at no cost to employees and retirees, term life insurance for employees and retirees covered under this Agreement in the face amount of thirty thousand (\$30,000).

D. The Township will also provide, at no cost to employees, a \$3.00 co-pay generic and a \$10.00 brand name prescription plan for employees and their eligible dependents, and prospective retired employees and their eligible dependents. Effective January 1, 2013, the cost to Township employees of generic and mail order will be zero dollars, brand name with no generic \$25.00, and brand name with generic available \$45.00.

E. The Township will also provide to employees and eligible dependents, at no cost to employees other than the co-pay and deductibles listed in "A" above, term life, medical, hospitalization, major medical, dental, vision care, and co-pay prescription insurance coverage in effect at the time of retirement for employees who retire after twenty-five (25) years of service in the pension system/with a New Jersey Law Enforcement Entity, at least twenty (20) years of which served with the Pennsville Township

1. All benefit levels in effect at the time of retirement shall continue at those same levels for the individual retiring regardless of any subsequent changes in benefit levels which may be agreed to by the parties in the future.
2. Should a retired officer become eligible for Medicare coverage he shall sign up for same and notify the Township at which time the Township's medical benefits would then become secondary.

F. In the event an employee covered by this Agreement becomes disabled in the line of duty, or has twelve (12) years of service and becomes disabled and is unable to perform his duties, the Township will provide to the employee and eligible dependents, at no cost to employees other than the co-pay listed in "A" above, the term life, medical, hospitalization, major medical, dental, vision care, and co-pay prescription insurance coverage in effect at the time of disablement.

G. If an employee who has at least twelve (12) years of service dies, the Township will provide the medical, hospitalization, major medical, co-pay prescription and dental coverage in effect at the time of death to the surviving spouse and eligible

dependents at no cost other than the co-pays listed in "A" above.

1. The benefits provided herein shall cease, if the spouse remarries or fails to re-establish the claim each year with the Township financial Officer.
2. Dependents under this coverage shall have the same qualifications as in the terms of other coverage provisions.
3. Annually a surviving spouse or eligible dependant or eligible dependant shall notify the Township in writing by January 31st of each year of their continued eligibility. If notice is not received the surviving spouse or eligible dependant shall be notified of their removal from the health insurance plan effective March 1st of that year.

H. The Township will pay up to the amount of seven hundred fifty (\$750) dollars which can be used for prescription vision care, physical examination, or a gym membership in any combination for the employees and their eligible dependents covered under this agreement. The employees will schedule the appointments at their convenience but not during work hours. Gym membership costs must be submitted for payment by December 1. Request for payment must be accompanied with a receipt. Effective January 1, 2012, this stipend shall be in the amount of \$750.00 for single and \$1,000.00 for family (two or more dependents).

I. Proof of expenditure for either of the examinations or the membership set out in Paragraph H must be presented upon voucher to secure payment of cost. Not more than fifty (50%) percent of the employees will submit for reimbursement during any six (6) month period. Reimbursement will be made on the first come basis. The report of such examination (s) shall become a part of the employee's personnel history.

J. The Township may, at its option, change any of the foregoing plans or carriers, so long as substantially equal benefits are provided.

K. The family dependents provided for above are limited to those who qualify under the insurance plan as dependents.

L. If the health care reform proposals pending or otherwise modified are enacted by the Federal government affecting the rights of either party hereto, either party reserves the right

to re-open negotiations on health care; however, any conclusions of change shall require the Agreement of both parties to be effective.

M. The parties agree to explore new medical plans. If a new plan is implemented, the parties, by agreement, may utilize the savings achieved by reducing or eliminating co-pays (payroll deductions).

N. Section deleted per Local Finance Notice #2016-10 and N.J.S.A. 52:14-17.31a and 40A:10-17.1. Refer to Pennsville Township Personnel Manual for waiver of benefit payments.

O. All officers hired after January 1, 2021 will receive health insurance under an AmeriHealth Administrators, Inc.- PPO Plan.

ARTICLE X

CLOTHING MAINTENANCE

- A. The Township will replace worn uniforms and equipment at the recommendation of the Police Chief.

ARTICLE XI

SICK LEAVE

- A. Employees covered under this Agreement shall be granted a leave of absence and be eligible to receive full compensation during absence from duty due to illness for up to fifteen (15) days during such period or periods of illness in any calendar year commencing January 1. Unused sick leave will accumulate with no limit for use in later years.
- B. An employee who shall have been absent on sick leave for three (3) or more consecutive working days, or three (3) days during one seven (7) day shift, shall submit to the Chief acceptable medical evidence substantiating the illness.
- C. An employee who has been absent on sick leave for a period totaling fifteen (15) days in one (1) year may be ordered to undergo a physical examination by the department assigned physician which will be paid for by the township.
- D. The Township may require proof of illness of an employee on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary or dismissal action. The Township reserves the right to have such medical determination made by a physician designated by the Township Committee.
- E. Employees will be given fifteen (15) days credit for each full year of service that they have been employed with the Pennsville Police Department as a police officer. Employees will subtract any sick time that has already been taken during their time of employment with the Pennsville Police Department. The resulting amount will be the employee's bank prior to January 1, 1997
- F. Any employee suffering an "On the Job" injury shall be off duty with pay and with no loss of sick days from his bank.
- G. Any amount of salary or wages paid or payable to the employee pursuant to this Article shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

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

A. Definitions

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

Alzheimer's disease, chronic back conditions, cancer, diabetes, heart attack or stroke, mental illness including nervous disorders and severe depression, multiple sclerosis, spinal cord injuries, pregnancy or its

complications, including severe morning sickness and prenatal care, treatment for substance abuse, very serious surgery and recovery, emphysema, severe arthritis, pneumonia, and severe injuries off the job.

B. Earning and Accrual of Time

1. An eligible full-time employee hired prior to January 1, 2025, shall be entitled to 12 weeks of paid medical leave under this Article.
2. An eligible full-time employee hired on or after January 1, 2025, shall be entitled to 6 weeks of paid medical leave under this Article.
3. Unused medical leave of absence may not be accrued or rolled over into the following calendar year.
4. Unused medical leave of absence has no monetary value and no payment shall be made for unused medical leave time upon termination, death, resignation or retirement.

C. Documentation of Medical Leave of Absence

1. When the need for medical leave is foreseeable, at least thirty (30) days' advance notice to the Township of Pennsville, in writing, is required.
2. If thirty (30) days' notice cannot be provided, as much notice as practical shall be given. Failure to give reasonable notice may delay the availability of the leave.
3. Approval of requested leave of absence is subject to the approval of the Township Committee upon recommendation of the Township Administrator.
4. Employees must submit the appropriate medical certification for the treating physician. Periodic recertification may be required.
5. Employees must provide a certification of fitness to return to work.
6. The Township of Pennsville, at its expense, may require examination by a second healthcare provider designated by the Township. If the second healthcare provider's opinion conflicts with the original medical certification, the Township of Pennsville, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

7. Abuse of paid medical leave may be cause for disciplinary action. The Township reserves the right to investigate the use of paid medical leave whenever circumstances suggest a pattern of abuse including, but not limited to, requesting documentation from the treating medical practitioner.

D. Coordination with Other Applicable Laws

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

ARTICLE XIII

NON-DISCRIMINATION

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

ARTICLE XIV

BEREAVEMENT LEAVE

A. Death in Immediate Family.

1. Employees shall be granted a leave of absence, with pay, for death in the immediate family from the day of death until the day after the day of burial inclusive not to exceed five (5) work days.
2. Immediate family, for the purpose of this section, is defined as father, mother, grandfather, grandmother, grandchild, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepmother, stepfather, spouse's grandmother and grandfather.

B. Death in Non-Immediate Family.

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

C. Exception.

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

ARTICLE XV

RETIREMENT BENEFITS

A. At retirement an employee accumulating a minimum of fifty (50) unused sick days (400 hours) will be paid one (1) day's salary (8 hours) for every sixteen (16) hours banked with a maximum payment of fifteen thousand (\$15,000) dollars.

B. A unit cap of forty-five thousand (\$45,000) dollars will be in effect each year. Retiring officers' sick day buyouts will not total more than the unit cap. If the cap is reached during the year additional officers wishing to retire will have to wait until the next year to receive their sick days money.

C. Upon retirement, employees hired prior to December 31, 2024, will be entitled to be paid for any unused vacation accrued to the retiring employee. The maximum credit for banked vacation days shall be two hundred (200) hours.

D. Officers shall receive credit for service as a sworn officer with other departments within the state of New Jersey. Service credit shall be for retirement purposes only and shall not be counted as credit within the Pennsville Police Department.

ARTICLE XVI

ASSOCIATION RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the parties agree that police officers have the right to freely organize, join and support the F.O.P. and its affiliates for the purpose of engaging in collective negotiations and grievance processing, or to refrain from any such activity.

B. Employees covered under this agreement are entitled to representation by the F.O.P. and legal counsel under the following circumstances:

1. All steps of the grievance procedure
2. Disciplinary proceeding

C. Whenever any representative of the F.O.P. is scheduled to participate in negotiations or the grievance procedure during working hours, he/she shall suffer no loss of regular straight time pay.

D. The Township shall make available to the F.O.P. public financial information required for collective negotiations or the processing of a grievance.

E. The F.O.P. will be advised in writing at least thirty (30) days prior to the beginning of a promotion process with respect to the Township's intention to administer promotions within the police department. The criteria for such promotions will be published.

F. The Township of Pennsville and the FOP are in compliance with the Public Employment Relations Act, NJSA 34:13A-1 et seq as amended through PL 2003, c126, effective July 10, 2003.

G. The Administration shall withhold FOP dues from each Pennsville Township Office FOP Lodge 6 member's pay in the amount authorized by FOP Lodge 6. Dues shall not be withheld from Officers who are not members of FOP Lodge 6 as of June 27, 2018. The FOP shall deliver to the Administration a request for payroll deductions signed by each Pennsville Township Officer, FOP Lodge 6 member, or non-member, who requests to continue to pay dues. Any new Officer who becomes a member of FOP Lodge 6 will deliver to the Administration a request for payroll deductions signed by that Officer. Any new Officer may submit the form at the time of his/her original hiring.

ARTICLE XVII
LAYOFF/RECALL TO DUTY

A. In the event that an employee is laid-off from the Pennsville Police Department, recall shall be based on the reverse order of seniority subject to the maximum of one (1) year for automatic recall.

ARTICLE XVIII

TRAINING

A. Police officers who attend law enforcement instruction approved schools shall be reimbursed for expenses incurred by such for mileage, tolls and costs for textbooks. (Federal mileage rate) Reimbursement shall be made upon presentation of a proper receipt for such expenses. If school is less than four (4) hours including travel time, the officer shall report for duty.

1. Officers should only use their personal vehicle if approved by the Chief of Police.

B. The Township shall pay for licensing fees for Pennsville Police Officers through the State of New Jersey Police Training Commission.

ARTICLE XXIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX
FULLY BARGAINED PROVISIONS

A. This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues 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.

B. This agreement shall not be modified in whole or in part by parties except by an instrument in writing only executed by both parties.

ARTICLE XX

DURATION OF AGREEMENT

- A. This Agreement shall remain in full force and effect as of January 1, 2025, and shall remain in effect to and including December 31, 2028. The economic changes in this agreement shall apply only to those individuals in the employ of the Township on the date of signing of this agreement or individuals who have retired on or after the effective date of this agreement.
- B. Thereafter this Agreement shall continue in full force and effect from year to year, unless one party or the other give notice, in writing, prior to the expiration date of this Agreement, of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 14th day of November, 2024.

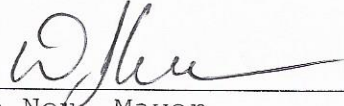
TOWNSHIP OF PENNSVILLE
SALEM COUNTY, NEW JERSEY

ATTEST:



Angela N. Foote, Clerk

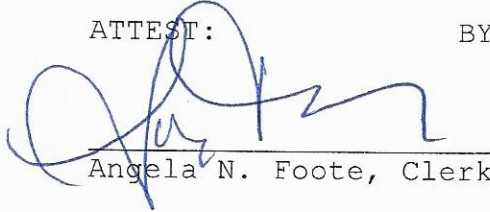
BY:



Dan Neu, Mayor

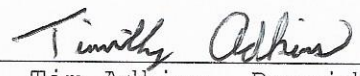
PENNSVILLE POLICE OFFICERS ASSOCIATION,
An Affiliate of Old Oak Lodge No. 6
F.O.P.

ATTEST:



Angela N. Foote, Clerk

BY:



Tim Adkins, President