

## SIDE BAR AGREEMENT

This Agreement is entered into by and between PBA Local 188 (“PBA”) and Delaware Township (“Employer”), upon the following terms:

WHEREAS, the PBA and the Employer are parties to a collective negotiations agreement (“CNA”) effective January 1, 2023 through December 31, 2025; and

WHEREAS, the Chief of the Police and the Employer have determined that it is in the best interests of the Police Department to create the position of Lieutenant to be included in the PBA negotiations unit; and

WHEREAS, the PBA agrees with the Chief of Police and the Employer and agrees that the position of Lieutenant will be a benefit to the Police Department, the PBA membership and the residents of the community; and

WHEREAS, the PBA and the Employer agree that the title of Lieutenant shall be included in the PBA negotiations unit; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The Township shall amend the Police Department Table of Organization to include the position of Lieutenant.
2. All terms and conditions of employment set forth in the CNA shall remain in full force and effect except as modified herein.
3. All Articles of the CNA, and all benefits, terms and conditions of employment shall apply to the Lieutenant, except as specifically modified herein.
4. **ARTICLE I – RECOGNITION**

Section A: Shall be amended as follows:

The Township hereby recognizes the PBA as the sole and exclusive representative of all employees in the negotiations unit, consisting of all full-time patrol officers, corporals and sergeants and lieutenants excluding all ~~lieutenants~~, captains and the chief of police, for the purpose of collective bargaining and all activities and processes related thereto.

5. **ARTICLE V – WORK SCHEDULE**

The Lieutenant shall work the Modified Pitman work schedule set forth in Section B. The shift the Lieutenant works shall be agreed upon by the Lieutenant and the Chief of Police.

6. **ARTICLE VI – OVERTIME**

The Lieutenant shall receive overtime pursuant to Article VI.

7. **ARTICLE VIII – SALARY**

The Lieutenant's salary for 2025 shall be \$119,467.51.

8. The Lieutenant shall be entitled to all other compensation and benefits set forth in the CNA.

9. This Side Bar Agreement shall not modify any of the terms and conditions of employment contained in the CNA, except as specifically set forth herein.

10. This Agreement is subject to ratification by the PBA before it becomes effective.

11. This Side Bar Agreement shall be incorporated into the CNA as if fully set forth herein.

13. This Side Bar Agreement shall be considered part of the CNA and shall not be altered or amended except by a subsequent agreement, in writing and signed by both the PBA and the Township.

14. Any disputes arising from this Agreement shall be resolved through the grievance procedure set forth in Article IV of the CNA.

**FOR THE PBA:**

  
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PAUL MURPHY, PRESIDENT

Dated: 11-20-2024

  
\_\_\_\_\_  
FRANK EMMANUELLE,  
STATE DELEGATE

Dated: 11-24-24

**FOR THE TOWNSHIP:**

  
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JAMES WALTMAN, MAYOR

Dated: 12-10-24

  
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PHILLIP C. CANE, CHIEF OF POLICE

Dated: 11-20-2024