

Borough of South River
48 Washington Street
PO Box 660
South River, NJ 08882-0660
(732) 257-1999

Employment Contract
Borough Chief of Police

THE WITHIN EMPLOYMENT CONTRACT (hereinafter referred to as "Contract"), is hereby entered into the 25th day of SEPTEMBER, 2019, by and between the:

BOROUGH OF SOUTH RIVER, with offices at:

48 Washington Street, PO Box 660, South River, NJ 08882-0660

(Herein referred to as the "Borough"),

-and-

MARK E. TINITIGAN

(Herein referred to as the "Chief of Police").

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:14-118., the Mayor and Borough Council may employ a Borough Chief of Police for the Borough's Police Department and determine the Chief's compensation and prescribe the Chief's powers, functions and duties, and

WHEREAS, the Mayor and Borough Council believe that the need exists to employ a Borough Chief of Police to perform those duties set forth in the Ordinances of the Borough of South River, and

WHEREAS, Mark E. Tinitigan is qualified to perform the duties of the Borough Chief of Police and has accepted an appointment to serve as Borough Chief of Police and,

WHEREAS, the Borough and the Chief of Police have agreed upon the Chief of Police's terms and conditions of employment and wish to memorialize such matters in this Contract; and

NOW, THEREFORE, the Borough and the Chief of Police, for the consideration herein specified below, set forth their full and complete agreement as follows:

1. Term and Renewal:

The Borough, in consideration of the Chief of Police's promises as set forth below, hereby employs, and the Chief of Police hereby accepts employment as full-time Borough Chief of Police. The Chief of Police's term of office shall be at all times subject to the terms and conditions of N.J.S.A., Title 40A. Subject to the foregoing, the term of the Contract shall be from January 1, 2019 through December 31, 2022 and said Contract may then be renewed on a year-to-year basis or such other term which the parties herein shall mutually agree.

2. Duties:

The Chief of Police shall perform those duties set forth in N.J.S.A. 40A:14-118 and the Ordinances of the Borough of South River, as amended from time to time. In addition, the Chief of Police may perform such duties as allowed by law, as requested to him by the Mayor and Council. The responsibilities of the appointed Chief of Police shall include the responsibility to:

- a.** Conduct and manage the day-to-day operations of the Police Department;

- b.** Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c.** Have, exercise and discharge the functions, powers and duties of the police force;
- d.** Delegate such authority as he may deem necessary for the efficient operation of the force to be exercised under direction and supervision;
- e.** Prescribe the duties and assignments of all subordinates and other personnel; and
- f.** Report as directed to the Appropriate Authority concerning the operation of the police force.

3. Workweek:

- a.** The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control.
- b.** The Chief's shall work a minimum of 40 hours per week primarily during normal business hours but he must adjust them to meet the needs of the Agency and the Borough.

4. Outside Activities:

The Chief of Police shall devote his time, attention and energy to the business of the Borough. The Chief of Police shall not undertake any activities that shall interfere with his duties as Chief of Police nor accept any other employment without the permission of the Borough.

5. Salary:

The Borough shall pay the Chief of Police the following annual compensation less the required deductions under the Federal and New Jersey statutes and regulations. This compensation shall be paid to the Chief of Police in accordance with the Borough's regular pay periods.

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
+2%	+2.5%	+ 3%	+3%

6. Benefits:

a. Vacation:

The Chief of Police shall be granted a total of thirty-five (35) vacation days on January 1st of each year. In addition the Chief of Police reserves the right to cash in for pay up to Twenty (20) vacation days at the end of each year in accordance with the availability of funds in the overall budget. In the event no funds are available it is expressly understood that the earned unused vacation days shall accumulate from year to year.

b. Personal Leave:

The Chief of Police shall be granted ten (10) personal leave days. The Chief of Police shall provide Borough Administrator with at least twenty-four (24) hours advance notice prior to using any personal day, except in the case of an emergency wherein the Chief of Police shall notify the Borough Administrator as soon as practicable under the circumstances. Personal days shall not accumulate from year-to-year if not used.

c. Holidays:

The Chief of Police shall be granted eleven (11) Paid Holidays off each year. The Chief of Police shall be scheduled off when the below listed holidays are observed. If the observed holiday falls on a Saturday, the Chief of Police shall be scheduled off on Friday, if the observed holiday falls on a Sunday the Chief of Police shall be scheduled off on Monday. The following shall be considered legal holidays during the term of this agreement.

New Year's Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

d. Sick Leave:

The Chief of Police agrees to forfeit all accumulated sick leave earned throughout his career, in turn, it is agreed that he will be paid a retired severance benefit in the sum of \$25,000 dollars upon retirement. In exchange for forfeiting his accumulated sick time, the Chief of Police will be given unlimited sick leave in a calendar year. This leave shall not be for more than a period of one year.

The Borough may extend this time due to a serious illness which would qualify under FMLA provided there is a prognosis for recovery. The Borough may require proof of illness and must abide by the Borough and Department sick leave policy.

The Chief of Police further agrees sick leave will be used in accordance with borough, departmental policies, and as set forth in the CBA between the Borough and the South River PBA Locals 62 and 62A.

e. Compensation/Comp Time:

The Chief of Police shall be granted twelve (12) compensation or comp time days on January 1st of each year. It is specifically acknowledged by all parties herein that the Chief of Police is compensated by the salary and terms as set forth above and is not entitled to any additional Compensation/Comp Time unless approved by resolution of the Mayor and Council.

In the event there is any additional approved comp time, the parties acknowledge that said comp time is specifically for the use of the employee during his employment with the Borough of South River and will not be converted to any type of monetary payment, either during his employment or at the time of termination/retirement.

f. Educational Programs / Law Enforcement Conferences

The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police (IACP), New Jersey State Association of Chiefs of Police (NJSACOP), Middlesex County Association of Chiefs of Police (MCACOP), New Jersey State Police (NJSP), Federal Bureau of Investigations (FBI), FBI National Academy Associates (FBINAA), Mid-Atlantic Great Lakes Organized Crime Law Enforcement Network (MAGLOCLLEN) or any other educational program of a management or supervisory nature. All expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Borough.

The Borough agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the

annual New Jersey State Association of Chiefs of Police Conference, the annual International Association of Chiefs of Police Conference, and the annual FBI National Academy Associates Conference. If the Chief of Police attends a conference at Borough expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers.

The Borough agrees to grant time off with pay for the Chief of Police attending any meeting of the above-named associations in addition to meetings held by the Middlesex County Association of Chiefs of Police, as long as such meetings are held within the State of New Jersey.

g. Professional and Civic Organizations:

The Borough will pay for the Chief of Police's annual membership in any of the State, Local Police Associations and to such other professional and civic associations as the Borough may deem necessary and appropriate but not to exceed the sum of \$2,000.00 per year.

h. Pension:

The Borough shall pay its required share of contributions for the Chief of Police's PFRS pension.

i. Health Benefits:

The Borough will provide to the Chief of Police the same health benefits package as provided to other full-time Borough employees. Effective 01/01/20, the Central Jersey Health Insurance Fund Plan (or its equivalent) with the Aetna HMO Plan (or its equivalent) will be the base plan. If the Chief elects to enroll in or remain in a different Plan offered by the CJHIF (or its

equivalent) which has a higher premium cost, the Chief will pay the difference between the Aetna HMO (or its equivalent) and the higher cost Plan selected.

Such benefits shall commence as provided in the Borough's agreement with its health insurance carrier. The Chief's contributions towards the cost of the premium for all health benefits package shall be capped at \$10,500.00 for the life of this contract.

Upon retirement the Chief of Police shall receive Borough paid health, prescription and dental insurance in existence at retirement and such coverage shall continue until Medicare eligibility commences so long as the Chief of Police shall not receive such a benefit from any employment in which he may engage subsequent to retirement if no other family member has such coverage. Such policy shall be in conformance with Resolution #1987-465.

Upon retirement the Chief of Police will not be required to pay the cost of the premium for all health insurance.

The Borough retains the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

j. Use of Borough Vehicle:

The Borough agrees to provide to the Chief of Police with an unmarked vehicle to be used for police work and for his personal use. This vehicle shall be a full-sized, unmarked four door vehicle and shall be equipped with such equipment as is needed to perform police work.

This vehicle is being provided to the Chief of Police with the understanding that he is on duty and on call on a 24 hour a day basis. Under N.J.S.A. 40A:

14-118, the Chief of Police reserves the right to assign any such police vehicle assigned to the Police Department for his use.

The Borough shall pay all expenses for the operation and upkeep of said vehicle, such as automobile insurance, tires, gas, oil changes, and any other expenses that are associated with repairing and maintaining said vehicle.

This vehicle shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

It is preferred that the Chief of Police utilize the gasoline available at the Borough facility at the Department of Public Works to fill his assigned vehicle. The Chief of Police is also permitted to obtain gas for said vehicle at a gas station designated by the Borough for such use.

In the event gasoline must be obtained from any other source, the Chief of Police would be obligated to provide to the Borough the reason for utilizing said gasoline (in lieu of those set forth above) and would then be reimbursed upon submission of the appropriate receipts to the Borough Administrator.

k. Terminal Leave:

Upon retirement the Borough shall pay the Chief of Police terminal leave in the amount of two (2) days pay for each year of his service with the Borough. Reimbursement shall be subject to the provisions of Section Seven (7) of this agreement.

7. Reimbursement upon Retirement/Subject to Notice:

- a.** The Borough shall pay the Chief of Police for Terminal Leave as outlined in Section 7(d) of this Contract.
- b.** During the term of this contract, should the Chief of Police decide to retire, he is required to provide to the Borough 90 days advanced written notice of his retirement date. Said notice, once accepted by Council cannot be withdrawn by the Chief of Police without the approval of the Council.
- c.** The Chief of Police reserves the right to use all benefit time (Vacation days, Personal days, and Compensation time) prior to retirement.
- d.** Reimbursement for the retired severance benefit and all accumulated terminal leave shall be divided by 60 and paid out monthly to the retired Chief of Police commencing thirty (30) days following the date of his retirement.

8. Bereavement Leave:

The Borough shall provide the Chief of Police with the same bereavement leave as provided to the members of the South River Policeman's Benevolent Association, Local No. 62.

9. Equipment/Uniforms:

- a.** Any equipment required by the Chief of Police for his employment with the Borough of South River shall be approved, paid for and maintained by the Borough. Said equipment shall include, but not be limited to a cellular telephone and a laptop computer with 24/7 access to the internet by either air card or similar device. Said equipment shall remain the property of the Borough of South River and upon termination of the Chief of Police's employment shall be returned to the Borough in good working order.

- b. Any uniforms required by the Chief of Police shall be paid for by the Borough of South River. The purchase of these uniforms shall be done through a voucher system for up to \$1,000.00 per year.

10. Indemnification:

The Borough agrees to defend, hold harmless, and indemnify the Chief of Police from any and all demands, claims, suits, actions, and legal proceedings brought against the Chief of Police, for any act or omission arising out of and directly related to the lawful performance of the duties of his office and employment, but not for his defense in a criminal proceeding. The Borough will provide a defense to the Chief of Police by first allowing the Chief of Police an opportunity to select his own attorney in accordance with the maximum rate of \$250.00 per hour plus reasonable and necessary costs. If the Chief of Police elects not to select his own attorney, the Borough shall appoint an attorney to represent him.

11. Termination:

This Contract may only be terminated by Resolution of the Mayor and Council and in compliance with Borough Ordinance and N.J.S.A., Title 40A.

12. Conflicts:

In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of the Borough's ordinance or policies, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Borough's ordinances or policies.

13. Savings Clause:

If any provision of this agreement, or any application of this agreement, is held to be 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.

14. Separation Agreement Upon Retirement

The Chief and the Borough agree that the following additional terms and conditions shall be applicable as of the date of the Chief's retirement:

- a. The Chief shall return all issued property, such as but not limited to equipment, phone, keys, access buttons and identification cards to the Borough.
- b. The Borough shall pay the Chief for any unused time as set forth in Section Six (6) of this agreement.
- c. The Borough shall provide the Chief with a retirement identification and badge identical to the standard issued.
- d. The Borough agrees that subsequent to retirement, the Chief will continue to have the same Professional Liability Insurance protection that existed during his active employment for defense and indemnification in the event that a claim is made as to acts or omissions in his official position during active employment. Where the Borough deems it necessary for separate counsel to be appointed, the Chief may select the attorney of his choice provided that the Borough shall not pay more than its policy provides for attorney fees.
- e. The Borough agrees that if it or any of its agents requests that the Chief, after his retirement, attend hearings or hearing preparation or supply information on actions taken by him while

he was employed by the Borough, it will pay the Chief his hourly rate during the year of retirement per hour for time actually spent on such matters.

- f. Any dispute concerning the terms and conditions of this Agreement shall be resolved by arbitration. The Chief and the Borough herewith agree to select a mutually agreed upon arbitrator to resolved said disputes.
- g. This Agreement is made and entered into the State of New Jersey and shall in all respects be interpreted, enforced and governed under the laws of the State of New Jersey. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.
- h. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.
- i. The Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the employment of the Chief as the Chief of Police of the Borough of South River or the Benefits payable to the Chief upon his retirement from the Borough.
- j. If the Chief passes away prior to retirement all accumulated time will be paid to his designated beneficiary

15. Fully Bargained Provision:

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues subject to collective

bargaining 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.

16. Continuation of Benefits not covered by this agreement:

All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Borough Ordinances, or Rules and Regulations of the Police Department for the Borough, and any present or past benefits which The Chief of Police customarily enjoys, but that have not been specifically included in this agreement, shall be continued.

17. Headings:

The captions and headings in this Contract are for convenience and ease of reference only and in no way define, limit or describe the scope or intent of this Contract and such headings do not in any way constitute a part of this Contract.

18. Notices:

Any notice or other communication which is required to be given under this Contract, or pursuant to Borough Ordinance, shall be in writing and shall be deemed to have been validly given if delivered in person or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Borough:

Borough of South River
48 Washington Street
PO Box 660
South River, NJ 08882-0660

-and-

If to the Chief of Police:

Mark E. Tinitigan

Changes in the respective addresses to which such notices may be directed may be made from time-to-time by any party by providing written notice to the other party in accordance with the terms of this paragraph.

19. Advice of Attorney:

Each party hereto acknowledges that it has had ample opportunity to have the form of this Agreement reviewed by an attorney of his or her choosing prior to the execution of this Agreement.

20. Counterparts:

This Contract may be executed in any number of counterparts with the same effect as if the signature and seals thereto and thereto were upon the same instrument.

21. Construction:

The language of all parts of this Contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

22. Governing Law:

This Contract is made and entered into the State of New Jersey and in all respects shall be interpreted, enforced and governed under and in accordance with the Laws of the State of New Jersey.

23. Complete Agreement:

This Contract embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This contract may not be modified except by written instrument executed by all parties hereto. This agreement shall be in full force and effect as of January 1, 2019. This contract will remain in force until such time as it is re-negotiated by the parties.

IN WITNESS THEREOF, the Borough has caused these presents to be executed and its seal to be hereunto affixed by its duly authorized officer and Mark E. Tinitigan has hereunto set his hand and seal this 25th day of SEPTEMBER, 2019.

BOROUGH OF SOUTH RIVER

By: _____


John M. Krenzel
Mayor

Witness: _____


Arthur Londensky
Borough Administrator


Mark E. Tinitigan
Chief of Police


Bill Bray
Borough Clerk