

POLICE CHIEF EMPLOYMENT AGREEMENT

This Agreement is made and entered into by and between the Township of Pohatcong, a municipal corporation duly organized under the laws of the State of New Jersey, with an address of 50 Municipal Drive, Phillipsburg, New Jersey 08865, hereinafter referred to as "Employer", and Scott D. Robb, hereinafter referred to as "Employee"(collectively, the "Parties").

..... WITNESSETH:

WHEREAS, Employer desires to continue to employ the services of Employee as Police Chief of the Township of Pohatcong; and

WHEREAS, Employee desires to accept continued employment as Police Chief of the Township of Pohatcong; and

WHEREAS, the Parties agree that it is appropriate to enter into this Agreement in order to define and establish the rights and obligations of the Parties.

NOW, THEREFORE, the Township of Pohatcong does hereby employ the services of Scott D. Robb as its Police Chief; and the Parties, intending to be legally bound, agree that said employment shall be under, and in accord with, the following terms and conditions:

SECTION 1. DUTIES

- A. As Police Chief, the Employee shall be the Chief Administrative officer of the Police Department and as such shall be governed by N.J.S.A. 40A:14-118.
- B. The Employee shall supervise the daily operations of the Police Department, to include the uniformed and civilian personnel.

SECTION 2. TERM

This Agreement shall be effective as of the January 1, 2022 until December 31, 2026.

SECTION 3. SALARY GUIDE

2022 - \$156,206.66 + 7% raise = \$167,141.13

2023 - \$167,141.13 + 7% raise = \$178,841.01

2024 - \$178,841.01 + 7% raise = \$191,359.88

2025 - \$191,359.88 + 4.5% raise = \$199,971.07

2026 - \$199,971.07 + 2% raise = \$203,970.49

SECTION 4. HOURS OF WORK

Employee agrees to devote that amount of time and energy which is reasonably necessary for Employee to faithfully perform the duties of Police Chief under this Agreement. The work week and salary for the Chief of Police shall be computed on the basis of eighty (80) hours bi-weekly.

SECTION 5. Road Coverage/Extra Duty Pay

- A. Employee shall be entitled to compensation for "road coverage" at a rate of \$80.00 only when and if all means were exhausted to cover an open patrol shift by all other members of the Pohatcong Township Police Department.
- B. The Employee is also eligible to receive the "extra duty pay" at a rate of \$90.00 per hour provided to the members of the P.B.A. Lodge 280 for those services that are paid by outside sources (e.g.: traffic control for private construction projects, private security details, etc).

SECTION 6. PROFESSIONAL DEVELOPMENT

- A. The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar, or retraining sessions conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigations, 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 Township. In no event shall the Township be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities. in accordance with the standards set by I.R.S. Publication 1542.

- B. The Township 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 and the annual International Association of Chiefs of Police Conference.
- C. The Township also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, and the International Association of Chiefs of Police.
- D. The Township agrees to grant time off and pay all expenses incurred by the Chief of Police attending any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey or within a 200-mile radius of the Township. In the event any such meeting occurs outside of such locations; the Chief of Police shall first obtain permission to attend such meeting from the Township of Pohatcong.

SECTION 7. DEATH DURING TERM OF EMPLOYMENT

If Employee dies during the term of his employment, Employer shall pay to the Employee's estate all the compensation which would **otherwise be** payable to the Employee up to the date of the Employee's death, and the contract shall **terminate** as of such date.

SECTION 8. INDEMNIFICATION

Employer shall defend, save harmless, and indemnify Employee in accordance with **N.J.S.A. 40A:14-155.**

SECTION 9. VACATION, COMPENSATION AND PERSONAL LEAVE

Employee shall be entitled to 30 vacation days per year and be able to **carry over** a maximum of **30** days' vacation time into the following year. No more than **30** days of vacation may be banked.

Employee shall be entitled to 4 personal days with pay each year. No personal days **may** be carried over to the following year.

Employee shall be able to accumulate up to 10 hours of compensation time per week if the said employee works over his 40 hours scheduled work week. This compensation time may accumulate and be carried over year to year. This compensation time may not be sold back at anytime including upon retirement.

Vacation days that are not used by December 31st may be accumulated into the following year only. Employees may elect to be paid for unused vacation days in the first pay period of December for that year (not to exceed days earned up to one year).

Day for the purpose of vacation, sick **and** personal shall mean a **10** hour period of time.

SECTION 10. SICK TIME

Beginning in **2020**, the employee will be paid **over** seven years **in** a yearly installment for **100 days (10hr days)** of his **current** accumulated sick time at his **2020** salary hourly rate which is \$ **\$68.9057 per hour** equating to **\$68,905.70 (\$9,842.85 per year)**. The payments will be deposited into employee's deferred compensation account (Lincoln Life) before July 1st of each calendar year. The sick hours that are used for the deferred compensation payout will be deducted from the employee's bank of sick time. The remaining amount will stay in the bank but will not be available for retirement pay out. This time would only be used if it became necessary due to an illness or injury to said employee that exceeded the allotted and accrued current year sick time.

Employee shall continue to be entitled to **15** sick days per year but will only be allotted the use of 7.5 days per year if needed. The 7.5 day per year is able to be carried over on a yearly basis but is not available for payment upon retirement.

SECTION 11. FUNERAL LEAVE

Funeral Leave of three (3) days, one of which shall be the day of the funeral or other service, shall be granted without loss of pay for the death in the immediate family of the employee.

Immediate family includes spouse, child, parent, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent **and** grandparent of the employee's spouse. For purposes of this section, spouse shall be defined to include an employee's significant other so long as that individual permanently resides full time in the employee's household. Funeral Leave of one (1) day shall be granted without loss of pay **to** attend the funeral or other service of an aunt, uncle, or any niece or nephew of the employee or their spouse.

SECTION 12. CLOTHING/UNIFORMS

The employer will provide the employee with uniforms. The employer will pay for cleaning of the Uniforms of the Day. If any part of the employee's uniform and/or personal effects is destroyed in the line of duty, it shall be the responsibility of the employer to replace same upon approval of the Chief of Police, which approval shall not be unreasonably withheld.

This article covers personal effects used while on-duty and approved by the Chief of Police via standard operating procedures or directives of the Pohatcong Police Department.

SECTION 13: MOTOR VEHICLE/MEAL REIMBURSEMENT

Employee shall have utilization of an unmarked police department vehicle for travel to and from **work** and for any and all official Township business in his capacity as Chief of the Pohatcong Township Police Department.

SECTION 14: HOSPITAL AND LIFE INSURANCE BENEFITS

The employer shall provide full coverage health, life, and accident insurance to members covered by the contract. A copy of the policies and coverage will be given to the employee.

The employer may, at its option, change the current insurance plan and/or carries, or self-insure, so long as the benefits and network (Valley Preferred and MediChoice) are substantially comparable to those provided by National Benefit Administrators, Group Policy No. 4850 effective on January 1st, 2000:

MEDICAL –

In-Network:

\$15 Co-pay

100% payment of most charges following the co-pay

100% preventive care to \$300 per year

Out-Of-Network

\$500 Deductible

2 x Individual deductible maximum per family

80% of the first \$2,500, 100% thereafter

100% preventive care to \$300 per year

Mental/Nervous & Substance/ Alcohol abuse plan
maximum 30 days inpatient.

\$2,000,000 plan maximum per individual

PERSCRITION DRUG CARD-

\$5.00/\$10.00 Co-pay

DENTAL – benefits are to be provided and to include the following in “network” coverage:

Preventive Services: 100%

Basic Services: 100%

Major Services: 50%

\$25.00 deductible

3 x individual deductible maximum per family applicable to major treatment only.

\$1,000.00 calendar year maximum per person.

2. **SECTION 125 WAIVER:** The employer shall offer all employees, without limitation, the opportunity to waive any of the above-mentioned health and/or dental benefits in exchange for an annual lump sum payment to the employee which is equal to 25% of the premium amount, not to exceed \$5000.00 or whichever is less, that the employer would otherwise have paid for said coverage on behalf of the employee, pursuant to Section 125 of the Internal Revenue Code.
 - a. **Eligibility –**
In order to be eligible to withdraw the employee must present to the employer, by November 15th of the preceding calendar year, a letter requesting desire to withdraw and demonstrate, in writing, that she/he receives medical benefits from another provider.
 - b. **Payments-**
On a quarterly basis (March 1st, June 1st, September 1st, and January 1st) the employee would be eligible for reimbursement of 50% of the previous quarter's premium cost for said employee, This reimbursement will be paid through the next scheduled payroll period and subject to all applicable taxes.
 - c. **Re-Enrollment-**
 - i. Employees may opt to re-enroll annually by submitting notice, in writing, by November 15th of the preceding calendar year.
 - ii. Employees may only re-enroll during the calendar year upon proof of a life status change (e.g., unemployment, death, or disability of a spouse, divorce, etc...). Acknowledging that any subsequent waiver payment owed would be pro-rated monthly with the remaining balance being applied towards the cost of coverage.
3. Effective January 1, 2013, all employees receiving health benefits under this Article shall be required to contribute towards the cost of the premium for medical insurance and prescription coverage pursuant to Public Law 2011, Chapter 78.
4. The employer will maintain life and accidental death and disability insurance in the amount of Five Thousand Dollars (\$5,000.00) per employee, as currently provided by Fort Dearborn Life Insurance Company – Group Certificate Policy Number 371019-0001.
5. If the Township renegotiates medical deductions or coverage with the P.B.A., the chief of police and township may renegotiate this section upon consent of both parties. If both sides consent to renegotiate this section, no other section of this contract should be negotiated at that time unless consented by both sides.

SECTION 15: HOLIDAYS

Employee shall be entitled to receive the same holiday benefits as are accorded to other department heads in the Township.

When any of these holidays shall occur on a Saturday or Sunday, the holiday shall be observed as declared by the Township of Pohatcong.

There shall be no carry over from one calendar year to the next of accumulated holidays.

SECTION 16: ADDITIONAL BENEFITS

If employee is injured in the line of duty, the officer will be eligible for **weekly** worker's compensation benefits. During the subsequent time frame that weekly workers compensation benefits are payable; the injured officer shall continue to be compensated by the Township at their full base pay rate for a period not to exceed (1) year. All weekly workers compensation benefit payments shall be immediately turned over to the Township.

Should employee be required to attend court appearances, administrative hearings, or provide subpoenaed testimony in matters related to their former employment position as a Township police officer after retirement, he shall be paid for the time expended at the **overtime** rate of pay for his position at the current pay scale.

SECTION 17. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

All provisions of the Pohatcong Township, Code, regulations and rules of the Employer shall apply to Employee as they would to other employees of Employer, except for benefits otherwise modified in this Agreement.

SECTION 18. SENIORITY

Seniority shall be afforded to the Police Chief.

The Police Chief shall be considered to have vested seniority as of the date hired as a full time Police Chief. Such seniority shall accumulate until separation and. shall continue during all periods of vacations, sick leave, disability, or other leave as provided here in or in accordance with law. All **part** time employment is excluded from seniority.

SECTION 19. MUTUAL AID

The Employer agrees to provide to Employee Workmen's Compensation and Liability Insurance and Pensions as provided **by** State Law. Employer understands that, by nature of the work performed by Employee, Employee **may** be required to give aid and support

in other jurisdictions. Should Employee suffer injury in the discharge of his sworn duty as a law enforcement officer, Employer agrees not contest any claim brought by Employee as contemplated herein.

SECTION 20: SEPARABILITY AND SAVINGS

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.

SECTION 21. FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargain able 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 in 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.

SECTION 22. 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 Township Charter, Ordinances, or Rules and Regulations of the Police Department for the Township, and any present or past benefits which the Chief of Police customarily enjoys, buy that have not been specifically included in this agreement, shall be continued.

SECTION 23. NO REDUCTION OF BENEFITS

Employer shall not at any **time** during this Agreement reduce the **salary**, compensation, or other financial benefits of employee. This includes if employer enters a shared service agreement with another entity.

SECTION 24. ENTIRE AGREEMENT

This Agreement shall constitute the **entire** Agreement of the parties. No oral Agreement or **arrangement** not put in writing shall have any force and effect, provided, however, that an amendment to the Township Code should automatically be **incorporated**, except as otherwise expressed herein, into **the terms** and provisions of this Agreement after proper adoption by the Township Committee, and provided further that this Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Employee.

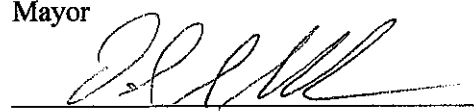
This Agreement shall become effective commencing the 1st day of January, 2022.
If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

THE TOWNSHIP OF POHATCONG has. caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested to by the Township Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

Scott D. Robb
Employee



David Slack
Mayor



Attested by the Township Clerk Wanda L. Kutynar, RMC
Township Clerk
Date: _____

as approved by Township Council
January 18, 2022 Meeting