

POLICE CHIEF EMPLOYMENT CONTRACT

This **Contract**, made on the 15th day of October, 2018, effective retroactively to August 1st, 2018, is by and between the **City of Bayonne**, County of Hudson, ("City"), a municipal corporation of the State of New Jersey, with an address of 630 Avenue C, Bayonne, New Jersey 07002, and **Robert Geisler** ("Geisler"), the permanently appointed Chief of Police of the Bayonne Police Department.

MANAGEMENT RIGHTS

The City 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, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

WITNESSETH

WHEREAS, the City has permanently appointed Geisler as its Chief of Police on August 1, 2018, and Geisler desires to serve in that capacity; and

WHEREAS, the City and Geisler wish to set forth the terms upon which Geisler would be employed as the Chief of Police for the City of Bayonne ("Chief of Police").

NOW, THEREFORE, in order to assure the performance of the various covenants, advantages and considerations ensuring to the parties, which each party acknowledges is to its/his mutual and reciprocal benefit and advantage, it is hereby agreed as follows:

SECTION 1: Duties and Authority

- A. Geisler shall serve as the full time Chief of Police for the City of Bayonne in accordance with N.J.S.A. 40A:14-118.
- B. Geisler will report directly to the Director of Public Safety, and be responsible for the day-to-day operations of the Police Department in accordance with federal and state laws and City Ordinance. His duties shall include:
 - Conducting and managing the day-to-day operations of the Police Department;
 - Administering and enforcing rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
 - Having, exercising, and discharging the functions, powers and duties of the police force;

- Delegating his authority as he may deem necessary for the efficient operation of the force, to be exercised under his direction and supervision;
 - Prescribing the duties and assignments of all subordinates and other personnel; and
 - Reporting, as required, as to the operation of the police force.
- C. Geisler has been appointed in accordance with New Jersey Civil Service Commission rules, New Jersey Statutes, and City of Bayonne Ordinances, which may be amended from time to time.
- D. Nothing contained herein shall be construed to deny or restrict the City of it's rights, responsibilities and authority under R.S. 40 and R.S. 1 1, or any other National or State Laws.

SECTION 2: Term

This agreement shall remain in effect until/unless such time as a successor agreement is executed in compliance with applicable law.

SECTION 3: Salary

- A. At the conclusion of his one year anniversary as Chief of Police (an effective date of August 1, 2019) Geisler's base salary will be a differential of no less than 15% above the base salary of the title of Police Deputy Chief, whose base salary shall remain no less than 15% above the base pay of the title of Police Captain, in accordance with the longstanding salary differential provisions outlined in the current Bayonne City Police Superior Officers Association Collective Bargaining Agreement (SOA CBA).
- B. The Chief of Police shall be paid, in addition to his annual base salary, other compensation based upon the length of his service (AKA: longevity pay). These payments shall be in accordance with the payments made to other superior officers with similar years of service, as defined within the current Bayonne City Police SOA CBA.

SECTION 4: Hours of Work

It is recognized that the position of Chief of Police will require Geisler to devote additional time outside the normal business hours as currently defined within the SOA CBA (including various night and weekend meetings/events, on-call coverage and other obligations) and, to that end, Geisler shall be allowed to establish an appropriate work schedule consistent with the effective and efficient operation of the Police Department and the City. Geisler shall devote the amount of time and energy necessary to faithfully perform the duties of Chief of Police.

SECTION 5: Automobile

The City shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile (police vehicle package). Geisler is granted the full time and unrestricted use of said automobile.

SECTION 6: General Business Expenses

- A. The City agrees to budget for and pay the dues and subscriptions on behalf of Geisler for his continuation and full participation in the following national, regional and state police management associations:
- The International Association of Chiefs of Police (IACP)
 - The New Jersey State Association of Chiefs of Police (NJSACOP)
 - The Hudson County Chiefs of Police Association (HCCOPA)
- B. Geisler will be permitted to time away from police headquarters and reimbursement of expenses not to exceed three thousand dollars (\$3,000) annually for professional development and/or attendance at conferences, such as the IACP, NJSACOP, HCCPA, and seminars on an "as requested/as available" basis subject to the Public Safety Director's pre-approval. For purposes of this section, reimbursement shall include, but would not be limited to: lodging, meals, travel, registration, materials, and other reasonable and customary expenses, upon presentation of receipts.
- C. Geisler will be reimbursed for the reasonable cost of his attending any official functions as a representative of the City, as authorized by the Director of Public Safety.

SECTION 7: Vacation and Sick Leave

- A. Geisler shall be entitled to twenty (20) vacation days annually. Vacation days must be used no later than the year after the year in which accrued, or the vacation days will be void and lost. There shall be no additional banking of vacation days allowed following the execution of this agreement.
- B. Geisler shall be entitled to three (3) floating paid holidays per calendar year during the term of this contract. Holidays must be used no later than the year after the year in which accrued or the days will be void and lost.
- C. Geisler shall be entitled to the following six (6) Holidays off with pay: New Year's Day, Presidents Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

- D. Geisler shall be entitled to nine (9) personal days per year for personal, business, household, or family matters. Personal days must be used no later than the year after the year in which accrued or the personal time will be void and lost.
- E. Geisler will be entitled to unlimited paid sick leave in accordance with the sick leave provisions granted to other police superiors as outlined within the current Bayonne City Police SOA CBA. Sick leave is hereby defined to mean an absence from duty, while in good standing, due to illness, accident, injury, disability, or exposure to a contagious disease, but does not include authorized absences from work due to on-the-job injuries, which shall be governed by the workers compensation laws of the State of New Jersey.
- F. Geisler shall be entitled to the provisions of the Sick Leave Incentive clauses defined within the Bayonne City Police SOA CBA.
- G. Geisler shall have the right to accumulate compensatory time off (CTO) for large amounts of additional hours, as defined by extraordinary circumstances, worked in a normal workweek at the approval of the Director of Public Safety and at the sole discretion of the Director. The CTO bank shall not exceed 480 hours.

SECTION 8: Health Benefits

The City shall provide health, hospitalization, surgical, vision, dental, prescription and comprehensive medical insurance for Geisler and his dependents at levels and benefits equal to, or better than, those provided to other police superior officers in the Bayonne City Police SOA CBA

SECTION 9: Bereavement Leave

- A. In the event of a death in the immediate family (herein defined as either a mother, father, mother-in-law, father-in-law, stepmother, stepfather, child, step-child, sister, brother, husband, wife, grandparent or grandchild) or any other relatives residing in Geisler's home, Geisler shall be granted time off, without loss of pay, commencing from the day of the death until the next scheduled workday after the funeral, not to exceed five (5) working days. Two (2) days off shall be given for the death of a current brother-in-law or sister-in-law.
- B. Geisler will be granted special funeral leave, without loss of pay, for a period of one (1) day due to the death of any other relative or individual not specified above.

SECTION 10: Arbitration

Any dispute, controversy or grievance arising under, or in connection with, this Agreement or with any regard to any term and condition of employment that the parties to this Agreement have not been able to resolve within a three-month period of time shall be referred to the Public Employment Relations Commission ("PERC")

for the selection of an arbitrator, pursuant to the rules of PERC. The decision of the arbitrator shall be final and binding upon both parties. The expense of such arbitration shall be borne by the City. The arbitrator shall have no authority to add or subtract from this Agreement.

SECTION 11: Indemnification

- A. The City shall defend, save harmless, and indemnify Geisler against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Geisler's duties and falling within the scope of his employment as Police Chief of the City of Bayonne, such duties to include all obligations and commitments as articulated in this Agreement. The City will compromise and settle any such claim or suit and pay the settlement or judgment rendered thereon, as provided by N.J.S.A. 40A:14-155.
- B. The City shall provide Geisler with all necessary legal advice and counsel in the defense of any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Geisler's duties as Police Chief of the City of Bayonne. In the event the City is self-insured, the selection of an attorney may be made by Geisler, subject to approval of the City, and such approval shall not be unreasonably withheld by the City. In the event the City is insured by a third-party carrier or joint insurance fund, the selection of an attorney may be made by Geisler, subject to the approval of said third-party insurer, unless the terms of the insurance contract otherwise preclude choice of counsel.

SECTION 12: Retirement Benefits

- A. The City shall continue to provide Geisler with pension coverage under the New Jersey Police and Fire Retirement System.
- B. At retirement, Geisler and any qualified dependents shall receive, medical, prescription, vision and dental benefits at levels equal to, or better than, those in effect for retiring members of the Bayonne Police SOA with similar years of service. Consistent with the terms of the current contract between The City and the Bayonne Police SOA, Geisler will not be responsible for payment of contributions towards his health benefits plan in retirement, regardless of Geisler's retirement date, even if the terms of any subsequent agreement between The City and the Bayonne Police SOA does not reflect same. Upon his death, Geisler's spouse, and any qualified dependents, shall receive medical, prescription, vision and dental benefits as if Geisler were still living, so long as the spouse does not remarry. This will also be provided at no cost to the surviving spouse in accordance with the provisions contained in the current Bayonne City Police SOA CBA.

SECTION 13: Resignation / Retirement

- A. Geisler shall provide a minimum of thirty (30) days written notice of his voluntary resignation / retirement unless the parties agree otherwise (in writing).
- B. Any banked time accrued prior to the signing of this agreement shall be payable by the City when the Chief of Police becomes separated, either voluntarily or involuntarily, or retires from employment with the City, in accordance with the banking provisions, terms and conditions outlined in the current City of Bayonne Police SOA CBA.
- C. In the event of his death while an active employee, Geisler's estate shall receive the monetary value of all earned pay, unutilized vacation time, personal days, holidays, other time owed and monetary benefits contained in the agreement as of the date of death. In the event of Geisler's death prior to August 1, 2019, Geisler's estate shall be paid at the rate of pay that Geisler would have assumed on August 1, 2019 retroactive to August 1, 2018.

SECTION 14: Notices

Notices required pursuant to this Agreement shall be personally served, in writing. Notice shall be deemed given as of the date of personal service.

SECTION 15: General Provisions

- A. **Interpretation.** This Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party, including presumptions relative to its drafting. If any provision hereof shall be declared invalid by a court or in any administrative proceedings, then the remaining provisions shall be construed in such manner so as to preserve the validity hereof and the substance of the contemplated transactions to the extent possible. The paragraph and / or section headings and the arrangement of this Agreement is for the convenience of the parties and do not in any way affect, limit, amplify or modify its terms and provisions.
- B. **Governing Law.** This Agreement shall be governed by, and construed under, the laws of the State of New Jersey.
- C. **Execution.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but such counterparts shall constitute one and the same instrument.
- D. **Required Provisions.** Each and every provision of a law, or clause required by law, to be included in this Agreement, shall be deemed to be inserted herein, and the document shall be read and enforced as though the provision was included.

- E. **Entire Agreement.** This Agreement supersedes all prior Agreements and understandings between the parties and may not be changed or terminated orally, and no attempt to change, terminate or waive any of the provisions shall be binding unless in writing and signed by the parties hereto.
- F. **Waiver / Breach.** No waiver or any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided herein or by law.
- G. **Future Condition or Term.** To the extent that this Agreement does not address a condition or term of employment that arises in the future, the determination of that condition or term shall be sequentially based upon the following: applicable State Statute, applicable City Ordinance provisions, and applicable provisions of the Bayonne City Police SOA CBA. In addition to the provisions agreed upon herein, and where allowable by law, Geisler shall receive and be entitled to equal to or better, all rights, privileges and contractual benefits given to the members of the Bayonne City Police SOA CBA. Where the terms of this agreement and the terms of the agreement between the City of Bayonne and the Bayonne City Police SOA CBA differ, the terms of this agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument on the date set forth above.

ATTEST:

CITY OF BAYONNE



Madelene Medina
Deputy City Clerk



James M. Davis
Mayor

WITNESS:



Robert Geisler
Chief of Police