

COPY

EMPLOYMENT CONTRACT FOR THE PITMAN CHIEF OF POLICE

The parties hereto, the Borough of Pitman (hereinafter referred to as the "Borough") and Chief Daniel J. McAteer (hereinafter referred to as "Chief of Police") on the 1st day of January 2020, intending to be mutually bound, agree as follows:

1. This Contract is intended to establish the salary and other employment benefits of the position of Chief of Police with each party recognizing that said position is not part of a collective bargaining agreement and that establishing a contract specifically enumerates the employment benefits for said position and is in the best interest of the Borough and the Chief of Police.

2. This Contract is effective January 1, 2020 and shall continue to govern the salary, benefits and terms of employment until later amended, revised, or terminates on December 31, 2024.

3. The Chief of Police shall be paid a salary of \$119,953.95 for the calendar year (2020). The longevity payment that would have been added in during the 4th year of the PBA Local 122 Agreement dated January 1, 2015 through December 31, 2019 is included in this salary and will not be added in the future. Any yearly percentage increases as established by the aforementioned agreement will be extended to the Chief of Police.

4. All other benefits provided by the PBA Local 122 Agreement dated January 1, 2020 through December 31, 2024 will be extended to the Chief of Police with the exception of compensatory time, and any other provision which may be inconsistent with this Contract.

5. The Borough and the Chief of Police agree as follows:

a. The Chief of Police shall not have enumerated work hours and is permitted to work a flexible administrative schedule that allows for the smooth and responsible operation of the police department. However, the schedule shall be based on a minimum of forty (40) hours per week and/or eighty (80) hours in a two-week pay cycle and may include weekends.

b. The Borough shall provide an unmarked police vehicle for the exclusive use of the Chief of Police. The Chief shall use the vehicle for Borough purposes, and it is understood that traveling to and from work, meetings, police-related functions, and response as required is part of said duty.

c. The Chief of Police is permitted to obtain extra duty pay for any and all extra duty jobs not paid for by the Borough in accordance with any Borough Ordinance that regulates off duty police assignments. To perform this extra duty job, vacation time must be utilized, and it may not interfere with his responsibilities as Chief of Police.

d. The Chief of Police shall have all the rights and responsibilities of the Office of Chief of Police as set forth by N.J.S.A. 40A:14-118 of the "Chiefs Responsibility Act", and shall have the protection of all laws that statutorily govern his position as Chief.

The parties hereto, mutually acknowledge and understand:

- A. This Contract is the product of negotiations between Chief Daniel J. McAteer and the Borough of Pitman and each of the parties fully understand the terms hereof and has voluntarily entered into this Contract.
- B. This Contract may be modified only by the mutual consent, in writing, by parties hereto, and may not be assigned by either party without the specific consent of each party.
- C. This Contract contains the entire understanding of the parties hereto and is intended to replace any and all prior agreements, whether oral or in writing, previously entered by the parties, their agents, representatives or assigns.
- D. This Contract does not constitute an offer of continued employment nor is it intended to create any obligation by either party except as may be specifically enumerated and established herein.
- E. In the event that any term or provision of this Contract shall be deemed unlawful or inconsistent with any law, rule, or regulation, in whole or in part, such provision shall not void the entirety of this Contract and all lawful terms hereof shall remain unaffected by any lawful term or provision hereof.

BOROUGH OF PITMAN

Dated: _____

By: _____
Michael L. Razze, Jr., Mayor

Dated: _____

By: _____
Judith O'Donnell, Clerk/Administrator

Dated: Jan. 1, 2020

By: *[Signature]* #102, Chief
Daniel J. McAteer, Chief of Police