

**AN AGREEMENT BY AND BETWEEN
THE BOROUGH OF OAKLYN AND
JAYNE L. JONES, CHIEF OF POLICE**

THIS AGREEMENT, made this 12th day of September, 2022, retroactive to January 1, 2022, by and between the **BOROUGH OF OAKLYN**, a municipal corporation of the State of New Jersey, whose address is 500 White Horse Pike, Oaklyn, New Jersey 08107 (hereinafter referred to as the "Borough") and **JAYNE L. JONES**, Chief of the Oaklyn Police (hereinafter referred to as "Employee").

WHEREAS, the Employee and the Borough have entered into discussions directed at continuing the employment of the Employee as Chief of Police, and the parties hereto further desire to enter into an agreement to fully recognize the contributions of the Employee to the Borough and to assure continue harmonious performance of the affairs of the Borough.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and Agreements contained herein, it is mutually covenanted and agreed by and between the parties hereto as follows:

SECTION 1. TERM OF AGREEMENT

The term of this agreement shall commence as of January 1, 2022, and shall continue in full force and effective until December 31, 2024. If a new contract is not in effect as of January 1, 2025, all benefits contained this contract shall remain in force until a new contract is agreed upon. The Borough will incur no obligations nor make any expenditure under the terms of this contract unless said obligations or expenditures are in accordance with the laws of New Jersey. Said employee shall continue to receive those benefits administered by the State of New Jersey, Division of Pensions that were in effect at the termination of the previous contract.

SECTION 2. COMPENSATION

Effective January 1, 2022, the Employee shall receive an annual salary from the Borough in the amount of \$115,000.00. It is anticipated that the Employee will receive the sum of \$5,370.20 on or before May 31, 2022 relative to the adjustment for the salary received in 2022 and the 2022 salary as agreed to in this Agreement.

Effective January 1, 2023, the Employee shall receive an annual salary from the Borough in the amount of \$118,450.00 (2% + 1%).

Effective January 1, 2024, the Employee shall receive an annual salary from the Borough in the amount of \$122,003.50 (2% + 1%).

SECTION 3. INCORPORATION OF SOCBA PROVISIONS

All other terms, benefits and insurance plans of whatever nature which are set forth in the then-existing Superior Officers' Collective Bargaining Agreement (SOCBA), including but not limited to annual vacation time, sick leave, severance benefits, life insurance and travel expenses, shall be incorporated by reference into this Agreement. Any inconsistencies between the then-existing SOCBA and this Agreement shall be resolved in favor of the Agreement.

SECTION 4. MEDICAL INSURANCE

Upon retirement, the Employee shall be entitled to receive the benefits set forth in Section 3. - Incorporation of SOCBA Provisions, above, equal to that provided to active police officers. Consistent with the State Health Benefits Plan, said benefits shall continue uninterrupted until Employee becomes an eligible participant and begins receiving related coverage under the Medicare and/or Medicaid programs sponsored by the United States of America, at which time these benefits shall convert to a "supplement" to benefits receivable under Medicare and/or Medicaid. The Employee shall also be entitled to any collateral benefit

contained in a future SOCBA upon which any change to the then-existing Medical Insurance benefit is directly negotiated.

If the Borough is unable, for any reason, to provide the benefits specified under this Section, the Borough shall, as appropriate, either reimburse the Employee, by voucher, the costs of an individual policy obtained by the Employee, substantially similar to that provided to active police officers at the time of the purchase of this replacement policy, or the Borough shall reimburse the out-of-pocket costs incurred by the Employee, in obtaining benefits through coverage which the Employee would be eligible to receive through the Employee's subsequent employment. In either event, the Borough shall reimburse the Employee, by voucher, the costs of any deductibles and/or co-payments for services which are in excess of those deductibles and/or co-payments required under the coverage then-existing for active police officers.

Upon the Employee's retirement, the Employee shall annually contribute to the Borough a sum equal to five percent (5%) of the annual gross amount receivable on behalf of the Employee from the Employee's PFRS Pension while the Employee is receiving these health insurance benefits.

SECTION 5. LEGAL REPRESENTATION

If, during the course of the Employee's official duties and responsibilities, she become in need of any legal representation, the Borough shall be responsible for providing the Employee with a lawyer.

The Employee shall be permitted to select a lawyer of her own choice to provide such legal representation provided said lawyer agrees to accept the Borough's fee schedule for professional legal services.

SECTION 6. RETIREMENT

In the event that the Employee decides to retire from active service, it is agreed that the Employee shall notify the Director of Public Safety of her decision no less than six (6) months prior to the effective retirement date.

Upon electing to retire from active police service, the Employee also shall notify, on the first date available under the appropriate Rules and Regulations of the State of New Jersey, the New Jersey Division of Pensions of her intention to retire from active police service. Once made by the Employee, this notice of intention to retire shall be irrevocable. The Director of Public Safety shall receive a written copy of the Employee's notice to the New Jersey Division of Pensions of her intention to retire from active police service within one (1) week of the first date available to file such notice.

It is acknowledged by the Borough and Employee that, upon notification by the Employee of her intention to retire from active service, it is agreed that the Employee shall present to the Director of Public Safety a complete and total accounting of all sick, personal, vacation and/or compensatory time accrued by the Employee over the course of her employment with the Borough of Oaklyn up to and including the date of notification.

The Employee requests and the Borough agrees that a certain item of personal property shall be tendered to the Employee concurrent with her retirement, as the personal property of the Employee, that being, the service weapon used by the Employee in the performance of her duties at the time of her retirement. The Borough will cooperate and support any application by the Employee to obtain a firearm carry permit from the State of New Jersey for this weapon.

SECTION 7. NOTICES

Any and all notices provided for herein shall be given in writing by registered or certified mail, return receipt requested, which shall be addressed, in the case of the Borough, to the Mayor and Borough Clerk at 500 White Horse Pike, Oaklyn, New Jersey 08107, and in the case of the Employee, to the last address provided by the Employee to the Borough.

SECTION 8. MODIFICATIONS

No modifications of this Agreement shall be valid unless such modification is in writing and signed by the Borough and Employee.

SECTION 9. WAIVER

No waiver of any provision of this Agreement shall be valid unless in writing and signed by the person or party against who charged.

SECTION 10. APPLICABLE LAW

It is expressly understood and hereby agreed by the parties that this Agreement shall be construed and governed in accordance with the laws of the State of New Jersey as well as the rules and regulations promulgated thereunder.

SECTION 11. INVALID PROVISIONS

If any of the provisions of the Agreement are held to be invalid or unenforceable, or if any of said provisions are modified at a later time by written agreement of the parties or otherwise, all other provisions shall nevertheless continue in full force and effect. All provisions hereunder maintain independent existence, and no other provisions are dependent upon the existence of the other.

SECTION 12. ASSIGNMENT

The Agreement shall be binding upon and inure to the benefit of the Borough and the Employee and their respective heirs, legal representatives, executors, administrators, successors and assigns; provided however, that neither party may assign nor delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

SECTION 13. GRIEVANCE PROCEDURE

All grievances under this Agreement shall be resolved pursuant to the provisions of Chapter 123 of the Public Laws of 1974 of the State of New Jersey where applicable and also pursuant to any method of review prescribed by law. The parties further agree that all attempts shall first be made between them to settle any dispute by negotiation and agreement before using the Courts for settling any such dispute.

SECTION 14. RETENTION OF CONTRACT

The Employee will retain all the terms, conditions and compensation provided in the SOCBA under the Section labelled "Other Separation" should the Borough disband its police department, or enter into a consolidated and/or joint services agreement relative to the operation of law enforcement services in and for the Borough, to the extent permitted by law.

SECTION 15. 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 Ordinance or the current Collective Bargaining Agreement. To the extent that the Borough enters into an employment and/or a Collective Bargaining Agreement with any Superior Officers during the life of this

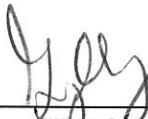
agreement which provides for greater benefit(s) than set forth herein, this agreement shall be automatically amended to provide for such greater benefit(s).

SECTION 16. ENTIRE AGREEMENT

This agreement represents and incorporates the complete and final understanding between the parties on all issues which form the subject matter of this contract.

IN WITNESS WHEREOF, the parties hereunto set their hands and seal the day and year first written above.

THE BOROUGH OF OAKLYN

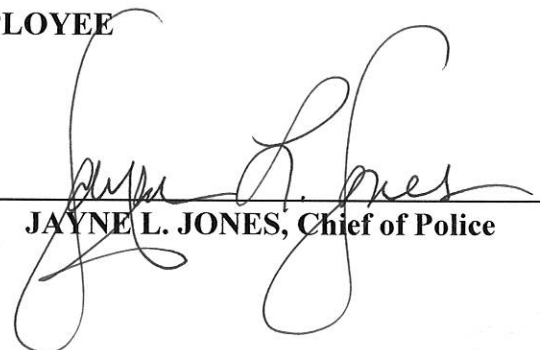
BY: 

GREG BRANDLEY, Mayor

BY: 

DOROTHY VALIANTI, Public Safety Director

EMPLOYEE

BY: 

JAYNE L. JONES, Chief of Police

ATTEST:



BONNIE L. TAFT, Borough Clerk