

AGREEMENT BETWEEN
THE TOWN OF GUTTENBERG AND
FRANK PELAEZ DEPUTY CHIEF OF POLICE

JULY 1, 2023 THROUGH DECEMBER 31, 2025

**TABLE OF
CONTENTS**

PREAMBLE	1
ARTICLE I. GENERAL CONDITIONS	2
ARTICLE II. METHOD OF PAYMENT	3
ARTICLE III. PENSION.....	4
ARTICLE IV. ALLOWANCES, INCENTIVES, AND DIFFERENTIALS	5
ARTICLE V. WORK SCHEDULE, HOLIDAYS AND PERSONAL DAYS	6
ARTICLE VI. VACATION AND VACATION DAYS.....	8
ARTICLE VII. SICK LEAVE AND OTHER BENEFITS	10
ARTICLE VIII. LINE OF DUTY JURY	13
ARTICLE IX. MEDICAL-SURGICAL, MAJOR MEDICAL, EYE GLASS AND DENTAL...	15
ARTICLE X. BEREAVEMENT LEAVE	17
ARTICLE XI. LEAVE OF ABSENCE.....	18
ARTICLE XII. MUTUAL AID	19
ARTICLE XIII. WELFARE.....	20
ARTICLE XIV. ACTIONS AGAINST THE DEPUTY CHIEF.....	21
ARTICLE XV. MANAGEMENT RIGHTS.....	22
ARTICLE XVI. SAVINGS CLAUSE.....	24
ARTICLE XVII. PERSONAL VEHICLE.....	25
ARTICLE XVIII. FULLY-BARGAINED AGREEMENT	26
ARTICLE XIX. DURATION OF AGREEMENT.....	27

PREAMBLE

This Agreement is made and entered into by and between The Town of Guttenberg, a Municipality in the County of Hudson, State of New Jersey (the "Employer" or "Town"), and Deputy Chief of Police Frank Pelaez, (the "Deputy Chief), for the purpose of reaching a mutual understanding, promote harmonious relations, effect good and efficient service, and both parties agree to be bound by all terms and conditions of this Agreement.

ARTICLE I.

GENERAL CONDITIONS

- A. The Police Deputy Chief shall perform all duties and responsibilities as required by N.J.S.A. 40A:14-118, et seq., and other laws, ordinances, rules and regulations, and as required by the Appropriate Authority.
- B. This Agreement is effective from July 1, 2023 through December 31, 2025.
- C. This Agreement is subject to annual options to renew by the parties. Unless specifically expressed to the contrary in writing by either party by October 1st of each renewal year, this Agreement shall be renewed by the parties under identical terms, except that the Deputy Chiefs base salary shall change to \$176,136 effective January 1, 2024, \$180,538 effective January 1, 2025. The Deputy Chief agrees to waive his salary increase until December 31, 2023; his current salary of \$150,365.34 shall remain in effect until that time.
- D. The Deputy Chief will not be eligible for overtime pay.
- E. The Deputy Chief will not be eligible to work extra-duty employment (i.e. extra-duty details) as authorized by the Town of Guttenberg.
- F. Early payment for accumulated time, including vacation and compensatory time, may be approved throughout the duration of this agreement. Payment terms must be in writing and mutually agreed upon by the Deputy Chief, Town Administrator, and Appropriate Authority.

ARTICLE II.

METHOD OF PAYMENT

All compensation shall be provided on a bi-weekly basis as with all other Town employees.

ARTICLE III.

PENSION

The Employer agrees to provide the Deputy Chief with a pension as provided by state law.

Pension contributions to be calculated and reported in accordance with this Agreement.

ARTICLE IV.

ALLOWANCES, INCENTIVES, AND DIFFERENTIALS

- A. The Deputy Chief shall receive a weapons allowance in the sum of \$425.00 per year.

The allowance is payable no later than August 1st of each year.

- B. The Deputy Chief shall receive a clothing allowance in the sum of \$675.00 per year.

The allowance is payable no later than December 1st of each year.

- C. The Employer agrees to reimburse the Deputy Chief all costs incurred as a result of his membership in the County, State and International Chiefs of Police Associations.

- D. All allowances shall be pro-rated during the last year of service.

- E. Longevity shall be paid in accordance with the applicable schedule set forth the Collective Bargaining Agreement (the "CBA") between the Town and the Policemen's Benevolent Association, Local 88 ("Association") for the period of January 1, 2023 through December 31, 2027. As of the date of this Agreement, the applicable schedule is set forth in Article XXII – Longevity of the CBA.

ARTICLE V.

WORK SCHEDULE, HOLIDAYS, AND PERSONAL DAYS

- A. The Deputy Chief shall spend sufficient time at his job to ensure the smooth and responsible operation of the Police Department over which he has supervisory control. The Deputy Chief shall be required to work at least 72 hours per biweekly pay period. The Deputy Chief and Town agrees that due to the nature of the responsibilities of said position, these hours are flexible. However, the schedule is at the discretion of the Deputy Chief in consultation with the Police Committee. Any hours in excess of this amount are not compensatory in any form.
- B. Except where otherwise noted in this agreement, the Deputy Chief may be eligible for compensatory time in lieu of overtime under unusual circumstances (e.g. disasters, states of emergency, etc.) when it is necessary for him to report for duty on a scheduled vacation day or Town holiday upon approval of the Town Administrator or Police Committee.
- C. The Deputy Chief agrees to devote his full business time and attention, skill, energy, and best efforts to the performance of his duties hereunder and to the promotion of the business and interest of the Police Department and Town.
- D. The Deputy Chief may undertake other outside employment so long as it does not prohibit him from achieving the required mandatory hours due to the Town as

stipulated by this agreement, does not conflict with this contract, or that such outside employment does not create a conflict of interest with the Town.

Examples of outside employment include, but are not limited to, teaching, consulting, writing publications, expert witness, testimony, etc.

- E. In addition to his regular days off, the Deputy Chief shall be entitled to be off duty on all holidays approved by the Town of Guttenberg, a list of which is published by the Town annually. Holidays shall be counted as eight (8) hours of time toward the mandatory seventy-two (72) hours required biweekly.
- F. In the event that the Deputy Chief is required to work on any of his entitled holidays, or if such holiday falls on his regular scheduled day off (e.g. vacation), the Deputy Chief shall be entitled to eight (8) hours of compensatory time.
- G. The Town and Deputy Chief agree that the use of a sick day, personal day, vacation day, shall be counted as eight (8) hours of time towards the mandatory seventy-two (72) hours required biweekly.
- H. The Deputy Chief shall be entitled to five (5) personal days per year.

ARTICLE VI.

VACATION

- A. The Deputy Chief shall receive twenty-nine (29) workdays of annual vacation. Vacation shall be pro-rated during the last year of service.
- B. The Deputy Chief shall be entitled to schedule vacation time, provided that the Deputy Chief shall not take vacation leave unless a qualified subordinate is available to assume control of, responsibility for, the operation of the Police Department. In addition, the Deputy Chief shall not schedule his vacation time during any time period when planned events shall require his presence.
- C. The Deputy Police Chief shall be required to report the dates he has selected for his vacation, and as well as the name of the subordinate(s) selected to assume control and responsibility of the day-to-day operations of the police department during his absence. Such information shall be provided to the Town Administrator and Police Committee in writing at least two (2) weeks in advance of the beginning of the vacation period.
- D. In charging the Deputy Chief with vacation or personal time, the smallest unit to be considered is one-half (1/2) of a workday; equivalent to four (4) hours.
- E. The Deputy Chief shall not be charged with vacation while on sick leave if the sick leave and vacation coincide, provided that the sick leave resulted from job-related injury or illness.

- F. In the event of the Deputy Chiefs death, all monies due to him, including but not limited to, vacation pay shall be paid to his estate
- G. The maximum amount of vacation time that may be carried over for usage in future years is one year's vacation allotment. This allotment is exclusive of any additional vacation days accumulated as part of this contract agreement
(reference Article VI, Section H.)
- H. Any unused and accrued vacation time shall be compensated for by the Town as straight time when the Deputy Chief becomes separated, either voluntarily or involuntarily, or retires from employment with the Town.

ARTICLE VII.

SICK LEAVE AND OTHER BENEFITS

- A. The Deputy Chief shall be entitled to existing sick leave benefits with pay.
- B. Sick leave is hereby defined to mean an absence from post of duty by the Deputy Chief, while in good standing, due to illness, accident, injury, disability, exposure to contagious disease.
- C. In the event the Deputy Chief requires leave due to any of the aforementioned reasons, not caused by other employment or business ventures, he may request and shall be granted a leave of absence, with pay, as herein provided.
- D. The Deputy Chief shall be entitled to unlimited sick leave up to one (1) year.
- E. In charging the Deputy Chief with sick leave, the smallest unit to be considered is one (1) workday.
- F. If the Deputy Chief is absent from work for reasons that entitle him to sick leave, the Police Department shall be notified as early as possible, but no later than one (1) hour prior to the start of his work shift from which he is absent, except in the case of an emergency or other extenuating circumstances. Failure to so notify may be cause for denial of the use of sick leave for that absence and could constitute cause for disciplinary actions.
- G. Habitual absenteeism may be cause for discipline up to and including discharge.
- H. Sick leave with pay shall not be allowed under the following conditions:
 - 1. When the Deputy Chief, under medical care, fails to carry out orders of the attending physician.

2. When in the opinion of the Town's medical physician, the Deputy Chief is ill or disabled because of self-imposed contributory causes or actions contrary to the code of conduct.
 3. When in the opinion of the Town's medical physician, the disability or illness is not of sufficient severity to justify the Deputy Chief's absence from duty.
 4. When the Deputy Chief fails to report to the Employer's physician as ordered by the Appropriate Authority or Town Administrator.
- I. The recommendation of the Town's medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or, of the fitness of the Deputy Chiefs to return to duty shall be considered by the Appropriate Authority or Town Administrator. The Appropriate Authority and Town Administrator reserve the right in such cases where there is a difference of professional opinion between the Deputy Chiefs physician and the personal physician, to require the employee to submit to an examination by a third doctor.
 - J. If the Deputy Chief is absent from work on sick leave and is unable to report for duty for two (2) or more consecutive working days, the Town may require a physician of its choice to provide a medical statement concerning the need for sick leave. In the alternative, the Town may require the Deputy Chief to submit acceptable medical evidence substantiating the need for sick leave.
 - K. Sick leave, in addition to bereavement leave, may also be utilized for short periods because of death or serious illness in the Deputy Chiefs immediate family.
 - L. In cases of reported illness or disability which does not require hospitalization, the

Deputy Chief shall remain at his residence unless authorized in writing by the attending physician and the Town's doctor. Should it become necessary for the Deputy Chief to visit a doctor or a pharmacy, he is required to notify the police department.

M. If on leave following the submission of retirement papers, the Deputy Chief shall not be permitted to go on sick leave.

O. The Employer agrees to pay to the Deputy Chief who shall resign, retire, or be discharged, all money due him within thirty (30) days immediately following the termination of employment. Said pay shall include pro-rata vacation pay and cash in lieu of compensatory time and personal days due.

ARTICLE VIII.

LINE OF DUTY INJURY

- A. If while in the line of duty the Deputy Chief is incapacitated and unable to work because of an injury, he shall be entitled to injury leave with full pay, less any amounts received from disability insurance during the period in which he is unable to perform his duties as certified by a physician designated by the Employer. The Deputy Chief will be required to notify the Employer if he is receiving disability monies.
- B. When the Deputy Chief is injured in the line of duty, the Employer agrees to bear the cost of all medical, dental, surgical, therapeutic, and pharmaceutical bills.
- C. When the Deputy Chief is injured in the line of duty, he reserves the right to be treated by a physician and/or surgeon of his own choice whose reasonable fees shall be paid by the Employer, providing the employment of said doctor is authorized, which authorization shall not be unreasonably withheld.
- D. When the Deputy Chief is hospitalized with line of duty injuries, he will be provided with semi-private accommodation at the minimum.
- E. When injured while working, whether slight or severe, and barring extraordinary circumstances, the Deputy Chief must make a report, if practicable, prior to the end of his workday, but no later than twenty-four (24) of the occurrence. Failure to report any injury may result in the failure of the Deputy Chief to receive compensation under this article.

- F. The Deputy Chief shall be required to present evidence, by way of a certificate or report of a physician designated by the Deputy Chief, that he is unable to work, and the Town may reasonably require the Deputy Chief to present such a certificate from time to time.
- G. If the Town does not accept the certificate or report of the physician designated by the Deputy Chief, the Town shall have the right, at its own cost, to require the Deputy Chief to obtain a physical examination and certificate of fitness by a physician appointed by the Town.
- H. In the event the Deputy Chief is granted any injury leave, it will be the Town's sole obligation to pay the Deputy Chief the difference between his regular pay and any compensation, disability, or other payments received from other sources.

ARTICLE IX.

MEDICAL-SURGICAL INSURANCE, HEALTH, EYE GLASS AND
DENTAL

- A. The Employer agrees to provide the maximum coverage available with New Jersey Blue Cross and Blue Shield, including Rider J, or its substantial equivalent at its own expense, to the Deputy Chief and his dependents. The Deputy Chiefs coverage shall be equal to, or greater than that of the PBA bargaining unit.
- B. The Employer further agrees to provide a Major Medical Plan that includes a catastrophic provision at its own expense to the Deputy Chief and his dependents. The Deputy Chief's plan shall be equal to that of the PBA bargaining unit.
- C. The Employer agrees to provide a paid dental insurance plan at its own expense to the Deputy Chief and his dependents. The Deputy Chief's plan shall be equal to, or greater than that of the PBA bargaining unit.
- D. The Employer agrees to provide a Paid Prescription Service Drug Program equal to that of the PBA bargaining unit.
- E. The Employer agrees to provide paid medical and hospitalization insurance, prescription, dental and optical to the Deputy Chief and family if he has twenty-five (25) years continuous service with the Town and/or retires within the meaning of the Police and Fire Retirement System (PFRS), excluding deferred retirement. If

the Deputy Chief has other health insurance coverage, the Deputy Chief agrees to make the Town policy secondary. Upon eligibility for Medicare, the Town will pay for a supplemental Medicare policy for the Deputy Chief and continue coverage for his family. Supplemental coverage and Medicare coverage shall be substantially similar to the Deputy Chief's current medical and hospitalization coverage. The Deputy Chiefs plan shall be equal to, or greater than that of the PBA bargaining unit.

- F. Upon his death, the Deputy Chief's spouse will receive insurance coverage as if the Deputy Chief was still living, so long as she does not marry. This will also be provided at no cost to the Deputy Chief or his spouse.
- G. All the aforementioned provisions set forth in this Article may be subject to the terms and conditions of State and/or Federal Statutes (e.g. NJ Chapter 78, P.L. 2011).

ARTICLE X.

BEREAVEMENT LEAVE

- A. In the event of death in the Deputy Chiefs immediate family, the Deputy Chief shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed five (5) calendar days.
- B. The "immediate family" shall mean only parents, spouse, civil union partner, child, stepchild, ward, brother, sister, stepmother, stepfather, guardian, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law.
- C. Reasonable verification of the event may be required by the Town.
- D. Such bereavement leave is not in addition to any holiday, day off, vacation leave, compensatory time or sick time off falling within the time of bereavement.
- E. The Deputy Chief may make a request of the Police Committee, Town Administrator, or his designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted, shall be charged at the option of the Deputy Chief as a vacation day, personal day, or compensatory day.
- F. The Deputy Chief shall be granted the day of the funeral off with pay for the death of his immediate uncle or aunt, niece, nephew, step-grandparent any other relative residing in the Deputy Chiefs household.

ARTICLE XI.

LEAVE OF ABSENCE

- A. Leave of absence without pay may be granted to the Deputy Chief for an initial period of ninety (90) days.
- B. The Employer agrees to permit the Deputy Chief a leave of absence without loss of pay or time owed to attend and/or serve as a representative to the New Jersey State Association of Chiefs of Police, International Deputy Chiefs of Police, and Hudson County Chiefs functions, meetings, training, conventions or seminars, and attend any other regular meeting or conference held by these associations. Prior to attending such functions, the Deputy Chief shall notify the Appropriate Authority of his attendance, the time required to participate, and the designated employee that will act in his absence.
- C. The Employer agrees to reimburse the Deputy Chief all expenses incurred (e.g. travel, room, food, books, tuition, etc.) for attending the functions listed in **Paragraph B**, and any other seminar, training conference or educational program approved by the Town Administrator or Appropriate Authority.

ARTICLE XII.

MUTUAL AID

The Employer agrees that if the Deputy Chief is killed or injured in the line of duty while rendering aid to a neighboring community, he is fully covered by pension and insurance rights as if said injury or death occurred out of an accident arising out of performance of duty within the Town of Guttenberg.

ARTICLE XIII.

WELFARE

The Employer shall supply the Deputy Chief with all necessary legal advice and counsel pursuant to law, unless there is an apparent conflict of interest at which time the Town's Attorney shall advise the Deputy Chief to seek his own separate counsel.

ARTICLE XIV.

ACTIONS AGAINST THE DEPUTY CHIEF

Whenever any action is brought against the Deputy Chief for any act or omission, arising out of or incidental to the performance of his duty, on or off his regular tour of duty, the Employer shall defray all costs of defending such action. The Deputy Chief may select his own counsel and the Employer shall reimburse the Deputy Chief for reasonable attorneys' fees not to exceed the Town's approved rates. The Employer may select co-counsel through the Municipal Excess Liability (MEL) Joint Insurance Fund Joint Insurance Fund (JIF). Such attorney's hourly fees shall not exceed the Town attorney rate, provided same is reasonable. In the case of a civil action, the Employer shall pay any adverse judgment, save harmless, indemnify and protect such Deputy Chief from any financial loss resulting therefrom, including punitive damages. The Deputy Chief shall submit to the Town Administrator the name of the attorney he selects and the estimated fees, for his approval, such approval not to be unreasonably withheld.

ARTICLE XV.

MANAGEMENT RIGHTS

- A. The Employer hereby retains and reserves unto itself, without limitation, 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, including, but without limiting the generality of the foregoing the following rights:
1. The Executive Management and Administrative control of the Town and its properties and facilities and activities utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Town.
 2. To make rules of procedure and conduct, subject to N.J.S.A. 13A:5-1, et seq., to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
 3. To hire all employees, whether permanent, temporary, or seasonal, to promote, transfer, assign or retain employees in positions within the Town subject to Department of Personnel and law.
 4. To suspend, demote, discharge or take any other appropriate disciplinary actions against the Deputy Chief for good and just cause in accordance with New Jersey regulations and law.
 5. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Town, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and expressed terms hereof are in conformance with the constitution and law of the New Jersey and of the United States subject to law.

- C. Nothing contained herein shall be construed to deny or restrict the Town or the Deputy Chief of their rights, responsibilities, and authority under N.J.S.A. 40A:1-1 et seq. or any national, state or local laws.

ARTICLE XVI.

SAVINGS CLAUSE

Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or any decree of court of competent jurisdiction, such invalidation of such part or portion of this agreement shall not invalidate the remaining portion thereof and the parties agree with respect to any clause so determined to be invalid, the parties will immediately renegotiate said invalid clause so as to bring the same within legal limits.

ARTICLE XVII.

PERSONAL VEHICLE

- A. The Town agrees to supply the Deputy Chief with an unmarked automobile to be used for police work and for his exclusive personal use. The make and model of the vehicle shall be determined by the Town; however, the vehicle shall be a full- sized, four-door, car or SUV equipped with 4-wheel/all-wheel drive, and shall be equipped with such apparatus as necessary for police duties including lights and an audible warning device.
- B. The Deputy Chief of Police shall be permitted to use his vehicle for personal use and there shall be no limit on the use of said vehicle for police work or anything associated with police work such as attending meetings, conferences, and any other travel needed to accomplish the duties of Deputy Chief of Police.
- C. The automobile shall not be used by anyone other than the Deputy Chief except that the Deputy Chief may designate other members of the Department to use the vehicle for bona fide police purposes.
- D. The Town shall pay all expenses for the operation and maintenance of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.
- E. When the Town vehicle is used for personal purposes, its use may be a taxable cost to the Deputy Chief and shall be guided by the Town's vehicle policy.

ARTICLE XVIII

FULLY-BARGAINED AGREEMENT

The agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject of negotiations. During the term of this Agreement, neither party shall 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 parties at the time they negotiated or signed this Agreement.

ARTICLE XIX.

DURATION OF AGREEMENT

This agreement shall become effective as of July 1, 2023 and shall expire on
December 31, 2025.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals
at GUTTENBERG, NEW JERSEY on this 14th day of July 2023

Frank Pelaez July 7th, 2023
FRANK PELAEZ
GUTTENBERG POLICE
DEPARTMENT
Deputy Chief

DR. COSMO A. CIRILLO, RMC
TOWN OF GUTTENBERG, NJ
Town Administrator

Witness Name: Bleydeliz Couado Witness Name: WANDA CARDENAS

Witness Signature: [Signature] Witness Signature: [Signature]