

EMPLOYMENT AGREEMENT BETWEEN THE TOWNSHIP
OF ROCHELLE PARK AND DEAN M. PINTO TO SERVE AS
CHIEF OF POLICE

THIS AGREEMENT, entered into on this _____ day of _____, 2020, by and between the Township of Rochelle Park, in the County of Bergen, New Jersey (hereinafter referred to as the "Township"), and Dean M. Pinto (hereinafter referred to as the "Chief of Police"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Township and the Chief of Police.

1. Relationship Between the Parties

The Township has appointed Dean M. Pinto to serve in the Office of Chief of Police of the Rochelle Park Police Department. The Chief shall head the Township police force and shall be responsible to the Mayor and Committee for the efficient and routine day to day operation of the department. The Chief shall have the authority to exercise the powers vested in the Chief of Police pursuant to the Township Ordinances and state law, including N.J.S.A. 40A:14-118

2. Responsibilities of the Chief of Police

Pursuant to state law, the Ordinances of the Township and the regulations and policies established at the time of the execution of this agreement, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a) Conduct and manage the day to day operations of the Police Department;
- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c) Have, exercise, and discharge the functions, powers and duties of the police force;

- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel; and
- f) Report at least monthly to the "Appropriate Authority" or any such other forms as the Township Committee shall require, as to the operation of the police force during the preceding month.
- g) Attend if requested to do so by the Township Committee or Township Administrator, any meeting of the Township Committee.

3. Term of Contract

- Three (3) years commencing on August 1, 2020 and ending on July 31, 2023.

4. Term of Office

The Chief shall serve until:

- a. He voluntarily retires
- b. He reaches mandatory retirement age
- c. Due to illness or disability, he is incapable of fully performing the duties required of the Chief of Police; or
- d. Unless good cause exists for termination.

5. Retention of Existing Benefits

Except as otherwise provided herein, all rights, privileges and benefits which all Employees have heretofore enjoyed and are presently enjoying, including unlimited sick time and bereavement leave, shall be maintained and continued by the Township during the term of this agreement and the employee shall retain civil rights, as provided under Federal and New Jersey State laws.

6. Base Salary Schedule

As of August 1, 2020	\$163,808.77 (current Chief's salary)
As of January 1, 2021	\$166,675.42 (1.75% increase)
As of January 1, 2022	\$169,175.55 (1.50% increase)
As of January 1, 2023	\$171,713.18 (1.50% increase)

7. Longevity and Educational Credits

The Chief shall enjoy the same remuneration for Longevity Sec. XV 15.1 SOA CBA that he enjoyed as a Lieutenant as well as the Educational/College Credits Sec. XXIII 23.1, 23.2, 23.3, 23.3.1, 23.3.2, 23.3.3, 23.3.4 received by the ranking police officers pursuant to the SOA collective bargaining agreement (SOA CBA) between the Township and PBA Local 102 in effect at the time of the execution of this agreement dated January 1, 2019 – December 31, 2023.

8. Parity of Benefits

The Chief shall enjoy all benefits negotiated for other employees of the Police Department except as to benefits that do not apply to him because of his position and form of remuneration, including departmental overtime and Court time.

9. Work Schedule

The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief of Police shall work at least forty (40) hours per week. Because the Chief is deemed to be entitled to be an exempt employee pursuant to the Fair Labor Standards Act, he shall not be entitled to overtime compensation for those hours worked in excess of 40 hours in any week. This shall not restrict the Chief from being permitted to work off-duty road details when paid for by outside contractors.

10. Car Assignment

The Township agrees to supply the Chief of Police with an unmarked vehicle to be used for police work and personal use, subject to the below limitations. The vehicle shall be a full sized four (4) door and shall be equipped as is needed for police work as deemed by the Chief. There shall be no limit on the use of this vehicle for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences and any other travel needed to carry out the duties of the Chief of Police. The Township shall pay all expenses such as car insurance, tires, fuel and any other necessary repairs, except when the vehicle is used for personal use at which time the Chief of Police shall be responsible for the cost of fuel. The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

11. Vacation Days, Holidays and Personal Days

The Chief shall be entitled to 25 working days of vacation. The Chief shall be entitled to sixteen (16) Holidays and two (2) personal days. All vacation days, holidays and personal days shall be calculated as per the SOA CBA dated January 1, 2019 – December 31, 2023 Holiday Section X 10.1 and 10.2

12. Terminal Leave

Upon retirement, Terminal Leave shall be in accordance with the terms and conditions relative to same in Section XXI of the SOA CBA dated January 1, 2019 – December 31, 2023 in effect at the time of the execution of this agreement. (see below)

The Township of Rochelle Park shall provide every person who is covered by this agreement with six (6) months of terminal leave as a retirement benefit. During the six (6) months of terminal leave the retiring officer shall receive full pay and benefits but shall not be required to perform any duties. Retirement, as used herein, shall be defined as that retirement which is recognized by the New Jersey State Police and Firemen pension laws. The level of compensation and benefits payable during the period of terminal leave shall be at the same level as the officer received on the commencement of the terminal leave.

- 21.2 Each employee qualifying for benefits under this Article shall have the option of converting the above terminal leave benefit to a cash payment.
- 21.2.1 An employee shall provide the Township with not less than ninety (90) days advance notice of the Employee's retirement and election of option.
- 21.2.2 The election of cash payment relieves the Township from the obligation to provide any continuation of pension payments, life insurance, dental insurance, prescription coverage or any other benefit other than hospitalization and medical coverage pursuant to Article VIII hereof.
- 21.2.3 Payment on a cash payment basis shall be made within two (2) weeks of termination provided that the employee may elect to be paid in two separate checks, payable not more than one (1) year after retirement.

Unused Vested Time

Upon separation from employment the Police Chief shall be compensated for all unused time accrued by the date of separation from employment including vacation time, personal days, accumulated compensatory time, and scheduled adjustment time. As of January 1 of each year, all annual benefit time shall be deemed vested and accrued without proration.

13. Medical, Dental and Prescription Benefits

The Township shall maintain medical insurance coverage for the benefit of the Chief of Police and his family (herein defined as a spouse or dependent) at levels of not less than those presently in effect for the members of the SOA at the time of the execution of this agreement. The Township shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided. At no time shall the Chief of Police receive less medical insurance coverage than that which is received by any other member of the Police Department. The Chief shall continue to enjoy his existing medical, dental, prescription and life insurance benefits as provided for in the SOA Collective Bargaining Agreement dated January 1, 2019 – December 31, 2023 in effect at the time of the execution of this agreement. The Chief shall also receive medical/disability benefits upon retirement as dictated in the current SOA CBA dated January 1, 2019 – December 31, 2023 pursuant to Section VIII 8.2 in effect at the time of the execution of this agreement. (see below)

VIII

MEDICAL, DENTAL AND PRESCRIPTION INSURANCE

- 8.1 The Township shall continue to provide all Employees and members of their immediate families with hospitalization and other insurance, at least equal to the nature and level of benefits currently in effect as of the execution of this Agreement. Said benefits shall be provided by the Township without interruption during the continuance of employment by the Township of each employee covered hereunder. In the event that there is any interruption in such insurance coverage, then, and in that event, the Township agrees to be responsible for any and all medical bills incurred during such period of interruption, to the extent as would have been paid under the insurance coverage, had the coverage remained uninterrupted in force.

- 8.2 Subject to applicable provisions of State and Federal Law, the Township agrees to continue to provide hospitalization and medical insurance as provided for in the previous section for employees who retire and become entitled to a police pension, either on the basis of regular time in service retirement after twenty-five (25) years of service, or disability retirement, until such time as the Employee becomes entitled to equal coverage under any other group plan subsequent to his retirement from employment by the Township, the obligation of the Township under this section shall cease.
- 8.3 The Township shall carry a life insurance policy for each Employee, the amount of insurance to be not less than Fifteen Thousand (\$15,000.00) Dollars.
- 8.4 The Township of Rochelle Park shall provide every Employee covered by this contract and their families with a full family dental insurance plan. The program of dental insurance shall be identified as that which is currently available and is identified as "The Delta Dental Plan-Intermediate program 11-A" including orthodontic benefits with no deductible amount. This plan is further identified as being available through the New Jersey Dental Service Plan, Inc. The Employer agrees to cover each Employee and each family member for One Thousand Five Hundred Dollars (\$1,500.00) under the dental insurance plan. The Township shall pay the entire cost of the dental plan. The Employer shall have the right to change insurance carriers provided the change results in equivalent or superior benefits being made available to covered Employees and their families.
- 8.5 The Township of Rochelle Park shall provide every employee covered by this contract and their families with a full family prescription drug plan. The Employer shall pay the entire cost of the prescription drug plan. This prescription drug plan shall remain the same as the existing prescription drug plan as specified in the preceding 2006 contract and will mirror those existing benefits with the specified following exceptions. Employees under this Agreement shall pay a co-payment for "generic" prescriptions in the amount of One Dollar Fifty Cents (\$1.50) and the co-payment for "brand name" prescriptions in the amount of Five Dollars (\$5.00). Prescriptions issued for a period of ninety (90) days shall only be subject to one co-payment, without exception. The purpose of the preceding sentence is so the Employee pays one co-payment of One Dollar and Fifty Cents (\$1.50) or Five Dollars (\$5.00) for a ninety (90) day supply of a single prescription. The "Starter Dose Program" provides for a ten (10) day trial for a maintenance drug when first prescribed to minimize waste in the event the patient has an adverse reaction to the medication. The co-payment would be waived for the ten (10) day trial dosage and would be charged only upon full refill.
- 8.6 Effective January 1, 2019 and thereafter, the contribution rate for persons covered under this agreement shall be twelve and one half percent (12.5%) less than the contribution rate established under P.L. 2011, c. 78 (Chapter 78). Persons covered under this agreement shall pay a contribution towards the cost of health care benefits coverage computed as the Chapter 78 contribution rate

for the applicable coverage chosen and the applicable salary range less twelve and one-half percent (12.5%). For example, for the maximum Chapter 78 contribution rate of thirty-five percent, persons covered under this agreement will pay a contribution rate of twenty two and one half percent (22.5%). To the extent that the contribution rate calculated pursuant to this paragraph is less than one and one half percent (1.5%) of pensionable compensation, the contribution rate shall be set at one and one-half percent (1.5%) of pensionable compensation.

14. Professional Associations

The Township also agrees to pay for any dues for the Chief of Police for membership in the County Chief's of Police Association, the New Jersey State Association of Chief's of Police and the International Association Chiefs of Police. The Township agrees to grant time off and pay any expenses incurred by the Chief of Police in attending any meeting of the above-named associations meetings and law enforcement conferences hosted by these organizations as long as such meetings are held within the State of New Jersey or within a one hundred and fifty (150) mile radius of the Township. In the event any such meeting or conference occurs outside of such locations; the Chief of Police shall first obtain permission to attend said meeting from the Township Administrator.

15. Educational Programs/Law Enforcement Conferences

The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar, training update session(s) conducted or sponsored by the International Associations of Chiefs of Police, New Jersey State Association of Chief's of Police, Bergen County Chiefs of Police, New Jersey State Police, New Jersey Department of Criminal Justice, New Jersey Attorney General's Office, Federal Bureau of Investigations,

United States Department of Justice or any of its affiliates or any other educational program of law enforcement/criminal justice training, management or supervisory in nature.

All expenses, such as travel, room, tuition 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 law enforcement, municipal government or police activities.

15.1

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. If the Chief of Police attends a conference at Township expense, the Chief of Police shall provide the township with proof of expenses for attending such conference, by way of receipts or vouchers. The Chief of Police shall also be required to provide a detailed written report to the Police Commissioner which lists the information presented at the conference, including how such information is valuable and useful to the police department. Such report shall also include recommendations as to how the information can be implemented for the improvement of the police department in its endeavor to deliver the highest quality police/community service.

16. Legal Counsel

The Township shall provide the Chief of Police with all necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The

selection of an attorney may be made by the Chief of Police, subject to the approval of the Township and such approval shall not be unreasonably withheld by the township. The Township shall similarly be responsible for the indemnification and counsel in connection with all claims, including compensatory and punitive damages, for actions filed subsequent to the expiration of this agreement.

17. Uniform/Clothing Allowance

The Township shall replace any clothing or personal items damaged or destroyed in the line of duty, or reimburse the Chief of Police for the cost of replacing such items provided reasonable replacement costs are mutually agreed to between the Township of the Chief of Police. It shall be left to the professional discretion of the Chief of Police as to when he should wear formal or informal uniforms or plain clothes.

18. Changes to New Jersey Law During Term of Contract

In the event that there are changes to New Jersey Law in connection with payments, remuneration, benefits, terminal leave or any other financial issue, the terms, conditions and obligations of this agreement shall be deemed amended to reflect those changes.

19. Miscellaneous Provisions

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.

To the extent that the Township enters into an employment and/or a collective bargaining agreement with any police or superior officer during the life of this contract which provides for a greater benefit than that set forth herein (e.g., higher clothing

allowance, greater longevity, increased vacation/personal days, etc.), this Agreement shall be automatically amended to provide for such greater benefit.

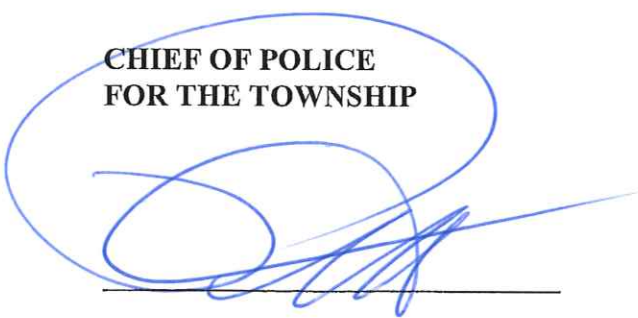
All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the Township Charter, Ordinances, or Rules and Regulations of the Police Department for the Township, and any present or past benefits which the Chief of Police customarily enjoys, but that have not been specifically included in this agreement, shall be continued.

20. Effective Date of Contract

August 1, 2020 until July 31, 2023. All terms and conditions shall remain in effect until a new or revised contractual agreement is mutually agreed upon.

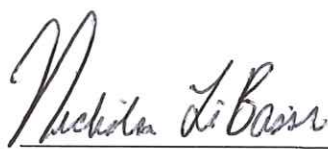
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

**CHIEF OF POLICE
FOR THE TOWNSHIP**



Dean M. Pinto

**ON BEHALF OF THE
TOWNSHIP**



Mayor Nicholas LiBassi



CLERK

Elizabeth Kroll

DATED: 8-26-2020