

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPROVING AND AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT WITH ROBERT BARAN AS DIRECTOR OF EMERGENCY SERVICES

WHEREAS, the Township Council of the Township Manchester, County of Ocean, State of New Jersey (hereinafter referred to as the "Township") has been involved in negotiations with Robert Baran for the position of Director of the Township's Emergency Services (hereinafter referred to as the "Director"); and

WHEREAS, the Township believes, especially since assuming responsibility for emergency services for the Township, that a Director is needed to administer and oversee operations of the Manchester Township Division of Emergency Services, and perform the duties described within the job description and/or applicable law for the position, as set forth in the Employment Agreement; and

WHEREAS, the Township in accordance with the aforementioned Agreement has reserved the right to assign additional duties as deemed necessary by the Chief of Police, Mayor and/or Township Council; and

WHEREAS, the proposed Agreement is on file at the Office of the Township Clerk and can be reviewed by the public during normal business hours.

NOW, THEREFORE, BE IT RESOLVED, this 12th day of April, 2021, by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. The Township accepts and authorizes execution of the Employment Agreement, a true copy of which is on file at the office of the Township Clerk and can be reviewed by the public during normal business hours.
2. The Township authorizes and directs the Mayor and Municipal Clerk to execute any and all necessary documents in order to implement the intent of this Resolution.
3. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:
 - (a) Honorable Kenneth Palmer, Mayor;
 - (b) Craig Wallis, Council President;
 - (c) Joan Brush, Deputy Council President;
 - (d) Lisa D. Parker, Chief of Police;
 - (e) Robert Baran; and
 - (f) Jerry J. Dasti, Esquire.

CERTIFICATION

I, Sabina T. Martin, Municipal Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council at a meeting on the 12th day of April 2021.


Sabina T. Martin, RMC
Municipal Clerk

EMPLOYMENT AGREEMENT
Between the Township of Manchester and Robert Baran
as Director of Emergency Services

I. Agreement

- A. THIS AGREEMENT is made this 12th day of April, 2021, by and between Robert Baran and the Township of Manchester (hereafter "Township") located at 1 Colonial Drive, Manchester, in Ocean County, New Jersey. Subject to the terms and conditions of this Agreement as well as the Township's policies, procedures and enactments or declarations of the governing body as may be adopted, changed or eliminated from time to time in the Township's sole discretion, the Township shall employ Robert Baran as the Director of the Township's Emergency Services ("Director"). The Director shall oversee administration and operations of the Manchester Township Division of Emergency Services and perform the duties described within the job description and/or applicable law for the position and all other duties as may be assigned by the Township in its sole discretion through or by the Chief of Police, Mayor and/or governing body.
- B. The term of this Agreement shall be from the above date through December 31, 2025. The Director shall serve until the occurrence of any one of the following events: i. expiration of this Agreement, unless renewed; ii. the Director's termination in accordance with this Agreement or applicable law; iii. termination for cause; iv. non-renewal; v. elimination or consolidation of the position; vi. reasons of economy or efficiency as determined solely by the Township; vii. suspension, loss or limitation placed upon any license, certification or qualification of the Director by Federal, State or local agency, authority, Court or forum; or, viii. retirement.
- C. Except as otherwise specified within this Agreement or by operation of law, all other rights, entitlements and decisions remain vested in, and subject to the discretion of, the Township. The Director shall adhere to all policies, procedures and directives of the Township which the Township may revise, amend or change in its discretion.

II. Salary & Schedule

- A. The Director shall receive an annual gross salary per calendar year as follows:

2021	\$97,500
2022	\$110,000
2023	\$117,000
2024	\$123,000

2025	\$129,000
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- B. Payment of the stated annual salary shall be adjusted to reflect the actual number of pay periods within a given calendar year (26/27 pays). The Director's 2021 salary shall be pro-rated based on the number of hours and pay periods remaining within the year as of his actual start date. The Director's work week shall consist of forty (40) hours scheduled during a seven (7) day period of time. Days and hours will be flexible as needed, at the discretion of the Chief of Police, to ensure the responsible operation of the Division of Emergency Services. A work day shall be up to ten (10) consecutive hours a day as determined by the Chief of Police. Annual work hours shall be 2080 hours per year. Overtime shall be time worked in excess of forty (40) hours per work week. All overtime shall be at the discretion of, and must be approved in writing in advance by, the Chief of Police. There shall be no pyramiding of overtime and other premiums. The annual salary shall be subject to standard deductions and contribution requirements and paid in accordance with standard payroll practices including healthcare or other contributions required by law.
- C. The workweek shall commence at 0001 hours Sunday and end at 2400 hours the following Saturday. A day is a twenty-four hour period starting at 0001 hours and ending at 2400 hours.
- D. Call-in consists of a situation in which the Director is required to report for duty by the Chief of Police in the case of an emergency. When, in the opinion of the Chief of Police, the situation for which the Director was originally called in is completed, the Director will receive a minimum of three (3) hours pay at the rate of one and one-half (1 ½) times the base hourly wage regardless of actual time worked if less than three (3) hours, but may be required to remain on duty for the entire time paid.

III. Sick Leave

- A. The Director shall be credited with one hundred and twenty-eight (128) hours of sick leave per calendar year in anticipation of continued employment through the end of the calendar year; otherwise, sick leave will be pro-rated based on the number of months served by the Director and the amount of sick leave used by the Director during that calendar year. The benefit year shall be based on a calendar year. The first forty (40) hours of sick leave time in a given calendar year may be used in accordance with and subject to the limitations and requirements stated in the New Jersey Paid Sick Leave Law, N.J.S.A. § 34:11D-1, et. seq., to the extent not otherwise modified by this contract or Township policy. Blackout dates include all holidays, the day before and after a holiday and other dates identified annually by the Township. Sick leave use is subject to Township policy(ies). Sick leave is also subject to the provisions of N.J.S.A. 40A:9-10.4 (P.L. 2010, c.3). The Township may require proof of illness which shall comply with Township policy(ies). The Township shall reimburse the Director for the co-pay for the doctor's office visit to obtain the proof of illness. The Director shall be subject to examination by a healthcare provider designated by the Township.

- B. Any sick leave used but unaccrued prior to termination of the Agreement shall be deducted from the final pay.
- C. Unused sick leave shall accumulate year after year with a cap of 183 days.
- D. Time off shall not be granted or paid in connection with an unpaid suspension, absence, sickness or injury due to criminal conduct, moral turpitude, intoxication or impairment (other than job protected leave), use of unlawful narcotics, abuse of prescription or narcotics.

IV. Holidays and Personal Days

- A. The following are recognized holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- B. The Director shall receive ten (10) hours of pay at straight time for holiday regardless if the Director is working or not. In addition, if the holiday falls on a scheduled work day for the Director, the Director will be paid at time and one-half (1 ½) the hourly rate for each hour worked. If the holiday falls on the Director's day off and the Director is called in for overtime, the Director will get paid at the rate of two (2) times the Officer's hourly rate in addition to holiday pay at straight time for the hours of the Director's regularly assigned shift at the time of the Holiday. If the Director is needed to work overtime after his scheduled time on a holiday, he will get paid at the rate of two (2) times the Director's hourly rate in addition to hourly straight time pay.
- C. The Director must work the regularly scheduled day before and after a holiday in order to receive holiday pay unless the Director is in-pay status and has received advance written approval for use of paid time off from the Chief of Police.
- D. For the calendar year commencing January 1, 2021, the Director shall receive fifty (50) hours of paid personal time for personal use. Effective January 1, 2022 the Director shall receive forty (40) hours of paid personal time per year for personal use. Personal days shall be requested and approved by the Chief of Police five (5) days in advance. The Township recognizes that unexpected emergencies do arise and will waive the five (5) day notice requirement for an emergency. Personal days shall not accumulate from year to year.
- E. Personal days under this contract shall be pro-rated based on the term of the Agreement and prior use by the Director during the current calendar year.

V. Vacation

- A. The Director shall accrue vacation leave on January 1st of each year in anticipation of employment through the year as follows:

YEAR	HOURS
2021	160
2022	160
2023	200

2024	200
2025	200

- B. In the event the employment terminates, the Director shall only be entitled to pay for those vacation hours actually earned up to their termination date, on an annual pro-rated basis.
- C. The Director must use their accrued vacation leave by the end of the calendar year. Any request to carry over of accrued, unused vacation leave which remained unused based on business necessity must be submitted in writing to the Business Administrator for approval no later than December 15th of each calendar year or shall be subject to forfeiture. However, vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Township until, pursuant to a plan established by the Township, the leave is used or the Director is compensated for that leave, at the Township's discretion.
- D. Effective Jan 1, 2021, the Director shall be entitled to cash out up to forty (40) hours of vacation leave annually, payable at the current rate of pay. Notifications of the intent to cash out vacation leave shall be made in writing to the Business Administrator by December 1st of the year of accumulation.
- E. The Director shall not be permitted to take more than three (3) consecutive weeks of vacation unless approved by the Chief of Police.
- F. Any unused but unaccrued paid vacation time shall be deducted from the Director's final pay check.

VI. Health & Life Insurance

- A. The Director may elect Health Insurance and related coverage for single coverage subject to premium contributions towards medical, prescription and dental benefits at the applicable percentage of premium contribution as contained within the contribution schedules listed as Tier IV of P.L. 2011 Chapter 78 ("premium contribution"). In the event the Director elects coverage other than single coverage, the Director shall be responsible for all differences in premium costs for the coverage in addition to the premium contribution for the selected coverage.
- B. The Township shall maintain at no cost to the employee a ten thousand (\$10,000) dollar life insurance policy.
- C. The employer agrees to reimburse the employee toward the purchase of eyeglasses and examination by a recognized optometrist of the employee's selection. The employer shall reimburse all current eligible employees to \$200.00 per year.

- D. The coverage for orthodontics shall be \$1,500.00
- E. In the event the Director does not return to work upon expiration of an approved leave of absence, the Director shall be responsible for reimbursing the costs of healthcare premiums paid for by the Township for the benefit of the Director during the approved leave of absence. Any amount due may be deducted from any sums due the Director from the Township.

VII. Liability Protection

The Township shall maintain in effect public liability insurance, in an amount adequate to protect the Director against damage awards granted in negligence, malpractice, and maintain in effect liability insurance in the amount to adequately protect the Director against claims for compensatory damage arising out of alleged negligence, medical malpractice and similar torts. Coverage is provided in instances where the Director is a defendant to a civil action based on events arising out of and directly related to the lawful exercise of the assigned official duties. Upon written request from the Director, the Township shall furnish written evidence of the liability policies in effect.

VIII. Clothing Allowance

- A. The Township shall provide the required uniform, clothing, and safety equipment. Worn uniforms shall be replaced upon the approval of the Chief of Police.
- B. The Director may wish to have dry cleaning provided by the Township, shall take his/her uniform to the dry cleaner selected by the Township, according to the municipal bid procedure.
- C. In the event any or all of the present uniform is changed, such changes shall be done by the Employer.
- D. The Township retains the absolute right to select all uniforms and equipment.

IX. Resignation, Suspension or Removal

- A. In the event of voluntary resignation, the Director shall provide at least thirty (30) days written notice to the Chief of Police and the Business Administrator prior to the effective date of the resignation.
- B. The Director shall not be disciplined, discharged or reduced in rank without just cause. Discipline will bear a direct relationship to the nature and severity of the offense.
- C. The Chief of Police may suspend the Director with or without pay depending upon cause. In the event the Director is charged criminally, the suspension shall commence upon service of charges and shall be without pay.
- D. In other instances, at a minimum, the Chief of Police may suspend the Director

with pay or place the Director on a paid administrative leave pending final disciplinary action including but not limited to termination of employment.

- E. The Township and Director may agree upon other mutually acceptable means to separate the Director from employment.

X. Emergency Services Conferences/Continuing Education/Memberships

- A. The Director shall be permitted to attend and be compensated, at his regular salary, any school, seminar or conference conducted up to five (5) business days on the topics of Emergency Medical Services, Fire Department Operations, or supervisory in nature totaling one (1) per calendar year, all expenses such as travel, room, food, tuition, books, or any other charges connected with the educational program/conferences shall be borne by the Township for class that are held which are not reimbursable by another employer. Any additional requests to attend other conferences, schools or courses outside the State of New Jersey will be presented to the Mayor and Business Administrator by way of memorandum for review and approval by the Township Council. In no event shall the Township be required to pay or reimburse the Director for expenses of any class, course, school or educational program unrelated to Emergency Services activities.
- B. As required by the Job Description of Emergency Services Director, the Director agrees to maintain the New Jersey Department of Health Mobile Intensive Care Paramedic, as such the Township will reimburse the Director of Emergency Services for all necessary and required educational and continuing education course to maintain certification for the life of this contract provided it is not reimbursable through another employer or other means.

XI. Use Of Township Vehicle

The Township agrees to supply the Director of Emergency Services with an unmarked emergency response vehicle to be used for emergency services work in accordance with the Township policy. Specifically, the Director of Emergency Services is permitted to use the vehicle to and from the Township and his personal residence, as well as in the course and scope of his work duties. The Director shall be responsible for taxable consequences connected with same.

XII. Reappointment

In the event the Township does not notify the Director in writing no less than 20 days prior to the end of the Director's appointment, this Agreement shall terminate without further or additional notice, cause or obligation. In the event the Director is not re-appointed, or is terminated from employment, he/she will be entitled to their current salary during the 20 day notice period.

XIII. Entire Agreement; Forum Selection; Choice of Law

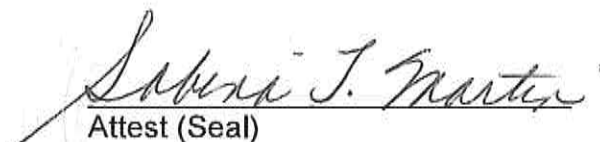
This Agreement constitutes the entire Agreement between the Director and the Township. No other document, representation or statement of any kind (oral or written) can be relied upon unless it is contained within this Agreement. Any lawsuit regarding any term or condition of this Agreement shall be brought within the State of New Jersey within Ocean County (or the vicinage covering Ocean County) and apply New Jersey State law.



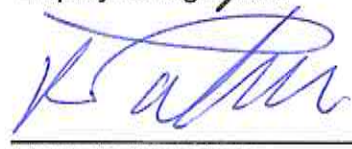
Witness



Employee Signature



Attest (Seal)



Mayor's Signature