

EMPLOYMENT AGREEMENT BETWEEN
THE TOWNSHIP OF FRANKLIN AND

Brian Zimmer

TO SERVE AS CHIEF OF POLICE

November 11, 2015

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PREAMBLE

This Agreement, entered into by and between Brian Zimmer (hereinafter the "Employee") and the TOWNSHIP OF FRANKLIN (hereinafter the "Township"), all of which are collectively referred to hereinafter as the "Parties".

WHEREAS, the Employee has been employed by the Township as a Police Sergeant and was appointed Officer-In-Charge on July 13, 2015;

WHEREAS, the Township seeks to secure the services of the Employee as Chief of Police and to promote the Employee from his present position to the position of Chief of Police.

1. **Term:** It is understood that the term of the Chief's employment is indefinite as fixed by the laws of the State of New Jersey. It is the intention of the parties that this Agreement governs not the term of the Chief's employment, but the conditions of employment during the period described above.

2. **Compensation:** The Employee's annual salary shall be as follows:

- a. November 11, 2015 - will earn \$112,621.50 annually, to be paid over 26 pays.
- b. January 1, 2016 - will earn \$114,873.93 annually, to be paid over 26 pays.
- c. January 1, 2017 - will earn \$117,171.41 annually, to be paid over 26 pays.
- d. January 1, 2018 - will earn \$118,928.98 annually, to be paid over 26 pays.
- e. January 1, 2019 - will earn \$120,712.91 annually, to be paid over 26 pays.

The Employee is not eligible for any overtime for work performed for the Township, but is eligible for third-party overtime only, at his overtime rate (annual salary plus college incentive divided by 2,080 and multiplied by 1.5). At no time will the Employees annual salary be less than five percent (5%) higher than that of the highest paid ranking Officer within the department.

3. **Duties:** The duties of the position of the Chief of Police are as defined in N.J.S.A. 40A:14-118 and the Township of Franklin Police Rules and Regulations. The Chief of Police shall administer and enforce the Rules and Regulations of the Police Department and any special emergency directive for the disposition and discipline of the Department and its members and officers; Have, exercise and discharge the functions, powers and duties of the Police Department; Prescribe the duties and assignments of all members and officers; Delegate such authority as may be deemed necessary for the efficient operation of the Police Department to be exercised under the Chief's direction and control; and Report at least monthly to the Appropriate Authority in such form as shall be prescribed on the operation of the Police Department during the preceding month and make such other reports as may be requested by the Appropriate Authority. (N.J.S.A. 40A:14-118). The Employee's duties are delineated in the job description and shall include other duties and responsibilities as the Township Administrator and/or the Township Committee shall formally designate from time to time. The Chief will be required to wear a police uniform at such times dictated by the Township Committee or the Administrator.

4. **Personal Days:** The Employee shall be entitled to six (6) personal days per year. Requests for a personal day shall be made not less than one (1) day in advance and is subject to approval by

the Township Administrator. Personal days are not cumulative in nature and will only be carried over at the discretion of the Employer.

5. **Sick Days:** The Employee shall be entitled to twelve (12) paid sick days per year. The Employee shall be permitted to sell back up to ten (10) unused sick days accumulated per year. Employee shall not be reimbursed for earned unused sick leave at the time of resignation or termination of his employment. However, in the event the Employee retires from his employment in accordance with the provisions of the applicable pension program, he will be entitled to payment for accumulated unused sick leave at the time of retirement up to sixty (60) days, with a maximum dollar amount of \$15,000.

6. **Death Clause:** In the event of the Employee's death while in the performance of his duties as the Chief of Police, the Township of Franklin shall pay to the beneficiary designated by the Employee his full salary for a period of six (6) months, the employee's catastrophic sick bank time will be paid out after this six month period along with all earned and unused sick, vacation and compensatory time.

7.

8. **Disability:** The Employer will contribute to the New Jersey State Disability Fund on behalf of the Employee.

9. **Vacation Days:** The Employee shall be entitled to the following vacation days per year in accordance with the accrual schedule below:

- After three (3) to fifteen (15) years of service – 21 days (168 hours equaling but not exceeding);
- After fifteen (15) years of service – 25 days (200 hours equaling but not exceeding);
- After twenty years of service – 28 days (224 hours equaling but not exceeding).

The Employee shall be permitted to sell back up to eighty (80) hours of vacation time per year. Employee must obtain prior approval from the Township Administrator prior to scheduling vacation days.

10. **Medical:** When available, for the safety and well-being of the officers, they shall receive vaccinations such as; Hepatitis C, etc. which are medically proven effective at the Township's expense to the extent not covered by insurance.

11. **Medical Benefits:** The Township of Franklin will provide medical insurance coverage, including pharmaceutical coverage, to the Employee and eligible dependents' in accordance with the minimum premium cost sharing provisions as set forth in the Agreement Between the Township of Franklin, Gloucester County, New Jersey and the New Jersey State Policemen's Benevolent Association, PBA Local 122, executed on June 25, 2012 (or most current), under the Article "Medical Benefits."

- a. The Employee Co-Payments for prescription drugs shall be: \$10.00 for generic prescriptions and \$20.00 for brand name prescriptions.
- b. Retired Medical Benefit: The Township of Franklin will provide the Officer/retiree upon his retirement with a minimum of twenty-five (25) years of credited service with the Police and Fire Retirement System (PFRS) and a minimum of 20 years as a police officer in Franklin Township, with continued health insurance and prescription coverage for the

Officer/retiree and spouse at the Township of Franklin's expense, with benefits equal to those of active officers. Both the terms of the benefit coverage and the requirements for any premium sharing shall be identical to that of active officers. The Officer/retiree and the spouse shall retain such coverage unless the officer/retiree or the spouse obtains comparable coverage from another employer. The coverage shall continue until the Officer/retiree and/or spouse reaches age 65, at which time Medicare shall become primary and the Township of Franklin's coverage secondary for the officer/retiree and/or spouse. The officer/retiree shall have the option of purchasing additional coverage for dependents. The cost of such additional coverage shall be fully paid by the retiree. The retiree shall continue to be eligible to "opt-out" of health insurance plan pursuant to the Article XIII (F) of the CBA. If the Officer suffers a disability which causes termination of employment as a result of a disability retirement, that Officer and family will be eligible for medical benefits equal to that of active officers as provided above. The Township of Franklin will provide the Officer/retiree upon his retirement with a minimum of twenty-five (25) years of credited service with the Police and Fire Retirement System (PFRS) and a minimum of 20 years as a police officer in Franklin Township, with continued dental benefits upon retirement. The coverage will be for the officer/retiree only, with the same plan details as active officers except with a \$1000.00 limit and no orthodontics. The officer/retiree will have the ability to separately purchase dental benefits for dependents at the officer/retiree expense. The Township is currently enrolled in the South Jersey Health Insurance Fund (HIF) which does have the ability to do split billing. The HIF can bill the Township for single coverage for the officer/retirees and send a bill to the officer/retiree for the difference in premium to cover their dependents. (Township reserves the right to change enrollment in South Jersey Insurance Fund to another fund and split billing may not always be available). There will also be an increase in premium to cover the additional administrative burden of billing direct, which will be responsibility of the officer/retiree.

- c. **Eyewear Plan:** The Township of Franklin will pay eighty (80%) percent of what the medical insurance does not cover for prescription eyewear.
- d. **Change in Plans:** The Township of Franklin reserves the right to change plans or carriers or to self-insure as long as benefits are substantially equal in the aggregate. Whenever a change is anticipated, the Employee shall be so informed and shall have the right to state his view.
- e. **Employee Opt-Out:** The Township of Franklin agrees to allow the Employee to opt out of the health insurance plan in return for cash reimbursement in the amount of \$3,700.00. If the Township of Franklin votes to increase this opt-out benefit for unrepresented employees, there will be an automatic increase to that amount for the Employee. The cash reimbursement will be paid out in an end of year payment. The Employee must make a request in writing along with proof of the other insurance, by the first pay period in December of the year preceding the proposed election. However, the employee who meets the statutory requirements will be permitted to opt-in or out during the calendar year, with any opt-out payment being prorated accordingly. Health insurance opt out payment will be issued in a check separate from the employee's normal payroll check in accordance with the employee's IRS Form W-4.
- f. **Flexible Spending Account:** The Township of Franklin agrees that the Employee is eligible to participate in the Township of Franklin's Flexible Spending Account 125 Plan

in accordance with the terms and conditions of the Plan, a copy of which will be provided to each employee annually. The Employee premium cost sharing payments as required under this Plan shall be made on a pre-tax basis, through a payroll deduction, under the Township of Franklin's Flexible Spending Account 125 Plan.

11. **Exempt Employee:** The Chief of Police for the Township of Franklin is a management position and as such, the Employee cannot have a standard set of hours of employment to effectively meet the responsibilities of that position. Both the Township of Franklin and the Employee understand this premise and agree that the Employee is an "exempt employee" under the "Fair Labor Standard Act" for the purposes of overtime and compensatory time. Accordingly, the Township and Employee agree there will be no compensation time or overtime pay for any hours worked above and beyond the 40 hour work week, performed by the Employee and the total compensation due the Employee is contained in and in accordance with the terms of this document. The Employee shall devote his best full time efforts to faithfully perform the duties and responsibilities of Chief of Police.

- a. The Chief of Police shall not be employed by any other person or entity during his employment. He shall devote his full time efforts to the position and the mission of the department.
- b. The Employee shall, as required by the Township Administrator, attend various Township functions including, but not limited to:
 - Normal duty hours are Monday through Friday 8:00 am to 4:00 pm
 - Committee meetings (2nd and 4th Tuesday of the month).
 - Special sessions held by Township Committee
 - Community Day (the Saturday after Labor Day).
 - Any other Community function the Township Committee and/or Township Administrator thinks is appropriate for the Chief of Police to be in attendance (Town Watch, DARE, etc).
- c. The Employee is a salaried management position and the needs of the position may, from time to time, exceed (40) hours per week. It is not, however the expectation that the employee work greater than (40) hours per week but rather that the employee will adjust hours from week-to week so as to approximate an average (40) hour work week.

12. **Mileage Reimbursement:** The Employer shall assign a Township vehicle to the Employee, said vehicle shall be used for the purpose of traveling to and from the Township or for any other Township related business necessary for the effective and efficient execution of the Employee's duties and responsibilities. Whether a particular use of the Township vehicle is for "related business" under this agreement shall be determined by -the Appropriate Authority. The Employee agrees, if and when it is necessary, to utilize his personally owned vehicle (POV) for such related business use. The mileage reimbursement for related business use of the employee's POV will be in accordance with the Internal Revenue Service Code, Section 162, Mileage Reimbursement Allowance Rate, and future adjustment made thereto. "Related Business Use" and when it is necessary shall be defined by the Appropriate Authority.

13. **Township Owned Equipment, Travel and Professional Development:** If the Township in its sole discretion assigns various pieces of equipment (i.e. cellular phone, PDA, laptop etc.), such equipment shall be used only for the purposes of Township related business, the

determination of related business shall rest solely with the Township Administrator. Employee is responsible for the care and security of any such devices and shall reimburse the Township for any loss or damages while in employee's control. Any travel undertaken on behalf of the Township shall be in accordance with the travel policy of the Township of Franklin in effect at that time and shall be with the prior approval of the Township Administrator. The township shall, as it deems necessary, at the discretion of the Township Administrator, provide for the opportunity for the employee to attend various courses, conferences and seminars, including college credit courses, to advance the employee's knowledge and expertise. Said attendance shall not be charged against any personal or vacation time off so long as it has been approved in advance by the Township Administrator.

14. **Union Membership:** The Parties acknowledge and agree that the Employee's duties and responsibilities as Police Chief are potentially inconsistent with his being a member of the bargaining unit represented by the PBA Local 122 and/or being covered by the Collective Bargaining Agreement between the PBA Unions and the Township. The Employee may, however, maintain membership in the PBA (or FOP) and may attend social functions and activities but will otherwise not participate in any PBA (or FOP) activities which conflict with the Employee's position as Chief of Police or with the interests of the Employer.

15. **Termination:** The Employee and the Township agree to the expectation that the Employee will continue in his duties as Chief of Police until retirement, unless the parties mutually agree otherwise. The Employee may, however, terminate this Agreement upon 45 Calendar day's written notice to the Township Administrator. In the event the Employee fails to provide 45 day notice he shall be subject to the following:

- a) loss of all accrued Vacation Time
- b) loss of all accrued Sick Time
- c) loss of all accrued Personal Time
- d) Be required to repay any money the Township spent on Professional Development/Education during the preceding 12 months.

16. **Retirement:** The Employee, upon retirement, in accordance with the provisions of the PFRS, will be entitled to accumulated sick, vacation and compensatory time as noted in this Agreement.

17. **Death Benefits:** The Employee shall be permitted up to a maximum of five (5) consecutive calendar days, one of which will be the day of death or day of funeral, in the event of death of an immediate family member without the loss of regular straight time pay. For the purpose of this section, immediate family is defined as father, mother, brother, sister, spouse, children, mother-in-law, father-in-law and domestic partner as defined by New Jersey Law.

18. **Notices:** Any notice required or desired to be given under this Agreement shall be deemed given if in writing sent by certified mail to his residence in the case of the Employee or its principal office in the case of the Employer.

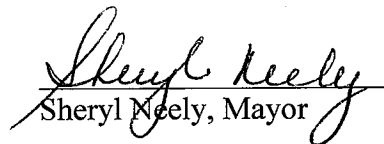
19. **Waiver of Breach:** The waiver by the Employer of a breach of any provision of this agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee.

20. **Extension of Agreement:** By mutual consent, the parties may agree to an extension of this Agreement and/or the provisions of retirement as provided in the Preamble.

21. **Entire Agreement:** This Agreement contains the entire understanding of the parties and may not be changed orally but only by Agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. In the event that any term or provision of this agreement shall be deemed unlawful or inconsistent with any governmental law, rule or regulation, in whole or in part, such provision shall not void the entirety of this agreement and all lawful terms hereof shall remain unaffected by any lawful term or provision thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on


Brian Zimmer, Police Chief


Sheryl Neely, Mayor