

## **AGREEMENT**

**THIS AGREEMENT** made this 1<sup>st</sup> day of August, 2015 by and between the **TOWNSHIP OF CLARK**, County of Union, a municipal corporation of the State of New Jersey, (hereinafter referred to as the “Township”) and **PEDRO MATOS** (hereinafter referred to as the “Chief of Police.”)

### **ARTICLE I**

#### **DUTIES AND RESPONSIBILITIES OF POLICE CHIEF**

. Effective August 1, 2015, Pedro Matos shall be appointed Chief of Police for the Township and shall be responsible for the police departments/divisions within the Township pursuant to State law, and ordinances, regulations and policies of the Township and/or other applicable laws which govern said position, and shall perform the duties/responsibilities inherent in being the Chief of Police, including, but not limited 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) 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 as directed to the Mayor or his designee concerning the operation of the police force.

Pedro Matos serves in said position at the pleasure of the Mayor pursuant to applicable provisions of State law and Township ordinances.

## ARTICLE II

### COMPENSATION

As the appointed Chief, the annual compensation shall be as set forth in the Salary Ordinance for Township Personnel. The salary range for Chief of Police is \$100,000 to \$200,000. Effective August 1, 2015 and forward, the annual base salary for the Chief shall be 10% over the base salary of a Captain. There shall be additional compensation for longevity and college incentive pay beyond the annual base salary amounts set forth herein which shall be paid as all compensation is normally processed by the Township.

The Chief of Police, in addition to annual base salary is shall be entitled to the following:

- a) Holidays – Included in base pay.
- b) Vacation - The Chief shall be entitled to 28 working days vacation per year which normally shall be used in the year of entitlement. If the Chief is unable to use all of his vacation in the year of entitlement, he may carryover the unused portion to the next calendar year only, provided he has given adequate notice to the Mayor or his designee of the reason for

carryover and has received approval from the Mayor or his designee for such carryover.

- c) Clothing Allowance – Included in base pay. The Chief shall normally be in uniform during working hours, subject to the discretion of the Mayor or his designee to waive the requirement to wear the uniform.
- d) Personal Days – Entitled to 3 days per year.

### **ARTICLE III**

#### **WORK WEEK**

The Chief of Police shall work a five (5) day, forty (40) hour per week work schedule, which normally shall be Monday through Friday. The Chief of Police is on duty as necessary seven days a week, 24/7, whereby his employment is of such level that it is not subject to the overtime provisions of the Fair Labor Standards Act. Subsequently, the Chief shall not be eligible for overtime either in cash or in the granting of compensatory time.

### **ARTICLE IV**

#### **LEAVE OF ABSENCE, SICK LEAVE AND OTHER LEAVE**

Sick leave is hereby defined to mean absence from post-of-duty of an employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family who is seriously ill requiring the care of such employee, or absence caused by death in the immediate family of such employee. A certificate of a reputable physician in attendance shall be required as sufficient proof of need of leave of absence of the employee or the need of the employee's attendance upon a member of the employee's immediate family. In

case of leave of absence due to contagious disease, a certificate from the Department of Health shall be required prior to return to duty. In case of death in the family of the employee, any reasonable proof required by the Mayor or his designee shall be sufficient. The term "immediate family" is limited to the employee's spouse, child, grandchild, parents, grandparents, brothers, sisters or a relative who is part of the household.

The Mayor or his designee may, at their discretion, require a certificate from a physician as sufficient proof of the need for sick leave or of the ability to return to work upon termination of the reason for sick leave usage. Such certificate shall be provided by the Chief at no cost to the Township.

The Chief shall receive fifteen (15) sick days per calendar year.

The accumulation of sick time compensation shall be as set forth in Local 125 PBA contracts, now in place and all future contracts, unless amended through this document.

If the Chief sustains an illness that causes an extended absence beyond the accumulated sick leave bank, the Township may, at its discretion, adopt an ordinance pursuant to the authority set forth in N.J.S.A. 40A:14-137 granting the Chief up to one-year leave of absence with pay.

## ARTICLE V

### INSURANCE

The Chief of Police shall receive all medical and health insurance benefits, including retiree benefits, provided to other Officers in the Police Department under the terms of the contract between the Township and PBA Local 125 as those terms may be modified from time to time by virtue of new collective bargaining agreements or other agreements between the Township and the PBA.

## **ARTICLE VI**

### **USE OF TOWNSHIP VEHICLE**

The Chief of Police shall have the right to use a Township vehicle in accordance with the policy of the Township on personal use and maintenance of municipal vehicles.

## **ARTICLE VII**

### **ADDITIONAL FRINGE BENEFITS**

The Chief of Police shall be entitled to the additional fringe benefits of Funeral Leave, Leave of Absence and Personal Days in accordance with the terms of the contract between the Township and PBA Local 125, and the Chief shall be entitled to any benefits under the personnel policies of the Township not specifically set forth in this contract.

## **ARTICLE VIII**

### **SEPARABILITY**

If any provisions of this Agreement or any applications of this Agreement to the parties herein are held to be invalid by operation of law by any court or any other tribunal of competent jurisdiction, then such provision and application shall be deemed inoperative. However, all other provisions and applications contained herein shall continue in full force and effect and shall not be effected thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the authorized officials and seals thereto affixed, the day and year first written above.

The parties to this Agreement do hereby agree by their signature below that this Agreement represents the complete and full understanding between the parties for the period commencing August 1, 2015 until Pedro Matos ceases to serve as the Chief of Police (unless altered by a written document executed by both parties).

ATTEST:

CLARK TOWNSHIP  
A Municipal Corporation of  
the State of New Jersey

By: Edith L. M. M. M.

By: Salvatore Bonaccorso  
Salvatore Bonaccorso, Mayor

ATTEST:

CHIEF OF POLICE

By: Dexna Maysueco

By: Pedro Matos  
Pedro Matos