

AGREEMENT

THIS AGREEMENT made April 1, 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 **CAPTAIN VINCENT CONCINA**.

ARTICLE I

DUTIES AND RESPONSIBILITIES OF POLICE CAPTAIN

A Captain in the Police Department for the Township is under the supervision of the Chief of Police and is responsible for the direction of subordinates engaged in activities of the Department that are intended to provide assistance and protection for persons, safeguard properties, assure observance of laws and apprehend law breakers; and to perform such other duties and responsibilities associated with and inherent in being a Captain of Police as directed by the Chief of Police pursuant to State Statutes, Ordinances, Regulations and Policies of the Township and other applicable laws which govern the position of Captain.

A Captain serves in said position pursuant to applicable provision of State Statutes, Civil Service Rules and Regulations and Policies and Procedures of the Clark Police Department.

ARTICLE II

COMPENSATION

Commencing April 1, 2015, the annual base salary for Captain Concina shall be 10% over the base salary of a Lieutenant. Said compensation shall be paid in accordance with all

other compensation. The salary will be computed annually by the Finance Office with the approval of the Business Administrator.

In addition to the Annual Base Salary calculated as set forth herein, Captain Concina shall receive the following additional items of compensation:

- a) Longevity – Calculated and paid in accordance with the terms of the contract between the Township and PBA Local 125.
- b) Holidays – Included in base pay.
- c) Vacation – Captain Concina shall be entitled to vacation time as set forth in the contract between the Township and PBA Local 125.
- d) Clothing Allowance – Included in base pay.
- e) College Incentive Pay – Calculated and paid in accordance with the terms of the contract between the Township and PBA Local 125.
- f) Personal Days – Entitled to 3 days per year.
- g) Sick Leave – The accumulation of sick time shall be in accordance with the terms of the contract between the Township and the PBA Local 125.
- h) Terminal Leave – As set forth in the contract between the Township and PBA Local 125.

ARTICLE III

WORK WEEK

Captain Concina shall work a five (5) day, forty (40) hour per week work schedule, as determined by the Chief consistent with the proper management and efficient operation of the Department. The Captain is on duty as necessary seven days a week, 24/7 and his employment is of such a level that it is not subject to the overtime provisions of the Fair Labor Standards Act.

Therefore, the Captain shall not be eligible for overtime either in cash or the granting of compensatory time.

ARTICLE IV

INSURANCE

Captain Concina 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 negotiations agreements or other agreements between the Township and the PBA.

ARTICLE V

USE OF TOWNSHIP VEHICLE

Captain Concina shall have the right to use a Township vehicle in accordance with the policy of the Township as to personal use and maintenance of municipal vehicles.

ARTICLE VI

ADDITIONAL FRINGE BENEFITS

Captain Concina shall be entitled to the additional fringe benefits of Funeral Leave and Leave of Absence in accordance with the terms of the contract between the Township and PBA Local 125. Captain Concina shall be not entitled to benefits under the personnel policies of the Township unless specifically agreed to in writing signed by the Mayor and Captain Concina.

ARTICLE VII

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 April 1, 2015, until VINCENT CONCINA ceases to serve as the Captain of the Township of Clark Police Department (unless altered by a written document executed by both parties).

ATTEST:

CLARK TOWNSHIP
A Municipal Corporation of
the State of New Jersey

By: Donna Mazzucco

By: [Signature]
Sal Bonaccorso, Mayor

ATTEST:

CAPTAIN

By: Donna Mazzucco

By: [Signature]
Vincent Concina

