

CONTRACT OF EMPLOYMENT
BY AND BETWEEN
CHIEF LOUIS J. BORDI,
DEPUTY CHIEF WILLIAM DONNELLY
AND
THE TOWNSHIP OF VOORHEES



AGREEMENT

THIS AGREEMENT made and entered into this ____ day of November, 2017, by and between the **TOWNSHIP OF VOORHEES**, a municipal corporation of the State of New Jersey, hereinafter referred to as "Township" and **POLICE CHIEF LOUIS J. BORDI**, hereinafter referred to as "Chief" and **POLICE DEPUTY CHIEF WILLIAM DONNELLY**, hereinafter referred to as "Deputy Chief".

WITNESSETH:

WHEREAS, the Chief and Deputy Chief have been recognized by the governing body of the Township as bargaining agents for themselves and negotiations have been pursued in accordance with the provisions of Chapter 303 of the Public Laws of 1968, and the parties hereto, desiring to reduce their understandings to written form:

NOW, THEREFORE, in consideration of the mutual promises and agreements by the parties hereto, it is mutually agreed as follows:

ARTICLE 1: TERM

The term of this agreement shall be January 1, 2018 to December 31, 2021.

ARTICLE 2: RECOGNITION

The Township hereby recognizes the Chief and Deputy Chief as their own exclusive bargaining representatives.

ARTICLE 3: HOLIDAYS

The Chief and Deputy Chief shall be entitled to fourteen (14) holidays for each calendar year covered under this contract. The Chief and Deputy Chief are entitled to "sell back" a maximum of ten (10) holidays in each year of the contract.

ARTICLE 4: VACATIONS

The Chief and Deputy Chief shall be entitled to a minimum of twenty-two (22) vacation days for each calendar year covered under this contract, but shall never be entitled to fewer vacation days than other bargaining units of the Police Department. The Chief and Deputy Chief are entitled to "sell back" a maximum of five (5) vacation days in each year of the contract.

ARTICLE 5: RETIREMENT

The Deputy Chief shall retain all pension rights available to him under the applicable laws of the State of New Jersey, and the Ordinances of the Township.

ARTICLE 6: SALARY

The base salary for the **Chief of Police** shall be:

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
\$225,535.00	\$225,535.00	\$225,535.00	\$225,535.00

The Chief shall exclusively be the Director of Fire and Emergency Services for the Township of Voorhees, for the duration of this contract.

The base salary for the **Deputy Chief of Police** shall be:

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
\$150,644.00	\$153,657.00	\$156,730.00	\$159,865.00

ARTICLE 7: CLOTHING ALLOWANCE

The Chief and Deputy Chief shall be supplied with all necessary uniform and clothing.

ARTICLE 8: SICK TIME

The Chief and Deputy Chief shall be entitled to one hundred and twenty hours (120) of sick leave per year. Any amount of sick leave allowance not used in any calendar year shall accumulate to the Chief's and Deputy Chief's credit from year to year to be used if and when needed for such purpose. Sick leave shall not be charged to the Chief or Deputy Chief when the Township is reimbursed for their salaries by worker's compensation. Township reserves the right to require acceptable medical evidence substantiating the illness.

The **Chief** shall, upon retirement, be reimbursed by the Township in a cash payment for Twenty-five percent (25%) of his accumulated sick leave hours up to a maximum of 250 hours. All sick pay under this provision shall be forfeited if the Chief seeks and obtains a retirement, a deferred retirement or retires to obtain other employment during the duration of this Contract.

The **Deputy Chief** shall, upon retirement, be reimbursed by the Township in a cash payment for twenty-five percent (25%) of his accumulated sick leave hours. The Deputy Chief may elect whether to receive this payment in a lump sum at retirement or extend it over a number of years. Prior to retirement, the employee will notify the Township on how they would prefer the payout to occur.

ARTICLE 9: HEALTH BENEFITS

All health benefits presently in effect at the beginning of this contract will remain in full force and effect. Both the Township and the Deputy Chief recognize the ever-increasing cost of medical benefits and the need to continuously pursue alternative methods of providing health care coverage. The Township retains the right to change provider networks, claims agents, and insurance mechanisms (fully insured versus health insurance fund, e.g.).

The Chief and Deputy Chief will contribute to the cost of health benefits in accordance with the provisions of Chapter 2 of the Laws of 2010, Chapter 78 of the Laws of 2011 and all other applicable State law and mandates.

The Township and the Chief / Deputy Chief incorporate the existing ordinance and coverage providing medical benefits to any employee who retires from the Township of Voorhees and has completed twenty-five (25) years of service within the pension system as outlined the provisions of Chapter 88 P.L. 1974 as amended.

ARTICLE 10: COLLEGE CREDITS

The Chief and Deputy Chief will receive an annual payment of \$650.00 in recognition of a college degree in lieu of payment for college credits. Payment is to be made by December 31st annually.

ARTICLE 11: TRAINING AND EDUCATION

The Chief and Deputy Chief shall be entitled to reimbursement of up to three thousand dollars (\$3,000.00) annually for costs directly related to training. The Chief and Deputy Chief shall be entitled to reimbursement of the cost of up to 3 college courses per year in continuing education in the fields of administration and/or criminal justice.

ARTICLE 12: LEGAL REPRESENTATION

The Township shall keep in full force a Police Professional Liability Insurance Policy that shall provide for legal representation in civil cases.

The Township shall provide legal representative for the Chief and Deputy Chief if criminal charges are brought against him resulting from the performance of his duties, provided that:

1. The attorney is mutually agreed upon by the Township and the Chief or Deputy Chief;
2. The attorney's hourly fees are consistent with normal hourly fees charged in this area;
3. The hours spent in defending the Chief or Deputy Chief are reasonable in regard to the charge against him;
4. Any excess in numbers 2 and 3 is the responsibility of the Chief or Deputy Chief;

5. There is no conflict between the Chief and Deputy Chief's defense and the Township's best interests.

ARTICLE 13: DURATION OF CONTRACT

This Contract shall be effective January 1, 2018, and shall continue in full force and effect until December 31, 2021. If a new contract is not in effect as of January 1, 2022, all benefits contained this contract shall remain in force until a new contract is agreed upon.

The Township will incur no obligations nor make any expenditure under the terms of this contract unless said obligations or expenditures are in accordance with the laws of New Jersey. Said employees shall continue to receive those benefits administered by the State of New Jersey, Division of Pensions that were in effect at the termination of the previous contract.

ARTICLE 14: LIFE INSURANCE

The Township shall supply and cover the Chief and Deputy Chief with a \$15,000.00 life insurance policy.

IN WITNESS, WHEREOF, the parties hereto have affixed their hands and seals or caused their corporate seal to be affixed the day, month and the year first above written.

ATTEST:

TOWNSHIP OF VOORHEES

By Dee Ober
Dee Ober, Municipal Clerk

By Michael Mignogna
Michael Mignogna, Mayor

WITNESS:

By Chief Louis J. Bordi
Police Chief Louis J. Bordi

By D/C B-2 #3463
Police Deputy Chief William Donnelly