

AGREEMENT BY AND BETWEEN

THE CITY OF CLIFTON

AND

MARK CENTURIONE, POLICE CHIEF

THIS AGREEMENT, entered into this 4TH day of February, 2020, by and between the City of Clifton, a Municipal Corporation of the State of New Jersey (hereinafter referred to as the "City") and Mark Centurione, (hereinafter referred to as the "Police Chief"), hereby establishes the following terms and conditions of the employment for the position of the Police Chief. This Agreement represents the complete and final understanding on all bargaining issues between the City and the Police Chief.

WHEREAS, Mark Centurione was appointed Police Chief on May 1, 2016 and has been working without an employment contract since the date of his appointment; and

WHEREAS the parties have determined to set forth the terms and conditions of his employment as follows:

ARTICLE I
RESPONSIBILITIES OF THE POLICE CHIEF

Pursuant to the Laws of the State of New Jersey, the Code of the City of Clifton and the Clifton Police Department Rules and Regulations, the responsibilities of the appointed Police Chief shall include the following:

1. Conduct and manage the day-to-day operations of the Police Department;
2. Administer and enforce departmental rules, regulations and directives

regarding the disposition and discipline of the Police Department, its officers and personnel;

3. Have, exercise and discharge the functions, powers and duties of the Police Department;
4. Delegate such of his authority as he may deem necessary and proper for the efficient operation of the Police Department to be exercised under his direction and supervision;
5. Prescribe the duties and assignments of all subordinates and other personnel;
6. Prepare the Police Department Budget and submit proposals to the City Manager and Chief Financial Officer;
7. Give reports as allowed by law to the City Manager either orally or in writing when requested or required in order to ensure proper communication between the City Manager and the Police Department;
8. Perform such other duties as may be necessary to facilitate the proper and efficient operation of the Police Department.

ARTICLE II **SALARY**

Effective January 1, 2017, the Police Chief shall receive the annual salary of \$208,087.60. Effective January 1, 2018, the Police Chief shall receive the annual salary of \$228,087.60. Effective January 1, 2019, the Police Chief shall receive the annual salary of

\$248,087.60. Any retroactive amounts due to the Police Chief shall be paid by on or before the 30th day following the execution of this Agreement.

ARTICLE III **WORKWEEK**

As of the date this Contract is last signed, the Police Chief shall work a minimum of forty (40) hours per week (for a total of 1984 hours per year) and, in times of emergency and otherwise, work such additional hours as may be necessary to ensure the proper and responsible operation of the Police Department. The Police Chief shall receive no additional compensation when required to work more than forty (40) hours in any week.

ARTICLE IV **PERSONAL DEPARTMENT VEHICLE**

1. The City provided the Police Chief with an unmarked automobile to be used for police work and his personal use from his date of employment through on or about March 1, 2019.

2. In lieu of a providing a vehicle for the remainder of calendar year 2019, the City agrees to provide the police chief with a stipend to offset his transportation expenses in the amount of \$1,500.

ARTICLE V **VACATIONS**

1. The Police Chief shall be entitled to twenty-five (25) vacation days each calendar year.

2. The Police Chief is entitled to schedule his vacation time provided that the Police Chief shall notify the City Manager when he plans to utilize his vacation days and who will be serving as Acting Chief in his absence. In addition, the Police Chief shall not take vacation leave

unless a suitable subordinate is available to assume control and responsibility and serve as Acting Chief while the Police Chief is on vacation leave.

3. Unused vacation time. Commencing January 1, 2019, the Police Chief may carry over a maximum of ten (10) vacations days per calendar year to the following year.

ARTICLE VI **DEATH IN FAMILY**

1. The Police Chief shall be entitled leave of absence without loss of regular pay for a death in the immediate family for a period not to exceed four (4) consecutive calendar days, one of which shall be the day of death or the day of the funeral of the deceased, at his discretion.

2. The immediate family for purposes of this Article is defined as the spouse, parent, child, father-in-law, mother-in-law, brother, sister, step-brother, step-sister or any other relative residing in the Police Chief's household.

3. The Police Chief shall also be granted a leave of absence without loss of regular pay for a death in the non-immediate family for the day of the funeral.

4. Non-immediate family for purposes of this Article is defined as Grandparents and Grandchildren.

5. Reasonable verification of the death may be required by the City.

6. It is the intention of this Article that the Police Chief suffer no loss of regular pay for the time periods specified above. In the event, however, the Police Chief is already receiving payment in the form of vacation pay or other compensation from the City, bereavement leave will not be granted.

ARTICLE VII
PERSONAL DAYS

1. The Police Chief shall be entitled to two (2) personal days per calendar year.
2. The Police Chief is entitled to schedule his personal days provided that the Police Chief shall notify the City Manager when he plans to utilize his personal days and who will be serving as Acting Chief in his absence. In addition, the Police Chief shall not take personal leave unless a suitable subordinate is available to assume control and responsibility and serve as Acting Chief while the Police Chief is on personal leave.
3. If, due to illness or injury, the Police Chief is unable to utilize either of his two (2) personal days, he shall be allowed to carry them over to the next calendar year, otherwise the personal days must be utilized each calendar year, or they will be lost.
4. Personal days shall not be used to extend vacation periods.

ARTICLE VIII
SICK LEAVE AND TERMINAL LEAVE

1. Except as otherwise provided in this Article or by law, no sick leave is to be deemed earned or accumulated by the Police Chief. However, solely and exclusively for purposes of calculating the terminal leave benefit for which the Police Chief is entitled, the Police Chief shall be deemed to have earned fifteen (15) sick days per year of service, which days shall be deemed to accumulate from year to year if not used. If the Police Chief becomes sick after he reports for work, the time remaining on his shift shall be deducted from his sick bank.
2. Any leave taken in accordance with Article IX, Payment for Disability, shall utilize any accumulated sick days under Paragraph 1 of this Article. In the event that the Police Chief is

injured in the line of duty, he shall not be charged with sick leave but shall be carried as "excused from duty."

3. A terminal leave benefit of fifty (50%) percent of the sick days earned but not taken, as set forth below, shall be paid to the Police Chief upon "retirement" pursuant to then existing New Jersey Statutes.

4. Effective January 1, 1989, there shall be a sick leave cap of two hundred sixty (260) days accumulated for purposes of terminal leave at fifty (50%) of the Police Chief's then current value at retirement (i.e., a maximum of payout of the full value of one hundred thirty (130) days, or half the value of two hundred sixty (260) days). If the Police Chief has, as of December 31, 1988, a personal accumulation in excess of two hundred sixty (260) days, the Police Chief shall be entitled to use that higher number as his own personal cap. The terminal cap in no way limits the amount of sick days that the Police Chief may accumulate or use during his career. The sole limitation of the cap is to limit the amount of days that can be subject to the fifty (50%) percent formula for compensation purposes at retirement.

Attendance Bonus: Effective January 1, 1989, at the end of each calendar year of this Agreement, if the Police Chief has accumulated more than two hundred sixty (260) or more sick days shall have the right to be paid an attendance payment equal to fifty (50%) of the sick days earned in and not used in that calendar year to a maximum of seven and one-half (7-1/2) days.

The attendance payment shall be made within one (1) month at the close of the calendar year in which it is earned. If the Police Chief wishes to exercise his right to an attendance

payment, he must make a request for same, in writing, on or before January 15th of the year following the year in which the attendance payment was earned.

5. The terminal leave and compensatory time benefit due to the Police Chief shall be paid to the Police Chief in either of the two following manners which may be selected by the retiring Police Chief:

(i) The total salary due to the Police Chief for such terminal leave/compensatory time shall be paid in equal biweekly installments as shown and authorized by the City's regular payrolls approved for payment during the period of such terminal leave; or

(ii) The total salary due the Police Chief for such terminal leave/compensatory time (overtime) payment shall be paid in a lump sum payment with the initial payment being made at the time of retirement but limited to the total salary funds available in the Municipal Budget in the retirement year. The balance, if any, shall be paid within three (3) installments over a period of not more than 18 months. If the Police Chief chooses a lump sum payment he will cease to accrue vacation days, personal days, compensatory days and sick days as of the date he ceases employment status for the City of Clifton.

(iii) If the retiring Police Chief accepts a lump sum payment he will be entitled to the following:

(a) All benefits negotiated during his retiring year which are permitted by contract or law to be retroactive.

(b) Only earned and accumulated vacation days as of the date of retirement.

(c) If the Police Chief retires between January 1st and June 30th he will receive one (1) compensatory and one (1) personal day, if unused.

(d) If the Police Chief retires between July 1st and December 31st he will receive two (2) compensatory days plus two (2) personal days, if unused.

6. In the event the Police Chief, while actively employed by the City, shall decease, then payment of fifty (50%) percent of accumulated sick leave which leave shall be earned or accumulated in accordance with this Article, shall be made to the Police Chief's spouse and/or children, if any.

ARTICLE IX **PAYMENT FOR DISABILITY**

1. The City agrees to pay the Police Chief at his regular rate of pay during periods of disability due to illness or injury for a period of three (3) months from the date of such disability provided the Police Chief is incapable of performing his duties as Police Chief and that such disability is established by the City's Physician or his designee.

2. The City, at its option, and upon certification of the City Physician, or his designee, may extend the disability pay for no more than three (3) additional separate periods separate periods not exceeding three (3) months each. Thus, the Police Chief may receive a maximum of four (4) three-month periods of payment at his regular rate of pay during a five (5) year period for the same illness or injury. The City Physician, or his designee, must certify that the Police Chief is incapable of performing his duties as Police Chief each time in order for the Police Chief to have the right to each additional three-month extension. At the conclusion of twelve

(12) continuous months of illness or disability, the Police Chief will agree to resign or retire if he has not been cleared by the City's physician to resume full duty.

3. The event that the Police Chief is granted disability pay, the City's sole obligation shall be to pay the Police Chief's the difference between his regular salary and any compensation, disability or other payments received from other sources. At the City's option, the Police Chief shall either surrender and deliver any compensation disability or other payments to the City and receive his entire salary payment, or the City shall only pay the difference.

4. In the event that the City Physician, or his designee, certifies that the injury or illness cannot be cured within one (1) year, no leave of absence shall be granted under this Article.

5. For in the line of duty injuries, after being absent from work for one year, if the Police Chief's doctor certifies that, within a reasonable degree of medical certainty the Police Chief should be capable of returning to work full duty within six (6) months, then the Police Chief may apply for one additional unpaid leave of absence for a maximum of six (6) months. The City, in its sole discretion, may agree to extend the unpaid leave. If, at the conclusion of such leave of absence and any approved extension, the Police Chief has not been cleared by the City's Physician to resume full duty, the Police Chief will agree to resign or retire.

ARTICLE X **CLOTHING ALLOWANCE**

1. The Police Chief shall receive an annual clothing allowance of \$700 for 2017, and \$800 for 2018 and 2019.

2. The clothing allowance shall be paid by the City in one lump sum on December 15th of each year.

3. It shall be left to the professional discretion of the Police Chief as to when he should wear formal or informal uniform or plain clothes.

ARTICLE XI
HOSPITALIZATION AND INSURANCE

1. **Hospitalization and Medical Coverage.** The City shall provide to the Police Chief and his eligible dependents, except as modified herein, the Blue Cross/Blue Shield medical and hospitalization plans known as the PPO (Preferred Provider Option), DA (Direct Access) and Horizon Blue Cross/Blue Shield Omnia Plan (“Omnia”), to include the prescription plan in effect as of the date of this contract. The Police Chief may select between a Horizon Blue Cross/Blue Shield Direct Access (“DA”) Plan, a Horizon Blue Cross/Blue Shield Preferred Provider (“PPO”) Plan, or a Horizon Blue Cross/Blue Shield Omnia Plan.

The aforementioned medical and hospitalization coverage will also continue through the end of the calendar year during which each dependent attains his or her 26th birthday, for all dependent members of the immediate family of such employee who are full-time students at a recognized duly certified secondary school or institution of higher learning pursuing a prescribed course of study at any such school or institution for which course credits are given, or who are “disabled” within the meaning of that term, as defined by N.J.S.A. 54:1-2(f).

The City will continue to provide to the Police Chief and his eligible dependents, except as modified herein, a group dental plan with equivalent coverage to the one presently provided, including orthodontic benefits, for the term of this Agreement. Coverage for dependents will be as described in Section 1 above.

Copies of all policies affecting the Police Chief shall be on file and available for

inspection at the office of the City Clerk of the City of Clifton. The following conditions shall apply to the hospitalization and medical coverage provided by the City:

A. Deductibles: The employer shall have the right to implement up to a Two Hundred (\$200.00) Dollar deductible for individual subscribers and up to a Four Hundred (\$400.00) Dollar deductible for family subscribers.

B. Physician Co-Pays: Effective January 1, 2018, the PPO physician visit co-pay shall be Twenty Dollars (\$25.00) per visit. The DA physician visit co-pay shall be Ten Dollars (\$10.00) per visit. Co-pays for the Omnia Plan shall be set by the Plan Document according to the Tier assignment of the physician or facility.

C. Prescription Drug Co-Pays: For the purpose of the City providing prescription coverage to the Police Chief, the co-pay for each prescription for “non-generic” drugs shall be Twenty Dollars (\$25.00) effective January 1, 2018. There shall be no co-pay for “generic” prescriptions.

D. Employee Contributions: All employees and retirees will pay a contribution to health insurance premiums, including prescription and dental, based upon pensionable base salary. Said contributions shall be governed by the terms and rates set forth by New Jersey Statutes including N.J.S.A. 40A:10-21.1 and N.J.S.A. 52:14-17.28, et seq. (P.L. 2011, Chapter 78) which are incorporated by reference as if set forth herein at length, and as may be amended or modified by any applicable judicial ruling or legislation.

E. Dependent Coverage: All health insurance coverages provided herein are hereby extended to cover, to the extent hereinafter more particularly set forth, all dependent members of the immediate families of the Police Chief. Such insurance coverage shall be extended to cover,

through the end of the calendar year during which each attains his or her twenty-sixth (26th) birthday, all of the dependent members of the immediate families of the Police Chiefs who are full time students at a recognized, certified, secondary school or institution of higher learning pursuing a prescribed course of study at any school or institution for which course credits are given or who are "disabled" within the meaning of that term as defined at N.J.S.A. 54:1.2(d).

2. **Dental Coverage:** The City will continue to provide, at no cost to the Police Chief, the current group Blue Cross/Blue Shield Dental Plan including orthodontic benefits, for so long as such benefit shall be provide to superior officers under the Clifton Police Superior Association contract the term of this Agreement or a plan that is equal to or better.

3. **Life Insurance:** The City will provide a Ten Thousand (\$10,000.00) Dollar life insurance policy for the Police Chief until the age of seventy-five (75). After the age of seventy-five (75) and up, the amount of said life insurance shall be Two Thousand Five Hundred (\$2,500.00) Dollars; and a One Thousand (\$1,000.00) Dollar policy shall be provided to the Police Chief for the first five (5) years of retirement only.

4. **Coverage For Certain Disabled Employees:** The Police Chief shall receive at no cost, all insurance coverages as set forth herein until his seventy-fifth (75th) birthday if he becomes totally and permanently disabled for further duty as a Police Chief as the direct result of a "traumatic event occurring, during, and a result of the performance of duty" and is awarded an accidental disability retirement benefit by the Police and Firemen's Retirement System.

5. **Retiree Coverage:** All health insurance coverages hereinabove are hereby extended to cover the Police Chief ("retiree") and his family from his forty-fifth (45th) birthday

to his seventy-fifth (75th) birthday. However, from age 65 to age 75 retirees will be covered by the Direct Access Plan, which will be secondary to Medicare.

6. **Changes in Plans or Carriers:** The City may, at its option, change any of the foregoing plans or carriers so long as equal to or better coverage than the Chief was receiving on the date of his retirement is provided.

7. **Medicare Premiums:** The Police Chief shall continue to be responsible for the cost of Medicare premiums upon attaining Medicare eligibility and shall enroll in Medicare Part A and Part B upon eligibility at which time the City's health insurance plan in effect at that time shall become secondary to Medicare. Should the Police Chief fail to enroll in Medicare Part A and Part B, the Police Chief's benefits shall be reduced by the amount that Medicare would have paid had the employee enrolled.

8. **Coverage if Killed in Line of Duty:** In the event that the Police Chief is killed in the line of duty, the City of Clifton shall provide all hospitalization and medical coverage through the Police Chief's Blue Cross/Blue Shield selected policy and all other existing insurances including prescription coverage to the spouse of the Police Chief officer until the earliest of the spouse becoming eligible for Medicare or attaining the age of sixty-five (65) and all dependent members of the immediate family of the Police Chief as set forth above. Death "in the line of duty" shall be defined as death of a member in active service as a result of an accident met in the actual performance of duty at some definite time and place, and such death was not the result of the member's willful negligence. Deductibles, physician co-pays and prescription co-pays set forth above shall apply to coverage provided pursuant to this Section.

9. **Coverage For Non-Line of Duty Death:** In the event of the death of the Police Chief while not in the line of duty, or, if retired and the Police Chief that dies prior to age 65, the City of Clifton shall provide all hospitalization and medical coverage through the member's Blue Cross/Blue Shield selected policy and all other existing insurances including prescription coverage to the spouse of the Police Chief and all dependent members of the immediate family of the Police Chief as set forth above, for two years from the date of death. It is expressly understood that this provision shall not apply in the event that the Police Chief dies while engaged in or as a result of his or her unlawful act. Deductibles, physician co-pays and prescription co-pays set forth above shall apply to coverage provided pursuant to this Section.

10. **COBRA Rights:** The spouse of the retired Police Chief and eligible dependent children of the retired Police Chief, at the expiration of the City's requirement to provide health insurance benefits following the death of the retired Police Chief, may purchase medical benefits through the Consolidated Omnibus Reconciliation Act of 1985 (C.O.B.R.A.) program at their own expense in accordance with applicable C.O.B.R.A. guidelines.

11. **Health Insurance Opt-Out:** The Police Chief shall be eligible for an opt-out bonus when if he waives the City's health insurance coverage subject to the following procedures and limitations:

A. Employees who have other available health insurance, other than through another City employee, will have the opportunity during the annual open enrollment period in June of each year to elect to waive the City's health insurance coverage effective on July 1 of that year.

B. Any employee who waives health insurance coverage as provided for above shall be entitled to an opt-out bonus of twenty five percent of the savings to the City on account of the waiver, or \$5,000.00, whichever is less. The waiver terms are fully set forth in the City of Clifton Policy for Waiver of Health Insurance Coverage Sharing of Premium Savings.

C. This opt out bonus shall be paid in twenty-four (24) equal installments annually, with one installment paid every two (2) weeks along with the regular payroll beginning with the first payroll date in July of the applicable year.

D. If the employee is terminated or leaves employment with the City for any reason, including retirement, after becoming entitled to the opt-out bonus, the employee's entitlement to continue receiving installments pursuant to subparagraph c. above shall cease upon the effective date of the employee's termination or last date of employment with the City. The employee's last installment of the opt-out bonus, therefore, shall be prorated based upon the employee's last date of employment with the City. However, should the City ever provide an opt-out bonus to any of its retirees, the Police Chief after retirement shall also become eligible for such opt-out bonus.

E. To be eligible for the opt-out bonus, the employee must provide proof of alternative health insurance coverage for the employee, and, if applicable, for any eligible dependents.

F. An employee who has waived the City's health insurance coverage during the annual open enrollment period may opt back in upon thirty (30) days' written notice to the City. The written notice must set forth the changed circumstances that now require the employee to receive health insurance coverage through the City in accordance with the terms of the Agreement. The

employee's entitlement to installments toward the opt-out bonus shall cease upon the effective date that the employee's City-provided health insurance coverage is reinstated. Any employee who opts back in after receiving the opt-out bonus installments must reimburse the City for the pro-rata share of the opt-out bonus to which the employee is no longer entitled. Police Chief shall also be eligible to opt-back in after retirement subject to the terms and conditions set forth in the plan or as applied to other retirees.

ARTICLE XII **DEATH BENEFITS**

The City will maintain in its annual budget the sum of Four Thousand (\$4,000.00) Dollars, out of which sum, shall be paid to the widow of the Police Chief, if any, or, if none, to the estate of the Police Chief, as set forth herein, compensation for all unused compensation time, plus all overtime, personal time, and vacation time. This compensation shall be computed at the wage rate at the time of accumulation.

ARTICLE XIII **LEGAL COUNSEL**

During the Police Chief's tenure and thereafter, there may arise instances where the City provides, at the City's expense, legal counsel for the defense of the Police Chief in accordance with the provisions of N.J.S.A. 40A:14-155. In any such instance, the City agrees to furnish to the Police Chief with a list of attorneys approved by the City to defend any such matters. The Police Chief shall have the option of selecting from such list the attorney who shall handle his defense. The City agrees to add to such list any additional attorneys who shall agree to accept

and be bound by the criteria covering compensation as established by the City for inclusion on such list at the request of the Chief. Said criteria covering compensation shall not be reduced during the tenure of the Police Chief, or in any such case during his retirement. The provisions of this Article shall continue to be applicable after the Chief's Retirement.

ARTICLE XIV **INSURANCE/LEGAL FEES**

The City will indemnify the Police Chief from civil suits arising out of the performance of his duties including but not limited to the following: False arrest, malicious prosecution, libel, slander, defamation of character, privileged occupancy, employment law claims by current and former employees, and the invasion of civil rights.

The Police Chief shall be fully indemnified and defended by the City for all circumstances in which the Police Chief renders first aid, whether on duty or off duty.

In cases in which the police is named individually as a defendant in any lawsuit filed against him alleging punitive damages, the City agrees to reimburse an attorney of the Chief's selection at the rate of \$150 per hour to defray said defense costs subject to the terms and conditions of Chapter 31-1 of the Code of the City of Clifton and applicable state and federal law, which rate will be raised in accordance with ordinance changes, but not decreased.

The provisions of this Article shall continue to be applicable after the Chief's Retirement.

ARTICLE XV **INSURANCE CHANGES**

Any proposed change in the insurance program(s) set forth herein shall have as the condition precedent a thirty (30) day notice period given to the Police Chief. At the time of the

initial notice of the intended change, the City shall supply the Police Chief with full details of the proposed change including, but not limited to, the full insurance plan document and all materials necessary to fully evaluate the program.

Nothing herein however shall prohibit the City from changing the insurance provider, provided the coverage is equal to or better than the existing insurance, and provided there is no loss of benefit to the Police Chief. The time limitation stated above shall apply.

ARTICLE XVI **EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES**

The Police Chief shall be permitted to attend and be compensated for, at his regular salary, up to two (2) annual law enforcement conferences per year provided that funding is available in the operating budget to cover the cost of same.

Effective January 1, 2019, the Police Chief shall also receive reimbursement of \$2,500 toward college expenses upon receipt of proper documentation.

ARTICLE XVII **COMPENSATORY DAYS**

Two (2) compensatory days at straight time will be granted to all covered Employees of said Association of the City of Clifton, which may be granted during the year by the Municipal Council or the City's Administration to any Employees other than the members of the Association. If the said two (2) compensatory days are not taken during the calendar year, these two (2) days will be accrued until taken.

IN WITNESS WHEREOF, the parties hereto have entered their hands and seals this

4th day of Feb 2020
~~December, 2019.~~

ATTEST:

Nancy Ferrigno
NANCY FERRIGNO
Clerk, City of Clifton

Nancy Ferrigno
NANCY FERRIGNO
Clerk, City of Clifton

Ruth Diaz
Ruth Diaz

CITY OF CLIFTON

By: James Anzaldi
JAMES ANZALDI,
Mayor, City of Clifton

Dominick Villano
DOMINICK VILLANO
City Manager, City of Clifton

Mark Centurione
MARK CENTURIONE
Police Chief, City of Clifton