

EMPLOYMENT AGREEMENT
WITH MATTHEW HANKINSON

This Employment Agreement is made between Matthew Hankinson (herein after "Hankinson") and the City of Margate (herein after "City"), a municipal corporation of the State of New Jersey, as set forth this 15th day of December, 2022.

WHEREAS Hankinson currently serves as Police Chief of the Police Department and has done so since September 12, 2019, and has worked full-time with the City of Margate since April 30, 1998.

WHEREAS, both the City and Hankinson desire to memorialize in writing an agreement pertaining to Hankinson continuing to serve in this position

NOW, THEREFORE pursuant to Resolution No. 262 of 2022 duly approved by the Board of Commissioners of the City of Margate City on December 15, 2022, the parties agree as follows;

1. TERM OF AGREEMENT.

This agreement shall cover the time period of January 1, 2023, through December 31, 2025.

2. HEALTH INSURANCE.

Hankinson shall receive the same medical, prescription, dental, and vision insurance, if applicable, that the other non-union City managerial employees receive.

3. VACATION.

Hankinson shall receive Twenty-Five (25) eight-hour vacation days annually for calendar years 2023, 2024, and 2025. Unused vacation may be carried over into the following year but shall be forfeited if not used by April 1 of the following year. Should Hankinson retire during the term of this agreement he shall be entitled to receive compensation for any unused vacation days credited to him for only for the year in which he retires.

4. SICK TIME.

Hankinson shall be entitled to fifteen (15) sick days annually. Should Hankinson retire during the term of this agreement, Hankinson shall be compensated for all unused sick days he shall have accumulated up to a maximum of 100 days based on the daily rate of pay for the year immediately preceding his retirement. This compensation is in accordance with Section 3, Policy 304 of Margate City Policy

dated May 8, 2020, but shall be limited to a fixed amount if Hankinson is not grandfathered as per New Jersey state law.

5. HOLIDAYS.

Hankinson shall be off from duty on all City recognized holidays for non-union managerial employees. If he is required to work for any reason, he shall do so without compensation but may take compensatory time off within the pay period.

6. OVERTIME.

Hankinson shall not be entitled to receive and shall not be eligible to receive overtime pay or any other pay or time off unless provided for in this contract.

7. LONGEVITY. Hankinson shall be paid an annual Longevity pay of \$15,000 for 2023 which shall be capped at \$15,000 for 2024 and thereafter.

8. BASE PAY Hankinson shall be paid a base pay of \$169,000 for 2023 and \$174,000 for 2024 and a base pay of \$179,000 for 2025.

9. FULLY BARGAINED AGREEMENT.

This agreement contains all of the promises and understandings of Hankinson and the City and there are no other agreements or understandings, except as set forth herein. This agreement and the obligations contained herein may be amended only by subsequent written agreement signed by Hankinson and the City with the approval of the governing body.

10. GOVERNING LAW.

This agreement shall be covered by and considered and enforced in accordance with the laws of the State of New Jersey without regard to any principles of choice law that may otherwise be applicable.

11. ACKNOWLEDGMENT.

BY SIGNING THIS AGREEMENT, HANKINSON STATES THAT:

- A. HE HAS READ IT;
- B. HE AGREES WITH EVERYTHING CONTAINED HEREIN;
- C. HE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY OF HIS OWN CHOOSING PRIOR TO EXECUTING THIS AGREEMENT;
- D. HE HAS BEEN GIVEN WHAT HE CONSIDERS TO BE A REASONABLE PERIOD OF TIME TO REVIEW AND CONSIDER THIS AGREEMENT PRIOR TO SIGNING IT;

- E. HE HAS BEEN ADVISED THAT HE MAY REVOKE THIS AGREEMENT WITHIN SEVEN (7) CALENDAR DAYS OF SIGNING IT; AND,
- F. HE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY AND IS ABLE TO DO SO OF HIS FREE WILL.

Matthew G. Hankinson

Matthew Hankinson

12/9/22

Date

THE CITY OF MARGATE,
ATLANTIC COUNTY, NEW JERSEY

Michael Becker

Michael Becker

Mayor

12/21/22

Date

ATTEST:

Johanna Casey

Johanna Casey, RMC