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**AGREEMENT
BETWEEN
THE TOWNSHIP OF CHERRY HILL
AND
ROBERT KEMPF
THE CHIEF OF POLICE**

**January 24, 2022
THROUGH
December 31, 2024**

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PREAMBLE

THIS AGREEMENT, entered into this 24th day of January, 2022, by and between the **TOWNSHIP OF CHERRY HILL**, in the County of Camden, Cherry Hill, New Jersey, a municipal corporation of the State of New Jersey (hereinafter called the "Township"), and **ROBERT KEMPF** the Chief of Police (hereinafter called the "Chief").

STATUTORY AND LEGAL RIGHTS

Nothing contained herein shall be construed to deny or restrict the Township or the Chief of Police from the exercise of their rights under N.J.S.A. 34:A, 40, 40A or any other national, state, county or local laws or ordinances pertaining to the Chief covered by this Agreement.

SUPERSEDING CLAUSE

This Agreement supersedes any and all other Agreements and/or Resolutions dealing with working conditions and terms and conditions of employment which are inconsistent with the terms of this Agreement.

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise distract from any existing benefit of the Chief of Police prior to its effective date.

NON-DISCRIMINATION

Cherry Hill Township is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act, as amended by the Equal Opportunity Act of 1972, and the New Jersey Law Against Discrimination (LAD). Under no circumstances will the Chief of Police or Cherry Hill Township discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital or political status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or

blood trait, genetic information, pregnancy, disability (including AIDS or HIV infection), liability for service in the United States armed forces, gender identity or expression, and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer, their Department Head, Mayor or designee, the Human Resources Manager or the Township Solicitor.

MANAGEMENT RIGHTS AND DUTIES OF CHIEF OF POLICE

The Chief of Police shall be the head of the Cherry Hill Township Department of Police, and shall have the duties as defined in N.J.S.A. 40A:14-118, Township Ordinances AND Township Police Rules and Regulations. The Township shall retain and reserves all rights, powers, duties and responsibilities under the Constitution and Laws of the State of New Jersey and the United States of America, except those so limited by the express terms of this Agreement, and specifically those vested in the Appropriate Authority pursuant to N.J.S.A. 40A:14-118.

SERVICE RECORDS

The Chief of Police shall be entitled to inspect his personnel records and other files pertaining to him on file with the Township under the terms set forth in the Township's Employee Handbook.

HOURS OF WORK

The Chief shall devote the time and effort which is necessary for the Chief to fully and faithfully perform the duties and responsibilities of Chief of Police. The Chief agrees to perform at all times faithfully, industriously and to the best of his ability, experience and talent all of the duties and responsibilities that may be required of him.

- a. The Chief shall not be engaged by and/or be in the employ of any other person or entity during his employment, whether paid or unpaid, unless the Chief receives advance written approval from the Mayor or designee.
- b. The Chief may be required by the Township to attend various Township functions including, but not limited to:
 - Township Council Meetings
 - Other community or Township meetings or events.
- c. The normal workweek shall be 40 hours. The position of Chief of Police for the Township is a management position and as such, the Chief who holds said

position cannot always rely on a standard set of hours of employment to effectively meet the responsibilities of the position. Both the Township and the Chief understands this premise and agree that the employee is an “exempt employee” under the “Fair Labor Standards Act” for the purpose of overtime and compensatory time. Accordingly, the Township and the Chief agree there will be no overtime or compensatory time for work performed by the Chief, and the total compensation due to the employee is contained in and in accordance with the terms of this Agreement.

HOLIDAYS

The Chief of Police shall be granted a total of sixteen (16) holidays annually. Unused holidays shall be used by March 31st in the succeeding year of its accumulation or it will be forfeited, unless otherwise approved by the Mayor or Mayor’s designee in writing.

VACATION

For calendar year 2022, and each year thereafter, the Chief of Police shall be entitled to an annual vacation of five (5) scheduled work weeks. Accumulated vacation days must be utilized prior to June 30th in the year succeeding its accumulation or it will be forfeited, unless otherwise approved by the Mayor or Mayor’s designee in writing.

SICK LEAVE

The Chief shall be granted fifteen (15) paid sick days per calendar year. Paid sick leave is a benefit provided to the Chief for when he is unable to perform his duties due to one of the following reasons: a) the Chief’s own injury or illness, b) the Chief is receiving professional medical care, c) the Chief has a medical or dental appointment or d) to care for the Chief’s ill spouse/domestic partner (as defined in the Domestic Partnership Act), child or parent. Sick leave can be taken in hourly increments. Sick leave is defined as the temporary inability to perform one’s duties by reason of injury, illness or disease.

Any amount of sick leave allowance not used in any calendar year shall accumulate as to the Chief’s credit from year-to-year to be used if and when needed for such purpose. The Chief shall not be entitled to payment upon retirement and/or separation of employment for accumulated unused sick leave. The Mayor reserves the right to require the Chief to provide proof of sickness/illness for any absence charged to sick leave.

BEREAVEMENT LEAVE

The Chief is entitled to up to five (5) calendar days paid leave of absence for each death of an employee's immediate relative. All Bereavement Leave shall be used within fifteen (15) calendar days immediately following the death of a family member. "Immediate relative" includes spouse or significant other, civil union partner, child, parent, stepchild, sibling, sister-in-law, brother-in-law, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt or any person related by blood or marriage residing in an employee's household.

Additional Bereavement Leave may be granted at the discretion of the Mayor or Mayor's designee. Proof of death may be required at the discretion of the Township.

LEAVE OF ABSENCE WITHOUT PAY

The Chief may submit to the Mayor or the Mayor's designee a written request for a leave of absence without pay. The written request shall be submitted thirty (30) days in advance of the anticipated unpaid leave, unless extenuating circumstances exist, in which case those circumstances must be set forth in the request. The Mayor or her designee, at his sole discretion, may grant the request for an unpaid leave of absence for up to ninety (90) days if the leave does not cause undue operational disruption. The Mayor or Mayor's designee may grant extensions of up to ninety (90) days in extreme situations. All leaves granted are done so with the expectation that the Chief intends to return to employment with the Township. If the Chief fails to resume his duties within five (5) days of expiration of the approved leave of absence, he will be deemed to have resigned his position.

If the Chief is approved for greater than sixty (60) calendar days of unpaid leave, he will not accrue holiday time, sick leave or vacation time for the period beyond the initial sixty (60) calendar days. Additionally, while on approved unpaid leave, the Chief will be obligated to reimburse the Township for his share of any health benefit premiums paid by the Township.

COMPENSATION

Effective the date of this Agreement and thereafter, the Chief of Police shall be entitled to receive compensation as follows:

January 24, 2022
\$196,000

Jan.1, 2023
\$200,000

Jan. 1, 2024
206,000

EDUCATIONAL, PROFESSIONAL, CLOTHING AND TRAVEL EXPENSES

The Chief shall not be reimbursed for educational and professional expenses, including tuitions, registrations, books, fees and related expenses. Expenses related to ongoing and continuing training necessary for the Chief to perform his job shall be paid for by the Township upon the prior written approval of the Mayor or her designee, which shall not be unreasonably withheld. Requests to attend a conference, seminar or similar outside activity must be approved by the Mayor or designee. Requests must be in writing, including the schedule, registration information and estimated costs. Approval of attendance at any conference, seminar or similar outside activity request is conditioned upon the availability of funds.

The Chief shall be responsible for maintaining his uniform in a manner which is commensurate with his position. The Chief's clothing allowance has previously been rolled into his salary and will not receive any further allowance for clothing expenses.

It is essential as part of the Chief's job function for him to have access to a vehicle from the police fleet at all times. The Chief will have unrestricted usage of a vehicle from the police fleet, both on and off duty. However, this vehicle may only be used for official business, limited personal usage and activities incidental to official business and not be used for personal vacations, and under no circumstances can it be operated by anyone other than the Chief while in his care. This vehicle must also be available for police business by other members of the Department as needed. In the event that the Chief utilizes his personal vehicle in connection with his official duties or business, he shall be reimbursed at the same rate provided by the Township Employee Personnel Manual in effect at the time the expense is incurred.

HEALTH BENEFITS

The Township shall continue to make available to the Chief, his spouse and/or family medical, prescription and dental insurance for the duration of this Agreement and thereafter as provided in this Agreement. The cost of these benefits shall be shared by the Township and Chief in accordance with P.L. 2011 c. 78, as amended, or as otherwise required by law, with the Township responsible for 65 percent of the health benefits premium and the Chief responsible for the remaining 35 percent of the health benefits premium.

Township shall make available three (3) medical benefits plans for the Chief to choose from: a Bronze, Silver and Gold plan. The Chief will have the opportunity to select the plan that best meets his individual needs out of those plans offered to the members of the Cherry Hill Township Superior Officer's Association ("SOA") pursuant to the SOA Collective Negotiations Agreement or the plans offered to Department Heads. The Silver Plan offered by the Township to Department Heads or SOA shall be the base plan for the Chief ("Silver/Base Plan"). Should the Chief select the Gold or any other plan then offered with a higher premium, he shall pay the entire difference between the premium cost of the Silver/Base Plan and the premium cost of the

plan selected. All premium costs that are the responsibility of the Chief shall be deducted through payroll.

The Chief shall continue in the health insurance plan which is in effect at the time of the execution of this Agreement until the next open enrollment period.

The Chief agrees that the prescription plan offered pursuant to the SOA Collective Negotiations Agreement or the prescription plan offered to Department Heads will be available for the Chief.

HEALTH BENEFITS UPON RETIREMENT

Upon separation or retirement, the Chief, his spouse and/or family shall continue to receive all health benefits offered to either the members of The Cherry Hill Police Superior Officers Association (S.O.A.), The Fraternal Order of Police, Lodge 28 (F.O.P.) or The Police Benevolent Association, Lodge 176 (P.B.A.). Said benefits shall only be available if no other such benefits are available to the Chief, his family or his spouse and until such time as the Chief reaches the age sixty five (65). The Chief shall have his choice of any plans being offered to either the S.O.A. or the P.B.A./F.O.P, with the applicable up charges for all plans other than the Silver Plan then offered. The cost of these benefits shall be shared by the Township and the Chief in accordance with P.L. 2011 c. 78, as amended or otherwise required by law, with the Township responsible for 65 percent of the health benefits premium and the Chief responsible for the remaining 35 percent of the health benefits premium. .

Under no circumstances will the temporary cessation of benefits provided by the Township prevent the Chief, his family or his spouse from receiving these benefits from the Township if they are discontinued in part or in whole by a future employer.

Regardless of any obligation set forth in the within health benefits provision, all obligations by the Township expire when the retiree becomes Medicare-eligible.

SEPARATION, DEATH AND RETIREMENT

The Chief of Police shall retain all pension rights as a police officer under New Jersey law and Municipal Ordinances.

When the Chief of Police retires, either after twenty-five (25) years of service pursuant to N.J.S.A. 43:16A-11.1 or having attained the age of fifty-five (55) pursuant to N.J.S.A. 43:16A-5, or as a result of disability pension, whether work connected or not, he shall be paid for all vacation and holiday time accrued as of the date of separation. Vacation and holiday time

accrued for the calendar year in which the Chief retires shall be pro-rated to the date of separation.

Upon retirement, the Township shall make all payments due, if any exist, in the form of a lump-sum payment. Payment shall be made on a regular Township pay day. However, nothing in this Agreement shall prevent the Chief of Police and the Township from negotiating a multi-year payout for leave payments due and/or a "terminal leave" agreement. A terminal leave agreement may permit the Chief to use any accrued leave, including sick leave, in anticipation of retirement. However, under no circumstances will the Chief be paid out any accumulated sick leave.

When the Chief of Police intends to retire on other than a disability pension, he shall provide the Mayor or designee sixty (60) days' written notice prior to date said retirement is to become effective. Such notice provision shall not apply to the Chief of Police if he retires because of conditions not known or reasonably foreseeable.

In the event of the Chief's death, his estate or legal representative shall be paid for all accrued time as provided by this Agreement. Payment shall be made at the Chief's rate of pay at the time of his death.

For leave benefits due in the then-current year in all cases where the Chief of Police died while in the line of duty, all vacation and holiday time which would have accrued for the entire calendar year shall be paid to the Chief's estate or legal representative.

Separation shall be defined as any permanent cessation of employment, but shall not be deemed to include temporary leaves of absence, vacations, layoffs or other leaves.

Upon separation, death or retirement, the Township agrees to continue to defend and indemnify the Chief and/or his estate in any lawsuit, proceeding or other claim which is filed against him, individually or severally, arising from his position and lawful duties as the Police Chief.

Except as provided above, payable leave benefits due in the current year in all cases of separation, death while not in the line of duty or retirement shall be pro-rated as of the date of separation.

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement for the Chief of Police is held invalid by operation of law or by court or other tribunal of competent jurisdiction

following the valid adoption of this Agreement, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

FULLY BARGAINED PROVISION

This Agreement incorporates the entire understanding of the parties in all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter other than those specifically provided for in this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated and executed this Agreement. This contract and all obligations herein are conditioned on the performance by the Chief in good faith and with honorable service.

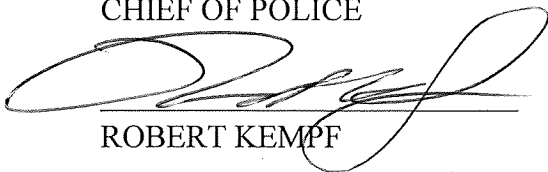
TERMS AND RENEWAL

This Agreement shall be in full force and effect as of January 24, 2022, unless otherwise provided, and shall remain in effect until December 31, 2024. If the parties have not executed a successor agreement by December 31, 2024, then this Agreement shall continue in full force and effect until a successor agreement is executed.

Notice of intention to open negotiations for future contracts shall be accomplished by either party giving notice in writing to the other no sooner than one hundred fifty (150) days and not later than ninety (90) days prior to the expiration date of this Agreement.

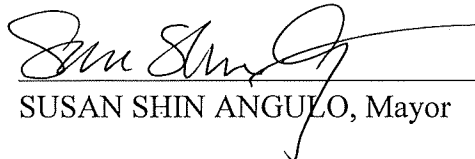
IN WITNESS WHEREOF, the parties hereto have set their hands and seals at Cherry Hill, New Jersey, on this ____ day of _____, 2022.

CHIEF OF POLICE



ROBERT KEMPF

TOWNSHIP OF CHERRY HILL



SUSAN SHIN ANGULO, Mayor

ATTEST:



PATTI CHACKER, RMC
Township Clerk