

EMPLOYMENT AGREEMENT BETWEEN

THE BOROUGH OF OLD TAPPAN

AND

JOSEPH J. TRACY

TO SERVE AS

CHIEF OF POLICE

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Article 1 - RECOGNITION

THIS AGREEMENT (hereinafter referred to as "**AGREEMENT**"), entered into as of this 4th day of May 2020, by and between the Borough of Old Tappan, in the County of Bergen, New Jersey (hereinafter referred to as the "Borough"), and Joseph J. Tracy (hereinafter referred to as the "Chief of Police" or "the Chief"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This **AGREEMENT** represents the complete and final understanding on all bargaining issues between the Borough and the Chief.

This **AGREEMENT** is in consideration of the many years of valuable service of Joseph J. Tracy to the Borough of Old Tappan.

Article 2 - MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this **AGREEMENT** by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this **AGREEMENT**, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

Article 3 - RESPONSIBILITIES OF THE CHIEF

The responsibilities of the appointed Chief shall be pursuant to New Jersey State Law, the ordinances of the Borough and the regulations and policies established by the Borough. The Chief of Police by entering into this agreement does not waive or surrender any of the rights, privileges or responsibilities granted to the Chief of Police under the laws of New Jersey.

Article 4 - WORKWEEK

The Chief shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief shall be required to work a minimum of thirty-five (35) hours per week (consistent with the requirements in the current Borough Handbook). The Borough recognizes that the Chief is needed at additional after hours and accordingly the Chief may work flexible hours on an as needed basis, subject to the Chief's discretion. The Chief is expected to engage in those hours of work which

are necessary to fulfill the obligations of his position of employment. The Chief shall, within reason, endeavor to make himself available on a 24-hour basis via cellular telephone and/or email. The Borough and the Chief acknowledge and agree that the Chief shall endeavor to keep regular office hours to the best of his ability and that there will be times where the keeping of regular office hours will not be feasible or possible. The Chief, if requested by the Governing Body, will make himself available to attend any meetings of the Governing Body of the Borough of Old Tappan.

Article 5 - SICK LEAVE

Sick leave is hereby defined to mean an absence from the post of duty by the Chief of Police, while in good standing, due to illness, accident injury, disability, exposure to a contagious disease that causes severe physical disability or is considered to be life threatening, or the necessity to attend to and care for a member of his immediate family. The term immediate family for the purpose of this Article shall include the following: a) spouse; b) parent; c) step-parent; d) child; e) step-child; and f) any other relative residing in the Chief's household. The Chief of Police shall be eligible to receive his full pay and all benefits that he may be entitled to when he is unable to perform his duties due to a verifiable sickness, injury or illness.

Article 6 - INJURY LEAVE

In the event the Chief becomes disabled by reason of work-related injury or illness and is unable to perform his duties he shall be covered by workman's compensation. His salary shall be paid in full, he shall receive all other benefits entitled to him as if he was working and he shall surrender and deliver to the Borough any workman's compensation payments he receives.

If the Chief is injured while working, whether slight or severe, the Chief, when practicable, must make an immediate report of such injury.

Article 7 - FUNERAL LEAVE

In the event of death in the Chief's immediate family (herein defined as either a spouse, parent, step-parent, grandparent, sibling, child, foster child, step-child, grandchild, grandchild of spouse or domestic partner, spouse's or domestic partner's parents, daughter-in-

law or son-in-law or the domestic partner of any child, a sibling of spouse or domestic partner or the Chief's Legal guardian prior to the age of 18) or any other person residing in the Chief's home, the Chief shall be granted time off, without loss of pay, commencing no later than the day of the death, but in no event to exceed three (3) consecutive calendar days. The Chief shall be entitled to the time off only in the event that he does attend any funeral, wake, memorial service or other event related to the death.

In the case of unusual circumstances not specifically covered in this Article, bereavement leave may be granted or extended at the discretion of the Borough's Governing Body.

Article 8 - VACATIONS

The Chief shall be entitled to twenty-five (25) days of paid vacation time annually as per Borough Policy.

The Chief shall be entitled to schedule his vacation time, provided that the Chief shall not take vacation leave until he has insured that supervisory officers are available to assume control of, and responsibility for, the operation of the Police Department. In addition, the Chief shall not schedule his vacation time during any time period where planned events shall require the presence of the Chief.

In the event that during the course of any year the Chief is unable to utilize or schedule his vacation time due to a lack of supervisory officers to assume control or responsibility of the police department during his vacation time then the Chief, at his discretion, shall be either permitted to carry a maximum of 5 unused vacation days into the next year to be used in the first quarter of the year or the Chief may elect to be paid for a maximum of 5 unused vacation day that are available to him at the end of the calendar year. Such compensation shall be paid at the Chief's daily rate of pay at the time. The Borough and the Chief agree that if there is a lack of supervisory officers holding the rank of sergeant or higher in the department and the officer or officers holding such rank(s) are unavailable for duty due to illness or injury incurred by any cause then it shall be assumed that there is a lack of supervisory officers available to assume control or responsibility of the police department and the aforementioned vacation provision shall be deemed to be in effect. The carry over or payment of such is null and void should there be the sufficient supervisory officers available to assume control of the department.

Article 9 - HOLIDAY TIME

The Borough recognizes the following holidays. These days shall be paid holidays for all full-time employees who are normally scheduled to work those days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Columbus Day
Good Friday	Thanksgiving Day and Friday following
Memorial Day	Christmas Day
Independence Day	One Floating Holiday (to be determined annually by Borough Administrator)

Should any of the foregoing days fall on a Sunday, they shall be observed on the following Monday. Should any of the foregoing days fall on a Saturday, they shall be observed on the preceding Friday.

Article 10 - PERSONAL DAYS

The Chief shall annually be entitled to thirteen (13) personal days and as such the Chief shall not be expected to report to duty on any day that the Chief may designate as such. The Chief shall not be entitled to any cash compensation from the Borough in the event that the Chief fails to utilize these compensation days. Any personal days not utilized by the end of the calendar year shall be forfeited by the Chief.

Article 11 - INSURANCE, HEALTH, WELFARE AND EYE EXAMINATIONS

The Borough shall provide the Chief and his family (herein defined as a spouse and/or dependents) with medical, dental and vision insurance coverage, as determined by the Mayor and Council, comparable to the insurance coverage provided to the Borough employees covered by collective bargaining AGREEMENT as per Borough Policy.

The Borough has the right to change insurance coverage so as long as it is substantially similar to, or improved upon, the benefits enjoyed by other members of the Police Department. At no time shall the Police Chief receive less medical insurance coverage than that which is

received by any other member of the Police Department.

During his tenure the Chief will be required to contribute to the costs of the insurance premium as required by the statutory mandate of Chapter 78 P. L. 2011. However, at no time shall the Chief of police contribute more than is currently required of the Chief of Police by Chapter 78 P.L. 2011 during the term of this agreement.

The Borough agrees to continue to provide and pay for a complete physical examination, once every three (3) years, for the Chief.

Upon retirement, or separation from service of the Borough, the Chief shall be entitled to receive, at no cost to him and with no contribution of any kind towards the premium, all the current medical insurance coverage provided to him whether through the New Jersey State Health Benefits Plan or any other insurance plan maintained for the benefit of the Chief and his family (herein defined as a spouse and/or dependents) and at levels of not less than those enjoyed by other members of the Police Department. If the Chief shall die prior to reaching the age of 65, whether while still employed or retired, the Borough agrees to continue to provide medical benefits, where applicable and at no cost, to the Chief's spouse, until such time that the spouse of the Chief attains the age of 65. The coverage provided for and defined in the preceding paragraph shall terminate upon the occurrence of the earliest of the following events: (A) the Chief becomes sixty-five (65) years of age or otherwise becomes eligible for Medicare or similar governmental insurance program then in effect; (B) the Chief becomes eligible for comparable insurance through any post retirement employment; (C) the death of the Chief. If the Chief's coverage is terminated due to the occurrence of either (A) or (B) of the forgoing he may elect to have said insurance coverage continue in effect, provided such that the Chief reimburses the Borough for the full cost and expense thereof. The death of the Chief shall have no impact on the said insurance coverage provided to the Chief's surviving spouse. In addition to the forgoing, subject to the terms and conditions of the Resolution adopted by the Mayor and Council of the Borough of Old Tappan on November 14, 1994, a copy which is annexed hereto and incorporated by reference herein, the Borough shall pay one-half (1/2) of the cost of providing supplementary medical benefits (supplementing Medicare benefits or similar governmental insurance program then in effect) to the Chief upon his retirement and to the Chief's spouse from the time the retired Chief and/or his spouse reaches the age of sixty-five (65), or otherwise becomes eligible for Medicare or similar governmental insurance program

then in effect, to the death of the Chief and his spouse. The retired Chief and his spouse shall not be entitled to dental and vision under this paragraph except that, if requested by the retired Chief, the Borough will provide such dental and visual care coverage as is provided to current employees for the retired Chief and his spouse at the sole cost of the retired Chief.

Article 12 - CLOTHING ALLOWANCE

The Borough agrees to furnish the Chief with all required uniforms, including but not limited to shoes, boots, leather gear, badges and shields and that the Borough shall replace same, or any part thereof, which has been damaged, within thirty (30) days after notification has been received from the Chief. There shall also be paid annually to the Chief \$400.00 uniform cleaning allowance.

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

Article 13 - PERSONAL CAR

The Borough agrees to supply the Chief with an unmarked vehicle to be used for police work and for his personal use. The make and model of the vehicle shall be determined by the Borough. However, it shall be a full-sized, four-door vehicle and shall be equipped with such equipment as is reasonably required for police work.

There shall be no limit on the use of the vehicle for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief.

The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.

The automobile shall not be driven by anyone other than the Chief, except that the Chief may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

Article 14 - SALARY

Commencing on April 1, 2020 the annual salary of the Chief shall be \$197,500.00. The Borough and the Chief further agree that the Chief shall receive this salary beginning on April 1,

2020 and also that the Chief shall receive retroactive pay based on this rate from April 1, 2020 to the date on which this AGREEMENT is signed.

Beginning January 1, 2021 the Chief of Police shall be granted an annual salary increase that is the same increase granted to the Borough's other department heads for each year during the term of this Agreement.

The Chief shall also be paid, in addition to and together with his annual salary, additional compensation, based upon the length of his service, an amount equal to five (5%) percent of his annual salary. This longevity payment shall be equally divided and paid in equal amounts and be made as part of the Chief's regular bi-weekly pay and counted towards the final salary for pension purposes.

Article 15 - EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

The Chief shall be permitted to paid leave to attend any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, the Bergen County Police Chiefs' Association, the New Jersey State Police, the Federal Bureau of Investigations, the New Jersey League of Municipalities, or any other educational program of a management or supervisory nature directly related to his duties to the Borough. All reasonable expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be reimbursed by the Borough subject to applicable reimbursement policy of the Borough. In no event shall the Borough be required to pay or reimburse the Chief for expenses of any class, course, school, or educational program unrelated to police activities.

The Borough agrees to paid leave, including travel time, and to pay all associated and reasonable expenses for the Chief to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference and the League of Municipalities Conference. If the Chief attends a conference at the Borough's expense, the Chief shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers.

The Borough also agrees to pay for the Chief's dues for membership in the Bergen County Police Chiefs' Association, the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, and the F.B.I. National Academy Associates.

The Borough agrees to paid leave to the Chief attending any meeting of the above-named associations.

Article 16 - MISCELLANEOUS PROVISIONS

The Borough shall supply the Chief with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney may be made by the Chief, subject to the approval of the Borough, and such approval shall not be unreasonably withheld by the Borough. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, except those claims arising out of intentional acts or omissions, including compensatory and punitive damages, for actions filed subsequent to the expiration of this AGREEMENT.

The Borough agrees that in the event that the Chief dies or shall die as a result of an injury or illness sustained in the course of the performance of his duties, the Chief's spouse shall be entitled and eligible to receive a payment equal to one year's pension reportable salary at the rate of pay that the deceased Chief was receiving at the time of his death. This benefit is to be considered separate and apart from any other benefits which the Chief or his Estate may be entitled to at the time of death.

In the event that prior to the retirement of the Chief and prior to the payment of all compensation due to the Chief as provided for in this AGREEMENT or during the period of the Chief's retirement and prior to the payment of all compensation due the Chief as provided for in this AGREEMENT, the Chief shall die of, or for, any cause, whether it be natural or un-natural, whether while engaged in the performance of his official or unofficial duties or while engaged in any off duty activity or while retired, the Borough shall pay to the Estate of the Chief, all payments of accrued and owed time, including any carried over vacation time, or any and all other terminal leave and compensatory time payments that the Chief would have been entitled to cash compensation for as if he had not died prior to the completion of the payment schedules detailed above.

Article 17 - SEPARABILITY AND SAVINGS

If any provision of this AGREEMENT, or any application of this AGREEMENT, is held

to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article 18 - FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Article 19 - CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this AGREEMENT shall continue to be governed, controlled, and interpreted by reference to either Borough Ordinances, or Rules and Regulations of the Police Department for the Borough and any present or past benefits which the Chief customarily enjoys, but that have not been specifically included in this AGREEMENT, shall be continued.

Article 20 - TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of April 1, 2020 and shall remain in effect to, and including, December 31, 2024. This contract will not automatically renew, the Borough shall have the option to renew it each year after December 31, 2024. The Borough will be entitled to terminate this AGREEMENT during its term or any extension thereof "for cause". "Cause" shall mean: a) dishonesty, fraud or willful misconduct in the performance of duties or breach of duty of loyalty to the Borough; b) indictment for and conviction of, or guilty plea or a plea of no contest to any felony or misdemeanor or offense of moral turpitude; c) willful failure to follow the written directives of the Borough or material breach of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

Chief Joseph J. Tracy
Joseph J. Tracy

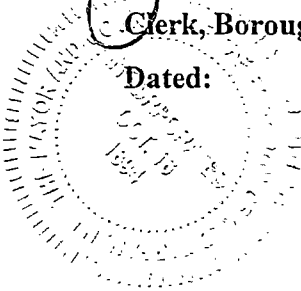
Chief of Police Borough of Old Tappan

John M. Kramer
John M. Kramer, Mayor

On Behalf of the Borough of Old Tappan

Jean Donch
Jean Donch
Clerk, Borough of Old Tappan

Dated:



FROM THE BOROUGH CLERK'S OFFICE
MEDICAL BENEFITS FOR RETIRED
POLICE OFFICERS

(For Councilman N.P. Pappas)

R E S O L U T I O N

WHEREAS, pursuant to N.J.S.A. 40A:10-23, a municipality may provide medical insurance for employees of the municipalities who have retired on disability pension or after twenty-five(25)years of service with the municipality; and,

WHEREAS, the Mayor and Council have negotiated an extension of the collective bargaining agreement between the Borough and the Policeman's Benevolent Association, Local 206 (Hereinafter "the Association"); and,

WHEREAS, the collective bargaining agreement currently provides medical benefits for retirees of the police department who have retired on a disability pension or following twenty-five(25)years of service with the Borough up to the age of sixty-five(65); and,

WHEREAS, the Borough and the Association have agreed, inter alia that the Mayor and Council shall pay one-half(1/2)of the cost of providing supplementary medical benefits(supplementing Medicare benefits)to retired police officers and their spouses from age sixty-five(65)to the death of the retiree and his spouse provided the police officer retired on a disability pension or following twenty-five(25)years of service with the Borough; and,

WHEREAS, the Borough and the Association acknowledge and agree that the Borough may terminate said medical insurance at any time provided sixty(60)days notice of such termination is given to the Association,

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Old Tappan that, in accordance with N.J.S.A. 40A:10-23, the Borough shall pay one-half(1/2)of the cost of providing supplementary medical benefits(supplementing Medicare benefits)to police officers currently employed by the Borough who subsequently retire and to their spouses from the time the retired police officer reaches age sixty-five(65)to the death of the retiree and his spouse provided the police officer retires on a disability pension or following twenty-five(25)years of service with the Borough; and,

BE IT FURTHER RESOLVED, that such coverage shall be provided until the death of the retired police officer and the death of the spouse of a police officer, except that coverage shall terminate for a spouse of a retiree if the spouse survives the retiree and then the spouse of the deceased employee remarries; and,

BE IT FURTHER RESOLVED, that the Mayor and Council may terminate such coverage at any time for any reason provided

QK

MEDICAL BENEFITS
RETIRED POLICE OFFICERS

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BE IT FURTHER RESOLVED, that the Mayor and Council may terminate such coverage at any time for any reason provided a minimum of sixty(60)days written notice of such termination is provided to the Association; and,

BE IT FURTHER RESOLVED, that this Resolution shall be incorporated by reference into the collective bargaining agreement between the Borough and the Policeman's Benevolent Association, Local 206; and,

BE IT FINALLY RESOLVED, that a certified copy of this Resolution be forwarded to the Policeman's Benevolent Association, Local 206.

INTRODUCED BY: Councilman Nicholas P. Pappas

SECONDED BY : Councilwoman Anni P. Nalbandian

ROLL CALL : Ayes-4, Nays-0, Absent-2

APPROVED

Edward J. Gallagher
EDWARD J. GALLAGHER
Mayor

ATTEST:

Marie Koehler
MARIE KOEHLER, RMC/CMC
Borough Clerk

DATED: November 14, 1994

RJ