

January 1, 2018 through December 31, 2022

**AGREEMENT
BETWEEN
BOROUGH OF PARAMUS
AND
KENNETH R. EHRENBURG
TO SERVE AS
PARAMUS POLICE DEPARTMENT
CHIEF OF POLICE**

ARTICLE I

Agreement

THIS Agreement made this 13 day of August 2017, by and between the Borough of Paramus, a Municipal Corporation of the State of New Jersey (hereinafter "Borough"), and Paramus Police Department Chief of Police Kenneth R. Ehrenberg (hereinafter "Chief" or "Chief of Police").

WHEREAS, the parties wish to memorialize the terms and conditions of the Chief's employment,

NOW, THEREFORE, in consideration of mutual promises and covenants hereinafter set forth, the parties agree as follows:

ARTICLE II

Miscellaneous

Section 1: In all references to any parties, persons, entities or corporation, the use of any particular gender or the plural or singular shall be deemed to refer to and include the appropriate gender or number, as the text may require.

Section 2: All the terms, covenants and conditions herein contained shall inure to the benefit of and shall bind the respective parties hereto, their legal representatives, successors and assigns.

ARTICLE III

Duration

Section 1: The duration of this Agreement shall be from January 1, 2018 through . December 31, 2022. It is understood that the term of the Chief's employment is indefinite as fixed by the laws of the State of New Jersey. It is the intention of the parties that this Agreement governs not the term of the Chief's employment, but the conditions of employment during the period described above.

Section 2: In the event that the parties do not enter into a new Agreement on or before midnight of December 31, 2022, then this Agreement shall continue in full force and effect from month to month, until such time as the parties enter into a new Agreement.

ARTICLE IV

Effect of Existing Municipal Ordinances

Section 1: Title 40A of the statutes of New Jersey and Chapter 103 of the Code of the Borough of Paramus are applicable to the Chief of Police. In the event there are inconsistencies between this Agreement and the Borough Ordinances, the terms of this Agreement shall supersede.

Section 2: 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.

Section 3: Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the Borough, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a) Conduct and manage the day to day operations of the Police Department;
- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c) Have, exercise, and discharge the functions, powers and duties of the police force;
- d) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- e) Prescribe the duties and assignments of all subordinates and other personnel; and
- f) Report at least monthly at the regular meeting(s) of the Borough, or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month.

ARTICLE V

Medical Coverage

Section 1 - Hospitalization: The Borough shall provide the Chief with Standard Blue Cross-Blue Shield Major Medical Plan, including extended Rider "J" or its equivalent. (See Section 4 of this Article).

Section 2 - Dental Insurance: The Borough agrees to provide the Chief with the same Dental Insurance coverage as is provided to all other police officers pursuant to the terms and conditions of the PBA contract currently in existence.

Section 3 - Paid Medical on Retirement: The Borough agrees to provide to the Chief the same full paid program of retiree medical and hospitalization insurance as is provided to all police officers within the Borough, same to be consistent with N.J.S.A. 40A: 10-23. The Borough of Paramus shall have the right to change insurance carriers so long as the benefits provided to the retirees are equal to, or better than, the program then currently in effect. Dental Insurance for retirees will be paid for by the retiree and administered by the employer.

Section 4:- The Borough of Paramus shall have the right to change insurance carriers as so long as there is no loss of benefit to the Chief and as long as the new insurance carrier's benefits are equal to, or better than, the previous insurance carrier's benefits.

Section 5 - Physical Examination: The Chief shall be entitled, at his sole option, to undergo a bi-annual physical examination. The cost of said physical examination shall be paid for by the Borough, not to exceed One Hundred Fifty (\$150.00) Dollars.

ARTICLE VI

Holidays

Section 1: The Chief shall receive twelve (12) days of regular compensation on an annual basis.

Section 2: The holiday benefit set forth in this Article shall be paid to the Chief in equal installments and shall be paid along with regular payroll. The said payment shall be used for all pension calculation purposes as part of the Chief's base salary.

ARTICLE VII

Personal Day

The Chief shall be entitled to one (1) personal day off each year.

ARTICLE VIII

Vacations

Section 1: The Chief shall be entitled to two (2) weeks vacation together with (1) additional vacation day annually for each year he has been a police officer with the Paramus Police Department with the exception of the first two years of service up to a maximum of thirty (30) days per annum. Vacation leave shall not be accumulated for use in subsequent years.

Section 2: Upon the retirement of the Chief, any unused vacation time, shall be paid to the Chief upon his retirement date. The payment shall be calculated at the Chief's daily rate of compensation upon retirement. In the event that the Chief shall become deceased prior to his retirement all unused vacation time shall be paid to the Chief's estate.

ARTICLE IX

Longevity

Section 1: The Chief shall receive the same longevity pay as is payable to other police officers within the Borough, specifically:

- a. Commencing with the first day of the calendar year during which five (5) years of continual service with the Borough shall have been completed, the Chief shall receive additional compensation at the rate of two (2%) of the Chief's current annual base salary.
- b. For each additional year of service to the Borough thereafter, commencing with the first day of the calendar year following the completion thereof, the Chief shall receive an additional four-tenths (0.4%) percent of his current annual base salary up to a maximum total of ten (10%) percent thereof.

ARTICLE X

Clothing Allowance

Section 1: The Borough shall pay the additional sum of Six Hundred (\$600.00) Dollars per year to the Chief for the purpose of purchasing uniforms and maintenance of uniforms and clothing. This additional pay shall be paid by June 30th of each year.

Section 2: The Borough agrees to pay the cost of any major uniform changes required by the Borough during the term of this Agreement. The clothing allowance shall be paid to the Chief by the third or fourth pay period following the passage of the Paramus Municipal Budget. Furthermore, the clothing allowance provided herein shall be paid to or returned by the Chief on a pro-rated basis in the event his employment is terminated voluntarily or involuntarily prior to the end of the year except in the event of death, disability or retirement.

Section 3: Personal property of the Chief necessary to the proper performance of duty (e.g. eyeglasses, watches, etc.) damaged, lost or destroyed in the line of duty shall be repaired or replaced by the Borough.

Section 4: In the event of a uniform change, no other Borough employee will be authorized to wear or purchase the same. Uniforms which are worn, damaged or destroyed in the course of duty will be replaced by the Borough upon presentation of the uniform or reason for the wear, damage or destruction which is acceptable to the Borough.

ARTICLE XI

Sick Leave and Service Connected Injuries and Terminal Leave

Section 1. The Chief of Police shall be allowed and entitled to unlimited sick leave with pay.

Section 2. If an injury is suffered by the Chief which is then determined to be compensable under the Workmen's Compensation Laws of the State of New Jersey, the Borough shall continue to pay the Chief his full pay as the Chief continues to receive temporary disability benefits for a period not exceeding one (1) year. Payment made to the Chief through Workmen's Compensation as temporary disability benefits shall be deducted from any salary payments made to the Chief under the provisions of this Section, or, if the Borough has made such full salary payments prior to receipt of the temporary disability payments by the Chief, the Chief shall assign or pay said benefits to the Borough when they are received. It is understood that the

intent of this paragraph is that the Chief shall not receive less than full pay while suffering from a compensable temporary disability, but that the Chief shall not receive more than full pay for such a period of time lost excluding the Chief's personal insurance programs. If the Borough requires the Chief to submit a certificate from a physician then the Borough shall pay for the cost of the physician.

ARTICLE XII

Leave of Absence

The Chief shall be entitled to the same leave of absence as other officers subject to the following conditions:

1. A leave of absence shall not exceed ninety (90) calendar days.
2. The Chief shall pay for his hospitalization and group insurance premiums for any period of time the Chief is on an unpaid leave of absence.
3. All requests shall be in writing and state the reason for the leave and shall be submitted to the Mayor and Council for approval.
4. The Borough reserves the right not to approve a leave of when in the opinion of the Mayor and Council, the reasons are insufficient or when the capacity of the Department to perform its duties would be impaired.

ARTICLE XIII

Bereavement Leave

The Chief shall be entitled to the following bereavement leave:

- A. The Chief shall receive up to five (5) working days leave with no loss of straight pay, which may be taken in the event of the death of a member of the immediate family.
- B. Immediate family includes only the Chief's spouse, parents, children, parent-in-law, brothers, sisters, grandparents, grandchildren or other relatives residing (as a normal member of the household) with the Chief.
- C. The Chief shall receive two (2) working days leave. With no loss of straight pay which may be taken in the event of the death of the Chief's brother-in-law, sister-in-law or grandparents-in-law to attend the funeral.

- D. Any exceptions to the above policy shall be submitted to and authorized by the Governing Body.

ARTICLE XIV

Use of Vehicle

- A. The Borough agrees to supply the Chief with an unmarked automobile to be used for police work and for his reasonable personal use. The make and model of the automobile shall be determined by the Borough. However, it shall be a full-sized, four-door car and shall be equipped with such equipment as is needed for police work.
- B. The Chief shall be permitted to use the car for his/her reasonable personal use. There shall be no limit on the use of the automobile 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 duties of the Chief of Police.
- C. The Borough shall pay all expense for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.
- D. The automobile shall not be used by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE XV

Meals

Section 1: When the Borough requires the Chief to attend a Police activity outside the Borough, the Chief shall be entitled to up to Forty Dollars (\$40.00) for meals per day.

ARTICLE XVI

Residency

The Chief shall not be required to be a resident of the Borough, unless otherwise provided by law.

ARTICLE XVII

Insurance

The Chief's designated beneficiary shall be entitled to a Ten Thousand (10,000.00) Dollar Life Insurance benefit upon the Chief's death. In the event the PBA enters into an agreement that terminates this benefit the Chief will be obligated to terminate this benefit.

ARTICLE XIII

Higher Education and Technical Training Incentive Program

Section 1: The Chief shall be entitled to all higher education and technical training benefits afforded to other members of the Paramus Police Department.

ARTICLE XIX

Educational Programs/Law Enforcement Conferences

Section 1: With prior notification to the Mayor and Council, the Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, the New Jersey State Association of Chiefs of Police, the Bergen County Police Chiefs' Association, the New Jersey State Police, Federal Bureau of Investigation, or any other educational program of a management or supervisory nature. All reasonable expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Borough. In no event shall the Borough be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities.

Section 2: If the Chief of Police attends a conference at Borough expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers. The Chief of Police shall also be required to provide a written report to the Mayor and Council, which details the information presented at the conference, including how such information is valuable and useful to the Police Department. Such report shall also include recommendations as to how the information can be implemented for the improvement of the Police Department.

Section 3: The Borough also agrees to pay dues for membership by the Chief of Police in the International Association of Chiefs of Police.

Section 4: The Borough agrees to grant time off and pay all expenses incurred by the Chief of Police attending any meeting of the above-named associations. In the event any such meeting occurs outside the State of New Jersey, the Chief of Police shall first notify the Mayor and Council.

ARTICLE XX

Wages

Section 1: The salaries for the Paramus Chief of Police covered by this Agreement shall be set forth below from January 1, 2018 through December 31, 2022.

<u>Year</u>	<u>Amount</u>	<u>Description</u>
2018	\$211,462.32	2% Increase
2019	\$215,691.57	2% Increase
2020	\$220,005.40	2% Increase
2021	\$224,405.51	2% Increase
2022	\$228,893.62	2% Increase

In the event Paramus PBA Local 186 negotiates a pay increase, for their membership, greater than 2% for any of the above years, the Deputy Chief will be entitled to a recalculation of these increases equal to the rate received by members of the PBA 186.

ARTICLE XXI

Defense of Police Officers

Section 1: The Chief shall be entitled to the same indemnification and attorney defense benefits as are provided to all other police officers of the Borough of Paramus and such additional benefits as he may be entitled to by the laws of the State of New Jersey.

ARTICLE XXII

Term and Renewal

This Agreement shall have a term from January 1, 2018 through December 31, 2022. If the parties have not executed a successor agreement by December 31, 2022 then this agreement shall continue in full force and effect until a successor agreement is executed.

ARTICLE XXIII

Hours of Work

Section 1: The Chief of Police is responsible for the operation of the entire police department and, therefore, no specific hours can be determined.

ARTICLE XXIV

CONTRIBUTION TO MEDICAL INSURANCE

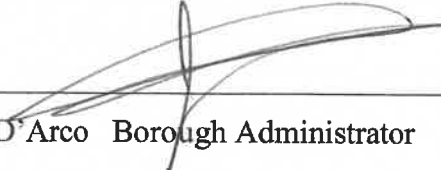
Section 1: The Chief of Police will be responsible for the following contributions to his medical costs while actively employed as a police officer by the Borough of Paramus: The Chief of Police's employee contribution toward medical benefits while actively employed as a police officer shall be 1.5% of his annual base salary as stated above in Article XX.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals or caused this Agreement to be signed by their authorized officers or representatives on the day and year first above set forth.

BOROUGH OF PARAMUS



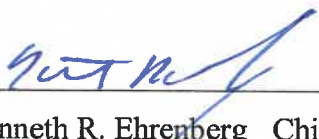
Richard LaBarbiera Mayor Date



Joseph D'Arco Borough Administrator Date

v


Annemarie Krusznis RMC, Borough Clerk Date



Kenneth R. Ehrenberg Chief of Police Date

