

**EMPLOYMENT AGREEMENT
BETWEEN
THE BOROUGH OF MERCHANTVILLE
AND
WAYNE K. BAUER, CHIEF OF POLICE**

ARTICLE I
RECOGNITION

THIS AGREEMENT, entered into on this 21 day of February __, 2017, by and between the Borough of Merchantville, a municipal corporation of the State of New Jersey (hereinafter referred to as "the Borough"), and Wayne K. Bauer (hereinafter referred to as the "Chief" or "Chief of Police"), 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 of Police.

ARTICLE II
TERM OF AGREEMENT

The Agreement shall run for the term beginning on the retroactive date of July 1, 2013 and ending on June 30, 2018.

ARTICLE III
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 IV
RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by Borough Council, the responsibilities of the appointed Chief of Police shall include, but not limited to, 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 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
WORKWEEK

1. The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which the Chief has supervisory control. The Chief of Police shall work at least forty-hours (40) per week.

2. The Chief of Police shall be entitled to utilize personal days as provided in Article IX.

ARTICLE VI

SICK LEAVE

1. Sick leave is hereby defined as an absence from the post of duty by the Chief, while in good standing, due to illness, accident injury, disability, and exposure to contagious disease, or the necessity to attend to and care for a seriously ill member of his immediate family.

2. In the event the Chief of Police requires leave due to any of the above stated reasons not caused by other employment or business ventures, he may request and shall be granted a leave of absence with full pay, as herein provided.

3. If the Chief of Police is absent from work on sick leave and is unable to report for duty for three (3) or more consecutive working days, the Borough may require a physician of its choice to provide a medical statement concerning the need for sick leave. In the alternative, the Borough may require the Chief of Police to submit acceptable medical evidence substantiating the need for sick leave.

4. If the Chief of Police is absent from work for reasons that entitle him to sick leave, the Police Department shall be notified as early as possible, but no later than eight (8) hours prior to the start of the scheduled work shift from which the Chief is absent, except in the case of an emergency. Failure to so notify may be cause for denial of the use of sick leave for that absence and could constitute cause for disciplinary action.

5. The term immediate family for the purpose of this Article shall include the following: a) spouse; and b) any other relative residing in the Chief of Police's household.

6. Sick leave shall accrue for the Chief of Police at the rate of fifteen (15) working days in every calendar year of employment, and shall accumulate from year to year.

7. Upon retirement, all unused sick days shall be compensated at the rate of \$35.00 per day, to a maximum of three hundred seventy five (375) days. Payment shall be paid in four equal installments. The first installment shall be paid in the first pay period following retirement. The second, third and fourth installments shall be paid in the second pay period in January in each succeeding year.

ARTICLE VII

INJURY LEAVE

1. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement he shall be entitled to full pay for a period of one year. If the Chief exercises this right, he shall surrender to and deliver any workman's compensation salary payments to the Borough, in order to receive his entire salary payment.

2. When injured while working, whether slight or severe the Chief of Police must make an immediate report, if practicable, prior to the end of the shift. Failure to report any injury may result in the failure of his receiving compensation under this Article.

3. The Chief of Police shall be required to present evidence by way of a certificate or report of a physician designated by the Borough that he is unable to work and the Borough may reasonably require him to present such a certificate or report from time to time.

4. If the Borough does not accept the certificate or report of the physician designated by the Chief, the Borough shall have the right, at its own cost, to require him to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

5. In the event the Borough's physician certifies the Chief fit to return to active duty, injury leave benefits granted under this Article shall be terminated. However, if the Chief disputes the determination of the Borough physician, then the Borough and the Chief shall mutually agree upon a third physician, who shall then examine him. The cost of the third physician shall be borne equally by the Borough and the Chief. The determination of the third physician as to the Chief's fitness to return to active duty shall be final and binding upon the parties. In the event the physician also certifies him fit to return to active duty, any injury leave benefits granted under this Article shall be terminated.

ARTICLE VIII

FUNERAL LEAVE

1. In the event of death in the Chief of Police's immediate family (herein defined as either a spouse, parent, sibling, child, grandchild, spouse's parent or the spouse of Chief's child), the Chief of Police shall be granted time off, without loss of pay, commencing no later than the day of the funeral, but in no event to exceed three (3) consecutive calendar days.

2. The Chief of Police will be granted special funeral leave, without loss of pay, for a period of two (2) days due to the death of any other relative or individual not specified above.

ARTICLE IX

VACATIONS

1. The Chief of Police shall be entitled to four (4) weeks of vacation time annually with each week consisting of five (5) working days.

2. The Chief of Police shall be entitled to schedule his vacation time, provided that he shall not take vacation leave unless an immediate subordinate is 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 his presence. He shall be required to report to the Director of Public Safety the dates which he has selected for his vacation. Such information shall be provided to the Director, in writing, at least two weeks (2) weeks in advance of the beginning of the vacation period. If the vacation periods elected by the Chief of Police conflicts with a placed activity that requires his presence, the Director shall have the right to require the Chief of Police to select a different vacation period.

3. Vacation time shall be computed from the original day of employment. Any unused and accrued vacation time shall be compensated for by the Borough as straight time when the Chief becomes separated either voluntarily or involuntarily, or retires from employment with the Borough. However, any unused and accrued vacation time will not be compensated for if the Chief terminates his employment with the Borough without giving six months (6) month's prior notice to retirement. Payment for unused vacation time shall be made in four equal installments. The first installment shall be paid in the first pay period following retirement. The second, third and fourth installments shall be paid in the second pay period in January in each succeeding year.

4. During the term of this Agreement, the Chief of Police shall be entitled to "sell back" to the Borough, at the rate of its accrual, up to ten (10) of his unused Vacation Days per calendar year.

ARTICLE X

HOLIDAY TIME

1. The Chief of Police shall be entitled to nine (9) paid holidays per calendar year during the term of this contract which shall be in addition to five (5) personal holidays. This total number of holidays shall be fourteen (14).

2. When any of these holidays shall occur on a Saturday the holiday shall be observed on the Friday immediately preceding such Saturday. When any of these holidays shall occur on a Sunday the holiday shall be observed on the Monday immediately following such Sunday.

3. The personal holiday shall be taken at no additional cost to the Borough. The Chief of Police may utilize a personal holiday only on a day when a subordinate is working on the holiday recognized under this Article of the agreement, and shall not be expected to report to duty. If the Chief of Police is required to report to duty on a holiday, he shall be granted compensation time for such hours as are worked on the holiday. The compensation time shall be utilized when the subordinate is working.

ARTICLE XI

INSURANCE, HEALTH, WELFARE

1. The Borough shall maintain medical insurance coverage for the benefit of the Chief of Police, his spouse and children at levels of not less than those presently in effect. The Borough shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided. At no time shall the Chief receive less medical insurance coverage than that which is received by any other member of the Police Department.

2. In accordance with the provisions regarding health care contributions of New Jersey public employees and as set forth more fully in P.L. 2011, c.78, the Chief of Police is required to contribute to the costs of his health care benefits under P.L. 2011, c.78 for the term of this Agreement.

3. A. Upon retirement after twenty five (25) years of service with the Police Department, and continuing thereafter, the Chief of Police, his spouse and children shall be entitled to receive, at no cost to them, insurance coverage at levels not less than those in effect for active officers of the Borough, along with a drug prescription plan and dental plan as though he was still employed by the Borough. These benefits shall continue for the Chief and his present wife, Rose Bauer, for a period of fifteen years or until such time as the Chief and his wife become Medicare eligible.

B. Should the Chief pre-decease his spouse, she will continue to receive the coverage described in paragraph 3(A) of this Article at no cost to her, so long as she does not remarry.

C. The Borough has the right to change carriers provided the benefits to be provided are equal to or better than the benefits existing prior to the change.

4. The Borough shall supply the Chief of Police 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 of Police, 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, including compensatory and punitive damages for actions filed subsequent to the expiration of this agreement. Life Insurance of fifteen thousand dollars (\$15,000.00) will also be provided by the Borough at no cost to the Chief; however, premiums for any extra coverage amounting to more than fifteen thousand dollars (\$15,000.00) will be paid by the Chief of Police.

ARTICLE XII

CLOTHING ALLOWANCE

1. The Chief of Police shall be entitled to a total allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$400.00 yearly. This allowance shall be paid in full no later than June 1st of each year. This allowance is not for the purchase or replacement of uniforms or clothing, but is to offset the cost of cleaning and maintaining these items.

2. The Borough shall replace any clothing or personal items damaged or destroyed in the line of duty, or reimburse the Chief of Police for the cost of replacing such items, provided reasonable replacement costs are mutually agreed to between the Borough and the Chief.

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

ARTICLE XIII

SALARY

1. Commencing on the dates set forth below, the base annual salary of the Chief of Police shall be increased as of July 1st of each year (with retroactive effect for prior years) as follows:

July 1, 2013 - \$100,432.27 (4.75%); July 1, 2014 - \$105,202.80 (4.75%); July 1, 2015 - \$110,042.12 (4.60%); July 1, 2016 - \$112,837.18 (2.54%); and July 1, 2017 - \$115,093.92 (2.0%). Retroactive compensation shall be paid in three equal installments as follows: The first two installments shall be paid in the first two pay periods immediately following approval of this agreement. The third installment shall be paid in the first pay period in 2018.

2. **Police Experience Pay:** The Chief of Police shall be paid additional compensation in the amount of six (6%) percent of his base pay for his years of police experience with the Borough of Merchantville. The Police Experience Pay shall be included in the Chief of Police's base salary, and payment shall be included in the Chief of Police's regular bi-weekly pay check in accordance with the Borough's established salary policies.

3. The Borough also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, and the South Jersey Association of Chiefs of

Police. However, the total amount of membership dues shall not exceed \$700.00 unless expressly permitted in writing by Borough Council.

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, as long as such meetings are held within the State of New Jersey.

ARTICLE XIV

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 XV

FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues that 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 XVI

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 the Borough Charter,

Ordinances, or Rules and Regulations of the Police Department for the Borough, and any present or past benefits which the Chief of Police customarily enjoys, but that have not been specifically included in this agreement, shall be continued.

ARTICLE XVII
TERM AND RENEWAL

THIS AGREEMENT will remain in force until such time as it is re-negotiated by the parties.

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

CHIEF OF POLICE


Wayne K. Bauer

THE BOROUGH OF MERCHANTVILLE


Edward F. Brennan, Mayor


John Grasso, Director of Public Safety

ATTEST:


Denise Brouse, Borough Clerk

DATED: 2/21/2017