

**Borough of Jamesburg
131 Perrineville Road
Jamesburg, New Jersey 08831
(732) 521-0011**

**Employment Contract
Borough Chief of Police**

THE WITHIN EMPLOYMENT CONTRACT (hereinafter referred to as "Contract"), is hereby entered into the 19th day of February, 2020, by and between the:

BOROUGH OF JAMESBURG, with offices at:

131 Perrineville Road, Jamesburg New Jersey 08831

(Herein referred to as the "Borough"),

-and-

James J. Craparotta,

(herein referred to as the "Chief of Police").

WITNESSETH:

WHEREAS, pursuant to N.J.S.A. 40A:14-118., the Mayor and Borough Council may employ a Borough Chief of Police for the Borough's Police Department and determine the Chief's compensation and prescribe the Chief's powers, functions and duties, and

WHEREAS, the Mayor and Borough Council believe that the need exists to employ a Borough Chief of Police to perform those duties set forth in the Ordinances of the Borough of Jamesburg, and

WHEREAS, James J. Craparotta is qualified to perform the duties of the Borough Chief of Police and has accepted an appointment to serve as Borough Chief of Police and,

WHEREAS, the Borough and the Chief of Police have agreed upon the Chief of Police's terms and conditions of employment and wish to memorialize such matters in this Contract; and

NOW, THEREFORE, the Borough and the Chief of Police, for the consideration herein specified below, set forth their full and complete agreement as follows:

1. Term and Renewal:

The Borough, in consideration of the Chief of Police's promises as set forth below, hereby employs, and the Chief of Police hereby accepts employment as full-time Borough Chief of Police. The Chief of Police's term of office shall be at all times subject to the terms and conditions of N.J.S.A., Title 40A. Subject to the foregoing, the term of the Contract shall be from January 1, 2020 through December 31, 2023 and said Contract may then be renewed on a year-to-year basis or such other term which the parties herein shall mutually agree.

2. Duties:

The Chief of Police shall perform those duties set forth in N.J.S.A. 40A:14-118 and the Ordinances of the Borough of Jamesburg, as amended from time to time. In addition, the Chief of Police may perform such duties as allowed by law, as requested to him by the Mayor and Council. 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 authority as he may deem necessary for the efficient operation of the force to be exercised under direction and supervision;
- e. Prescribe the duties and assignments of all subordinates and other personnel; and
- f. Report as directed to the appropriate authority concerning the operation of the police force.

3. Workweek:

- a. The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. If for any reason the chief must work over 40 hours in a given week he may adjust his hours in the future.
- b. The Chief's primary hours will be during the day but he may adjust them to meet the needs of the Agency and the Borough.

4. Vacation/Sick time:

- a. Upon retirement the Borough shall pay all banked time at a rate of 100% of the Chief's salary up to 400 hours for sick time and 400 hours for vacation time.

5. Salary:

The Borough shall pay the Chief of Police the following annual compensation less the required deductions under the Federal and New Jersey statutes and regulations. This compensation shall be paid to the Chief of Police in accordance with the Borough's regular pay periods

<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
a. Pay \$173,962.00	\$179,800.00	\$185,806.00	\$190,132.00

b. Annuity Plan: For 2020 and 2021 the Employer shall contribute the sum of 1% of base salary into an annuity plan for the Chief. The Chief will have the option to make additional contributions to the annuity plan, by means of automatic payroll deduction and paid into the plan each pay period. These deductions can either match or increase the contributions made by the employer. These changes can be made any time during the course of employment.

6. Benefits:

a. Vacation:

The Chief of Police shall be granted a total of 280 hours of vacation time on January 1st of each year. It is expressly understood that the earned unused vacation days shall accumulate from year to year in a stored "bank" not to exceed five hundred hours (500). If the Chief's bank exceeds five hundred hours (500) he shall be compensated at a rate of 50% of that his base pay for the excess over 500 hours on or before December 31st of the current year. The Borough recognizes if the Chief ceases employment for any reason the Borough shall pay all banked vacation time up to 500 hours at a rate of 100% of that individual's base pay, except upon retirement in which case the

employee shall only be paid according to section 4 subsection a of this agreement.

b. Personal Leave:

The Chief of Police shall be granted 42 hours personal leave per year.

c. Holidays:

The Chief of Police shall be granted thirteen (13) paid holidays off each year. The Chief of Police shall be scheduled off when the below listed holidays are observed. If the observed holiday falls on a Saturday, the Chief of Police shall be scheduled off on Friday, if the observed holiday falls on a Sunday the Chief of Police shall be scheduled off on Monday. The following shall be considered legal holidays during the term of this agreement. The Chief of police will work Memorial Day and Independence Day because of the ceremonies that occur on these holidays in the Borough of Jamesburg. The Chief of Police will be compensated for the hours worked in the form of time owed to be taken off in the future, calculated at straight time (hour for hour).

New Year's Day
Columbus Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day

Martin Luther King Day
Election Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

d. Sick Leave:

The Chief of Police shall be granted a total of 126 hours of sick time on January 1st of each year. It is expressly understood that the earned unused sick time shall accumulate from year to year in a stored "bank" not to exceed five hundred hours (500). If the Chief's bank exceeds five hundred hours (500) he shall be compensated at a rate of 50% of that his base pay for the excess over 500 hours on or before December 31st of the current year. The Borough recognizes if the Chief ceases employment for any reason the Borough shall pay all banked sick time up to 500 hours at a rate of 100% of that individual's base pay, except upon retirement in which case the employee shall only be paid according to section 4 subsection a of this agreement.

e. Educational Programs / Law Enforcement Conferences

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 (IACP), New Jersey State Association of Chiefs of Police (NJSACOP), Middlesex County Association of Chiefs of Police (MCACOP), New Jersey State Police (NJSP), Federal Bureau of Investigations (FBI), FBI National Academy Associates (FBINAA), Mid-Atlantic Great Lakes Organized Crime Law Enforcement Network (MAGLOCLLEN) or any other educational program of a management or supervisory nature. All 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.

The Borough agrees to grant time off, including travel time, and pay all associated and reasonable expenses, not to exceed \$2,000 annually, for the Chief of Police to attend the annual New Jersey State Association of Chiefs of

Police Conference, the annual International Association of Chiefs of Police Conference, and the annual FBI National Academy Associates Conference. If the Chief of Police attends a conference at Borough's expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers.

The Borough agrees to grant time off with pay for the Chief of Police attending any meeting of the above-named associations in addition to meetings held by the Middlesex County Association of Chiefs of Police, as long as such meetings are held within the State of New Jersey.

f. Professional and Civic Organizations:

The Borough will pay for the Chief of Police's annual membership in any of the State, Local Police Associations and to such other professional and civic associations as the Borough may deem necessary and appropriate but not to exceed the sum of \$1,000.00 per year.

g. Pension:

The Borough shall pay its required share of contributions for the Chief of Police's PFRS pension.

i. Health Benefits:

The Borough will provide to the Chief of Police the same health benefits package as provided to other full-time Borough Police officers covered in the contract between Borough of Jamesburg and the Policeman's Benevolent Association Local no.389. Such benefits shall commence as provided in the Borough's agreement with its health insurance carrier. The Chief of Police's health benefit package shall remain equal to that provided to other full-time Borough employees for the life of this Contract, including the employee contribution.

Upon retirement the Chief of Police shall receive Borough paid health, prescription in existence at retirement and such coverage shall continue until Medicare eligibility commences so long as the Chief of Police shall not receive such a benefit from any employment in which he may engage subsequent to retirement. Such policy shall be in conformance with Chapter 88. P.L., 1974: STATE HEALTH BENEFITS PROGRAM adopted by resolution by the Borough of Jamesburg February 24, 1981.

The Borough retains the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.

j. Use of Borough Vehicle:

The Borough agrees to provide to the Chief of Police with an unmarked vehicle. This vehicle is being provided to the Chief of Police with the understanding that he is on duty and on call on a 24 hour a day basis. Under N.J.S.A. 40A: 14-118, the Chief of Police reserves the right to assign any such police vehicle assigned to the Police Department for his use. This vehicle shall be a full-sized,

unmarked four door vehicle and shall be equipped with such equipment as is needed to perform police work.

The Borough shall pay all expenses for the operation and upkeep of said vehicle, such as automobile insurance, tires, gas, oil changes, and any other expenses that are associated with repairing and maintaining said vehicle.

This vehicle 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.

It is preferred that the Chief of Police utilize the gasoline available at the Borough facility at the Department of Public Works to fill his assigned vehicle. The Chief of Police is also permitted to obtain gas for said vehicle at a gas station designated by the Borough for such use.

In the event gasoline must be obtained from any other source, the Chief of Police would be obligated to provide to the Borough the reason for utilizing said gasoline (in lieu of those set forth above) and would then be reimbursed upon submission of the appropriate receipts to the Borough Administrator.

7. Reimbursement upon Retirement/Subject to Notice:

- a.** During the term of this contract, should the Chief of Police decide to retire, he is required to provide to the Borough 90 days advanced written notice of his retirement date. Said notice, once accepted by Council cannot be withdrawn by the Chief of Police without the approval of the Council.

8. Bereavement Leave:

The Borough shall provide the Chief of Police with the same bereavement leave as provided to the members of the Jamesburg Policeman's Benevolent Association, Local No. 389

9. Equipment/Uniforms:

- a. Any equipment required by the Chief of Police for his employment with the Borough of Jamesburg shall be approved, paid for and maintained by the Borough. Said equipment shall remain the property of the Borough of Jamesburg and upon termination of the Chief of Police's employment shall be returned to the Borough in good working order.
- b. Uniforms and maintenance required by the Chief of Police shall be paid for by the Borough of Jamesburg \$1750.00 per year for 2020.

10. Indemnification:

The Borough agrees to defend, hold harmless, and indemnify the Chief of Police from any and all demands, claims, suits, actions, and legal proceedings brought against the Chief of Police, for any act or omission arising out of and directly related to the lawful performance of the duties of his office and employment. The Borough will provide a defense to the Chief of Police by first allowing the Chief of Police an opportunity to select his own attorney, unless such attorney is provided by the Borough's insurance carrier. If the Chief of Police elects not to select his own attorney, the Borough shall appoint an attorney to represent him.

11. Termination:

This Contract may only be terminated by Resolution of the Mayor and Council and in compliance with Borough Ordinance and N.J.S.A., Title 40A.

12. Conflicts:

In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of the Borough's ordinance or policies, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Borough's ordinances or policies.

13. Savings Clause:

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.

14. Separation Agreement Upon Retirement

The Chief and the Borough agree that the following additional terms and conditions shall be applicable as of the date of the Chief's retirement:

The Chief shall return all issued property, such as but not limited to equipment, phone, keys, access buttons and identification cards to the Borough.

The Borough shall pay the Chief for any unused time as set forth in Section Four (4) of this agreement.

The Borough shall provide the Chief with a retirement identification and badge identical to the standard issued.

The Borough agrees that subsequent to retirement, the Chief will continue to have the same Professional Liability Insurance protection that existed during his active employment for defense and indemnification in the event that a claim is made as to acts or omissions in his official position during active employment. Where the Borough deems it necessary for separate counsel to be appointed, the Chief may select the attorney of his choice provided that the Borough shall not pay more than its policy provides for attorney fees.

The Borough agrees that if it or any of its agents requests that the Chief, after his retirement, attend hearings or hearing preparation or supply information on actions taken by him while he was employed by the Borough, it will pay the Chief his hourly rate during the year of retirement per hour for time actually spent on such matters.

Any dispute concerning the terms and conditions of this Agreement shall be resolved by arbitration. The Chief and the Borough herewith agree to select a mutually agreed upon arbitrator to resolve said disputes.

This Agreement is made and entered into the State of New Jersey and shall in all respects be interpreted, enforced and governed under the laws of the State of New Jersey. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be part of this Agreement.

The Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the employment of the Chief as the Chief of Police of the Borough of Jamesburg or the Benefits payable to the Chief upon his retirement from the Borough.

If the Chief passes away prior to retirement all accumulated time will be paid to his designated beneficiary

15. Fully Bargained Provision:

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all issues subject to collective bargaining 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.

16. 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 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.

17. Headings:

The captions and headings in this Contract are for convenience and ease of reference only and in no way define, limit or describe the scope or intent of this Contract and such headings do not in any way constitute a part of this Contract.

18. Notices:

Any notice or other communication which is required to be given under this Contract, or pursuant to Borough Ordinance, shall be in writing and shall be deemed to have been validly given if delivered in person or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Borough:

Borough of Jamesburg
131 Perrineville Road
Jamesburg, New Jersey 08831

-and-

If to the Chief of Police:

James J. Craparotta

Changes in the respective addresses to which such notices may be directed may be made from time-to-time by any party by providing written notice to the other party in accordance with the terms of this paragraph.

19. Advice of Attorney:

Each party hereto acknowledges that it has had ample opportunity to have the form of this Agreement reviewed by an attorney of his or her choosing prior to the execution of this Agreement.

20. Counterparts:

This Contract may be executed in any number of counterparts with the same effect as if the signature and seals hereto and thereto were upon the same instrument.

21. Construction:

The language of all parts of this Contract shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

22. Governing Law:

This Contract is made and entered into the State of New Jersey and in all respects shall be interpreted, enforced and governed under and in accordance with the Laws of the State of New Jersey.

23. Complete Agreement:

This Contract embodies the entire agreement between the parties hereto and supersedes any prior or contemporaneous agreement, representation or understanding, whether written or oral. This contract may not be modified except by written instrument executed by all parties hereto. This agreement shall be in full force and effect as of January 1, 2020. This contract will remain in force until such time as it is re-negotiated by the parties.

IN WITNESS THEREOF, the Borough has caused these presents to be executed and its seal to be hereunto affixed by its duly authorized officer and James J. Craparotta has hereunto set his hand and seal this 19th day of February, 2020.

BOROUGH OF JAMESBURG

By: Marlene M. Lowande
Marlene M. Lowande
Mayor

Witness: Scott M. Frueh
Scott M. Frueh
Borough Administrator

James J. Craparotta
James J. Craparotta
Chief of Police

Susan Boulogne
Susan Boulogne
Borough Clerk