

cc: G Baumann-
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S. Sabougenia-
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✓ C. Horne-
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P. Valesi-
copy

FREEHOLD TOWNSHIP EMPLOYMENT AGREEMENT

GEORGE K. BAUMANN, CHIEF OF POLICE

THIS AGREEMENT entered into February 1, 2020 between the Township of Freehold, 1 Municipal Plaza, Freehold, New Jersey 07728 (hereafter referred to as "Township") and George K. Baumann, [REDACTED] (hereafter referred to as "Employee").

The Township hereby agrees to employ the services of the Employee as the Chief of Police of the Township of Freehold and to perform the services related to that title as provided in N.J.S.A. 40A:14-118 and Chapter 51 of the Code of the Township of Freehold. The purpose of this Agreement is to set forth the terms and conditions of the employment. Therefore, the Township and Employee agree to the following terms and provisions of employment:

1. **Term of Agreement.** The terms and provisions of this Agreement shall remain in effect from February 1, 2020 and until the Employee either terminates his employment, retires or is otherwise removed according to law.

2. **Exclusive Employment.** Employee agrees to remain in the exclusive employ of the Township and shall not accept other employment or become employed by any other employer through his employment with the Township without the express written permission of the Township Administrator.

3. **Work Schedule.** The Employee 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 Employee shall work at least forty (40) hours during the standard work week. The standard work week being Sunday through Saturday. The Employee understands that, as Chief of Police,

he is exempt from, and therefore not entitled to, overtime pursuant to the provisions of the Fair Labor Standards Act.

4. **Powers and Duties.** The powers of the Employee shall be as set forth in N.J.S.A. 40A:14-118 and Chapter 51 of the Code of the Township of Freehold, as well as such further duties and responsibilities that may be reasonably assigned by the Governing Body provided such duties and responsibilities are not inconsistent with N.J.S.A. 40A:14-118 or the Code of the Township of Freehold for the position of Chief of Police.

5. **Annual Salary.** The annual salary for the Employee shall be

Effective February 1, 2020 \$197,649

Salary increases beginning January 1, 2021 shall be in accordance with the annual salary resolution adopted by the Township Committee. There shall be no payment for longevity. There shall be an additional \$750 stipend related to Article XVI of the SOA Contract.

6. **Benefits.** (a) The parties agree that the Employee shall be entitled to the same benefits as provided to the members of the collective bargaining unit known as "PBA Local 209 Superior Officers" ("Local 209") and shall be entitled to receive the same benefits as provided in the collective bargaining agreement between the Township and Local 209. It is further agreed that entitlement to the benefits shall be coextensive with the period of time that the Employee holds such office within the Township of Freehold Police Department and such benefits shall terminate upon the Employee no longer holding such rank, except that upon retirement from such position, the Employee shall be entitled to the same retirement benefits as provided for in the collective bargaining agreement with the Local 209. In such instances where this agreement and the Local 209 Agreement differ, this agreement shall govern.

(b) Employee shall be entitled to thirty-four ³⁷~~(34)~~ vacation days, which must be used during the calendar year or forfeited, with the exception of up to five (5) vacation days, which may be carried to the next year. The days carried over must be used by April 30th of the next year, or forfeited. A request to carry days over to the next calendar year must be requested to the Township Administrator.

7. **Vehicle Use.** In order to respond to emergency situations the Employee shall have unrestricted use of an unmarked Police Department vehicle on a twenty-four (24) hour basis, the cost of which is to be borne by the Township. Such vehicle shall be used only for official police business and authorized personal use that is incidental to official police business, recognizing the Employee's need to respond immediately to emergencies.

8. **Savings Clause.** It is understood and agreed that if any provision of this Agreement or the application of this Agreement shall be held invalid, the remainder of this Agreement or the application shall not be affected thereby. If any provisions are so invalid, the Township and the Employee shall meet for the purpose of negotiating changes made necessary by applicable law.

9. **Completeness of Agreement.** This Agreement constitutes the entire agreement between the parties and settlement for the term of this Agreement all matters which were, or might have been, raised in discussions leading to the signing of the Agreement. All employment conditions and policies not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Code of the Township and rules and regulations of the Township Police Department.

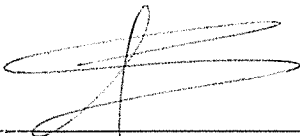
10. **Personnel Manual.** The Township's Personnel Manual and the rules and regulations pertaining to the Township of Freehold Police Department have been given to the Employee.

11. Discharge and Suspension. The Employee shall not be suspended or discharged without just cause. If suspended or discharged for just cause, he may appeal such action in accordance with the provisions of N.J.S.A. 40A:14-118 et. seq. as well as any other applicable law or ordinance.

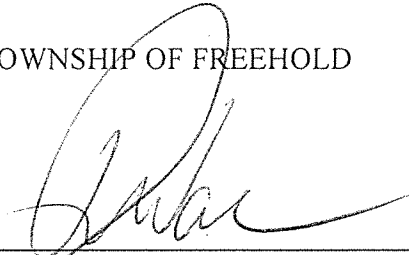
12. Signatures:

WITNESS (AFFIX SEAL)

TOWNSHIP OF FREEHOLD



SANABEL ABOUZENIA,
Township Clerk



PETER R. VALES, Township Administrator

WITNESS:



GEORGE K. BAUMANN, Chief of Police