

**EMPLOYMENT AGREEMENT
BETWEEN THE
BOROUGH OF EDGEWATER
AND
CHIEF OF POLICE**

RECOGNITION

THIS AGREEMENT, entered into on this _____ day of _____, 2011, by and between the Borough of Edgewater, in the County of Bergen, New Jersey (hereinafter referred to as the “Borough”), and Joseph Klimaszewski (hereinafter referred to as the “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.

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.

RESPONSIBILITIES OF THE CHIEF OF POLICE

The responsibilities of the appointed Chief of Police shall be pursuant to state law, the Ordinances of the Borough, the regulations and policies established by the Borough, New Jersey State Attorney General, New Jersey State Civil Service Commission, the Bergen County Prosecutor and from time to time amended at the direction of the Mayor and

Council through its appropriate authority. The explicit responsibilities and duties are the following but not limited 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) Complete a written report at least monthly for the Borough in any manner or form the Borough shall require, as to the operation of the police force during the preceding month.

WORKWEEK

The Chief of Police shall work a 40 hour work week or a mutually agreeable alternative schedule, as well as during emergencies or as needed to fulfill his role as the Chief Law Enforcement Officer for the Borough of Edgewater.

SICK LEAVE

Sick leave is defined to mean a necessary absence from duty due to illness or a non-service related injury.

- a) Sick leave shall consist of fifteen (15) days per year which shall be accrued at the rate of one and one-quarter (1 ¼) days per month. Any unused days of sick leave shall accumulate year to year up to a maximum of 375 days. Upon retirement, one-half of the accumulated sick leave days shall be paid in cash to the employee at his present grade based on the previous years based salary plus longevity.
- b) The Chief of Police shall notify the appropriate authority, the ranking officer, as well as the assistant to the chief as soon as possible upon the determination of the taking of a sick day.
- c) In the event the Chief of Police is absent on sick leave for more than three (3) days consecutively he shall submit acceptable medical evidence substantiating the illness to the appropriate authority of the Borough.

BEREAVEMENT LEAVE

Absence due to the death in the immediate family of the Chief of Police will be granted up to three (3) days per year and shall not be charged against the Chief's vacation or sick leave.

- a) Immediate family shall consist of and be restricted to the following; wife, children, parents, mother-in-law, father-in-law, brothers, sisters, and grandparents, grandchildren.
- b) For non-immediate family, friend, or relative, one (1) day funeral leave shall be granted deducted from the provided three (3) days.

VACATIONS

The Chief of Police shall be entitled to 30 calendar days per year to be considered as vacation days with one (1) day additional for every five (5) years of service.

- a) The Chief of Police shall notify the Borough's appropriate authority and ranking officer as soon as possible when the Chief has scheduled a vacation and will not be available to run the day to day operations of the police department.
- b) The Chief of Police shall provide the "officer-in-charge" with contact information in order to advise the Chief of Police of any and all emergencies or situations that as Chief of Police, he shall be consulted during his vacation.
- c) The Chief of Police shall schedule his vacation(s) in order that the Captain, or the next ranking officer who shall serve as the Chief's designee in his absence, will be on duty and the "officer-in-charge" for the duration of his absence. The "officer-in-charge" shall report to the appropriate authority of the Borough while in command of the police department.

INSURANCE AND MEDICAL BENEFITS

The Chief of Police shall receive medical insurance coverage for the benefit of the Chief and his family (herein defined as a spouse and or dependent(s) who qualify) at levels presently in effect at the time of ratification of this agreement mirroring the current PBA agreement. The Borough shall have the right to change coverage so long as it is substantially similar to, or improved upon, the current benefits. At no time shall the Chief and his dependents receive less medical coverage than what is provided to all members of the PBA collective bargaining unit.

a) Upon retirement with 25 years of active service to the Edgewater Police Department, the Chief, and his dependent(s) who may qualify, shall be eligible to receive medical benefits mirroring the existing PBA collective bargaining agreement in effect on June 20, 2011.

LEGAL COUNSEL

The Borough shall supply the Chief of Police with necessary legal services and or reimbursement to the Chief for legal matters arising out of and directly related to the exercise of police powers in the furtherance of his official duties in accordance with N.J.S.A 40A:14-155, and in 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. In the event that any action or legal proceeding is covered by the Joint Insurance Fund, the Borough's Municipal Excess Liability Policy, or any other applicable insurance coverage, the respective insurance carrier shall represent the Chief, upon prompt notice to the Chief. The hourly rate to be paid to any attorney, or to be reimbursed to the Chief, under this agreement, shall not exceed the current rate of the Borough Attorney as set forth in the Borough Ordinance. The Borough's responsibility under this section for claims arising during the effective term of this agreement shall survive the expiration of this agreement. In the event that no applicable insurance coverage is in effect, the Chief of Police, subject to the approval of the Borough, may make the selection on an attorney, and the Borough shall not unreasonably withhold approval. The hourly wage of said attorney shall not exceed the current rate of the Borough Attorney as set forth in the Borough Ordinance. The

Borough shall similarly be responsible for to provide coverage and counsel in connection with all claims, including compensatory damages, for actions filed subsequent to the expiration of this agreement for legal matters arising out of and directly related to the exercise of police powers in the furtherance of his official duties.

VEHICLE

The Borough shall supply the Chief of Police with an unmarked full size automobile with necessary police equipment to be used for police work and personal use and shall be made available on a twenty four (24) hour, seven (7) day a week basis. The Borough shall be responsible for the expenses associated with the operation and maintenance of said vehicle such as insurance, fuel, tires, oil changes, and any necessary repairs.

SALARY

The salary of the Chief of Police shall be set by the yearly salary ordinance of the Edgewater Mayor and Council.

EDUCATIONAL PROGRAMS, CONFERENCES, AND DUES

The Chief of Police shall be permitted to attend and be compensated for, at his regular salary not deducting vacation days, any school, seminar, retraining, or training session, or yearly conference conducted or sponsored by the International Association of Chief's of Police, New Jersey State Association of Chief's of Police, New Jersey

State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature not to exceed eight (8) working days. Expenses for travel, room, food, tuition, books, or any other charges connected with the educational program or conferences shall be borne by the Borough, not to exceed \$2000.00 in a given calendar year.

- a) The Borough agrees to pay for the Chief of Police, his dues for membership in the Bergen County Chief's of Police Association, the New Jersey State Association of Chief's of Police, and the International Association of Chief's of Police not to exceed \$1000.00 in a given calendar year.

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 the Borough Charter, Ordinances, or Rules and Regulations of the Police Department of the Borough. Also, the Chief of Police shall be entitled to equal provisions as stated in the current Collective Bargaining Agreement, 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.

TERM AND RENEWAL

This agreement shall be in full force and effect as of June 20, 2011 and shall remain in effect until June 30, 2014. 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
Borough of Edgewater

On Behalf of the
Borough of Edgewater

Borough Clerk

Dated: _____