

MEMORANDUM OF AGREEMENT

WHEREAS, the position of Chief of Police is a promotion and appointment by the Borough of Atlantic Highlands to a police managerial position in the Atlantic Highlands Police Department, with the duties and responsibilities of the position as defined by the laws of New Jersey and Ordinances and regulations of the Borough and,

WHEREAS, the officers of the Atlantic Highlands Police Department below the rank of Captain are, and have been for a number of years, members of a Collective Bargaining unit and the terms and conditions of their employment have been and are largely defined and established through a Collective Bargaining Agreement pursuant to the New Jersey Employers Employee Relations Act, N.J.S.A. 34:13A-1 et. seq., and

WHEREAS, the promotion and appointment to Chief of Police is the culmination of years of service in the ranks of the Atlantic Highlands Police Department, during which a certain level of benefits and accruals have been attained and,

WHEREAS, since the position of Chief of Police is managerial and is not a covered position under the Borough/PBA Collective Bargaining Agreement, the parties have determined that a Memorandum of Agreement is appropriate in order to clarify the continuing rights of the Chief to certain benefits and accruals.

IT IS THEREFORE Agreed and Understood as between the Borough of Atlantic Highlands and David W. Rossbach (herein referred to as "Chief of Police)" as follows":

1. The Chief of Police shall be responsible to conduct and manage the day to day operations of the Atlantic Highlands Police Department in accordance with the laws of the State of New Jersey, and in particular N.J.S.A. 40A:14-118 et seq., and the Ordinances of the Borough of Atlantic Highlands.
2. The annual base salary for the position of Chief of Police shall be as periodically established by the Salary Ordinance and pursuant to the directive of the Governing Body of the Borough.
3. Except as otherwise provided and stated herein, the Chief of Police shall retain and continue to be entitled to certain benefits and accruals that are accorded to the other members of the Police Department as per the current 7/1/2015 through 6/30/2020 Borough / PBA Collective Bargaining Agreement, those being the fringe benefits set forth in Sick Leave (Article IX), Vacation (Article XII), Holidays (Article XIII), Death in Family (Article XIV), Medical and Hospital Insurance and Dental Plan and Vision Plan (Article XVII), Clothing Allowance (Article XVIII), False Arrest and Liability Insurance (Article XIX), Longevity (Article XXIV), Terminal Leave and Terminal Pay (Article XXV), Life Insurance (Article XXVI),

Educational Incentive (Article XXVII), Schooling (Article XXVIII), Military Leave (Article XXIX), Miscellaneous (Article XXX) Paragraphs A, B, C, D and E only, Policemen's Bill of Rights (Article XXXI), and Payroll Deductions (Article XXXIII). Other provisions of the Borough/PBA Contract not listed above are not applicable to the position of Chief of Police.

4. The parties understand and agree that Police Chief is a managerial position in command and charge of the Police Department in the Borough, therefore his duties and position may require services being performed at times other than during the standard work week. With that understanding and subject to and in conformance with the Federal Fair Labor Standards Act guidelines and regulations, the Chief's standard work week shall consist of 40 hours of work, with the normal duty hours generally being Monday through Friday, 8:00 a.m. to 4:00 p.m. As a managerial employee, the Chief of Police shall not receive or be entitled to pay for overtime or earn or accrue compensatory time while Chief.
5. Accruals of compensatory time earned and accumulated during Borough Police employment before being appointed Chief (agreed between the parties as presently being the total hours as set forth on Schedule A attached) shall remain in the Chief's accrued bank and may be used, subject to the Administrator's approval, as per the procedure in the PBA Contract or paid as per the PBA Contract and/or Borough policy upon separation from employment. However, no further or additional compensatory time will be earned or accrued while serving as Chief of Police. The rate to be paid upon separation from employment is capped at the current 2018 pay rate of \$ 63.11 per hour.
6. Accruals of sick time earned and accumulated during Borough Police employment before becoming appointed Chief (agreed between the parties as presently being the total hours as set forth on Schedule A attached) remain in the Chief's accrued bank and may be used subject to the Administrator's approval as per the procedure in the PBA Contract or paid as per the PBA Contract and/or Borough policy upon separation from employment. The rate to be paid upon separation from employment is capped at the current 2018 pay rate of \$ 63.11 per hour. However, a new bank of sick time shall be instituted and maintained and accrued while serving as Chief of Police in accord with the PBA contract and subject to the same payment options when separating from employment.
7. The Chief of Police remains a member of the Police and Fire Retirement System (PFRS), and the Borough shall continue to fund its share of such pension plan contribution consistent with the laws of New Jersey.

8. Consistent with N.J.S.A. 40:14-118, the Chief of Police shall report to the Borough Administrator, as the "appropriate authority" as defined in the Borough Police Ordinance and the statutes of New Jersey. The Chief of Police shall provide the Borough Administrator proper communication and information as to the Chief's contact information, so that the Chief can be contacted at all times in emergent circumstances and will also provide appropriate information to the Administrator as to attendance and intended use of time so that proper records and communication can be maintained. In addition, the Chief of Police shall be bound by all of the policies as may be adopted by the Mayor and Council, from time to time, relative to Employee Rights and Obligations and Workplace Policies.
9. This Memorandum of Agreement shall remain in effect until the Chief of Police shall separate from employment with the Borough or until terminated by mutual agreement of the parties or operation of law. Should there be a change in a benefit provision listed in Paragraph 3 implemented and effectuated as to other Police Officers by a change in the Borough / PBA Collective Bargaining Agreement, the Chief of Police shall enjoy those benefits and reflect that change and retain consistency as to police officer's benefits. Any provision of this Agreement may be addressed and revised anytime upon mutual agreement of the Chief and the Borough; such revisions must be agreed in writing. In the absence of such amendment, the references in Paragraph 3 shall continue to incorporate the benefits detailed in the 7/1/2015 through 6/30/2020 Borough / PBA Agreement.

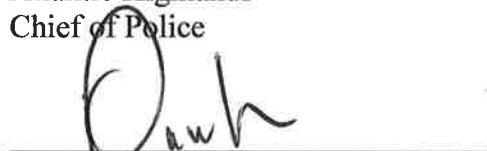
Borough of Atlantic Highlands


Michelle Clark, Municipal Clerk

By: 
Rhonda C. LeGrice, Mayor

Atlantic Highlands
Chief of Police

DATED: 4/30/19


David W. Rossbach

SCHEDULE 'A'

Hubeny,Adam

From: Rossbach,David W Captain
Sent: Wednesday, February 06, 2019 11:38 AM
To: Hubeny,Adam
Subject: Rossbach Time

Year	Day	Employee Information (READ ONLY)																																																																																																					
<div style="border: 1px solid gray; padding: 5px;"> <div style="display: flex; justify-content: space-between; align-items: center;"> David W. Rossbach (Hours) ✕ </div> <div style="margin-top: 5px;"> <p>Department Police Hire Date 8/13/1985</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Category</th> <th>Recorded</th> <th>Allowed</th> <th>Remaining</th> </tr> </thead> <tbody> <tr style="background-color: #ffff00;"> <td>Illness</td> <td>13.00</td> <td>1601.00</td> <td>1588.00</td> </tr> <tr> <td>Vacation</td> <td>11.00</td> <td>240.00</td> <td>229.00</td> </tr> <tr> <td>Personal</td> <td>---</td> <td>40.00</td> <td>40.00</td> </tr> <tr style="background-color: #ffff00;"> <td>Compensation Files</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Kelly</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Family Leave</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Bereavement</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Time</td> <td>9.50</td> <td>9.50</td> <td>---</td> </tr> <tr> <td>Blank</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Convention</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Kelly 12 Day</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Emergency</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>School</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Leave of Abs.</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Worker's Comp</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Jury</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Late</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Work</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Paid Leave</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Military Leave</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Snow Day</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>User Category 3</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>User Category 4</td> <td>---</td> <td>---</td> <td>---</td> </tr> <tr> <td>Holiday</td> <td>---</td> <td>---</td> <td>---</td> </tr> </tbody> </table> </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Show scheduled recorded time 0.00 </div> </div>			Category	Recorded	Allowed	Remaining	Illness	13.00	1601.00	1588.00	Vacation	11.00	240.00	229.00	Personal	---	40.00	40.00	Compensation Files	---	---	---	Kelly	---	---	---	Family Leave	---	---	---	Bereavement	---	---	---	Time	9.50	9.50	---	Blank	---	---	---	Convention	---	---	---	Kelly 12 Day	---	---	---	Emergency	---	---	---	School	---	---	---	Leave of Abs.	---	---	---	Worker's Comp	---	---	---	Jury	---	---	---	Late	---	---	---	Work	---	---	---	Paid Leave	---	---	---	Military Leave	---	---	---	Snow Day	---	---	---	User Category 3	---	---	---	User Category 4	---	---	---	Holiday	---	---	---	<div style="text-align: center; color: red; font-weight: bold;">Sat</div> <div style="text-align: center; color: red; font-weight: bold;">2</div> <div style="text-align: center; color: red; font-weight: bold;">9</div> <div style="text-align: center; color: red; font-weight: bold;">16</div> <div style="text-align: center; color: blue; font-weight: bold;">23 A</div> <div style="text-align: center; border: 1px solid gray; padding: 2px; margin-top: 10px;">Dec</div>
Category	Recorded	Allowed	Remaining																																																																																																				
Illness	13.00	1601.00	1588.00																																																																																																				
Vacation	11.00	240.00	229.00																																																																																																				
Personal	---	40.00	40.00																																																																																																				
Compensation Files	---	---	---																																																																																																				
Kelly	---	---	---																																																																																																				
Family Leave	---	---	---																																																																																																				
Bereavement	---	---	---																																																																																																				
Time	9.50	9.50	---																																																																																																				
Blank	---	---	---																																																																																																				
Convention	---	---	---																																																																																																				
Kelly 12 Day	---	---	---																																																																																																				
Emergency	---	---	---																																																																																																				
School	---	---	---																																																																																																				
Leave of Abs.	---	---	---																																																																																																				
Worker's Comp	---	---	---																																																																																																				
Jury	---	---	---																																																																																																				
Late	---	---	---																																																																																																				
Work	---	---	---																																																																																																				
Paid Leave	---	---	---																																																																																																				
Military Leave	---	---	---																																																																																																				
Snow Day	---	---	---																																																																																																				
User Category 3	---	---	---																																																																																																				
User Category 4	---	---	---																																																																																																				
Holiday	---	---	---																																																																																																				



BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 050-2019

RESOLUTION AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING REGARDING TERMS AND CONDITIONS OF POLICE EMPLOYMENT - CHIEF DAVID W. ROSSBACH

WHEREAS, the terms and conditions of employment of the officers in the Atlantic Highlands Police Department are established and set forth in a Collective Bargaining Agreement between the Borough and PBA Local 242, except for the Chief and Captain position which are managerial positions and are not represented by the PBA Local, and

WHEREAS, in the past there has been discussions between the Borough Administrator, Borough Attorney and the Chief of Police toward having and instituting a written Memorandum of Understanding defining the terms and conditions of employment for the position so as to clarify those terms and avoid uncertainties, and

WHEREAS, to that end, the discussions have led to a proposed Memorandum of Understanding for the Chief of Police position being prepared by the Borough Attorney setting forth the terms and conditions of employment as to benefits and related terms; the Memorandum of Understanding have been reviewed and accepted by the Chief of Police and approval is recommended by the Borough Police Committee, Administrator and Borough Attorney in order to define the employment terms for these positions.

NOW THEREFORE BE IT RESOLVED by the Borough Council of Atlantic Highlands that the Mayor and Borough Clerk are authorized to execute the Memorandum of Understanding attached with Chief David W. Rossbach setting forth terms and conditions as to his Police employment and position as Chief of Police.

Motion: Approve Resolution, **Moved by** Councilman Fligor; **Seconded by** Councilman Dellosso
Vote: Motion carried by a unanimous roll call vote (**summary:** Yes = 6).

Yes: Councilman Boracchia, Councilman Crowley, Councilman Dellosso, Councilman Fligor,
Councilwoman Hohenleitner, Councilman Murphy

No: None

Abstain: None

Absent: None

I, Michelle Clark, Municipal Clerk of the Borough of Atlantic Highlands, in the County of Monmouth, State of New Jersey, hereby certify this to be a true copy of the action of the Governing Body, at its Regular Meeting, held March 27, 2019. WITNESS my hand this 28th day of March 2019.

Michelle Clark
Municipal Clerk





BOROUGH OF ATLANTIC HIGHLANDS
COUNTY OF MONMOUTH

RESOLUTION 051-2019



APPOINTMENT OF POLICE CHIEF

WHEREAS, with the May 1st retirement of Chief Jerry Vasto, the Governing Body, along with the Borough Attorney, conducted interviews with the Captain and all Sergeants of the Atlantic Highlands Police Department; and,

WHEREAS, based on the results from the promotional process, the Governing Body was in agreement that Captain David W. Rossbach, who has been a member of the Atlantic Highlands Police Department since 1985, be promoted to the rank of Police Chief effective May 1, 2019; and

WHEREAS, Captain Rossbach is a life-long resident of Atlantic Highlands, attended the Atlantic Highlands Elementary School and Henry Hudson Regional School, and is married and has two children; and

WHEREAS, in 1980 he participated as a Police Explorer and became a Police Dispatcher in 1984. He became a police officer in 1985 at the age of 18 years with the Atlantic Highlands Police Department and completed his police training at the Monmouth County Police Academy – 29th Basic Class for Police Officers - and has risen through the ranks being promoted to Sergeant in 2005 and Captain in 2010; and

WHEREAS, pursuant to N.J.S.A. 40A: 60-5 (g), the Mayor nominates Captain David W. Rossbach to be promoted to the rank of Chief of Police in the Atlantic Highlands Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Atlantic Highlands, County of Monmouth, State of New Jersey, that the nomination of David W. Rossbach to the rank of Chief of Police in the Atlantic Highlands Police Department, is ratified and confirmed with the effective date of rank being May 1, 2019, at the annual base salary of \$147,500

Motion: Approve Resolution, **Moved by** Councilman Delloso; **Seconded by** Councilwoman Hohenleitner

Vote: Motion carried by a unanimous roll call vote (**summary:** Yes = 6).

Yes: Councilman Boracchia, Councilman Crowley, Councilman Delloso, Councilman Fligor, Councilwoman Hohenleitner, Councilman Murphy

No: None

Abstain: None

Absent: None

I, Michelle Clark, Municipal Clerk of the Borough of Atlantic Highlands, in the County of Monmouth, State of New Jersey, hereby certify this to be a true copy of the action of the Governing Body, at its Regular Meeting, held March 27, 2019. WITNESS my hand this 28th day of March 2019.

Michelle Clark
Municipal Clerk

