

AGREEMENT

Between the

TOWNSHIP OF GALLOWAY

And

Captain of Police Eric Hendrickson

September 12, 2022 through December 31, 2024

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1. Agreement	3
2. Management Rights	3
3. Responsibilities of the Police Captain	3
4. Salary and Overtime	4
5. Work Week	4
6. Holidays	5
7. Personal Days.....	5
8. Vacation.....	6
9. Sick Leave.....	6
10. Terminal Leave.....	7
11. Bereavement Leave.....	8
12. Personal Vehicle.....	8
13. Membership(s).....	9
14. Health Benefits.....	9
15. Continuation of Benefits not Covered by this Agreement.....	10
16. Savings Clause.....	10
17. Fully-Bargained Agreement.....	10
18. Duration of Agreement.....	11

ARTICLE 1

AGREEMENT

This Agreement entered into the 13th day of September by and between the Township of Galloway, County of Atlantic and State of New Jersey, hereinafter referred to as "Township" and Eric Hendrickson, hereinafter called "Police Captain." This Agreement represents the complete and final understanding between the Township and the Police Captain.

ARTICLE 2

MANAGEMENT RIGHTS

The Township 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 3

RESPONSIBILITIES OF THE POLICE CAPTAIN

Pursuant to state law, the Ordinances of the Township and the regulations and policies established by the Township, the responsibilities of the Police Captain shall include those duties and responsibilities as delineated in the Rules and Regulations of the Police Department and as directed by the Chief of Police.

ARTICLE 4

SALARY AND OVERTIME

The annual salary paid to the Police Captain Eric Hendrickson will be:

2022- \$145,313 (pro-rated)

2023- \$148,946

2024- \$152,670

The Police Captain will earn and accrue comp time at straight time rate to be used as flextime within a rolling 12-month period. Flextime accrual and use will be with the approval of the Chief of Police. Comp time already accrued prior to the flextime clause can be carried from year to year (109.75 hours at the signing of this contract), as well as comp time that is earned by work activities subject to reimbursement.

ARTICLE 5

WORK WEEK

The Police Captain shall spend sufficient time at his job to ensure the smooth and proper operation of the Police Department. A normal work week shall consist of 40 hours per week. The Police Captain's work hours will be determined by the Chief of Police based on the needs of the Police Department.

ARTICLE 6

HOLIDAYS

The Police Captain shall be scheduled off on the following 13 holidays:

New Year's Day
President's Day
Memorial Day
Labor Day
Veterans Day
Day after Thanksgiving

Martin Luther King's Birthday
Good Friday
Juneteenth
Independence Day
Columbus Day
Thanksgiving Day
Christmas Day

At the discretion of the Governing Body, the day before or after Christmas may be added.

In the event that an official holiday is observed during the Police Captain's vacation, he shall not have such holiday counted as a day of vacation but shall be entitled to a substitute day of vacation leave.

Should an official holiday occur while the Police Captain is on sick leave, that holiday will not be charged against his sick leave.

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

ARTICLE 7

PERSONAL DAYS

The Police Captain shall be entitled to four personal days per year.

A request for time off form must be submitted to the Chief of Police at least 48 hours prior to the use of a personal day unless otherwise waived.

No carry over of personal days into the following year shall be permitted unless approved by the Chief of Police.

Upon termination of employment, unused personal days shall be forfeited.

ARTICLE 8

VACATION

The Police Captain is entitled to 25 vacation days per calendar year. All vacation time for the ensuing year is credited on January 1 of the year in which it is earned. Vacation time may be used throughout the year, however if the Police Captain terminates employment before the end of the calendar year, an adjustment will be made with respect to vacation time taken and vacation time earned.

All vacation requests will be approved by the Chief of Police based on the needs of the Township and the Police Department. If the Police Captain is unable to use his vacation time in the year it accrues, time may be carried into the next calendar year with the approval of the Chief of Police. Carried vacation time must be used during the calendar year into which it is carried.

The Police Captain is entitled to sell back to the Township a maximum of 10 vacation days per year.

Vacation days remaining upon retirement will be paid to the Police Captain at the rate of pay at the time of retirement. The method of payment shall be six equal monthly installments beginning the first month after separation.

ARTICLE 9

SICK LEAVE

Sick leave is provided for use when the Police Captain is unable to report to work due to illness or injury, or the requirement to attend to an ill family member, and shall be granted with pay. Family member is defined as spouse, parent, step-parent, child, foster child or relative residing in the Police Captain's household.

Sick leave is earned at a rate of one and a quarter (1.25) days for every month of employment for every year for a yearly total of 15 days.

Sick leave not used during any calendar year shall accumulate from one year to the next and may be utilized if and when it is needed.

When the Police Captain needs to use sick leave, he shall notify the Chief of Police within one hour of his scheduled start time each day he is unable to work due to illness except in case of emergency.

ARTICLE 10

RETIREMENT/TERMINAL LEAVE

Upon the Police Captain's retirement, or honorable termination of employment, he shall be compensated as provided below:

A. Vacation Time

Accumulated hours of vacation time will be paid at 100%. The payout for vacation leave may be paid in equal increments over a twelve-month period, at the discretion of the Township.

B. Sick Time

Accumulated hours of sick time will be paid at 50% not to exceed \$15,000. The payout for sick leave may be paid in equal increments over a twelve-month period, at the discretion of the Township.

Note: All accumulated sick leave will be forfeited if the Police Captain is separated from service as a result of criminal conduct which is not appealed, or in the event of an appeal, is sustained by a court or tribunal of competent jurisdiction or a criminal conviction.

C. Personal Time

All accrued but unused personal time.

D. Comp Time

All accrued comp time.

All hours will be paid at the hourly rate earned by the Police Captain at the time of separation.

ARTICLE 11

BEREAVEMENT LEAVE

It is the policy of the Township to provide time off for bereavement when certain members of an employee's family pass away.

Upon receiving sufficient proof that a member of a full-time employee's family has died, the Chief of Police will authorize absence from work with pay for up to five days. The number of days permitted are based on the relationship of the deceased to the Police Captain as follows:

- 5 days leave - Spouse, civil union partner, son, daughter, mother, father, mother or father in-law, grandparent, sister, brother, grandchildren, daughter or son in-law.**
- 3 days leave – Aunt, uncle, brother-in-law, and sister-in-law.**

Bereavement leave may be extended, without pay, at the discretion of the Chief of Police. Such extended bereavement leave, if granted, shall not constitute sick leave and shall not be deducted from annual sick leave.

ARTICLE 12

PERSONAL VEHICLE

The Township agrees to supply the Police Captain with an unmarked vehicle to commute to and from work and conduct all township-related business to include attending professional and education related classes and meetings.

The Township will pay all expenses for the operation and upkeep of the vehicle including insurance, tires, gas, oil changes and necessary repairs.

ARTICLE 13

MEMBERSHIP(S)

The Township will consider paying dues and expenses for the Police Captain's membership in police related professional associations. Prior notice of intent to join an organization or maintain membership must be submitted in writing and be approved by the Chief of Police.

ARTICLE 14

HEALTH BENEFITS

The Township currently participates in the New Jersey State Health Benefit Plan and provides prescription coverage through the same. The Township also provides dental coverage. The Township reserves the right to make changes to insurance providers and/or carriers in accordance with applicable statutes and regulations. Unless otherwise provided by law, benefits shall be sustainably equivalent to those provided above. The Captain agrees that if he receives the health benefit coverage he will pay the amount previously required by (i.e. Chapter 78). If the Captain chooses to opt-out of medical and dental coverage he would receive a yearly lump sum payment of \$3,000 to be paid in the first pay in November. If he chooses to opt out of medical but retain the dental coverage, the lump sum payment would be \$2,700. Should the Captain separate service prior to year's end, he would be entitled to a pro-rated amount based on time employed.

ARTICLE 15

CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Township Code, ordinances, the employee handbook, and the rules and regulations of the Police Department of the Township.

ARTICLE 16

SAVINGS CLAUSE

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. In the event that any clause of this Agreement shall be finally determined to be in violation of any applicable law of the State of New Jersey, such determination shall not impair the validity and enforcement of the remaining clauses of this Agreement.

ARTICLE 17

FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of bargainable issues which were or could have been the subject of negotiations. During the terms 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 parties at the time they negotiated or signed this Agreement.

ARTICLE 18

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of September 12, 2022 and shall remain in effect through, December 31, 2024. The terms and conditions contained within this agreement will stay in effect until a successor agreement is reached.

IN WITNESS WHEREOF, the undersigned have affixed their signatures on this 13th day of September, 2022.

Township of Galloway:



Tony Coppola, Mayor



Christian Johansen, Township Manager

Police Captain:



Eric Hendrickson