

RESOLUTION #15-164

RESOLUTION APPROVING CHIEF OF POLICE CONTRACT

WHEREAS, the Chief of Police Thomas Ryan has requested the City of Woodbury to provide him with a contract; and

WHEREAS, the Finance Committee has negotiated and recommended the attached Contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Woodbury that the attached Contract effective nunc pro tunc to August 1, 2015 through December 31, 2018 is hereby approved and the Mayor is hereby authorized to execute same on behalf of the City of Woodbury.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on September 1, 2015.

CITY OF WOODBURY



DAVID TROVATO,
President of Council

ATTEST:



ROY DUFFIELD, City Clerk

EMPLOYMENT AGREEMENT

BETWEEN

THE CITY OF WOODBURY

AND

CHIEF OF THE WOODBURY POLICE DEPARTMENT

August 1st, 2015-DECEMBER 31, 2018

AGREEMENT

This Agreement is effective as of August 1st, 2015 (effective date), and shall govern the terms and conditions for the employment of Chief Thomas Ryan with the City of Woodbury.

DUTIES

The Chief is responsible for the management and supervision of the City Police Department. In such capacity, the Chief shall oversee, manage and supervise the daily operations of the City Police Department. Such responsibility and authority shall be consistent with *N.J.S.A.* 40A:14-118 and §42-5 of the Ordinances of the City of Woodbury. As Chief Executive Officer of the Police Department, his managerial responsibility is constant and his sole compensation shall be salaried as provided herein regardless of work hours necessary to fulfill his duties and responsibilities.

VACATION AND PERSONAL DAYS

The Chief shall be entitled to 160 hours plus 8 hours for each year of service over 15 to 20 years, not to exceed 200 hours. Therefore, the Chief shall be entitled to 20 days of vacation. Vacations may be taken at any time, subject to the maintenance of adequate managerial coverage and the approval of the Mayor. Vacation time is not carried over from year to year and is forfeited if not used in the calendar year.

The Chief shall be entitled to use up to three (3) personal days on an annual basis. Use of personal days is subject to the approval of the Mayor. Personal days are not carried over from year to year and are forfeited if not used in the calendar year.

UNIFORM

The Chief shall receive an annual uniform allowance of \$2,450 and shall be responsible for cleaning, repair and replacement of uniforms as needed.

SALARY

Salary for the Chief of Police shall be as follows:

Salary*:

As of August 1st, 2015: \$124,995.00

As of January 1st, 2016: \$124,995.00

As of January 1st, 2017: \$127,494.90

As of January 1st, 2018: \$130,044.80

*The total salary shall be the amount upon which the Chief's pension is based.

SICK LEAVES OF ABSENCE

The Chief shall be entitled to the same level of sick leave and other leaves of absence benefits as are presently available to the lieutenants of police and the same may be changed from time to time during the term of this agreement consistent with the then existing collective bargaining agreement for the lieutenants of police.

HEALTH BENEFITS

The Chief shall be entitled to participate in the City's health benefit program under the same terms and conditions as are presently made available to all other bargaining units and all other employees in accordance with state statute and regulations.

TRAINING AND EDUCATIONAL ASSISTANCE

The Chief shall be permitted to attend recognized seminars and training sessions, subject to the approval of the Mayor. The Chief is also eligible for educational assistance under the same terms, conditions and obligations as are presently accorded to lieutenants of police and the same may be changed from time to time during the term of this agreement consistent with the then existing collective bargaining agreement for the lieutenants of police.

RETIREMENT AND OTHER STATUTORY BENEFITS

The Chief shall be entitled to pension, retirement and other benefits in accordance with requirements imposed by statutes and laws of the State of New Jersey then existing.

TERM AND RENEWAL

This Agreement shall be in full force as of the effective date of this contract and shall terminate on December 31, 2018. The terms and conditions of this Agreement may remain in force after expiration of this agreement and may continue to bind the parties upon mutual agreement of the parties, which shall be in writing, of intent to negotiate a renewed agreement.

VENUE AND FORUM SELECTION AND GOVERING LAW

The parties hereby agree that any litigation related to and/or arising from this agreement and/or the Chief's employment with the City shall be filed exclusively in the state or federal courts located in Gloucester County, New Jersey. This agreement shall be governed by New Jersey law without regard to choice of law principles.

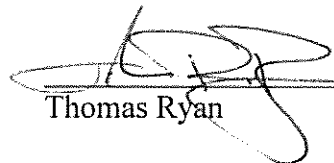
AMENDMENTS

No modification, termination or waiver of this Agreement and/or any provision of this Agreement shall be valid unless it is in writing and signed by both parties.

CITY OF WOODBURY


Clerk

CHIEF OF POLICE
CITY OF WOODBURY


Thomas Ryan


William Volk, Mayor