

**Amended Employment Agreement Between The Borough of Pennington
and Douglas M. Pinelli Concerning his Service as Chief of Police**

Amended Agreement

THIS AMENDED AGREEMENT, entered into on this day of , 2023, by and between The Borough of Pennington, in the County of Mercer, New Jersey, and Douglas M. Pinelli, establishes the following amended terms and conditions of his employment in the position of Chief of Police.

The Borough of Pennington and Douglas M. Pinelli hereby agree as follows.

Article I

Recitals

The following Recitals state mutual understandings of the Chief of Police and the Borough and form the basis for and are a part of this Amended Agreement.

1. Douglas Pinelli was first employed as a uniformed officer of the Pennington Borough Police Department in 2004.
2. Pursuant to Resolution 2020-5.10, adopted on May 4, 2020, Borough Council of the Borough of Pennington appointed him Chief of Police on an interim basis, subject to entering into a mutually satisfactory employment agreement, including agreement as to salary.
3. On September 11, 2020, the parties entered into an Agreement effective as of

May 4, 2020 for a term of five (5) years through May 3, 2025 (as sometimes referred to hereafter as “Original Agreement”). The within Agreement is intended to satisfy this condition of Douglas Pinelli’s interim appointment and effect his regular appointment as Chief of Police.

4. As required by the Original Agreement, Douglas Pinelli served as Chief of Police on a probationary basis for one year from the date of his appointment, completed all mandatory training, and continued to serve successfully as Chief of Police to date.

5. In recognition of Douglas Pinelli’s meritorious service as Chief of Police and, further, to enable the Borough to compete effectively for people of his caliber in an area of critical need, this Amended Agreement amends and supersedes the Original Agreement. The principal purpose of the Amended Agreement is to adjust Douglas Pinelli’s annual salary during the final twenty-nine months of the Original Agreement, from January 1, 2023 through May 3, 2025. Except for updated language as appropriate, all other terms and conditions of the Original Agreement are intended to remain the same, and all accruals of sick, vacation and other leave shall be treated as if the Original Agreement remains in effect.

6. Douglas Pinelli is hereafter referred to in this Agreement as “Chief of Police” or “Chief.” The Borough of Pennington is referred to as “Borough.”

Article II

Completion of Mandatory Training

Chief of Police has completed successfully the following training courses (“Required Training”).

- a. West Point Command and Leadership course;
- b. Basic Police Supervision sponsored by Somerset Police Academy (or similar);

- c. Advanced Police Supervision sponsored by Somerset Police Academy (or similar);
- d. New Police Chief training sponsored by the New Jersey Attorney General.

Article III

Responsibilities of the Chief of Police

1. The Chief of Police shall be the head of the police force and shall be directly responsible to Borough Council for the efficiency and routine day to day operations of the police force and, pursuant to policies established by Borough Council, shall:

- a. Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the force and its officers and personnel;

- b. Have, exercise and discharge the functions, powers and duties of the force;

- c. Prescribe the duties and assignments of all subordinates and other personnel;

- 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. Report monthly to Borough Council and make such additional reports as required by Borough Council, in accordance with Section 46-10 of the Borough Code;

- f. Perform such other law enforcement duties and responsibilities as delegated by Borough Council or as otherwise prescribed by law, including without limitation N.J.S.A. 40A:118 and the lawful ordinances of the Borough, all as may be amended from time to time.

2. Nothing herein shall prevent the appointment by the governing body of committees or commissions to conduct investigations of the operation of the police force, and the delegation to such committees or commissions of such powers of inquiry as the governing

body deems necessary or to conduct such hearing or investigation authorized by law. Nothing herein shall prevent Borough Council or any executive or administrative officer charged with the general administrative responsibilities within the Borough from examining at any time the operations of the police force or the performance of any officer or member thereof. In addition, nothing herein shall infringe on or limit the power or duty of Borough Council to act to provide for the health, safety or welfare of the Borough in an emergency situation through special emergency directives.

3. Chief of Police shall be eligible to hold the position of Emergency Management Coordinator or Deputy Emergency Management Coordinator for the Borough. This activity entails no additional compensation. The Emergency Management Coordinator is responsible for planning, responding to and coordinating efforts of all municipal departments and First Responder organizations during major emergency events in Pennington.

Article IV

Workweek

1. Chief of Police agrees to devote the time reasonably necessary for him to perform faithfully the duties and responsibilities of the position of Chief of Police in accordance with his oath and this Agreement. The Chief is considered on duty at all times. The regular workweek of the Chief shall be at least 40 hours per week. In order to accommodate the unpredictable nature of events affecting Chief's duties from day to day, he shall have flexibility in scheduling his time. A portion of the workweek will include regularly scheduled office hours, determined in consultation with the Borough Administrator. The balance of his time will be scheduled as needed to meet the demands of the position. Chief shall log his hours and report

them to the Borough Administrator bi-weekly. Chief shall strive to be a visible presence in the community, in uniform, on a daily basis.

2. Chief of Police shall attend monthly meetings of Borough Council and maintain a close liaison with the various agencies of the Borough and other municipalities with which the Borough shares services, to facilitate coordination of the work of the police force with the work of these other municipal agencies. The Chief shall also establish and maintain relations with school, civic and private organizations, and the general public, to ensure understanding of the requirements of public safety in the Borough and to promote public confidence.

3. Chief will make reasonable efforts to respond to telephone calls, voice mails, text messages and e-mails during scheduled days off and during off hours. Time taken to respond need not be immediate but shall be appropriate in the circumstances. Appropriate staff will be notified during times when communication will be unlikely, such as vacation, travel out of the area and the like. Time associated with these communications will not require additional compensation.

4. It is understood and agreed that the Chief has no statutory or contractual entitlement to overtime.

Article V

Paid Detail

Chief may work Paid Detail only if no other sworn officer in the Department is available and willing to work. The Chief will be compensated for Paid Detail service according to the rate and minimum hours in the then current FOP contract. All Paid Detail worked by the Chief shall be listed separately in monthly reports to Borough Council.

Article VI

Sick Leave

1. Sick leave may be used for absence of the Chief due to illness, accident, injury, disability, exposure to contagious disease, or visits to doctors, dentists and other practitioners in their offices. Sick leave may also be used for tending to a serious illness suffered by a member of the immediate family, in the event the illness requires the Chief's personal time and attention. For purposes of this section, an "immediate family member" includes spouse, parent, step-parent, child, step- or foster child, sibling, or any other relative residing in the Chief's household, or the equivalent, if approved in writing by Borough Council. If another person can attend to the needs of an ill family member, use of sick leave is not appropriate.

~~2.~~ Chief shall be entitled to 10 sick days per year. Sick day entitlement shall be computed as if the Original Agreement were still in effect. Sick leave may be used as appropriate in hourly increments. A sick day shall be construed to consist of eight (8) hours. The Chief's hourly rate shall be computed by dividing his base salary by 2,080 hours.

3. Sick leave not utilized during the calendar year shall be accumulated from year to year. The Chief shall also carry forward his balance of unused sick leave accumulated during his service with the Borough to the effective date of this Agreement. Sick leave shall continue to accrue and be carried forward as if the Original Agreement remains in effect.

4. Chief is a member of the Police and Firemen's Retirement System with more than 15 years of service to the Borough. If upon his retirement under that system he has accumulated a minimum of ninety (90) sick days, he will be reimbursed for unused sick time at the rate of

one (1) day of base salary for every three (3) accrued sick days up to a maximum of 90 sick days or 30 days base salary. The Chief shall provide written notice to the Borough Administrator regarding all use of sick time. The Borough reserves the right to request a doctor's note for any sick leave absences in excess of 3 consecutive days or any use of sick leave which establishes a pattern.

5. This Amended Agreement incorporates by reference the Family and Medical Leave Act Policy of the Borough as set forth in the Borough Personnel Policies and Procedures Manual, Policy 4.11, as hereafter may from time to time be amended.

Article VII

Workers Compensation/ Disability

1. Job-related injuries and illnesses are subject to payment of medical expenses, lost income and other compensation under the New Jersey Workers Compensation Act. The Borough covers workers compensation benefits through its membership in a Joint Insurance Fund. Any occupational injury or illness must be immediately reported to the Borough Administrator. All required medical treatment must be performed by a Workers Compensation Physician appointed by the Joint Insurance Fund. Payment for unauthorized medical treatment may not be covered under the Act.

2. The Borough will pay, either directly or through JIF, only those benefits that are specifically provided for under the Workers Compensation Act and will not supplement these benefits with additional benefits pursuant to N.J.S.A. 121A:6-8.

3. If Chief is injured in the line of duty and temporarily disabled, the Borough will pay

an amount equivalent to ninety (90) percent of his pay for a disablement period of up to fifty-two (52) weeks, provided the Chief is entitled to Workers Compensation. Payment of this benefit shall not result in Chief receiving take-home compensation (net of deductions) that is greater than his regular take-home compensation without this benefit. Borough shall have the right to monitor the benefits, payments and compensation to ensure equivalence of compensatory payments to base net take-home pay.

4. Immediately following the injury, Chief shall make application for Workers Compensation Temporary Disability Benefits for the injury and shall reimburse the Borough for the payments described in the preceding paragraph by endorsing and delivering to the Borough the Temporary Disability checks received from Workers Compensation immediately upon receipt.

5. If after twenty-six (26) weeks, the Chief is unable to return to duty, he shall be required to present evidence by a certificate of a licensed physician of such inability. The Borough may reasonably require the Chief to present such certificate from time to time. Nothing contained in the Article shall obligate the Borough to make payments beyond fifty-two (52) weeks.

6. If the Borough does not accept the certification of the physician, the Borough shall have the right, at its own cost, to require the Chief to obtain a physical examination and certification of fitness by a physician appointed by the Borough. If the Borough physician certifies Chief fit to return to duty, the injury benefits shall be terminated.

Article VIII

Bereavement (Funeral) Leave

1. In the event of the death of an immediate family member, Chief is entitled to five (5) days of paid bereavement leave and is further entitled to take off up to ten (10) unpaid additional working days before he must report back to duty.

2. In the event of the death of any other relative, Chief shall be granted one (1) day of bereavement leave for the funeral. Payment for this bereavement leave shall come from time the Chief has accrued for paid time off, including vacation, personal, holiday and sick.

3. Bereavement time for anyone other than a relative may be taken but shall be unpaid leave.

4. For the purpose of this Article, an "immediate family member" shall be defined as mother, father, brother, sister, spouse, child, step-child or other member of the household, mother-in-law and father-in-law.

5. Bereavement leave entitlement shall be calculated as if the Original Agreement remains in effect.

Article IX

Vacation

1. Chief of Police shall be entitled to paid vacation totaling 170 hours per year (the equivalent of 21.25 days x 8 hours per day).

2. Chief shall schedule this vacation in accordance with the needs of the Police Department and in consultation with the Borough Administrator.

3. Chief shall not receive advance vacation pay or pay for unused days.

4. Up to one half of one year of vacation entitlement (85 hours or 10.6 days @ 8 hours/day) may be carried over to the next year. However, if at the end of any given year the Chief has accumulated more than 85 hours or 10.6 days of unused vacation, he may carry forward only 85 hours or 10.6 days.

5. Vacation leave entitlement shall be calculated as if the Original Agreement remains in effect.

Article X

Holiday Time

1. The Chief shall be entitled to twelve (12) paid holidays per calendar year during the term of this Agreement. The Borough recognizes the following holidays:

New Years Day
Martin Luther King's Birthday
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day.

2. The Chief may be required to work holidays, for which there shall be no additional compensation. Chief shall be entitled to an additional vacation day for any holiday worked provided it is used within six (6) months. If there remain fewer than six months in the year at the time of accrual, the day (@8 hours) may be added to the maximum vacation time permitted to be carried forward under Article IX. Entitlement to any additional vacation time under this Article shall be computed as if the Original Agreement remains in effect.

Article XI

Personal Days

1. The Chief of Police may utilize up to six (6) days a year for leave for personal, business, household, or family matters. Such leave shall not accumulate from year to year.
2. Application for a personal day should be submitted to the Borough Administrator at least one (1) day in advance, except when emergent circumstances prevent the giving of such notice.
3. Entitlement to personal days shall be calculated as if the Original Agreement were still in effect.

Article XII

Health Benefits

1. Chief of Police is entitled to health and prescription coverage under the New Jersey State Health Benefits Program ("State Program"), with the option of selecting whatever program may be available under the State Program, for himself and his eligible dependents. These benefits are paid for by the Borough subject to such contributions by Chief in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2010 and Chapter 78 of the Public Laws of 2011, or such other contribution levels or deductions as are required by law hereafter.
2. Upon Chief's retirement, Borough agrees to pay part of the premium or periodic charge for benefits under the State Program for Chief and his dependents, but not including survivors, if he retires from employment by the Borough on a benefit based on twenty-five (25) or more years of service credited in the retirement system. The part of premium or periodic

charge payable by the Borough shall be the full premium or periodic charge less such contributions by the Chief and other deductions in effect upon full implementation of the contribution levels required by Chapter 2 of the Public Laws of 2020, or Chapter 78 of the Public Laws of 2011, or such other contribution levels or deductions as are required by law hereafter.

3. The Borough does not agree to pay all or part of the State Program premium or periodic charges if the Chief elects deferred retirement.

4. To the extent required by law, the Borough agrees to pay all or part of the State Program premium or periodic charges if the Chief retires on a full disability pension based upon fewer years of service credited in the retirement system or with the Borough than provided above, provided the disability occurred while in the official line of duty and subject to such changes in law as may occur from time to time, unless any such change or changes in law grandfather this contract.

5. Borough's obligation to make payments as provided above shall include reimbursement of Chief for premium charges under Part B of the Federal Medicare Program covering the retired employees and their spouses as required by the regulations of the State Health Benefits Commission and otherwise by law, subject to such changes in law as may occur from time to time, unless any such change or changes in law grandfather this contract.

6. The coverage afforded the Chief shall be the prevailing health benefits plan coverage extended to active employees at the time of the Chief's retirement. Coverage will be limited to Chief and the specific dependents that are covered at the time of retirement and only to the extent that the retiree and those same dependents are eligible under the rules of the Plan for the type of coverage in effect at the time of retirement.

7. No coverage will be provided during the period when medical coverage is furnished to Chief from another source. Chief is responsible for notifying the Borough at the start of such coverage and its termination. If comparable coverage is available to Chief from another source without premium cost to Chief, the Chief is required to elect coverage from that source.

8. Chief and/or his spouse or legally recognized civil union partner and/or dependent eligible for Medicare coverage by reason of age or disability must coordinate benefits according to the State Program guidelines. The Chief shall obtain coverage under Medicare as soon as eligibility occurs. Evidence of enrollment in Medicare must be provided to the State Program. Failure to enroll in Medicare when eligible or required may result in Chief and/or his dependents having coverage terminated or delayed under the State Program.

9. In the event of conflict between this Article and the requirements of law, the applicable law shall control.

10. As used in this Article, "service credited in the retirement system" refers to service credited in a State-or locally-administered retirement system, which may include but need not be limited to years of service to the Borough.

11. The respective financial responsibilities of the Chief and the Borough for maintenance of health benefits under this Article shall be the same as if the Original Agreement remains in effect.

Article XIV

Clothing Allowance

1. Under the Original Agreement, the Chief of Police received a clothing allowance of

\$1,500 per year. On the effective date of this Amended Agreement, this \$1,500. amount shall become part of the Chief's base salary and shall thereafter be part of the base for annual salary adjustments and pension costs. The Chief shall receive no further payment for clothing allowance.

2. It shall be left to the professional discretion of the Chief of Police as to when he should wear formal or informal uniform or plain clothes, subject to his commitment under Article IV to establish a visible presence in the community, in uniform.

Article XV

Supervisor's Vehicle

1. The Borough shall supply the Chief of Police with an unmarked automobile from the current fleet of vehicles in the Pennington Police Department to be used for police work and for personal use as provided herein. The vehicle shall be equipped with such equipment needed for police work as determined in consultation with the Chief. The vehicle shall be for use by the Chief or, in the Chief's absence, by the Supervisor on duty.

2. The Chief or Supervisor shall be permitted to use the car for personal use traveling to and from work. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, trainings, conferences, and any other traveling needed to carry out the duties of the Chief of Police or Supervisor.

3. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes and any necessary repairs.

Article XVI

Educational Programs/ Law Enforcement Conferences

The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar, or training session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigation, Mercer County Association of Chiefs of Police, or any other training program of a management or supervisory nature. All expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Borough. The total of all such expenses shall not exceed \$2,500 for the year without the prior approval of Borough Council. This maximum limitation shall be calculated as if the Original Agreement remained in effect.

Article XVII

Salary

1. Commencing on May 4, 2020, the base salary of the Chief of Police was \$109,000. per year subject to a 5.05% increase effective one year later. Effective January 1, 2022, in accordance with the Original Agreement, his base salary was increased in line with increases provided by Borough Council to all salaried personnel not in bargaining units. His base salary in 2022 to the effective date of this Amended Agreement, exclusive of uniform allowance and EMT stipend, is \$117,875. per year.

2. Effective January 1, 2023, 2024 and 2025, respectively, the base salary of the Chief of Police shall be determined as follows:

(a) In 2023, base salary shall be the sum of the following: (i) \$117,875; (ii) the

percentage increase in base salary received for 2023 by salaried personnel not in bargaining units; (iii) allowances provided as part of base salary in Articles XIV and XVIII; and (iv) an additional base salary adjustment (ABSA) equal to \$8,932.. The Chief's total salary in 2023 as so computed shall not exceed \$134,754.00.

(b) In 2024, base salary shall be the sum of (i) the base salary in 2023 as computed above; (ii) the percentage increase in base salary received for 2024 by salaried personnel not in bargaining units; (iii) an additional base salary adjustment (ABSA) equal to \$3,018. The Chief's total salary in 2024 as so computed shall not exceed \$141,141.00.

(c) In 2025, base salary shall be the sum of (i) the base salary in 2024 as computed above; (ii) the percentage increase in base salary received for 2025 by salaried personnel not in bargaining units; (iii) an additional base salary adjustment (ABSA) equal to \$4,713. The Chief's total salary in 2025 as so computed shall not exceed \$149,383.00, prorated to the end of the Amended Agreement.

Article XVIII

Emergency Medical Technician

1. Under the Original Agreement, the Chief of Police would receive a stipend of \$3,500. for each year he maintained his certification as an Emergency Medical Technician (E.M.T.). On the effective date of this Amended Agreement, this \$3,500. shall become part of the Chief's base salary and shall thereafter be part of the base for annual salary adjustments and pension credits. The Chief shall receive no further payment for E.M.T. certification.

2. Borough shall continue to provide Chief all appropriate time and materials necessary

to update training and re-certification as required by the State of New Jersey for maintenance of E.M.T. certification. If Chief fails to maintain E.M.T. certification, he shall no longer be entitled to the additional salary.

Article XIX

Off Duty Police Action

1. Any action taken by Chief on his time off, while in the State of New Jersey, which would have been taken by an officer if present or available, shall be considered as police action, and Chief shall be defended and indemnified by the Borough and have other rights and benefits in connection with such action as if he were on active duty.

2. Borough shall also defend and indemnify the Chief in all circumstances requiring him to render first aid, whether on or off duty.

Article XX

Legal Defense and Indemnification

Borough shall defend and indemnify Chief in the performance of his duties as provided in Chapter 20 of the Code of the Borough of Pennington and applicable State law.

Article XXI

Annual Evaluation

The parties agree that the job performance of the Chief of Police shall be evaluated by the Mayor and Borough Administrator not later than March 1st of each year.

Article XXII

Term and Renewal

This Amended Agreement shall be in effect as of January 1, 2023 and shall remain in effect to and including May 3, 2025. Upon expiration of the Agreement, all benefits, terms and conditions shall remain in force until a successor agreement is agreed upon between Chief and Borough Council.

Article XXIII

Miscellaneous Provisions

1. This Amended Agreement represents and incorporates the complete understanding between Chief and the Borough concerning the terms and conditions of his employment as Chief of Police. This Agreement may not be amended except by a writing signed by both parties and approved by Borough Council in the same manner as the Amended Agreement has been approved.

2. This Amended Agreement shall be construed to include provisions of the Borough Personnel Manual on subjects not addressed by this Amended Agreement and not inconsistent herewith. The Personnel Manual may be amended from time to time.

3. If Borough enters into an employment and/or collective bargaining agreement with Police Department personnel during the term of this Amended Agreement that provides a greater benefit than set forth herein, this **Amended** Agreement shall be automatically amended to provide the Chief with the equivalent of such greater benefit, to the extent annual salary limitations provided in Article VII are not exceeded.

4. Borough retains and reserves to itself sole authority over matters of policy and

retains the right, subject only to the limitations imposed by the language of this Amended Agreement and applicable laws and regulations: (a) to direct employees of the Department; (b) to hire, promote, transfer, assign and retain employee positions in the Department and to suspend, demote, discharge or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or other lawful reasons; (d) to maintain efficiency of department operations; (e) to determine methods, means and personnel by which such operations are to be conducted; (f) to establish, in writing, reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

5. If any provision of this Amended Agreement or any application of this Amended Agreement is held to be invalid by a court of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amended Agreement, intending to be bound, as of the date first set forth above.

CHIEF OF POLICE

BOROUGH OF PENNINGTON

Douglas M. Pinelli

By: _____
James Davy, Mayor

WITNESS:

ATTEST:

Elizabeth Sterling, Borough Clerk