

**EMPLOYMENT AGREEMENT BETWEEN THE  
BOROUGH OF  
STRATFORD AND RONALD MORELLO TO  
SERVE AS CHIEF OF POLICE**

**ARTICLE I**  
**RECOGNITION**

THIS AGREEMENT, entered into on this 6 day of JAN 2011, by and Between Stratford Borough, in the County of Camden New Jersey (hereinafter referred to as the Borough, and Ronald Morello 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. Except in the event that the Chief assumes responsibility and supervision for another municipal police department by way of an interlocal or similar agreement. In this case, this contract may be reopened and amended as agreed upon by the parties.

**ARTICLE 2**  
**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.

**ARTICLE 3**  
**RESPONSIBILITIES OF THE CHIEF OF POLICE**

Pursuant to state law, the ordinances of the Borough and the regulations and policies established by the Chief of Police, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a) Conduct and manage the day-to-day operations of the Police Department including the work schedules of all members of the police department.

- b) Administer and enforce rules and regulations, act as the chief executive officer and appropriate authority for all matters and personnel assigned to the police department, and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel to include administrative statutes:
- 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) Report monthly in writing form, to the Borough an overview of police activity for the proceeding month. The Chief of Police shall reserve the right to preclude any information that the Chief may deem to be confidential in nature.

**ARTICLE 4**  
**WORKWEEK**

1. The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief of Police shall work at least forty (40) hours per week and may take a (1) one-hour break per day, when public safety requirements permit such a break to be undertaken.
2. The Chief of Police shall be entitled to utilize, vacation, holiday, compensatory and personal days taken at his discretion in consideration of the departments needs and with consideration of public safety needs.

**ARTICLE 5**  
**SICK LEAVE**

1. Sick leave is hereby defined to mean an absence from the post of duty by the Chief of Police, while in good standing, due to illness, accident injury, disability, exposure to contagious disease, or the necessity to attend to and care for an ill member of his immediate family. The term "immediate family" for the purpose of this agreement shall include the following: a) spouse; b) parent, c) step-parent, d) child, e) foster child; and f) any other relative residing in the Chief of Police household.
2. In the event the Chief of Police requires leave due to any of the above-stated reasons, not caused by other employment or business ventures, he may request and shall be granted a leave of absence, with full pay, as herein provided.
3. If the Chief of Police is absent from work on sick leave and is unable to report for duty for five (5) or more consecutive working days, the Borough may require a physician of its choice to provide a medical statement concerning the need for sick leave. In the alternative, the Borough may require the Chief of Police to submit acceptable medical evidence substantiating the need for sick leave.
4. If the Chief of Police is absent from work for reasons that entitle him to sick leave, the Police Department shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which he is absent, except in the case of an emergency. Failure to so notify may be cause for denial of the use of sick leave for that absence and could constitute cause for disciplinary action.
5. Sick leave shall accrue for the Chief of Police at the rate of 10 hours per month, for each month of employment, and shall accumulate from year to year, to be used as set forth herein.
6. The Chief of Police, at his option, may be paid up to 120 hours of his annual unused sick leave from the preceding year at the preceding years rate, payable

no later than December 15th of the year of application. The sick leave payment cannot cause the amount of accumulated unused sick leave days to drop below 300 hours.

7. The Borough shall provide compensation for unused sick leave as follows: Upon retirement or other separation from employment, the Chief of Police may sell any accrued unused sick leave back to the Borough, at retirement rate of pay, payable in the amount of one half days pay (1/2, days pay) for each day accrued up to 160 days.

## ARTICLE 6 INJURY LEAVE

1. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this agreement, the Chief of Police shall be entitled to full pay for a period of one year. Compensation shall be made to the Chief of Police under the standard policy of the Borough of Stratford, as used to compensate any other employee of the Borough during periods of workmen's compensation leave.
2. When injured while working, whether slight or severe, the Chief of Police must make an immediate report, if practicable, prior to the end of the shift. Failure to report any injury may result in the failure of the Chief of Police to receive compensation under this Article.
3. The Chief of Police shall be required to present evidence, by way of a certificate or report of a physician that he is unable to work, and the Borough may reasonably require the Chief of Police to present such a certificate or report from time to time.

**ARTICLE 7**  
**FUNERAL LEAVE**

In the event of a death in the Police Chief's immediate family, the Chief shall be granted time off without loss of pay as per the following schedule.

1. Five (5) days off with pay in the event of the death of a Spouse, Children Or Foster Children of the Association member
2. Three (3) days off with pay in the event of the death of Mother, Father, Brother, Sister, mother-in-law or father-in-law.
3. One (1) day off with pay in the event of the death of a Grandmother, Grandfather, brother-in-law or sister-in-law.

If extenuating circumstances arise where more time off is required, then the Chief may request time off, and same may be approved in the discretion of the Director of Police.

**ARTICLE 8**  
**VACATIONS**

1. The Chief of Police shall be entitled to four weeks (4) vacation time annually with each week consisting of five (5) working days. The Chief of Police is entitled to use vacation leave, in the form of hours and or days.
2. The Chief of Police shall be entitled to schedule his vacation time provided that the Chief of Police shall not take vacation leave unless a subordinate is available to assume control of, and responsibility for, the operation of the Stratford Police Department.
3. Any unused vacation time that does not exceed one (1) week (40 hours) may be turned back to the Borough, and payable to the Chief of Police at straight time, and forty (40) hours may be carried over for use in the following year. Any

unused accrued vacation time shall be compensated for by the Borough as straight time when the Chief of Police becomes separated, either voluntarily or involuntarily, from employment with the Borough or retires from employment with the Borough. However, any unused accrued vacation time will not be compensated for if the Chief of Police terminates his employment with the Borough without giving at least three (3) month's prior notice to the governing body.

#### ARTICLE 9

#### HOLIDAY TIME

1. The Chief of Police shall be entitled to twelve (12) paid holidays per calendar year during the term of this contract. Those recognized holidays are as follows:  
New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day.
2. As with vacation and personal days, the Chief of Police may schedule holidays at his discretion. The Chief of Police may take a holiday on another day rather than the recognized holiday day in accordance with adequate manpower coverage to ensure public safety.

#### ARTICLE 10

#### PERSONAL DAYS

1. The Chief of Police may utilize two (2) days a year for leave for personal, business, household, or family matters as described below, and such leave shall not accumulate from year to year.
2. As with vacation and holidays, the Chief of Police may schedule personal days at his discretion in accordance with adequate manpower coverage to ensure public safety.

## ARTICLE 11

### INSURANCE, HEALTH, WELFARE AND EYE EXAMINATIONS

1. The Borough shall maintain medical insurance coverage for the benefit of the Chief of Police and his family (herein defined as a spouse or dependant) at levels of not less than those presently in effect. The Borough has the right to change insurance coverage when mutually agreed upon in writing by the Chief of Police and the Borough. And when agreed upon, any insurance changes must be equal to, or better than the benefits currently provided. At no time shall the Chief of Police receive less medical insurance coverage than that which is received by any other member of the Police Department.
2. In accordance with Chapter 2, P.L. 2010 the Chief of Police must contribute 1.5% of his base salary towards his health benefits cost. The 1.5% provision will remain in effect for the employee until such time Chapter 2, P.L 2010 is superseded by a new law or regulation of the State of New Jersey.
3. The Borough of Stratford has adopted the provisions of Chapter 88, Public Laws of 1974 as amended by Chapter 436, P.L. 1981 to permit local employers to pay the premium charges for certain eligible pensioners and their families in accordance with the plan promulgated by the State of New Jersey Health Benefits Program and to pay Medicare charges for such retirees and their spouses covered by the New Jersey State Health Benefits Program.
4. Upon any recognized retirement as approved by the State of New Jersey Division of Pensions & Benefits, the Chief of Police, his spouse, and children under the age of twenty seven (27) as long as they are enrolled in college or some bona fide institution of learning, shall be entitled to receive, at no cost to



him / them, medical insurance coverage at levels not less than those presently in effect along with a drug prescription plan, as though the Chief of Police were still employed by the Borough. Upon his death, his spouse, and children under the age of twenty seven (27) years of age who are enrolled in college or some bona fide institute of learning will continue to receive insurance coverage as if the Chief of Police were still living, so long as she (the spouse) does not remarry. This will also be provided at no cost to the Chief of Police, his spouse & children.

4. The Borough shall reimburse the Chief of Police up to \$850.00 per year for the cost of eyeglasses, examinations, dental, prescription, or health club or fitness facility of his choice.
5. Life Insurance shall be provided for the Chief of Police, but the form of same, including but not limited to death benefits shall be in the discretion of the Borough.

## ARTICLE 12

### LEGAL INDEMNIFICATION

3. The Borough shall supply the Chief of Police with necessary legal advice and counsel in the 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. The Chief of Police, subject to the approval of the Borough, may make the selection of an attorney and the Borough shall not unreasonably withhold such approval. The Borough shall similarly be responsible to indemnify the Chief of Police and to provide counsel for the Chief of Police in connection with all claims, including compensatory and punitive damages, for actions filed subsequent to the expiration of this Agreement.

**ARTICLE 13**  
**CLOTHING ALLOWANCE**

1. The Chief of Police and the Borough agree that there shall be a clothing allowance provided to the Chief of Police in the amount of \$900.00 annually. The \$900.00 clothing allowance shall be expended on police uniforms or clothing and or equipment for duties of a police officer or Chief of Police. Clothing allowance must be expended each year and shall not carry from year to year.
2. The Chief of Police shall also be entitled to a total allowance for the cleaning and maintenance of his clothing and uniforms in the sum of \$850.00 yearly. This allowance shall be paid in full no later than June 30<sup>th</sup> of any year and shall be payable without taxes upon presentation of a supporting receipt. This allowance is not for the purchase or replacement of uniforms or clothing, but is to offset the cost of cleaning and maintaining these items, the Chief at his discretion may apply this allowance towards police uniforms, clothing or equipment if he deems necessary.
3. The Borough shall replace any clothing or personal items damaged or destroyed in the line of duty, or reimburse the Chief of Police for the reasonable costs associated with replacing property damaged on duty.
4. 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.

**ARTICLE 14**  
**POLICE CHIEF'S VEHICLE**

1. The Borough agrees to supply the Chief of Police with an unmarked automobile to be used for police work. Because the Chief is "On Call" he may use the vehicle during off hours as he sees fit.

2. Only law enforcement personnel may operate the vehicle assigned to the Chief, with the consent or permission of the Chief.
3. The Chief of Police shall be permitted to use the car to travel no more than 75 miles from the borough, when "on call", but not on police business. Any distance beyond 75 miles shall require pre-approval of the Police Director.
4. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police.
5. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs to keep the vehicle in sound and safe working order.

#### **ARTICLE 15**

##### **SALARY**

Commencing on January 1, 2011, the base salary for the Chief of Police shall be \$107,092.00 which represents a two percent (2%) increase from his 2010 salary. There will be a two percent (2%) annual increase starting on January 1, 2012 and a two percent (2%) increase beginning on January 1, 2013.

#### **ARTICLE 16**

##### **EDUCATIONAL PROGRAMS / LAW ENFORCEMENT CONFERENCES**

1. The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining 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 Investigations, or any other educational 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. In no event shall the Borough be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities.
2. The Borough agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference. The annual budget for the Police Chief education and related expenses shall be \$1200.00 annually, If the Chief of Police attends a conference at Borough expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers.

#### ARTICLE 17

#### MISCELLANEOUS PROVISIONS

1. To the extent that the Borough enters into an employment and/or a collective bargaining agreement with any other police association, (i.e PBA Local 30 C.B.A.) all terms of that agreement shall be automatically incorporated into this agreement. However the terms of this agreement shall be final regarding the following articles:
  - \*Article 5: Sick Leave
  - \*Article 13: Clothing Allowance
  - \*Article 15: Salary
2. The Chief of Police shall not receive longevity pay.

## ARTICLE 18

### SEVARABILITY AND SAVINGS

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

## ARTICLE 19

### FULLY BARGAINED PROVISION

This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations. During the term 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 of the parties at the time they negotiated or signed this agreement. Except in the event, that the Chief assumes responsibility and general supervision for another municipal police department by way of an inter-local or similar agreement. In this case, this contract may be reopened, renegotiated and amended as agreed upon by the parties.

## ARTICLE 20

### OVERTIME-COMPENSATORY TIME & OTHER COMPENSATION

1. The Chief of Police is entitled to external overtime pay / assignments such as highway traffic control, grant overtime / extra patrols, private security details. Said overtime rate will be equal to that of the senior ranking subordinate officer or in most cases is a flat fee as designated by the State of New Jersey or those salaries controlled by local ordinance.

## ARTICLE 21

### CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

1. All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference by either the Borough Charter, Ordinances, or Rules and Regulations of the Police Department of the Borough, 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. The Borough and Chief agree that all benefits, terms and condition of employment relating to the status of the Chief of the Stratford Police Department not covered by this agreement shall be maintained at not less than the highest standards in effect at the time of the commencement of the collective negotiations leading to the execution of this agreement.

## ARTICLE 22

### DEMOTION PAY

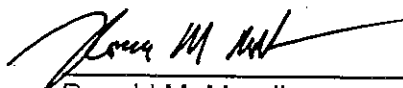
1. In the event the Chief of Police is demoted for reasons of merger of police departments, shared services agreements, or any other method of consolidations or reduction of the police force, or it's positions, the Chief of Police shall continue his employment with the Borough at the highest or most current Police Chief salary in effect at the time of the merger, consolidation or reduction or elimination of positions. In any of these instances, the Chief shall assume the next ranking position within the police department and shall be no less than the second in command, unless otherwise agreed to in writing by the Chief of Police.

ARTICLE 23  
TERM AND RENEWAL

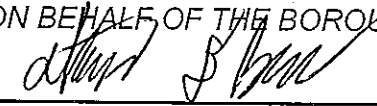
THIS AGREEMENT shall be in full force and effect as of January 1, 2011\_\_\_\_and shall remain in effect to December 31, 2013. This contract will remain in force until such time as it is re-negotiated by the parties.

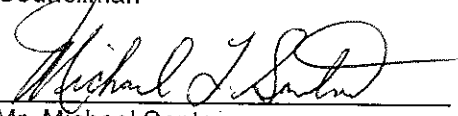
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:


CHIEF OF POLICE  
FOR THE BOROUGH STRATFORD


 1/6/11 2002/1/11  
\_\_\_\_\_  
Ronald M. Morello

ON BEHALF OF THE BOROUGH


  
\_\_\_\_\_  
Mr. Anthony D. Bove  
Councilman

  
\_\_\_\_\_  
Mr. Michael Santoro  
Councilman

  
\_\_\_\_\_  
Mr. Michael Perez  
Councilman

  
\_\_\_\_\_  
Mr. John Gentless  
Mayor

Attest:

  
\_\_\_\_\_  
John D. Keenan, Borough Clerk  
Dated