



BOROUGH OF EAST NEWARK
 COUNTY OF HUDSON
 STATE OF NEW JERSEY

**REGULAR MEETING
 OF THE
 MAYOR AND BOROUGH COUNCIL**

DATE: WEDNESDAY, DECEMBER 11, 2019

TIME: 5:30 PM

AGENDA

	ORDINANCE (FIRST READING/INTRODUCTION)
	ORDINANCE (SECOND READING/PUBLIC HEARING)
10-2019	An Ordinance Amending Chapter 20, Streets And Sidewalks Of The Revised General Ordinances Of The Borough Of East Newark With The Creation Of A New Article Entitled "Excavations And Openings
	RESOLUTIONS
119-19	Authorizing The Borough Engineer To Provide Engineering Services For Additional Subservice Investigation Of Contamination Beneath The DPW Garage
120-19	Authorizing The Purchase Of A Vehicle Under The Cranford Cooperative Purchasing Agreement
121-19	Appointment Of Members To The East Newark Planning Board
122-19	Cancellation Of Outstanding Checks
123-19	Appointment Of Construction Official/Building Sub-Code Official, Anthony J. Chisari East Newark Building Department
124-19	Authorization Of Budget Appropriation Transfers
125-19	Resolution Calling for Study Commission to Review the Open Public Records Act
126-19	Adoption Of The Schedule Of The Meetings Of The Mayor And Council For The Calendar Year 2020
127-19	Approval of Minutes
128-19	Approval of the Payment of Bills
129-19	Authorize Police Chief Contract
	DEPARTMENTAL REPORTS
	Office of the Borough Clerk
	Finance Department
	Welfare Department
	Police Department
	Water Department
	Fire Department
	Municipal Court
	CONFIDENTIAL CORRESPONDENCE

ANY OTHER BUSINESS PRESENTED BY THE MAYOR AND BOROUGH COUNCIL

FORMAL ACTION MAY OR MAY NOT BE TAKEN

**BOROUGH OF EAST NEWARK
COUNTY OF HUDSON**

RESOLUTION: AUTHORIZE POLICE CHIEF CONTRACT

Introduced by Councilmember _____

Seconded by Councilmember _____

WHEREAS, Anthony Montiero is the Chief of Police of the Borough of East Newark; and

WHEREAS, the Mayor and Council desire to enter into an agreement with Chief Montiero for the year, 2019, thereby setting forth the terms of his employment, for 2019,

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of East Newark, County of Hudson, State of New Jersey that Mayor Joseph R. Smith is hereby authorized to execute an agreement with Chief Montiero, in accordance with terms set forth in the Employment Agreement, which is incorporated herein by reference, for 2019.

ROLL CALL	Aye	Nay	Abstain	Absent
Diaz				
Evaristo				
Graham				
Lucas				
Tight				
Zincavage				

I HEREBY CERTIFY THAT THE ABOVE RESOLUTION WAS APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF EAST NEWARK AT A PUBLIC MEETING OF THE MAYOR AND COUNCIL OF THE BOROUGH OF EAST NEWARK HELD ON DECEMBER 11, 2019.

ROBERT B. KNAPP, BOROUGH CLERK

CONTRACT

BETWEEN

BOROUGH OF EAST NEWARK

HUDSON COUNTY, NEW JERSEY

and

ANTHONY MONTEIRO

TO SERVE AS CHIEF OF POLICE

JANUARY 1, 2019 – DECEMBER 31, 2019

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ARTICLE I
INTRODUCTION

- A. This Contract is entered into this 31ST day of December, 2019, between the Borough of East Newark (hereinafter referred to as the "Borough") and Anthony Monteiro (hereinafter referred to as the "Chief of Police").
- B. This Contract (also referred to as "Agreement") shall have a duration of January 1, 2019 through December 31, 2019.
- C. This Agreement shall be in effect only for Anthony Monteiro for the period of time that he holds the position of Chief of Police of the East Newark Police Department. This Agreement shall be terminated effective immediately if Mr. Monteiro is permanently removed or he terminates his employment with the Borough. This Agreement shall also be terminated if for any reason Mr. Monteiro is unable to continue as Chief by reason of disability, death, incapacity not covered by the sick leave provision or any other reason, including retirement.

ARTICLE II
LEAVE OF ABSENCE

- A. Leaves of absence shall be granted pursuant to Federal and State Law.

ARTICLE III
OVERTIME

- A. The Chief of Police shall not earn or accrue overtime compensation or compensatory time or any payment at any time for hours of work in excess of the normal work week or pursuant to any Federal or State wage and hour laws.

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ARTICLE IV
VACATIONS

- A. The Borough shall maintain its existing vacation policies for the period January 1, 2019 through December 31, 2019.
- B. Effective January 1, 2019: 30 vacation days.
- C. Vacation accrual program shall be the same terms as the P.B.A. Agreement.

ARTICLE V
PERSONAL LEAVE

- A. The Police Chief shall be entitled to one (1) personal day.

ARTICLE VI
SICK LEAVE

- A. Sick leave is hereby defined to mean an absence from the post of duty consistent with the definition of the New Jersey Earned Sick Leave Law and any Federal and State Leave Act, as defined by Borough policy or practice. If the New Jersey Earned Sick Leave Act is no longer in effect, the Borough's sick time policy or practice shall remain in effect.
- B. 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.
- C. If the Chief of Police is absent from work on sick leave and is unable to report for duty for three (3) 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.
- D. The Chief of Police shall be entitled to the same unlimited sick leave program as the P.B.A. in accordance with the statutes of the State of New Jersey.
- E. During the existence of the unlimited sick leave program the Chief shall not receive any sick leave payment or terminal leave payment for any sick days previously accrued upon retirement.

- F. The sick leave accrual shall be the same provisions as the P.B.A. with limitations to total payments and schedule for said payments.

ARTICLE VII
INJURY LEAVE

- A. 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. If the Chief of Police exercises this right, he shall surrender to and deliver any workman's compensation salary payments to the Borough in order to receive his entire salary payment. This clause shall be in effect for the Chief's own illness or incapacity, and specifically exempts the expanded definition of sick leave pursuant to the New Jersey Earn Sick Leave law.
- B. 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.
- C. The Chief of Police shall be required to present evidence, by way of a certificate or report of a physician designated by the Borough, 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 VIII
INSURANCE

- A. The Chief of Police shall receive the same health insurance benefits as set forth in the P.B.A. collective bargaining agreements, and shall be subject to all of the terms and conditions thereof, including co-pays, contributions, etc.

ARTICLE IX
CLOTHING PURCHASE & MAINTENANCE ALLOWANCE AND MUSTER PAY

- A. Effective January 1, 2019, the Chief of Police shall receive the same clothing purchase and maintenance allowance as the police officers below the rank of Chief of Police.

ARTICLE X
HOLIDAYS

- A. Holiday pay is included in the Chief's base pay on the same terms as the P.B.A.

ARTICLE XI
FUNERAL LEAVE

- A. The Chief of Police shall be granted bereavement leave with pay, not to exceed four (4) working days from the date of death in the event of a death in his immediate family. Immediate family shall be defined as follows: spouse, child, mother, father, brother, sister, mother-in-law, father-in-law or grandparent.

ARTICLE XII
MILITARY LEAVE

- A. Military leave shall be granted pursuant to Federal and State Law.

ARTICLE XIII
SALARIES

- A. The annual salary for the Chief of Police shall be as follows:

2018 – \$102,470

- B. The Chief of Police shall have the same pay schedule as the P.B.A.
- C. At the conclusion of his one year anniversary as Chief of Police, the effective date being January 1, 2019, Monteiro's base salary will be the differential of no less than 12% above the pensionable salary of the highest paid sworn police officer in the Department, in
- D. At no point in time shall the Chief of Police have a reduction in salary as a result of the provisions in Section C in this Article.

ARTICLE XIV
LONGEVITY

- A. Longevity shall be paid on the consistent with the P.B.A. collective negotiations agreement.

ARTICLE XV
CHANGES, SUPPLEMENTS OR ALTERATIONS

- A. No change in this Agreement shall be effective unless in writing and signed by the parties. This Agreement sets forth all agreements and understandings of the parties. No oral agreement shall be binding on the parties. Any agreement of the parties must be in writing and be signed and duly authorized.

ARTICLE XVI
SAVINGS AND SEPARABILITY CLAUSES

- A. In the event any provision or provisions of this Agreement is declared illegal or null and void, then said provision or provisions shall be deleted from this Agreement and the remainder of this Agreement shall continue in effect. If a direct economic benefit provision is declared illegal or null and void, then the parties shall renegotiate the sum of such provisions.

ARTICLE XVII
WORKING HOURS

- A. 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.
- B. The Chief of Police shall work a schedule of approximately forty (40) hours on average per week. Additionally, it is the nature of the position, and it is expected by both parties, that the Chief of Police shall work additional hours beyond the regular work day or work week as required to fulfill all duties of command without any additional compensation.
- C. The Chief of Police shall not receive overtime consistent with this Agreement.
- D. The Chief of Police shall not receive any time on the books for additional hours of work consistent with this Agreement.

- E. The Chief of Police shall not be entitled to compensatory time for additional hours of work consistent with this Agreement.

ARTICLE XVIII
DEFERRED COMPENSATION

- A. The Chief of Police shall be entitled to participate in the same Deferred Compensation Program as the P.B.A. in compliance with Section 457 of the Internal Revenue Code and all rules and regulations.

ARTICLE XIX
EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

- A. The Chief of Police may, at the Borough's discretion, 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 or the Federal Bureau of Investigation. The Borough agrees to grant time off, including travel time, 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. All reasonable expenses, as determined by the Borough in its sole discretion, such as travel, room, food, tuition, fees, special clothing, books, or any other charges connected with the educational program and/or the Chiefs annual conferences shall be borne by the Borough subject to an annual limit of a maximum of \$300.00 for any and all of the foregoing expenses for any calendar year. If the Chief of Police attends a conference at the Borough's expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers.
- B. The Chief of Police shall also be required to provide a written report which details the information presented at the conference, including how such information presented at the conference, including how such information is valuable and useful to the Police Department. Such report shall also include recommendations as to how the information can be implemented for the improvement of the Police Department.
- C. The Borough also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police and the International Association of Chiefs of Police. The total amount of membership dues shall not exceed \$500, unless expressly permitted by the Borough.

- D. The Borough agrees to grant time off and pay all expenses incurred by the Chief of Police attending any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey.

ARTICLE XX
EVALUATION

- A. The parties agree that the Chief of Police shall be evaluated not later than December 1st of each year with respect to his job performance during the year. The Borough shall consider this evaluation when determining subsequent salary increases for the Chief of Police.

ARTICLE XXI
MAINTENANCE OF STANDARDS

- A. All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Borough's ordinances, resolutions and the rules and regulations of the Police Department.

ARTICLE XXII
DURATION OF AGREEMENT

- A. Subject to the provisions of Article I, this Agreement shall remain in effect from January 1, 2019 through midnight December 31, 2019. In the event a successor Agreement has not yet been made, then if the parties mutually agree this Contract shall remain in effect until the new Agreement is executed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective representatives and appropriately attested.

BOROUGH OF EAST NEWARK

CHIEF OF POLICE

JOSEPH R. SMITH, MAYOR

ANTHONY MONTEIRO

Witness:

Witness:

ROBERT B. KNAPP, BOROUGH CLERK

Dated: DECEMBER ____, 2019

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