

AGREEMENT

between the

TOWNSHIP OF WEST ORANGE

and

POLICE CHIEF JAMES ABBOTT

JANUARY 1, 2021 through NOVEMBER 30, 2025

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RECITALS

This AGREEMENT made as of the ____th day of _____, _____, between the TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the “TOWNSHIP,” and James Abbott, hereinafter referred to as the “EMPLOYEE.”

WHEREAS, James Abbott has been appointed Chief of Police since January 17, 1997;

WHEREAS, the Township and the Employee wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties;

WHEREAS, the parties further seek to memorialize the terms of this employment relationship in writing; and

NOW THEREFORE, the parties agree as follows:

ARTICLE I – EMPLOYMENT

The Township agrees to employ James Abbott as Chief of Police of the Township during good behavior and in accordance with the New Jersey Civil Service laws in Title 11A of the New Jersey Statutes Annotated and Title 4A of the New Jersey Administrative Code, as well as any other applicable federal, state, or local law, subject to the terms and conditions of employment set forth in this agreement.

ARTICLE II – MANAGEMENT RIGHTS

The Employee recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All rights, power, and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement

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ARTICLE III – RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the Employee has heretofore enjoyed and is presently enjoying, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

ARTICLE IV – WORK WEEK

The Employee's position is a salaried position compensated pursuant to Article VI of this Agreement and is exempt from overtime.

This shall mean that the Employee shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day each week.

However, the Employee shall work on average a minimum of forty (40) hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands, and other factors. All parties endorse a policy of flexibility which allows the Employee to adjust normal working hours as conditions require to include all hours which enable the Employee to complete routine duties and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks, or to handle emergency conditions as they arise.

ARTICLE V – COMPENSATION

The Employee shall be entitled to compensation as set forth in the Term Sheet annexed hereto as **Attachment A**.

ARTICLE VI – HEALTH BENEFITS

The Employee shall be entitled to health benefits as set forth in the Term Sheet annexed hereto as **Attachment A**.

ARTICLE VII – MISCELLANEOUS

Any rights set forth in the Term Sheet annexed hereto as **Attachment A** and not specifically referenced in this Agreement are hereby incorporated by reference as if set forth herein.

ARTICLE VIII – RETIREMENT

The Employee shall retain all pension rights under New Jersey law and ordinances of the Township of West Orange.

ARTICLE IX – DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 2021 and shall terminate on November 30, 2025. All provisions contained herein shall be retroactive to the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of this ____th day
of _____, _____.

ATTEST:

THE TOWNSHIP OF WEST ORANGE, a
Municipal Corporation in the County of Essex,
State of New Jersey

ROBERT D. PARISI, MAYOR

ATTEST:

James Abbott, Chief of Police

Attachment A

CHIEF OF POLICE
TERM SHEET FOR EMPLOYMENT CONTRACT

TERM

The term of this agreement shall be from January 1, 2021 through November 30, 2025.

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, economic and non-economic benefits including but not limited to the provision of Health Benefits, Prescription Plan, Dental Insurance, Paid Time Off (PTO), PFRS Pension and Accumulated Sick Time Payout at retirement which the **Chief of Police** has heretofore enjoyed and is presently enjoying, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

MONETARY COMPENSATION

- a. Base Salary for the **Chief of Police** shall be the same base salary earned by a Deputy Chief of Police plus an additional 24%.
- b. Longevity for the **Chief of Police** shall be paid consistent with the Township's Policy and Procedure Manual in effect as of the signing of this agreement.
- c. Holiday Pay percentage for the **Chief of Police** shall be the same Holiday Pay percentage earned by a Deputy Chief of Police
- d. Police Officer Annual Stipend, Clothing Allowance, and College Credits for the **Chief of Police** shall be the same as earned by a Deputy Chief of Police
- e. The Township will fund a Pensionable deferred compensation salary bi-weekly contribution to a 457-Deferred Compensation account designated by the **Chief of Police** in a prorated amount equal to the IRS Maximum Elective Deferral plus the IRS Maximum Catch Up Deferral for 23 months of the agreement and in an amount equal to the IRS Maximum Special 457(b) Catch Up Deferral, not exceeding an amount equal to two times the IRS Maximum Elective Deferral for 36 months. The **Chief of Police** may select the which contribution level to apply for each month of the contract or limit any portion of this contribution at his sole discretion.

RETIREMENT HEALTH BENEFITS

Upon retirement with 25 or more years of creditable PFRS pension service, the **Chief of Police** shall be provided with full health and prescription benefits at no premium cost to him or his spouse & eligible dependents from the date of his retirement until his death or until his current or future spouse's death, whichever occurs last.

Additionally, the Township will reimburse the **Chief of Police** any Medicare premiums for Medicare Part A, Part B or Part D, including any Income Related Monthly Adjustment Amount (IRMAA) assessment made by the Social Security Administration or its successor.

These benefits shall remain equal to or better than the benefits received by the **Chief of Police** and his family as of the last date of service to the Township. When **Chief of Police** qualifies for Medicare, benefits will become secondary to Medicare while his Spouse and dependents will continue to receive full coverage until children reach the age of 26.

When his spouse or disabled children become eligible for Medicare, they will become secondary to Medicare. Child Dependents who are disabled before aging out will retain coverages until the death of the **Chief of Police** and his Guardian spouse, whichever occurs last.

OTHER CONSIDERATIONS

All future rights privileges, economic and non-economic benefits bestowed upon the rank of Deputy Chief of Police and/or any subordinate rank will automatically be made available to the **Chief of Police** without further negotiations for the life of this contract once approved by the Mayor.