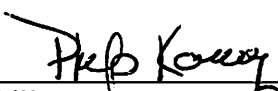


**FRANKLIN TOWNSHIP
RESOLUTION #2020-54**

**RESOLUTION AUTHORIZING AN EMPLOYMENT AGREEMENT FOR
FRANKLIN TOWNSHIP POLICE DEPARTEMENT OFFICER-IN-CHARGE –
CAPTAIN TIMOTHY SNYDER**

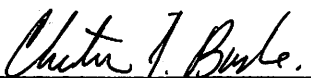
BE IT RESOLVED, that the Township Committee of the Township of Franklin, County of Hunterdon, State of New Jersey hereby authorizes the execution of an employment agreement with Captain Timothy Snyder as Officer-In-Charge of the Franklin Township Police Department.

ADOPTED: 11/12/2020



Philip Koury, Mayor
Township Committee

Attest and Affix Seal:



Christine J. Burke, RMC
Municipal Clerk

I, Christine J. Burke, Municipal Clerk of the Township of Franklin, County of Hunterdon, do hereby certify this to be a true copy of a resolution adopted by the Township Committee at a meeting held on November 12, 2020.



Christine Burke, RMC
Municipal Clerk

**EMPLOYMENT AGREEMENT FOR
OFFICER IN CHARGE,
CAPTAIN TIMOTHY SNYDER**

This Agreement is made and entered into by and between the Township of Franklin, a municipal corporation duly organized under the laws of the State of New Jersey, with an address of 202 Sidney Road, Pittstown, New Jersey 08867, hereinafter referred to as “Employer”, and Timothy Snyder, hereinafter referred to as “Employee”(collectively, the “Parties”).

WITNESSETH:

WHEREAS, Timothy Snyder has been employed with the Franklin Township Police Department since March 25, 2002 and he currently holds the rank of Captain; and

WHEREAS, the Township of Franklin does not have a Chief of Police; and

WHEREAS, Employee has been serving in the capacity of Officer in Charge since February 11, 2016 and the Employer and the Employee desire for him to continue in that role; and

WHEREAS, the Parties agree that it is appropriate to enter into this Agreement in order to define and establish the rights and obligations of the Parties; and

WHEREAS, the Parties agree that this Agreement shall run through December 31, 2021 in order to run for the same term as the existing Agreement between the Township and PBA Local 188 (the “PBA”).

NOW, THEREFORE, the Township of Franklin does hereby employ the services of Timothy Snyder as its Officer in Charge; and the Parties, intending to be legally bound, agree that said employment shall be under, and in accord with, the following terms and conditions:

SECTION 1. DUTIES

- A. As Officer in Charge, the Employee shall be the Chief Administrative officer of the Police Department and as such shall be governed by N.J.S.A. 40A:14-118.
- B. The Employee shall supervise the daily operations of the Police Department, to include the uniformed and civilian personnel.

SECTION 2. TERM

This Agreement shall be effective as of the date signed below until December 31, 2021 (the same expiration date as the Township's Agreement with the PBA). One party or the other may give 30 days' notice, in writing, to terminate this Agreement for any reason. If this Agreement is terminated or expires without a new Agreement being negotiated, the Employee shall be governed by the Townships Agreement with the PBA. Termination of this Agreement does not terminate Employee from employment with the Township.

SECTION 3. SALARY

- A. Effective as of the date signed below until December 31, 2020, Employee shall continue to be paid at his current rate of salary and shall be entitled to accrue overtime.
- B. Effective January 1, 2021, Employee's Salary shall be \$108,274.00 and he shall be entitled to accrue overtime.

SECTION 4. HOURS OF WORK

Employee agrees to devote that amount of time and energy which is reasonably necessary for Employee to faithfully perform the duties of Officer in Charge under this Agreement. Employee shall be a "working supervisor" meaning that he will schedule himself to work "the road" with the other officers in the Department.

SECTION 5. OVERTIME

Employee shall be entitled to accrue overtime consistent with the same terms and conditions as the PBA. The Employee will receive the "supplemental" pay provided to the members of the PBA for those services that are paid by outside sources (e.g.: traffic control for private construction projects, private security details, etc) as defined in Article XVII of the PBA Agreement and the Township Code Section 75-56.

SECTION 6. PROFESSIONAL DEVELOPMENT

- A. Employer also agrees to budget and pay for the travel and subsistence expenses of Employee for courses and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- B. All expenses must be pre-approved by the Township Committee.

SECTION 7. RETIREMENT

- A.** Upon Employee's retirement from the Township, the Employee shall be paid for any accumulated sick time, vacation and personal leave, at the time of retirement to a maximum of \$20,000.
- B.** Any other benefits to which the retiring Employee is entitled shall be paid to that employee on a prorated basis upon such retirement. Except for the benefits specifically enumerated in Section A, above, the Employee will not be entitled to any other benefits.

SECTION 8. DEATH DURING TERM OF EMPLOYMENT

If Employee dies during the term of his employment, Employer shall pay to the Employee's estate all the compensation which would otherwise be payable to the Employee up to the date of the Employee's death, and the contract shall terminate as of such date.

SECTION 9. INDEMNIFICATION

Employer shall defend, save harmless, and indemnify Employee in accordance with N.J.S.A. 40A:14-155.

SECTION 10. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A.** All provisions of the Franklin Township Code Section 75 and the regulations and rules of the Police Department shall apply to Employee, except for benefits otherwise modified in this Agreement.
- B.** Sick Leave. Employee shall be entitled to the same sick leave benefits provided to the PBA. on the same terms and conditions as the PBA.
- C.** Vacation. Employee shall be entitled to the same vacation benefits as those provided to the PBA. on the same terms and conditions as the PBA.
- D.** Personal Leave. Employee shall be entitled to the same personal leave benefits provided to the PBA. on the same terms and conditions as the PBA.
- E.** Funeral Leave. Employee shall be entitled the same funeral leave benefits as those provided to the PBA. on the same terms and conditions as the PBA.
- F.** Injury Leave. Employee shall be entitled to the same injury leave benefits provided to the PBA. on the same terms and conditions as the PBA.
- G.** Employee shall be entitled to the same clothing and gun allowance as set forth in the PBA Agreement.

- H. Employee shall be entitled to the same miscellaneous benefits as set forth in the PBA Agreement.
- I. Health Insurance. Employee shall be entitled the same health care coverage and life insurance benefits provided to the PBA. on the same terms and conditions as the PBA. Upon retirement, Employee shall be entitled to the same health benefits he would have been entitled to if a member of the PBA
- J. The Township of Franklin shall continue to provide for the pension and retirement benefits for the Employee covered by this Agreement pursuant to the provisions of the statutes and laws of the State of New Jersey.
- K. The Employee shall be entitled to the same rights as detailed in Article II, Grievance, Article III Non-Discrimination, Article IV Management, Article XVIII Employees Right During Investigation and Article XX Access to Personnel Folders.

SECTION 11. SENIORITY

- A. Seniority shall be afforded to the Officer in Charge.
- B. The Officer in Charge shall be considered to have vested seniority as of the date hired as a full time Police Officer with the Franklin Township Police Department. Such seniority shall accumulate until separation and shall continue during all periods of vacations, sick leave, disability, or other leave as provided here in or in accordance with law. All part time employment is excluded from seniority.

SECTION 12. MUTUAL AID

The Employer agrees to provide to Employee Workmen's Compensation and Liability Insurance and Pensions as provided by State Law. Employer understands that, by nature of the work performed by Employee, Employee may be required to give aid and support in other jurisdictions. Should Employee suffer injury in the discharge of his sworn duty as a law enforcement officer, Employer agrees not contest any claim brought by Employee as contemplated herein.

SECTION 13. NO REDUCTION OF BENEFITS

Employer shall not at any time during this Agreement reduce the salary, compensation, or other financial benefits of employee, except any changes in health plans accepted by the PBA or additional contribution to benefits or co-pays accepted by the PBA or required by Law.

SECTION 14. NOTICES

A. Notices pursuant to this Agreement shall be given by United States mail, postage pre-paid, addressed as follows;


- (1) Employer: Township of Franklin
- (2) Employee: Timothy Snyder

SECTION 15. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement of the parties. No oral Agreement or arrangement not put in writing shall have any force and effect, provided, however, that an amendment to the Township Code should automatically be incorporated, except as otherwise expressed herein, into the terms and provisions of this Agreement after proper adoption by the Township Committee, and provided further that this Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives of Employee.

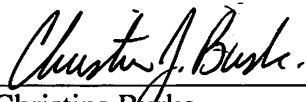
This Agreement shall become effective commencing the 12th day of November, 2020. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

THE TOWNSHIP OF FRANKLIN has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested to by the Township Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.



Timothy Snyder, Employee

Attested:



Christine Burke
Township Clerk



Mayor Phil Koury
Franklin Township