

RESOLUTION NO. 102-23

PROMOTING CAPTAIN DOMINICK FRINO TO THE RANK OF CHIEF OF THE ROSELLE PARK POLICE DEPARTMENT

WHEREAS, effective April 1, 2023 a vacancy shall exist in the position of Chief of Police of the Borough of Roselle Park; and,

WHEREAS, likewise, effective April 1, 2023, a vacancy shall exist in the position of Office of Emergency Management (OEM) Coordinator of the Borough of Roselle Park; and,

WHEREAS, the governing body recognizes that there exists a need to fill said positions to ensure the continuity of public safety within the community; and,

WHEREAS, Mayor Joseph Signorello III has filed his appointment of Dominick Frino to serve as Chief of Police and OEM Coordinator of the Borough of Roselle Park.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Council of the Borough of Roselle Park, County of Union, State of New Jersey hereby promote Captain Dominick Frino to the rank of Chief of Police in the Roselle Park Police Department, effective April 1, 2023; and,

BE IT FURTHER RESOLVED that Dominick Frino shall also serve as OEM Coordinator of the Borough of Roselle Park effective April 1, 2023; and,

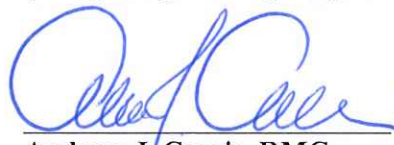
BE IT FURTHER RESOLVED that these appointments, inclusive of salary, benefits, and other stipulations of employment shall be pursuant to the employment agreement appended hereto and materially considered at part hereof as **Exhibit A**; and,

BE IT FURTHER RESOLVED that the Mayor and Borough Clerk are authorized to sign the above stated employment agreement on behalf of the Borough effectuating the terms of Dominick Frino's employment.

ADOPTED: March 23, 2023

I hereby certify that the foregoing Resolution was acted upon by the governing body on March 23, 2023 with the below captioned results on a motion to adopt.

COUNCIL	INTRODUCED	SECONDED	AYE	NAY	ABSTAIN	ABSENT
SIGNORELLO (Mayor)						
PETROSKY			✓			
JOHNSON		✓	✓			
SIGNORELLO	✓		✓			
ROBAINA			✓			
LYONS			✓			
PATEL			✓			
ON CONSENT AGENDA		YES		NO		


Andrew J. Casais, RMC
Borough Clerk

I hereby certify that funds are available in line item

01-0240-00-01391-101

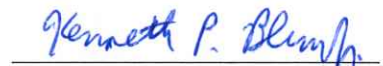

Kenneth P. Blum, Jr., CMFO
Chief Financial Officer

Exhibit A

EMPLOYMENT AGREEMENT
CHIEF OF POLICE

THIS AGREEMENT is made between the Borough of Roselle Park (the "Borough") with offices located at 110 East Westfield Avenue, Roselle Park, New Jersey 07204 and Dominick Frino (the "Chief" or "Frino" interchangeably) of 75 Liberty Street, Clark, New Jersey 07066 (collectively "the parties").

WHEREAS, the parties have conducted negotiations for the purpose of formalizing an employment agreement between the Borough and Chief, establishing explicit terms of service and expectations; and,

WHEREAS, this Agreement is understood by the parties to be subject to the Statutes of the State of New Jersey as amended hereafter and which shall further control and/or modify the obligations and duties set forth herein; and,

WHEREAS, if any terms or conditions are hereinafter declared unenforceable, against public policy, or modifiable by statute, this Agreement will continue in full force and effect, subject only to the portion which is no longer viable, which shall be deleted; and,

WHEREAS, on March 23, 2023 the Borough's Governing Body appointed Frino to the position of Chief of Police within the Roselle Park Police Department effective April 1, 2023.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Borough and Frino agree as follows:

SCOPE OF AUTHORITY AND RESPONSIBILITIES

The Chief shall be the head of the Roselle Park Police Department and shall be directly responsible to the appropriate authority for the efficient and routine day to day operations thereof and shall carry out all duties and responsibilities of the Chief of Police as required by the provisions of N.J.S.A. 40A:14-118 as may be amended from time to time.

The Chief, as part of his duties, will also be responsible for the operation of the Borough's Office of Emergency Management ("OEM") and, in doing so, will be OEM Coordinator for the Borough; and,

It is understood that no amendments to, or new Borough Ordinances or Resolutions may materially expand the duties and responsibilities of the Chief unless fully negotiated by the parties and executed by a written amendment.

COMPENSATION

The prorated base salary for the Chief shall be \$153,248.00 for the calendar 2023. Likewise, the prorated base salary of OEM Coordinator shall be \$6,088.00 for the calendar year

2023. He will also receive all benefits offered to the Superior Officers Association under their contract with the Borough and, beginning January 1, 2024 and there forward, all increments offered as well. Any recommendation for an increase in salary beyond the specified amount shall consist of two (2) separate categories, which are:

1. Cost of Living Adjustment (expressed in a percentage increase over base salary plus paid holidays).
2. Performance Increase (an increase based on job performance which may be expressed in a percentage increase over base pay or a lump sum, in the discretion of the Governing Body).

Any additional increases and performance bonuses shall be at the reasonable discretion of the Governing Body of the Borough. In no event shall the Chiefs salary fall below that of the next highest ranking supervisory Officer, nor shall it be reduced during his term as Chief of Police. The Chief's annual pay incremental raise shall not be below that extended to the Superior Officers Association under their contract with the Borough. It is understood that this minimum threshold for annual increments for the compensation paid to the Chief will extend to all future agreements between the parties.

VACATION LEAVE

The Chief shall be entitled to five (5) weeks of vacation in each year, either in full weeks or individual days, which shall be approved by the Chief Administrative Officer of the Borough.

Upon retirement, the Chief shall be entitled to be paid for any unused vacation days for the prior year and that current year's vacation days as certified by the Chief Financial Officer of the Borough.

HOLIDAYS

The Chief shall be entitled to holidays enjoyed by members of the Superior Officer Association under their contract during the term of this Agreement.

Upon retirement, the Chief shall be entitled to be paid for any unused holidays as certified by the Chief Financial Officer.

PERSONAL DAYS

The Chief shall be entitled to three (3) personal leave days per year prorated based upon his effective date of appointment for his personal purposes. If unused during the year, the Chief shall be entitled to be paid for each unused day at the rate he would have received had he used said day as enjoyed by members of the Superior Officer Association under their contract during the term of this Agreement.

Upon retirement, the Chief shall be entitled to be paid for any unused personal days as certified by the Chief Financial Officer.

SICK LEAVE

The Chief shall be entitled to be compensated for fifteen (15) days per year, if the Chief is sick or injured when not on duty. Those days shall be permitted to accumulate during this Agreement and any extension/continuation to same. Upon his retirement, unused sick time accrued while Chief, as certified by the Chief Financial Officer, will be paid at the rate of 33.34% for each accrued day with the maximum of two hundred (200) days.

BEREAVEMENT LEAVE

Wages up to five (5) days shall be paid to the Chief during his absence from duty when such absence is caused by the death of the Chief's spouse or child, and up to four (4) days shall be paid during the absence from duty when such absences are caused by the death of the Chief's mother, father, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law, or brother-in-law.

DEATH BENEFITS

In the event that the Chief dies while in the employ of the Borough, his beneficiaries shall receive payment for the following benefits earned and accrued by the deceased: accrued sick, vacation, and holiday leave, as well as any benefits that may have accrued under this Agreement.

In the event of the death of the Chief while in the employ of the Borough, the surviving spouse and children of the Chief, under twenty-six (26) years of age or a full-time college student, shall receive at the Borough's expense, the then current medical, hospitalization, dental and prescription plan benefits, or any other benefit covered under this Agreement until the surviving spouse's remarriage or death.

MEDICAL BENEFITS

The Chief shall be entitled to the identical medical, hospitalization, dental, and prescription plans as offered to the Superior Officers Association of the Roselle Park Police Department. Said insurance policies may be altered for the Chief from time to time as said plans are amended for the Superior Officers during his employment, but not amended after his retirement.

CLOTHING ALLOWANCE

The Chief shall be entitled to the same clothing allowance as Superior Officers Association of the Roselle Park Police Department. The Borough shall be liable to replace any clothing of the Chief if significantly damaged while performing his duties for the Borough.

RETIREMENT BENEFITS

Upon his retirement from the Borough, after completing no less than one (1) year as Chief, the Chief and his dependents residing with him at the time of retirement (i.e. wife and

unemancipated children at the time of retirement) shall continue to enjoy medical, hospitalization, dental, and prescription benefits and any additional benefits as provided to other retired chiefs of the Roselle Park Police Department, the cost of which shall be borne entirely by the Borough. Upon the death of the Chief, the surviving spouse and un-emancipated children of the Chief shall receive, at the Borough's expense, the then current medical, hospitalization, dental and prescription benefits as offered to the other retired chiefs of the Police Department.

Furthermore, upon retirement from the Borough, the Chief shall be entitled to Terminal Leave equal to ninety (90) days of his wage as Chief of Police at the time of retirement, paid in cash or utilized as paid time off.

IMMUNITIES AND BENEFITS

The Chief of Police shall be entitled to all of the immunities from tort liability and shall have the pension, relief, disability, worker's compensation, and insurance as provided for in *N.J.S.A. 40A:14-152.2* while performing his duties as Chief, and shall be provided at the Borough's expense with the necessary means for defense of any action or legal proceeding brought against him and arising out of and directly related to the lawful exercise of police powers in furtherance of his duties provided for in *N.J.S.A. 40A:14-155*. If the Chief elects to select counsel of his own choosing, the Borough shall be responsible to pay for the cost of said counsel at the rate not to exceed two hundred dollars per hour.

TRAINING & MEETINGS

All rights and benefits enjoyed by the prior Chief shall be continued to be enjoyed by the present Chief, so long as he is employed by the Borough. These benefits include, but are not limited to, additional time off to attend the International Association of Chiefs of Police Meetings. He shall also be entitled to be reimbursed for reasonable and necessary expenses from attending such meetings upon proper documentation and accompanied by the required voucher presented to the Chief Financial Officer. Requests to attend such meeting shall be made, in writing, to the Borough Governing Body Liaison to the Police Department at least one full month in advance of the event. The Chief shall also be allotted time off to attend the regular meetings of the County and State Police Chief Association's meetings.

During the term of this Agreement and any extension thereto, or at the resignation, or retirement by the Chief, all the rights and benefits enjoyed by the Chief shall continue.

MISCELLANEOUS PROVISIONS

It shall be understood and agreed between both parties that the position of Chief of Police does not receive overtime monetary compensation. However, with permission from the Chief Administrative Officer the Chief of Police may be permitted to utilize excessive work hours as a means of time off. In the absence of a Chief Administrative Officer the Mayor and Council, collectively, may grant such permission by formal Resolution.

Attendance at the first monthly meeting of the Mayor and Council is a requirement of the position of Police Chief, as a department head, to present his department's monthly report. Attendance at other meetings will be upon specific request of the Mayor, or four (4) members of Council in writing.

Use of a Borough vehicle is explicitly authorized on a take home basis for both public / Borough and private / personal use.

DURATION

This document shall be construed as an employment agreement with a commencement date of April 1, 2023 and a termination date of March 31, 2026.

RENEWAL

There is a stipulation and understanding by and between the parties that the terms, conditions and benefits enumerated herein shall automatically renew upon the termination of this agreement until a new agreement is reached between the Borough and the Chief.