

EMPLOYMENT AGREEMENT

This AGREEMENT is made this 21st day of May, 2020, by and between the BOROUGH OF LAKEHURST (hereinafter "the Employer"), and MATTHEW KLINE (hereinafter "the Chief"). Employer and Chief are collectively referred to as the "Parties."

WHEREAS, the Parties have negotiated this Agreement and wish for Matthew Kline to serve as Chief of Police for the Borough of Lakehurst.

NOW, THEREFORE, in consideration of the foregoing premises and mutual agreements hereafter contained, the Parties hereto agree as follows:

1. The Chief shall use his best efforts to perform the duties of Chief of Police as prescribed by New Jersey Statutes, law, regulations, directives and guidelines, and those duties contained in the Borough's job description for Chief of Police and as assigned by the Borough from time to time.

2. SALARY. Effective January 1, 2020, the total pensionable base salary of the Chief shall be as follows:

2020	\$127,000
2021	\$129,540
2022	\$132,130
2023	\$134,770
2024	\$137,500

3. The aforementioned amounts represent the Chief's total compensation and include any amounts previously received for overtime/recall stipend, longevity, educational advanced degree stipend, or any other compensation previously received. Effective immediately, and for the remainder of his employment, the Chief shall not receive any compensation for overtime/recall stipend, longevity, educational advanced degree stipend, or any other compensation of any kind, except as expressly provided by this Agreement*. Unless expressly stated otherwise in this Agreement, the aforementioned amounts shall be the sole financial obligation of the Borough to the Chief. The Parties expressly agree that the Chief is a salaried position covered by the executive exemption to the overtime provisions of the FLSA.

*Grant monies and any outside work excluded.

4. HEALTH BENEFITS. The Chief shall be entitled to the same insurance coverage as is provided to officers pursuant to the LPA Agreement. The Chief shall contribute the amount required by P.L. 2011, c. 78, regardless of any sunset provision contained therein, to the cost of health benefits. The Borough shall have the right to change insurance coverage so long as it is substantially similar to, the benefits currently provided. The Chief shall be entitled to supplemental compensation equal to the lesser of \$5,000.00 or 25% of the Borough's savings as a result of waiving benefits.

5. WORK HOURS. The Chief shall spend sufficient time at his job to ensure the smooth and responsible operation of the police department, over which he has supervisory control. The Chief shall work a minimum of forty (40) hours per week. Notwithstanding, due to the nature of the job, the Chief may need to work outside these regular hours for no additional compensation.

6. LEAVE

a. HOLIDAYS. The Chief shall be entitled to leave on the holidays listed in the then-current collective negotiations agreement between the Borough and the Lakehurst Police Association (the "LPA Agreement").

b. PERSONAL DAY. The Chief shall be allowed four (4) personal days per year. Except in cases of emergency, the Chief shall provide at least five (5) working days' notice prior to using a personal day.

c. BEREAVEMENT LEAVE. In the event of death in a Chief's immediate family, the Chief shall be granted up to four (4) days off without loss of pay from the day of death or the day of the funeral. In the event of the death of a Chief's aunt, uncle, brother-in-law, or sister-in-law, the Chief shall be granted up to two (2) days off without loss of pay from the day of death or the day of the funeral. The Borough may request reasonable verification of any death and/or funeral services. Such bereavement leave is not in addition to any holiday, vacation leave, or time off falling within the time of the bereavement.

d. VACATION. The Chief shall be entitled to 25 vacation days per year. Requests for vacation shall be in writing and addressed to the Clerk or Mayor at least two (2) weeks in advance of the time the vacation is to commence. If the Chief is on a leave of absence (i.e. injury leave or worker's compensation, family leave) his vacation leave for the year shall be pro-rated for the time absent. Vacation time shall not be cumulative and shall have no cash value.

e. SICK LEAVE. The Chief shall be entitled 15 paid sick days per year. The Parties acknowledge that as of the date of this Agreement, the Chief has 1,316 hours accumulated unused sick time. The Chief may sell back sick-time in accordance WITH Article XV, Paragraph B (annual sell back of sick leave) of the LPA Agreement, subject to compliance with law. Upon retirement, and only after providing ninety (90) days' written notice, the Chief shall be entitled to payment for unused accumulated sick leave, not to exceed \$15,000.00.

f. INJURY LEAVE. The Chief shall be entitled to injury leave in the same manner as provided by the LPA Agreement.

7. VEHICLE. The Employer shall furnish to the Chief a take-home vehicle for work

use and incidental personal use. The Employer shall authorize the assigned vehicle for job-related travel outside the boundaries of the Borough when such travel and use is authorized by the Clerk or Borough Council.

8. CLOTHING ALLOWANCE. The Chief shall be provided, either a cleaning allowance or a cleaning credit (the choice of which to be the sole discretion of the Borough), of \$700.00 per year for cleaning of uniforms. Additionally, the Chief shall receive \$800 dollars per year for replacement of uniforms and equipment. Items that are damaged due to a single incident in the line of duty will be replaced or repaired, at the Employer's discretion, and will not be charged against the allowance.

9. SEVERABILITY AND SAVINGS. In the event that any federal or state legislation, governmental regulation, or court decision invalidate any Article or Section of this Agreement, the other Articles and Sections not so invalidated shall remain in full force and effect.

10. CHIEF'S RIGHTS. The Chief shall be entitled to the same rights as provided to the officers in Article 24 of the LPA Agreement.

11. ADVANCED TRAINING. The Chief shall be entitled to an annual benefit of up to \$2,500 for advanced training as defined in Article XXIX, Paragraph A of the LPA Agreement. In order to receive reimbursement, the Chief must receive prior written approval for the advanced training, successfully complete the advanced training, and submit proof of completion.

12. FULLY-BARGAINED AGREEMENT. This Agreement represents and incorporates the complete and final understanding of the Parties and supersedes and cancels all prior agreements, verbal or written, between the Parties.

13. CONFERENCES. The Chief may choose to attend one (1) professional conference each year sponsored by the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, or the FBI National Academy Associates. The Borough agrees to compensate the Chief for lodging (at the government rate), registration and travel expenses. The Chief will be responsible for all other expenses not provided as part of the conference. The Chief shall be required to provide a written report to the Public Safety Committee which details the information presented at the conference, including how such information is valuable and useful to the Lakehurst Police Department. Such a report shall also include recommendations as to how the information might be implemented for the improvement of the Police Department. If the Chief chooses to attend more than one conference per year, he does so at his own expense.

14. TERM AND RENEWAL. The Term of this Agreement shall be from January 1, 2020 through December 31, 2024. The terms of this Agreement shall automatically renew for

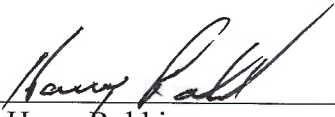
subsequent one (1) year terms unless, either party, in writing, provides written notice at least thirty (30) days prior to the expiration of the Agreement of that party's intent not to renew the Agreement. In the event of such notice, the terms of this Agreement shall remain in effect until a new agreement is executed by the Parties. The Chief of Police agrees that he will provide the Borough with 120 days' notice of his intent to retire or otherwise resign his employment as Chief.

CHIEF OF POLICE



Matthew Kline
Chief of Police

BOROUGH OF LAKEHURST

By: 

Harry Robbins
Mayor

ATTEST:

By: 

Maryann Capasso
Municipal Clerk