

EMPLOYMENT AGREEMENT

This **AGREEMENT** is made effective the 1st day of January, 2018, (the effective date) by and between the BOROUGH OF LAKEHURST (hereafter "the Employer"), and ERIC S. HIGGINS (hereafter "the Chief"). Employer and Chief are collectively referred to as the Parties.

WHEREAS, the Parties have bargained in good faith for the purpose of developing a contract covering wages, hours of work, and other terms and conditions of employment and wish to incorporate those terms into this Agreement.

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

SALARY & TERM. This Agreement shall commence upon the effective date and be effective through December 31, 2022. The total pensionable annual salary of the Chief shall be as follows:

2018 - 129,455

2019 - 132,044

2020 - 134,685

2021 - 137,379

2022 - 140,127

The salary of the Chief of Police shall be no less than 5% above the pensionable salary of the next-highest ranking officer. The salary shall be paid either biweekly or on the fifteenth and last day of each month, upon the option of the Borough.

The aforementioned amounts represent the Chief's total compensation and shall include any amounts previously received for overtime/recall stipend, holiday pay, education benefits, clothing allowance, CPM (Certified Public Manager) I-III, and longevity. Effective upon the effective date, and for the remainder of his employment, the Chief shall not receive any compensation for overtime/recall stipend, clothing cleaning allowance, CPM I-III, longevity or any other additional amounts,

unless specifically set forth in this Agreement. Unless expressly stated otherwise in this Agreement, the salary amounts set forth hereinabove shall be the sole financial obligation of the Borough to the Chief.

The Borough will continue to budget \$800 per annum for the replacement of uniforms and equipment.

NEGOTIATION OF SUCCESSOR AGREEMENT. Both parties agree to commence negotiations for the year 2022 no later than September 1, 2021, unless this date is mutually extended in writing. After negotiations commence, the parties agree to meet at least once a week, unless they mutually agree otherwise. In the event that a new agreement is not reached prior to the expiration date of this agreement, the parties agree that this agreement shall remain in full force and effect until such time as a new agreement is reached. In the event negotiations are not completed for a new agreement within six (6) months after the expiration of this Agreement, the Chief shall, each year until a new agreement is reached, receive an annual salary increase equal to the statutory, non-contractual employees of the Borough of Lakehurst.

WORK HOURS. The Chief shall spend sufficient time at his job to insure 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. The work week will, at the Chief's option, consist of four (4) ten (10) consecutive-hour workdays or five (5) eight (8) consecutive-hour workdays. For purposes of benefits based upon a "workday," the ten (10) hour workday shall be used. Notwithstanding, due to the nature of the job, the Chief recognizes and agrees he shall work outside these regular hours at no additional compensation from time to time.

OVERTIME AND RECALL. The Chief is a salaried position covered by the executive exemption to the overtime provisions of the FLSA. The ability to adjust the workday/workweek to cover planned training, meetings, Lakehurst Municipal Court or other events is inherent in the position.

HOLIDAYS. The Chief, as an exempt employee and Department Head, recognizes that he is in charge of determining when, in the best interests of the Department he will be required to work on a holiday as those days are defined by the current collective

negotiations agreement between the Employer and the Lakehurst Police Association (the "LPA Agreement").

PERSONAL BUSINESS DAY. The Chief shall be allowed four (4) days of personal business leave annually, not deducted from sick leave, with the approval of the Mayor or his designee. A personal day application shall, except in cases of emergency, be made at least five (5) working days prior to the personal day to be taken. One personal day, with the approval of the Mayor or his designee, may be carried into the next calendar year. The request to carry over a personal day must be made in writing and submitted no later than 1 November.

BEREAVEMENT LEAVE. Bereavement Leave is to be considered time from death notification forward in continuous work days. Bereavement leave is for the mental well-being of the employee and/or to permit time for necessary functions related to the death and bereavement process only.

In the event of death in the Chief's immediate family, defined as the Chief's spouse, children, or parents, the Chief shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall the leave exceed four (4) working days.

VACATIONS. Vacations are to be granted in accordance with the following scale, based on the ten (10) hour work day:

After 20 years of employment completed	27 working days
After 25 years of employment completed	30 working days

Requests for the taking of accrued vacation time shall be in writing and addressed to the Mayor or his Designee at least two (2) weeks in advance of the time the vacation is to commence. The Mayor or his Designee shall act on such request at his/her discretion and consistent with scheduling, manpower, and Department rules regarding seniority. If the Chief is on a leave of absence (i.e. injury leave or worker's compensation, family leave) his/her vacation leave for the year shall be pro-rated for the time absent. Upon retirement, the Chief shall be paid for all unused vacation days accrued during the year of retirement and the year immediately preceding.

SICK LEAVE. The Chief shall be entitled to fifteen (15) sick days in every calendar year of service beginning January 1, 2018. Any sick

time not taken shall be cumulative from year to year to a maximum of three hundred sixty-five (365) days. Upon retirement (within the meaning of the Police and Firemen's Retirement System), whether through disability, retirement, or should the Chief retire with twenty-five (25) years of service to the Employer, the Chief shall receive the value of one-half (1/2) of his accumulated sick days, with a cap of \$25,000. The use of sick days shall be governed by the then effective policy provided by the Lakehurst Borough Personnel Policy.

INJURY LEAVE. The Chief shall be entitled to injury leave in the same manner as provided by the LPA Agreement. In the event the LPA negotiates a lesser benefit than provided by the LPA agreement in effect at the time of the signing of this agreement, the Chief's benefit shall be maintained at the higher level.

ACTIONS AGAINST CHIEF. Except in disciplinary cases, whenever an action is brought against the Chief covered by this Agreement for an act or omission to act arising out of or incidental to the performance of his/her duties, in any civil or administrative matter the Employer shall defray the costs of defending such action. Except where the Employer's insurer has provided counsel, the Chief may select his/her own counsel and the Employer shall reimburse the Chief for reasonable attorney fees. In case of a civil action, the Employer shall pay any adverse judgment, except any judgment for punitive damages, and save harmless and protect the Chief from any financial loss resulting therefrom. The Chief shall submit to the Employer for approval the name of the attorney he/she selects and the estimated fees. The attorney chosen shall not charge a fee to the Employer greater than the hourly rate paid by the Ocean County Municipal Joint Insurance Fund for its highest paid hourly rate. Such approval is not to be unreasonably withheld and is to be given within two (2) weeks of submission of the name of the attorney and the estimated fee. The Borough shall provide the Chief with personal injury and liability insurance and false arrest coverage.

HEALTH BENEFITS. The Chief, his spouse, and eligible dependents are entitled to Borough-provided health insurance while the Chief is employed. The Employer currently participates in the New Jersey State Health Benefits Plan (NJ SHBP). The co-payments for doctor visits and prescriptions shall be consistent with the State Health Benefit (SHB) Direct 10 plan or SHB HMO plans. The Employer agrees to provide the Chief and his eligible spouse and

dependents with dental insurance at no cost to the Chief. The Employer retains the right to change insurance coverage as provided by law.

HEALTH BENEFIT WAIVER. The Chief shall be entitled to supplemental compensation consistent with law in the event he waives health benefits. While employed, the Chief shall be entitled to a stipend of \$5,000.00 per annum as a result of not receiving benefits.

- a. Should the Chief request within the time provided by then applicable law or regulation, the employer agrees to provide upon retirement, either due to disability or with 25 years of service to the Borough, full medical, prescription, and dental plans to the Chief and his eligible dependents for the term of his retirement until Medicare assumes responsibility. Upon becoming eligible for Medicare, the employer provided insurance shall become the supplemental to the Medicare Policy. The Chief has an affirmative obligation to make a timely application for Medicare benefits within 60 days of eligibility. The employer shall reimburse the Chief for his Medicare Part B premiums, Medicare Part D premiums, and prescription premiums, in the same manner as currently provided to other employer retirees.
- b. The Chief, both active and when retired, will be required to pay the minimum contribution mandated by law for his health benefits.

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

WORKING CONDITIONS. The Employer shall provide and maintain all on-duty firearms and ammunition, pursuant to Departmental rules and regulations.

RULES AND REGULATIONS. The Chief recognizes the need to establish rules and regulations for the proper administration of the Department. Accordingly, the Employer and the Chief

recognize Borough Ordinance XIV as the governing rules of the Department, subject to the then effective Personnel Policies of the Employer unless there is a specific exception provided by this Agreement. Where an issue is not directly addressed by Ordinance XIV, the Personnel Policies of the Employer or this instrument, N.J.S.A. 40A:14-118 (known as the "Police Chief's Bill of Rights) and the New Jersey Department of Personnel Rules and Regulations shall apply.

ARBITRATION. Any dispute between the Chief and the Employer relating in any way to the Chief's employment with the Employer shall be submitted to Arbitration. Within ten (10) days after such written notice of a submission to arbitration, the Employer and the Chief shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from the arbitrator or obtain such a commitment within a specified period. A list of arbitrators may be requested from the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Employer and the Chief and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make a decision that requires the commission of an act prohibited by law and that is violative of the terms of this Agreement. Such decision shall be final and binding. The costs for the services of the arbitrator, including per-diem expenses, if any, and actual necessary travel subsistence expenses, shall be borne equally by the Employer and the Chief. Any other expenses incurred shall be paid by the party incurring same.

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

FULLY-BARGAINED AGREEMENT. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of bargainable issues, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with

respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

LIAISON COMMITTEE. At either the request of the Employer, Municipal Clerk, or the Chief, liaison meetings may be called for the good of the Department. The purpose of the above-mentioned meetings shall be to better promote harmonious Employer/Employee relations between the Chief and members of the Department and the Employer.

EDUCATIONAL BENEFITS.

- a. 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. If the Chief chooses to attend more than one conference per year he does so at his own expense.
- b. 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.

GENERAL PROVISIONS.

(a) Entire Agreement. This Agreement is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior agreements between the parties.

(b) Remedies. Each party may seek any and all remedies for alleged violations of this Agreement as provided by this Agreement.

(c) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

(d) Notices. All notices must be in writing and will be deemed to have been duly given if delivered personally, or by facsimile, certified mail, return receipt requested or by recognized overnight delivery service to the parties at the addresses stated above or by facsimile numbers or other address subsequently provided, in writing, effective upon delivery or mailing, as the case may be.

(e) Waiver or Amendment. No amendment of any provision of this Agreement shall be valid unless made in writing and signed by the parties. Any waiver by a party of any rights hereunder shall not be construed as a continuing waiver or a waiver of any other rights.

(f) Headings. The section headings are intended for reference only and shall not be used to construe the meaning of any provision of this Agreement.

(g) Reasonableness and Severability. The parties acknowledge and agree that the restrictions and other provisions contained in this Agreement are reasonable in scope and content. If any provision of this Agreement is held to be illegal, invalid, or unenforceable ("Invalid"), such provision shall be fully severable and this Agreement shall be construed and enforced as if such provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect. Furthermore, in lieu of such Invalid provision a court of competent jurisdiction may delete, replace or modify an Invalid provision to enable it to enforce such provision to the extent it deems reasonable.

(h) Successors and Assigns. This Agreement shall be non-assignable by and shall be binding upon Employee, his respective successors, heirs and permitted assigns, and shall inure to the benefit of and be enforceable and assignable by Employer.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute but one and the same agreement.

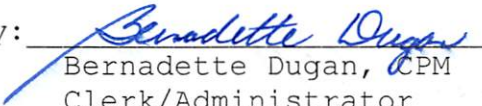
(j) Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are intended to survive and continue shall so survive and continue.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Lakehurst in the State of New Jersey on this 7th day of December, 2017.

By: 
Eric S. Higgins
Chief of Police


Harry Robbins
Mayor

ATTEST:

By: 
Bernadette Dugan, CPM
Clerk/Administrator