

EMPLOYMENT AGREEMENT

This AGREEMENT is made this 19th day of July 2022, by and between THE BOROUGH OF LITTLE SILVER, in the County of Monmouth, State of New Jersey (hereinafter referred to as the "Borough") and PAUL HALPIN (hereinafter referred to as "Halpin" or "Employee") (Borough and Employee are collectively referred to as the "Parties").

WHEREAS the Borough wishes to hire Halpin to serve as Chief of Police and Halpin wishes to serve in that position.

NOW, THEREFORE, in consideration of the promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. (a) TERM. Halpin shall serve as Chief of Police in accordance with Section 4-4 of the Borough Code of the Borough of Little Silver and N.J.S.A. 40A:14-118 et seq. The term of this Agreement shall be from April 1, 2022, to and including December 31, 2026. Notwithstanding the foregoing, the Borough may terminate the Agreement only as provided for by applicable law. Halpin shall provide the Borough with 60 days' notice of his intent to retire or otherwise resign his employment.

(b) SALARY. Upon the effective date of this Agreement, Halpin shall receive the following annual aggregate salary for the position of Chief of Police to be paid in the same manner which the Borough pays all of its employees:

2022 (Pro-rated)	\$162,000.00
2023	\$166,000.00
2024	\$172,000.00
2025	\$176,000.00
2026	\$180,000.00

Halpin shall not be entitled to any other compensation or remuneration of any kind, except as may otherwise be specified in this Agreement.

(c) LONGEVITY. Employee shall not be entitled to longevity payment of any kind.

(d) OVERTIME. Halpin expressly acknowledges that as Chief of Police, he is a bona fide managerial/supervisory/executive/administrative employee and is therefore exempt from overtime payments under the Fair Labor Standards Act and regulations. Notwithstanding the foregoing, the Parties agree that the Chief shall be entitled to compensatory time at 1.5 hours in the event he is required to appear for work outside of his normal working hours due to emergent or other unforeseen circumstances.

(e) MOBILE PHONE. The Borough shall provide the Chief with a mobile telephone for official business use and provide the Chief with \$100.00 per month mobile telephone stipend.

(f) HIGHER EDUCATION. In accordance with his prior compensation, the Chief shall receive an annual education stipend of \$1,000.00.

2. DUTIES. Halpin agrees to perform to the best of his ability the duties of Chief of Police as set forth in the job description for that position and as required by applicable New Jersey Statutes, New Jersey Administrative Code, Rules, Regulations and other Policies, Resolutions or Ordinances produced or adopted by the Borough or as directed from time to time by the Mayor and Governing Body, County Prosecutor or Attorney General. These duties include, but are not limited to: (i) Conduct and manage the day to day operations of the Police Department; (ii) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, officers, and personnel; (iii) Have, exercise, and discharge the functions, powers and duties of the police force; (iv) Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision; (v) Prescribe the duties and assignments of all subordinates and other personnel; and (vi) Report at least monthly to the Borough Police Committee and/or Chair of said Committee, or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month.

(a) Halpin shall hold all certificates required for the position and shall dedicate at least forty (40) hours per week to the duties of Chief of Police.

(b) Halpin shall work forty (40) hours per week, which generally should be Monday through Friday 7 am – 3 pm. In addition to the aforementioned hours per week, Halpin understands that he may be required to attend to the duties of the position, which may occur outside of normal business hours and for which he shall not receive any additional compensation, such as attend committee meetings and meetings of the governing body on request, check officers on night shift or who may be conducting an operation, or attend to any other other duties of the position. Notwithstanding the foregoing, the Parties agree that the Chief shall be entitled to compensatory time at 1.5 hours in the event he is required to appear for work outside of his normal working hours due to emergent or other unforeseen circumstances.

(c) While rendering mutual aid to another community, the Chief of Police, shall be fully covered by workmen's compensation and liability insurance and pension as provided by the Laws of the State of New Jersey.

3. CLOTHING ALLOWANCE. Halpin shall receive an annual clothing allowance of \$1,350.00, which shall not be included in his base salary.

4. EDUCATION. With prior written approval of the Mayor and Council, the Chief of Police shall be permitted to attend at Borough expense, any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigation, Master's Degree program related to the responsibilities of his position, or any other educational program concerning the management or supervision of a law enforcement agency. In no event, shall the Borough be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities. It is expressly understood that for any course

resulting in a failing grade or incomplete course, Employee shall reimburse the Borough all monies paid by the Borough for said course within six (6) months. In the event the Chief obtains a Master's degree, or credits toward a Master's degree and resigns, retires, or is otherwise separated from employment, he shall reimburse the Borough for its expense related to the Master's degree/program according to the following formula: (a) within 12 months, 100% reimbursement; (b) between 12 months and 24 months, 50% reimbursement; and (c) between 24 months and 36 months, 25% reimbursement.

5. PROFESSIONAL ASSOCIATIONS. The Borough also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, New Jersey State Association of Chiefs of Police and any other reasonable professional related dues and fees. The total amount of membership dues and fees shall not exceed \$1,000.00, unless expressly permitted by the Appropriate Authority, Administrator, or Police Committee.

6. VEHICLE ASSIGNMENT. Recognizing that the Chief may be required to respond to any incident at any time within the Borough or to provide mutual aid, a municipally-owned unmarked standard equipped police vehicle shall be assigned to the Employee for use at all times within this state. Use of the vehicle outside of this state is subject to approval of the Mayor and Council.

7. SICK. The Chief shall be entitled to sick leave, as needed, not to exceed six (6) consecutive months, subject to the following conditions:

(a) Sick leave of three (3) or more consecutive days shall require a note from the Chief's health care provider. Once the Chief has used ten (10) aggregate sick days per year, the Chair of the Police Committee may request a note from the Chief's health care provider for subsequent sick days.

(b) Sick leave taken immediately prior to or immediately after a holiday or vacation day must be accompanied by a note from the Chief's health care provider. If no such note is provided, that day shall be taken as a personal day. If no personal time is available, the Chief shall receive the day off without pay.

(c) Sick leave is defined as absence from the Chief's post of duty because of personal disability due to illness or injury. Sick leave may not be used to care for a family member or for any purpose other than the Chief's illness or injury.

(d) Leave pursuant to the Family and Medical Leave Act ("FMLA") shall be taken concurrently with any sick leave, provided that the reason for the sick leave satisfies the definition of "serious health condition," as defined by the FMLA.

(e) This policy does not change or alter in any way the reasonable productivity or performance expectations of the Chief, unless incapacitated.

(f) Notwithstanding the sick leave provided by this Section, the Chief may be subject to disciplinary action for "abuse of sick leave" or "chronic or excessive absenteeism" in accordance with law.

(g) If sick leave abuse is suspected, the Borough may require the Chief to be examined by a doctor of its choosing to verify the need for sick leave.

(h) During any sick leave, the Chief shall be confined to his place of confinement, which location the Chief shall communicate in writing to the Chair of the Police Committee. The Chief may leave his place of confinement to visit a doctor or other health care provider or to visit the pharmacy. The Chief must notify the next ranking officer and/or police desk, which notification shall be documented in CAD/RMS of the need to leave his place of confinement for one of the aforementioned reasons during sick leave. If the Chief fails to provide such notification or does not remain on home confinement during sick leave shall be subject to disciplinary action.

(i) Sick leave is not cumulative and shall have no cash value.

8. VACATION. The Chief shall be entitled to twenty-five (25) vacation days annually, with pay, which shall be pro-rated for any partial year of employment as Chief. Vacation time not used shall be forfeited unless it cannot be used due to unforeseen circumstances outside the control of the Chief of Police related to the position of Chief of Police, wherein said unused vacation time may be used within the first quarter of the following year.

9. PERSONAL DAYS. The Chief of Police shall be entitled to five (5) personal days with pay annually, and shall notify the Mayor and Chair of Police Committee in the event of using a personal day.

10. FAMILY ILLNESS AND BEREAVEMENT LEAVE

(a) Up to seven (7) consecutive scheduled working days shall be granted for leave in case of death, illness or disability in the immediate family of the Chief of Police. Any reasonable proof required by the Police Committee Chairman shall be sufficient to grant time off with pay through the day of the funeral and as necessary as approved travel time. Immediate family shall be defined to consist of spouse, child, stepchild, foster child, mother, father, step-mother, step-father, mother-in-law, or father-in-law.

(b) Up to five (5) consecutive scheduled working days shall be granted for leave in case of death, illness or disability in the extended family of the Chief of Police. Extended family shall be defined to consist of grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, grandparent and step-grandparent.

(c) One (1) day shall be for bereavement leave in the case of death in the additional extended family of the Chief of Police. Additional extended family shall be defined to consist of aunt, uncle, niece, nephew and first cousin.

(d) The Police Committee may approve additional time in its discretion if requested by the Chief.

11. HOLIDAYS. The Chief of Police shall be entitled to the following paid holidays:

New Year's Day	Columbus Day (observed)
Martin Luther King's Birthday (observed)	Veterans Day
Lincoln's Birthday	Election Day
President's Day	Thanksgiving
Good Friday	Christmas Eve (1/2 Day)
Memorial Day	Christmas
Independence Day	New Year's Eve Day (1/2 Day)
Labor Day	

12. HEALTH AND DENTAL BENEFITS. Halpin shall be entitled to health and dental benefits upon the same terms and conditions which the Borough provides benefits to its employees. Notwithstanding, Halpin shall contribute to the cost of health benefits in an amount equal to that required by P.L 2011, c. 78, regardless of any sunset provision contained therein.

13. RETIREE HEALTH BENEFITS

(a) The Chief of Police shall be entitled to health coverage and benefits as provided to the active Borough employees through retirement.

(b) In the event the Chief of Police dies during retirement, his spouse, children and other eligible family members at the time of retirement shall be afforded, at the survivor's expense, the opportunity to be covered by the municipal health and dental insurance until such time as the spouse remarries and/or the children reach an age at which time coverage would normally expire.

(c) In the event the Chief of Police is forced to retire early due to illness or injury and is not otherwise entitled to receipt of health benefits, he shall continue to be covered by the Borough's health and dental insurance under the same terms and conditions had he remained employed. For the purposes of this section, early retirement shall mean receipt of PFRS pension or disability benefits and must begin before start of regular service retirement can be earned.

14. SPECIAL DUTY ASSIGNMENTS

(a) Special duty assignments shall be defined as employment of the Chief of Police by an independent contractor, including private and public entities, for performance of police-related duties.

(b) The Chief of Police, while engaged in special duty assignments shall be deemed on-duty and shall conform to all police department rules, regulations and procedures. All agreements for special duty assignments shall be contracted in writing between the Borough and

the independent contractor. All compensation for special duty assignments shall be paid directly to the Borough and distributed to the Chief of Police through the Borough payroll system.

(c) All special duty assignments shall be distributed by the Chief of Police or his/her designee on a voluntary basis to all officers by seniority or rotation as agreed. The Chief of Police, or his/her designee shall also be responsible to ensure that the assigned officer(s) be properly attired, equipped and performs his/her duties in a competent and professional manner. The Chief of Police may assign a patrol vehicle and other police equipment for use in performing the special duty assignment if he/she determines said use is necessary.

(d) It shall be the further duty of the Chief of Police to provide a properly approved bill to the special duty assignment employer and to the Chief Financial Officer on a monthly basis or more frequently if required within his/her discretion. A properly authorized payroll record must also be provided to the Chief Financial Officer by the Chief of Police. Said billing shall be at the rate, net any and all administrative offset, established in the collective bargaining agreement of PBA Local 359 and Borough Ordinance. No administrative fees will be collected by the Borough when the police officer is assigned to work an event scheduled at Red Bank Regional High School or Little Silver School District. Neither the hourly rate nor the administrative fee may be changed by the PBA or the Borough for the duration of this agreement.

(e) The Chief Financial Officer shall pay the Chief of Police for each special duty assignment at the rate established in the collective bargaining agreement of PBA Local 359 and Borough Ordinance in the next appropriate regular payroll after receipt of invoiced amount by the Borough from the independent contractor (recognizing that all information and monies must be in possession of the Chief Financial Officer no later than 9:00 am Thursday of the week prior to a pay day). Said payment shall be issued in a separate check and shall not be eligible for a pension credit or included in any insurance which utilizes municipal payroll as a basis of assessment. Further, compensation payments shall be subject to all Federal, State and Local taxes as may be applicable and shall be taxed on a first-dollar basis (as if there were no other check issued).

(f) In accordance with applicable law, including, but not limited to 29 U.S.C. § 207(p)(1), any hours worked as special duty assignments under the terms of this Agreement shall not be considered for overtime purposes and shall not interfere with the Chief of Police's regular assignments as required by the Borough.

(g) The Borough shall provide all necessary insurance coverage required by law, including but not limited to workers' compensation, public liability and claims for damages for personal injury including death or damage to property which may arise as a result from performance of the Borough and the Chief of Police while performing a special duty assignment pursuant to the agreement with the independent contractor.

(h) The terms of this Article shall apply only to the Chief of Police while performing special duty assignments both within and beyond the Borough's municipal boundaries.

15. LIFE INSURANCE. The Borough shall provide a life insurance policy for the Chief in the amount of \$25,000 up until age 65.

16. DEATH IN THE LINE OF DUTY. In the event the Chief of Police dies or is killed while on duty for the Borough, his/her spouse, children and other eligible family members shall continue to be covered by the municipal health and dental insurance at the Borough's expense until such time as the spouse remarries and/or the children reach an age at which time coverage would normally expire.

17. MODIFICATION. The agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both Parties.

18. SEVERABILITY. If, during the term of the Agreement, it is found that a specific clause of the Agreement is illegal, the remainder of the Agreement not affected by such a ruling shall remain in force.

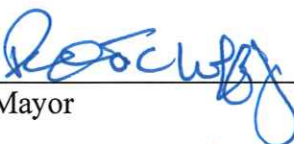
19. CHOICE OF LAW. New Jersey law shall govern the contract, excluding its conflicts of law and choice of law principles.

20. ENTIRE AGREEMENT. The Agreement contains and constitutes the entire understanding and agreement between the Parties hereto respecting the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith. The Agreement cannot be released, discharged, abandoned, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by a duly authorized officer or representative of each of the Parties hereto.

IN WITNESS WHEREOF, the Borough has hereunto caused the instrument to be executed by its proper officers and its seal to be hereunto affixed and Flanagan has hereunto set her hand and seal the day and year as written below.

THE BOROUGH OF LITTLE SILVER

ATTEST:

BY: 
Mayor


Municipal Clerk

Dated: 7/20/22

Dated:

CHIEF OF POLICE


Paul Halpin

Dated: 7/20/2022