

**EMPLOYMENT AGREEMENT BETWEEN
THE TOWNSHIP OF LONG HILL, NJ AND
MICHAEL P. PEOPLES
TO SERVE AS PUBLIC SAFETY DIRECTOR**

EMPLOYMENT AGREEMENT

This Employment Agreement (hereinafter, the "Agreement") is made by and between the Township of Long Hill, Morris County, New Jersey, and Michael P. Peoples, both individually and in his capacity as an employee (Public Safety Director and any other position to which he may have a claim) for the Township of Long Hill, Morris County, New Jersey.

PARTIES

Peoples and Long Hill are collectively referred to herein as the "Parties".

ARTICLE I

MANAGEMENT RIGHTS

The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States.

ARTICLE II

RIGHTS, DUTIES, AUTHORITIES AND RESPONSIBILITIES OF THE PUBLIC

SAFETY DIRECTOR

Pursuant to N.J.S.A. 40A:14-118, the Ordinances of the Township of Long Hill and the regulations and policies established by the Township, the Public Safety Director shall be designated as the "Appropriate Authority" per Township Ordinance. The Appropriate Authority can change with the amendment of the Township Ordinance.

SECTION I:

The Public Safety Director shall:

- (a) Report directly to the Township Administrator, or designee, as to the operations of the Police Department;
- (b) Be the Chief Executive Officer (CEO) of the Police Department;
- (c) Have executive management and administrative control of the Police Department, its personnel, properties, facilities and all other functions;
- (d) Be responsible for the hiring of all employees subject to the Township Committee approval, budget restrictions and provision of law, and be responsible to determine their qualifications and conditions for continued employment, assignment, promotion and transfer;
- (e) Suspend, demote, discharge, or take other disciplinary action against any member of the department for good and just cause according to the department rules and regulations and other applicable laws and terms and conditions of negotiated agreements;
- (f) Have control of the executive management and administrative management of the Police

Department by economical and efficient selection, utilization, deployment and disposition of all equipment and personnel, notwithstanding any other provisions of this Agreement;

- (g) Delegate his authority, but not responsibility, at his discretion;
- (h) Be responsible for the adoption and enforcement of policies, rules, regulations and other practices;
- (i) Determine and prepare the Table of Organization of the Police Department for approval by the Township Committee;
- (j) Be allowed the use of judgment and discretion in connection with the administration and operation of the Police Department, which shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution, the laws, rules and regulations of New Jersey and the United States.

SECTION 2:

Nothing contained in this Article shall be construed to deny or restrict the Township, or the Public Safety Director, of their rights, responsibilities, and authority under N.J.S.A. 40:40A-118, or any other national, state, county or local laws or ordinances as amended from time to time.

ARTICLE III

WORKWEEK

Peoples shall spend sufficient time at his job to ensure the smooth and responsible operation of the Police Department. Peoples shall work forty (40) hours per work and may adjust the days and hours to meet the needs of the agency and the Township.

ARTICLE IV

SALARY

Effective ~~February 20, 2024~~ ^{March 15, 2024} the salary of the Public Safety Director is \$217,500 (proportioned for 2024). Effective January 1, 2025, any cost-of-living increases to the Public Safety Director salary shall be at least the same as all other Departments Heads as stated in the unrepresented ordinance.

ARTICLE V

AUTOMOBILE

1. The Township agrees to supply Peoples with a late model, unmarked automobile with confidential plates to be used in the performance of his position.
2. The automobile shall be equipped with such equipment as is needed to perform the work duties of the Public Safety Director. There shall be no limit on the use of the automobile for work such as attending meetings, training, conferences, and any other traveling needed to carry out the duties of the Public Safety Director. Limited personal use is permitted.
3. The Township shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, and any other necessary repairs.

ARTICLE VI

EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

1. Peoples shall be permitted to attend and be compensated for, at his regular salary, 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, The Morris County Chiefs of Police Association, The New Jersey State Police, Federal Bureau of Investigations, or any other training program of a management or supervisory nature. All expenses, such as travel, room, food, tuition, books, or any other charges connected with the training program shall be borne by the Township. In no event shall the Township be required to pay or reimburse the Public Safety Director for expenses of any class, course, school, or educational program unrelated to police activities.
2. The Township agrees to grant time off, including travel time, and pay all associated and reasonable expenses for Peoples to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference. If Peoples attends a conference at the Township's expense, he shall provide the Township with proof of expenses for attending such conference, by way of receipts or vouchers.
3. The Township also agrees to pay for Peoples's dues for membership in the County Chiefs of Police Association, the International Association of Chiefs of Police, and the FBI National Academy Associates.
4. The Township agrees to grant time off, and pay all expenses incurred by Peoples, for attending any meeting of the above-named associations.

5. Payment, reimbursement, and total cost to the Township under items 1-4 in this Article (as listed above) shall not exceed \$5,000, if using non forfeiture money.

ARTICLE VII

VACATION

1. Peoples shall be entitled to two hundred (200) hours of vacation time annually.
2. Any unused, up to 40 hours, vacation time may be carried over for one (1) subsequent year only, in accordance with State law. Any vacation time not used in that time period shall be forfeited.

ARTICLE VIII

SICK LEAVE

Peoples shall be entitled to ninety-six (96) hours of sick leave per year. Unused sick leave shall accumulate year to year.

ARTICLE IX

PERSONAL DAYS

Peoples shall be entitled to twenty-four (24) hours of personal leave per year. Personal leave shall not accumulate from year to year.

ARTICLE X

HOLIDAY TIME

Peoples shall be granted time off, with pay, for all Township holidays.

ARTICLE XI

WORK-CONNECTED INJURY LEAVE

If Peoples suffers from a job-related injury and/or illness, he may be entitled to medical expenses, lost income, and other compensation under the New Jersey Workers Compensation Act. Any occupational injury or illness must be immediately reported to the Township Administrator. All required medical treatment must be performed by a Workers Compensation Physician appointed by Long Hill Township before payment can be made. Unauthorized medical treatment may not be covered

pursuant to the Act.

ARTICLE XII

BEREAVEMENT LEAVE

Peoples shall be entitled to bereavement leave in accordance with Township Policy.

ARTICLE XIII

DISCIPLINE

1. During the duration of this Agreement, Peoples shall not be reduced in pay, reduced in position, suspended, terminated, or subjected to disciplinary action except for only good and just cause by a vote of 2/3 of the Township Committee and shall have a right to a hearing.
2. If the Township suspends the Public Safety Director for any reason, prior to the hearing, the suspension shall be with pay.
3. The Public Safety Director has a right to be served with disciplinary charges and an opportunity to be heard.
4. The hearing shall be held before a designated hearing officer, mutually agreed upon between the parties. The hearing shall be held not less than 5 days or greater than 30 days of the charges, unless another mutually agreed upon date is scheduled. The hearing officer's expenses shall be paid for by the Township. The decision of the hearing officer shall be issued within 20 days of the hearing unless the Parties mutually agree to extend the time. The decision of the hearing officer is final and binding on the parties. The Parties shall be responsible to pay for their own attorney's fees, if any, and under no circumstances shall either Party be responsible to pay the attorneys' fees of the other regardless of the outcome of the hearing.

ARTICLE XIV

LEGAL DEFENSE

The Township shall provide Peoples with legal defense and indemnity for any criminal charges or other legal action filed or taken against him in the performance of his duties or in the course of his employment in the same manner provided to all other Township employees. If a private attorney is used, they shall not be paid more than the Township Labor Attorney.

ARTICLE XV

TERM OF AGREEMENT - EXPIRATION OF AGREEMENT

This Agreement shall become effective March 15, 2024 shall expire at midnight on March 31, 2029. Upon expiration of this Agreement, the employment of Michael P. Peoples shall automatically cease and permanently terminate unless the Township extends the term of this Agreement by passing a resolution.

If this Agreement expires and is not renewed, or is not renewed after it is extended, and comes to a natural termination, the following shall occur:

1. Peoples shall return all issued property, including, but not limited to, all equipment, automobile, phone, keys, access buttons and identification cards issued by the Township.
2. The Township shall pay Peoples, at his than current salary, for any unused vacation and personal time accrued at the time of departure. Payment shall be made on the date of Peoples's separation or on the next normally scheduled payroll date thereafter or as otherwise mutually agreed upon.
3. If Peoples passes away, prior to separation, all accumulated referred to in this Article shall be paid to his designated beneficiary.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

1. CIVILIAN EXECUTIVE ADMINISTRATIVE ASSISTANT (CONFIDENTIAL AIDE). The Township agrees to employ a civilian executive administrative assistant (as recommended in the November 21, 2023, Assessment Report), who has demonstrated law enforcement experience and accomplishments (retired command level police officer) as a confidential aide to assist the Public Safety Director in carrying out his responsibilities as described in this agreement. Such a candidate will be recommended by the Public Safety Director for approval, and appointment, by the Township Committee.
2. FORCE MAJEURE. Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to,

acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

3. **ENTIRE AGREEMENT.** This Agreement represents the entire Agreement between the parties, and there are no other agreements, whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both parties. This Agreement represents and incorporates the complete and final understanding by the parties on all 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 of the parties at the time they negotiated or signed this Agreement.

4. **SEVERABILITY.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

5. **WAIVER.** Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

6. **CONSTRUCTION.** Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.

7. **HEADINGS.** The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition, or provision hereof.

8. **EXECUTION AND COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.

9. **COVENANT OF FURTHER ASSURANCES.** All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.

10. **REMEDIES CUMULATIVE.** Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

11. **BINDING EFFECT.** This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.

12. **COMPLIANCE WITH LAWS.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.

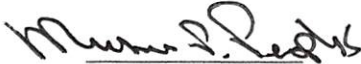
13. **NO THIRD-PARTY BENEFIT.** Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.

14. **APPLICABLE LAW.** This Agreement shall be governed only by and construed, in all respects, solely in accordance with the laws of the State of New Jersey.

15. **JURISDICTION AND VENUE.** Any conflict, claim or dispute between the Township and Peoples affecting, arising out of, or relating to the subject matter of this Agreement shall be filed only in and litigated solely in the Superior Court of Morris County, New Jersey and both parties specifically agree to be bound by the exclusive jurisdiction and venue thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

PUBLIC SAFETY DIRECTOR



Michael P. Peoples

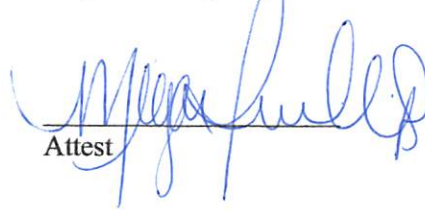


Date: 2-16-2024

TOWNSHIP OF LONG HILL



Guy Piserchia, Mayor



Attest

THE STATE OF NEW JERSEY, COUNTY OF MIDDLESEX, City of New York, ss.

I, the undersigned, Clerk of the County of Middlesex, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of Middlesex.

WITNESSED my hand and the seal of the County of Middlesex, at New York, this 1st day of January, 1901.

NOTED BY THE CLERK OF THE COUNTY OF MIDDLESEX.

[Signature]
Clerk of the County of Middlesex

[Signature]
Clerk of the County of Middlesex



[Signature]