

**EMPLOYMENT AGREEMENT
BETWEEN
THE BOROUGH OF HIGHLANDS
AND
JOSEPH BLEWETT**

THIS AGREEMENT, made and entered into in Highlands Borough, New Jersey this _____ day of December, 2012 between the Borough of Highlands, a municipality, in the County of Monmouth, and State of New Jersey, hereinafter referred to as the "Borough" or "Employer" and Joseph Blewett, hereinafter referred to as the Chief of Police or Chief, hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Chief of Police and supersedes any and all prior agreements, whether verbal or written.

**ARTICLE I
DUTIES**

The Chief's duties shall be in accordance with the responsibilities of the position as set forth in N.J.S.A. 40A:14-118, the Borough Police Ordinance and the Rules and Regulations for the Government of the Police Department and Discipline of its Members in the Borough of Highlands, adopted pursuant to N.J.S.A. 40A:14-118. The Chief of Police shall be afforded all the rights and privileges prescribed by law with reference to his position as set forth in N.J.S.A. 40A:14-118.

Additionally, the Chief acknowledges the following goals as legitimate expectations of the Borough and shall implement and develop policies and practices to accomplish the following goals: (a) implementing and updating standard operating procedures of the police department; (b) implement community policing practices, including, but not limited to a greater police presence on foot or bicycle. The Chief shall periodically report to the Appropriate Authority and the governing body on the progress of implementing these goals.

**ARTICLE II
MANAGEMENT RIGHTS**

The Borough 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 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 III
RESPONSIBILITIES OF THE CHIEF OF POLICE**

Pursuant to state law, the Ordinances of the Borough and the regulations and policies

established by the Borough of Highlands, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- A. Be the head of the Borough Police Department;
- B. Conduct and manage the day-to-day operations of the Police Department;
- C. Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the Police Department, its officers, and personnel;
- D. Have, exercise, and discharge the functions, powers and duties of the Police Department;
- E. Delegate such of his authority, as he may deem necessary for the efficient operation of the Department to be exercised under his direction and supervision;
- F. Prescribe the duties and assignments of all subordinates and other personnel; and
- G. Report at least monthly to the appropriate authority as to the operation of the Police Department during the preceding month.

ARTICLE IV WORK WEEK

The Chief of Police 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 of Police shall work forty (40) hours during the standard work-week. The standard work-week being Sunday through Saturday. The Chief understands that, as Chief of Police, he is exempt from, and therefore not entitled to, overtime pursuant to the provisions of the Fair Labor Standards Act.

ARTICLE V SICK LEAVE

Section 1.

The Chief of Police shall be granted sick leave with pay in the amount of twenty-five (25) days per year. The amount of sick leave not taken shall accumulate from year to year. Sick time will not accrue during an employee's leave of absence due to sickness. Upon separation the Chief shall be entitled to payment for accrued unused sick leave up to a cap of \$25,000.00 and two (2) months' leave with pay.

Such compensation shall be calculated at the daily rate of pay in effect at the time of separation and shall be paid within ninety (90) days of retirement from employment with the Borough unless an alternative payment arrangement is agreed to by the parties.

Section 2.

During protracted periods of illness or disability the Borough may require interim

reports on the condition of the patient-employee at bi-weekly periods from the attending physician and/or physician designated by the Borough. When under medical care, the Chief shall conform to the instructions of the attending physician.

Section 3.

- a. If the Chief of Police is injured or disabled resulting from or arising out of his employment and such injury or disability shall be evidenced by the certificate of a physician designated by the Borough to examine such employee, the Borough may, by ordinance, pursuant to N.J.S.A. 40A:14-137, grant the injured or disabled employee a leave of absence with pay for a period not exceeding one (1) year. The Chief of Police shall not be charged any sick leave time for the time lost due to the aforesaid injury or disability.
- b. The Chief of Police shall reimburse the Borough by remitting the checks he may receive from Worker's Compensation and/or benefits of insurance policies.

Section 4.

Accumulated sick leave may be used by the Chief of Police for illness or injury of a family member who resides in the Chief's own household.

Section 5.

The smallest unit of sick time allowed will be for one-half day or four hours.

ARTICLE VI **BEREAVEMENT LEAVE**

The Chief shall be entitled to four (4) days off in the event of the death of a member of his immediate family. Even though the employee is entitled to take four (4) days off, he has the option of taking one, two, three or four days off.

"Immediate Family" is defined as the spouse, mother, father, child, sister, brother or grandparent of the employee or the mother, father, sister or brother of the employee's spouse.

Said days off shall be taken in connection with the funeral of said deceased person.

ARTICLE VII **OTHER LEAVES OF ABSENCE**

Leaves of absence without pay other than for illness may be requested by the Chief who shall submit in writing all facts bearing on the request to the Borough Administrator. Such leave will be considered on its merits and without establishing a precedent, and shall not exceed three (3) months at one time, unless specific approval is received. The Chief may seek review by the Mayor and Borough Council.

ARTICLE VIII
VACATIONS

Section 1.

The Chief of Police shall be entitled to twenty-five (25) vacation days per annum.

Section 2.

Five (5) days of unused and accumulated vacation leave only may be carried over into the next calendar year. The Chief shall be entitled to payment for up to five (5) additional unused vacation days, annually. The remaining vacation days, if unused, shall be forfeited.

Section 3.

All Vacation leave shall be subject to approval by the Borough Administrator or the Chair of the Police Committee. The Chief's schedule of planned vacation shall be submitted to the Borough Administrator or the Chair of the Police Committee. The Chief shall not take vacation leave unless the Captain or Lieutenant is available to assume control of and responsibility of the police Department. In addition, the Chief shall not schedule his vacation during a period of time when planned events require the presence of the Chief of Police.

At retirement the Chief shall be paid for any unused vacation time earned and unused only during his final year of employment. Vacation time in the Chief's final year of employment shall be prorated based on the Chief's actual date of retirement. Such payment shall be made to the Chief within ninety (90) calendar days after the effective date of his retirement, or such other period of time mutually agreed to between the parties.

ARTICLE IX
HOLIDAY

The Chief shall be entitled to receive the following twelve (12) paid holidays:

New Year's Day	Good Friday	Election Day
Martin Luther King Day	Memorial Day	Veteran's Day
Lincoln's Birthday	Independence Day	Thanksgiving Day
Washington's Birthday	Labor Day	Christmas Day

When any additional holiday or holiday-related time is given off to Borough employees, the Chief shall receive same.

ARTICLE X
PERSONAL DAYS

The Chief of Police shall be entitled to three (3) days personal leave, with prior approval of the Borough Administrator or the Chief of the Police Committee except in emergency situations. The days shall not be cumulative to the following year.

ARTICLE XI
HOSPITAL AND MEDICAL INSURANCE

Section 1.

The Chief of Police will be covered for hospital and medical insurance for himself and his dependents through the same plan in place for P.B.A. Local 48 members. The Chief shall contribute to the cost of benefits in an amount equal to that required by P.L. 2011, c. 78.

Section 2.

The Borough will also continue to provide a dental, prescription and vision plan to the Chief and his dependents. The Chief shall be responsible for any co-pays, deductibles and/or contributions in the same manner and to the same extent as such costs and contributions are paid by P.B.A. Local 48 members.

The employer shall provide life insurance in the amount of \$100,000.00 to the Chief of Police at no cost to the Chief of Police.

ARTICLE XII
UNIFORM ALLOWANCE

1. The Chief shall receive annually a uniform allowance of \$680.00 payable to the Chief on or about March 15 of each year.
2. The Chief of Police shall also be entitled to a uniform maintenance allowance in the amount of \$615.00, which shall be paid in full on or before November 30th of each year.
3. The Borough shall replace any clothing or personal items damaged or destroyed in the line of duty, provided replacement costs are mutually agreed to between the Borough and the Chief of Police.
4. It shall be left to the professional discretion of the Chief of Police as to when he shall wear formal or informal uniform or plain clothes.

ARTICLE XIII
DISCHARGE AND SUSPENSION

The Chief of Police shall not be suspended or discharged without just cause. If suspended or discharged for just cause, the Chief of Police may appeal such action in accordance with the provisions of N.J.S.A. 40A:14-118, et seq. as well as any other applicable law or ordinance.

ARTICLE XIV
SALARY AND WAGES

The Chief of Police's salary shall be as follows:

- | | | |
|----|---------------------------|---------------|
| 1. | Effective January 1, 2013 | 2.0% increase |
| 2. | Effective January 1, 2014 | 2.0% increase |
| 3. | Effective January 1, 2015 | 2.0% increase |
| 4. | Effective January 1, 2016 | 2.0% increase |

In addition, the Chief of Police shall receive longevity pay in the amount of \$5,000.00 which amount shall be added to his total compensation for pension purposes.

ARTICLE XV
EDUCATIONAL PROGRAMS
LAW ENFORCEMENT CONFERENCES

Section 1.

With prior approval in advance by the Mayor and Council, the Chief of Police 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, New Jersey State Police, Federal Bureau of Investigations, or any other educational program of a management or supervisory nature. All expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Borough. Expenses when known in advance shall be submitted to the Borough Administrator. 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. The total cost of expenditures for training, schools or seminars shall not exceed \$1,800.00 annually.

This provision shall not affect the Chief's responsibility to attend all mandated state training. Expenses relating to said training shall be reimbursed.

Section 2.

The Borough also agrees to continue to pay for the Chief's dues for membership in the Monmouth County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, and the International Association of Chiefs of Police.

Section 3.

The Borough agrees to grant time off to the Chief of Police in attending any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey. In the event any such meeting occurs outside of the State of New Jersey, the Chief of Police shall, prior to

attending such meetings, advise the Borough Administrator as to where the meeting may be and the expected amount of time that he will be out of State.

Section 4.

For the duration of this contract the Chief of Police shall enjoy reimbursement of tuition fees for college courses incurred with the following limitations:

- a) No more than five (5) credits per semester at a cost not to exceed \$150.00 per credit card.
- b) Courses shall be toward a police related degree and shall be approved by the Borough Administrator prior to registration.
- c) Reimbursement shall be made to the employee within 45 days after successful completion of the approved course and submission of proof of same to the Borough Administrator.

ARTICLE XVI **VEHICLE USE**

The Chief of Police shall have unrestricted use of an unmarked police department vehicle on a twenty-four (24) hour basis, the cost of which is to be borne by the Borough of Highlands. Such vehicle shall be used for official police business and for attendance at approved meetings, seminars, conferences, etc.

ARTICLE XVII **SAVINGS CLAUSE**

Section 1.

It is understood and agreed that if any provision of this Agreement or the application of this Agreement shall be held invalid, the remainder of this Agreement or the application shall not be affected thereby.

Section 2.

If any provisions are so invalid, the Borough of Highlands and the Chief of Police shall meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XVIII **DURATION**

Section 1.

This Agreement shall be in effect as of January 1, 2013 up to and including December 31, 2016.

Section 2.

In the event that no new agreement is reached prior to the termination date of this Agreement, then this Agreement shall remain in full force and effect until a new agreement is agreed upon.

ARTICLE XIX
COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire agreement between the parties and settlement for the term of this Agreement of all matters which were, or might have been raised in discussions leading to the signing of this Agreement.

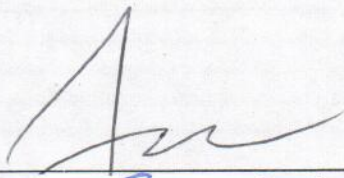
All employment conditions and policies not covered by this agreement shall continue to be governed, controlled and interpreted by reference to the Borough Charter, Ordinances, or Rules and Regulations of the Highlands Police Department.

For the Borough



Joseph Blewett

Date:



Frank Noian
Mayor
Date: Dec 5, 2012