

EMPLOYMENT AGREEMENT BETWEEN THE BOROUGH OF
NORTH ARLINGTON AND NORTH ARLINGTON
CHIEF OF POLICE JOHN HEARN

THIS AGREEMENT ("Agreement") made and entered into this ____ day of September, 2015, between the Borough of North Arlington, New Jersey, hereinafter referred to as "Borough", and North Arlington Chief of Police John Hearn, hereinafter referred to as "Chief".

WITNESSETH

WHEREAS, the Chief and the Borough recognize that it will be beneficial to both parties if all benefits and conditions of employment mutually agreed to by the parties are memorialized in the form of this contract; and,

WHEREAS, the parties desire hereby to record these benefits and conditions of employment into a contract that deals with the financial rights and all other rights, remedies, privileges and obligations which arise out of the service of the Chief to the Borough; and,

NOW THEREFORE, in consideration of the promises and the covenants contained herein, the Borough and the Chief hereto further agree as follows:

ARTICLE I – MANAGEMENT OF 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 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 laws of New Jersey and of the United States.

ARTICLE II – RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established, the responsibilities of the appointed Chief shall include all responsibilities as required by statute and include the responsibility to:

- a) Conduct and manage the day to day operations of the Police Department (the "Department");

- b) Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;
- c) Have, exercise, and discharge the functions, powers and duties of the police force;
- d) 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;
- e) Prescribe the duties and assignments of all subordinates and other personnel; and
- f) Report monthly by such forms as the Borough shall require, as to the operation of the police force during the preceding month.

ARTICLE III – WORKWEEK/OVERTIME

1. The Chief shall spend sufficient time at his job to ensure the smooth and responsible operation of the Department over which he has supervisory control. The Chief shall work at least thirty seven and one half hours per week Monday through Friday and schedule his hours as he sees fit to ensure the smooth operation of the Department.
2. The Chief shall not receive any overtime pay or compensation.

ARTICLE IV – SICK LEAVE

1. The Chief shall receive fifteen (15) days of sick leave per calendar year.
2. Sick leave is hereby defined to mean an absence from the post of duty by the Chief, while in good standing, due to illness, accident injury, disability, or the necessity to attend to and care for a seriously ill member of his immediate family.
3. In the event the Chief requires sick leave due to any of the above-stated reasons, he may request and shall be granted a leave of absence, with full pay, to the limit of his accrued sick time, as herein provided.

- 3a. In the event Chief is out for five consecutive days, he must provide a doctor's note confirming the illness.
4. If the Chief is absent from work, on sick leave, and is unable to report for duty for thirty (30) or more consecutive working days, the Borough may require a physician of its choice to provide a medical statement concerning the need for sick leave. In such instance, the Chief agrees to submit to such medical examination as may be requested by the Borough. In the alternative, the Borough may require the Chief to submit acceptable medical evidence substantiating the need for sick leave.
5. If the Chief is absent from work for reasons that entitle him to sick leave, the Department and Borough Administrator shall be notified as early as possible, but no later than two (2) hours prior to the start of the scheduled work shift from which he is absent, except in the case of an emergency.
6. The term "immediate family" for the purpose of this Article shall include the following: (a) spouse; (b) parent; (c) step-parent; (d) child; and (e) foster child.
7. Sick leave shall accrue for the Chief at the rate as stated in the then current Agreement between the Borough and Policeman's Benevolent Associate of North Arlington Local No. 95 (the "PBA").

ARTICLE V – VACATION

1. The Chief shall be entitled to annual vacation time to be granted pursuant to the schedule set forth in the agreement between the Borough and the PBA.
2. The Chief shall be entitled to schedule his vacation time, provided that the Chief shall not take vacation leave, outside the State of New Jersey, unless he shall first designate an Acting Chief from the membership of the Department to assume control of, and responsibility for, the operation of the Department. In addition, the Chief shall not

schedule his vacation time during any time period where planned events shall require the presence of the Chief.

The Chief shall be required to report to the Appropriate Authority the dates which the Chief has selected for his vacation. Such information shall be provided to the Appropriate Authority, in writing, at least two (2) weeks in advance of the beginning of the vacation period. If the vacation period selected by the Chief conflicts with a planned activity that requires the presence of the Chief, the Appropriate Authority shall have the right to require the Chief to select a different vacation period.

3. Upon the Chief's retirement or separation from service, either voluntarily or involuntarily, the Chief shall be paid in cash for any and all unused vacation time. The payment for all unused vacation time shall be calculated as straight time at the Chief's daily rate of pay earned upon retirement. However, any unused vacation time will not be compensated for if the Chief terminates his employment with the Borough without giving thirty (30) days prior written notice to the Appropriate Authority.
4. In the event that the Chief dies before taking his earned vacation in any calendar year, his estate or his widow, to the extent permitted by law, shall receive any vacation and other accrued benefits such as compensatory time leave, clothing allowance, etc. If the full amount is not due the amount to be paid shall be prorated.

ARTICLE VI – INJURY LEAVE

1. In the event the Chief becomes disabled by reason of work-related injury or work-related illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this Agreement, the Chief shall be entitled to full pay for a period of up to 365 days (one year). If the Chief exercises this right, he shall surrender to and deliver any workman's compensation salary payments to Borough in order to receive his entire salary payment.

2. When injured while working, whether slight or severe, the Chief must make an immediate report to the Borough Administrator and Bergen Risk, if practicable, prior to the end of the shift. Failure to report any injury may result in the failure of the Chief to receive compensation under this Article.

3. The Chief shall be required to present evidence, by way of a certificate or report of a physician designated by Borough, demonstrating that he is unable to work, and the Borough may reasonably require the Chief to present such a certificate or report from time to time.

4. In the event the Borough's physician certifies the Chief is fit to return to active duty, injury leave benefits granted under this Article shall be terminated. However, if the Chief disputes the determination of the Borough physician, then the Borough and the Chief shall mutually agree upon a third physician, who shall then examine the Chief. The cost of the third physician shall be borne equally by the Borough and the Chief. The determination of the third physician as to the Chief's fitness to return to active duty shall be final and binding upon the parties. In the event that this physician also certifies the Chief fit to return to active duty, any injury leave benefits granted under this Article shall be terminated.

5. In the event the Chief is granted any injury leave, the Borough's sole obligation shall be to pay the Chief the difference between his regular pay and any compensation, disability, or other payments received from other sources.

ARTICLE VII – FUNERAL LEAVE

1. In the event of death in the Chief's immediate family (herein defined as either a spouse, parent, step-parent, grandparent, sibling, child, foster child, step-child, grandchild, parent-in-law, daughter-in-law or son-in-law), the Chief shall be granted time off, without loss of pay, pursuant to the Agreement between the Borough and the PBA.

ARTICLE VIII – HOLIDAY TIME

1. The Chief shall be entitled to paid holidays per calendar year, during the term of this agreement at the rate and terms as stated in the Agreement between the Borough and PBA.
2. Holiday pay shall be rolled into base salary for payroll and pension purposes.
3. In the event the Chief elects to not work on a holiday, such time off shall be deemed a vacation or personal day, and be recorded as such.

ARTICLE IX – PERSONAL DAYS

1. The Chief may utilize four (4) days per year for leave for personal, business, household, or family matters as described below. Such leave shall not accumulate from year to year.
2. “Business” means an activity that requires the presence of the Chief during the workday and is of such a nature that it cannot be attended to at a time outside of the workday.
3. “Personal,” “household” and “family” refer to matters when the Chief’s absence from duty is necessary for the welfare of the Chief or his family.
4. An application for requesting a personal day should be submitted in writing to the Appropriate Authority and should state the reasons for the request. The request for a personal day must be submitted at least two (2) days in advance, except where exigent circumstances prevent the giving of such notice.

ARTICLE X – MEDICAL AND HOSPITALIZATION INSURANCE

1. The BOROUGH shall continue to provide the present medical, dental, vision care and hospitalization coverage for the Chief and his family (herein defined as his spouse or dependant) at such levels as may be provided to the PBA.

2. The Borough shall have the right to change such insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided.
3. The Chief shall make such contributions towards his medical, dental, vision care and hospitalization coverage as may be required by Chapter 78 or any other applicable law.

ARTICLE XI – SALARY

1. Effective from the date of his appointment as Chief, and through December 31, 2016 the Chief shall be paid at the annual salary of \$181,000. Effective January 1, 2017 said salary shall increase to \$183,263.
2. “Base pay” shall be defined as annual salary plus holiday pay.

ARTICLE XII – LIFE INSURANCE

1. The BOROUGH shall continue to provide, at its sole cost and expense, and without cost to the Chief, a life insurance policy insuring the Chief’s life, in the face amount of Twenty Thousand (\$20,000.00) Dollars. The Chief of Police shall have the sole right to name the beneficiary.

ARTICLE XIII – LEGAL AID

1. The Borough shall supply the Chief with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties and in accordance with the laws of the State of New Jersey and of the United States.
2. The selection of an attorney may be made by the Chief, subject to the approval of the Borough, and such approval shall not be unreasonably withheld by the Borough. The Borough shall similarly be responsible for indemnification and counsel in connection

with all claims, including compensatory and punitive damages, for actions filed subsequent to the expiration of this Agreement.

ARTICLE XIV – CLOTHING ALLOWANCE

1. The Chief shall receive an annual clothing allowance in the amount of \$950, payable to the Chief no later than the first pay period of June of each year and applicable to that calendar year, i.e. January-December.
2. The Borough shall replace any clothing or personal items damaged or destroyed in the line of duty, or reimburse the Chief for the cost of replacing such items, provided reasonable replacement costs are mutually agreed to between the Borough and the Chief.
3. It shall be left to the professional discretion of the Chief as to when he should wear a police uniform or plain clothes.

ARTICLE XV – PERSONAL VEHICLE

1. The Borough agrees to supply the Chief with an unmarked vehicle. The vehicle shall be assigned from the fleet and shall be equipped with such equipment as is needed for police work.
2. The vehicle may not be taken out of state without the prior documented approval of the Borough Administrator.
3. The Borough 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.
4. The automobile shall not be used by anyone other than the Chief, except that the Chief may designate other members of the Department, as appropriate, to use the vehicle for a designed police purpose.

5. The Chief shall be issued an IRS form 1099 by the Borough for such miles as he travels to and from his residence to work each day.

ARTICLE XVI – LONGEVITY

The Chief shall not be entitled to any longevity.

ARTICLE XVII – RETIREMENT BENEFITS

1. The Chief shall not be entitled to any terminal leave benefits upon retirement.
2. Notwithstanding the foregoing provision, the Chief, upon retirement, shall be entitled to be compensated for up to 180 accrued unused sick days to be calculated at his base salary rate as of his retirement date.
3. Upon retirement, the Chief shall be entitled to receive, at no cost to him, insurance coverage, for himself, his spouse and his dependents, at such levels as are being provided, in the current contract (at the time of his retirement) between the Borough and the PBA. Upon the Chief's death, his spouse and dependents will continue to receive such coverage, upon the same terms as if the Chief were still living, so long as his spouse does not remarry.

ARTICLE XVIII – MISCELLANEOUS PROVISIONS

1. To the extent that the Borough enters into an employment and/or collective bargaining agreement with any police or superior officer during the life of this Agreement which provides for a greater benefit than set forth herein (e.g. greater health benefits, higher clothing allowance, etc.), this Agreement shall be automatically amended to provide for such greater benefits.

ARTICLE XIX – SEPARABILITY AND SAVINGS

If any provision of this Agreement, or any application of this Agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX – CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to either the Borough Charter, Ordinances, or Rules and Regulations of the Department for the Borough, and any present or past benefits which the Chief customarily enjoys, but that have not been specifically included in this Agreement, shall be continued.

ARTICLE XXI – EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

1. 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, tuition, books, or any other charges connected with the educational program shall be borne by the Borough. 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.
2. The Borough agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief of Police to attend the annual New Jersey State Association of Chiefs of Police Conference and the annual International Association of Chiefs of Police Conference.

3. The Borough also agrees to pay for the Chief of Police's dues for membership in the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, and any other Police Organization. The total amount of membership dues shall not exceed One Thousand Five Hundred Dollars (\$1,500), unless expressly permitted by the Borough Committee.

4. The Borough agrees to grant time off and pay all expenses incurred by the Chief of Police attending any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey or within a fifty (50) mile radius of the Borough. In the event any such meeting occurs outside of such locations, the Chief of Police shall first obtain permission to attend such meeting from the Administrator. The total amount to attend any such meeting shall not exceed three days (3), unless expressly permitted by the Borough Committee.

ARTICLE XXII – TERM AND RENEWAL

This Agreement shall be in full force and effect as of October 9th, 2015 and shall continue in full force and effect to, and including, December 31, 2017. This agreement will remain in full force and effect until such time as it is renegotiated by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals of caused this Agreement to be signed by their authorized officers or representatives on the date(s) set forth below.

Witnessed / Attested by:

Kathleen Moore
Kathleen Moore, Clerk

Borough of North Arlington

By: Joseph Bianchi
Joseph Bianchi, Mayor

John P. Hearn
John Hearn, Chief of Police