

EMPLOYMENT AGREEMENT

BY AND BETWEEN THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF BARNEGAT, COUNTY OF OCEAN, STATE OF NEW JERSEY AND RICHARD DUGAN FOR THE POSITION OF POLICE CHIEF FOR THE TOWNSHIP OF BARNEGAT

WHEREAS, Richard Dugan has had an exemplary career as a Police Officer with the Township of Barnegat; and

WHEREAS, Richard Dugan has risen to and been promoted to the position of Captain and Acting Chief of the Police Department of the Township; and

WHEREAS, there is currently a vacancy in the position of Chief of Police of the Township of Barnegat; and

WHEREAS, the Township believes it appropriate and necessary that the Acting Police Chief, Richard Dugan be appointed as Police Chief; and

WHEREAS, the parties have agreed to the following understanding concerning this proposed appointment.

NOW, THEREFORE, BE IT AGREED on this 7th day of March 2017 by the Township Committee of the Township of Barnegat and Chief Richard Dugan as follows:

1. The Township hereby appoints Richard Dugan as Police Chief with the Township of Barnegat effective February 1, 2017.
2. The appointment of the Police Chief shall expire on January 31, 2018.
3. Richard Dugan, although entitled to a retroactive salary increase to July 25, 2016 when he assumed the responsibilities of the Police Chief in the absence of Chief Drexler, agrees to waive any right to retroactive salaries due to him.
4. Instead, the annual salary of \$166,494.96 will begin effective with the adoption of the appropriate Resolution and execution of this Agreement. While in the position of Acting Chief or Chief, Richard Dugan's salary will be calculated in accordance with Articles IV, V, VII and XII of the Superior Officer's Association contract using the base salary as listed in Paragraph 4 of this Agreement.
5. The Township and Chief Dugan agree that this Employment Agreement will end no later than January 31, 2018. The Employment Agreement cannot be renewed without mutual written agreement between the parties.

6. In addition, the parties agree that the Employment Contract for the Captain, at the time of the expiration of his employment as Chief of Police on January 31, 2018 shall include the following:

- A. A maximum payment of \$20,000.00 in sick time,
- B. 2017 vacation allotment
- C. Balance of Comp Time
- D. As per contract, one day's pay for every year of service
- E. Total severance package A through D to be paid in five (5) annual installments beginning 3/1/2018

7. While employed as the Chief of Police, the Captain understands that he will no longer be a member in the Superior Officers Association of the Township Police Department Bargaining Unit.

8. The aforementioned salary shall continue on an annual basis through January 31, 2018.

9. The Chief shall receive 15.5 paid holidays per year. Payment for these holidays shall be made by the Township to the Chief at straight time.

10. The Chief shall receive the following holidays as Chief:

New Years Day, Martin Luther King Jr., Day, Lincoln's Birthday, Presidents Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving, Day after Thanksgiving, Christmas Eve (one half day), Christmas Day.

11. The Chief shall have holiday pay included in his base salary.

12. The Chief shall work a 37.5 hour work week. The Chief may adjust his work schedule in order to accommodate evening meetings, major crime incidents or other special events which require his attendance. However, the Chief must work as Chief of Police at least 37.5 hours per week.

13. TOWNSHIP EQUIPMENT

Section 1. The Township agrees to furnish a Township owned vehicle to Richard Dugan as Chief of Police to be utilized as the Chief's vehicle in accordance with the Township Rules and Regulations regarding the use of Township vehicles. The vehicle shall be used for

Township business in addition to commuting from the Chief's residence to the Township Municipal Building. In addition, the Chief of Police shall be permitted to utilize the Township vehicle for approved educational, training, conference and other professionally related sanctioned events or activities. The Township issued vehicle shall be unmarked with confidential license plates.

Section 2. The Township shall be obligated to provide a cellular phone to the Chief of Police for use for Township business and the Township will be responsible for all costs associated with the use of cellular phone.

Section 3. The Township shall be obligated to furnish a laptop computer to the Chief of Police for use for Township business. The laptop computer shall be capable of performing standard office and business program functions along with accessing the Township email and financial system from a remote location.

14. LEAVE TIME

The Chief of Police shall be entitled to the following annual paid leave time:

- A. Paid Vacation:
Thirty (30) days.
- B. Paid Personal Days:
Seven (7) days per year for the duration of the Contract, which are not cumulative and are abandoned after December 31st of each year if not used.
- C. Paid Sick Leave:
Fifteen (15) days per year for the duration of the Contract
- D. Paid Holidays:
Fifteen and one-half (15.5) days per calendar year.

15. BEREAVEMENT TIME. The Chief of Police shall receive the following bereavement leave in accordance with the following schedule:

Up to eight (8) days shall be granted for the death of a spouse or children.

Up to five (5) days shall be granted for the death of a member of the Chief's family, which shall include brothers, sisters, spouse's parents, brother-in-law and sister-in-law and grandparents of the Chief of Police, or his spouse.

Up to one (1) day shall be granted for the death of any other family member not described above.

Bereavement leave shall not be cumulative or be carried forward into future years.

16. HEALTH BENEFITS. The Chief of Police shall receive a full insurance benefit package identical as given to members of the Superior Officers Association.

The Chief of Police shall pay a monthly health care contribution consistent with what the members of the Barnegat Township Superior Officers Association agree to in their respective labor agreement, which will be paid through appropriate payroll deductions.

17. COMPENSATORY TIME AND OVERTIME:

The Chief of Police shall **NOT** be entitled to Compensatory Time (Comp Time).

The Chief of Police shall **NOT** be entitled to Overtime.

18. CLOTHING ALLOWANCE:

- A. The Chief of Police shall receive \$1,600.00 effective January 1, 2017.
- B. Clothing allowance payment shall **NOT** be included in the daily rate of pay calculation nor should it be included in the Chief of Police's pension calculation.
- C. Clothing allowance shall be paid the first full payroll in January.
- D. The Township will replace any clothing damaged in the course of performing duties and responsibilities. This includes Township issued clothing (uniforms) or private clothing worn while performing assigned duties and responsibilities.

19. LEGAL ASSISTANCE:

A. The Township shall provide any pay for all necessary but reasonable attorney's fees for the defense of any lawsuit, including both criminal and civil, brought against the Chief of Police, as a result of his employment with the Township. This is contingent on the fact that the Chief of Police is found by the Court system to have acted in a reasonable and proper manner or in the case of a criminal proceeding, to be found not guilty of the charges.

B. However, this provision DOES NOT apply to any disciplinary action brought by the Township against the Chief of Police.

20. DEATH BENEFITS:

A. The Township shall pay to the Chief of Police's beneficiary all benefits accrued by the Chief of Police up to the date of death, including accumulated leave time and severance pay at the Chief of Police's current rate of pay on his last day of work.

B. The death of the Chief of Police while in office shall be considered termination on the legal date of death and the Chief of Police shall be entitled to all described benefits as if he retired honorably from service.

21. PENSION

The Township shall continue to make contributions as provided to insure pension and retirements benefits to the Chief of Police as covered by this Agreement.

22. DISCIPLINE

A. Discipline may, but is not limited to including the following disciplinary actions:

- Oral reprimand;
- Written reprimand;
- Suspension (minor) of five (5) days or less
- Suspension (major) of Six (6) days or more
- Demotion and/or salary reduction
- Discharge

B. The Chief of Police shall not be disciplined without just cause.

C. When the Township imposes discipline, written notice of such discipline shall be given to the Chief of Police.

23. MANAGEMENT RIGHTS

Nothing in this Agreement shall be construed to abrogate or interfere with the duties rights and obligations of the Township as imposed by the laws of the State of New Jersey. Guidance, direction and management of the Barnegat Township Police Department shall, pursuant to law, be vested I the Governing Body of the Township of Barnegat.

24. OTHER BENEFITS

The Chief of Police shall be entitled to all other benefits available to members of the Barnegat Township Superior Officers Association, which have not otherwise been enumerated or described herein.

25. MISCELLANEOUS PROVISIONS:

A. The above items set forth the terms and conditions of employment for Richard Dugan, Chief of Police for the Township of Barnegat.

- B. Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any Court of Law, for any reason, such determination shall not render void, invalid or unenforceable any other section or any part of any section of this Agreement.

This Agreement constitutes the entire collective negotiating Agreement between the parties and contains all benefits to which the Chief of Police covered by the Agreement is entitled to for the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals the day and year first written above.

ATTEST:

TOWNSHIP OF BARNEGAT

Michele Rivers, RMC, Township Clerk

ALBERT BILLE, Mayor

WITNESS:

Michele Rivers, RMC, Township Clerk

RICHARD DUGAN, Chief of Police