

BOROUGH OF BRADLEY BEACH, MONMOUTH COUNTY

RESOLUTION 2019-

**RESOLUTION AUTHORIZING THE AWARD OF AN
EMPLOYMENT AGREEMENT FOR CHIEF OF POLICE**

WHEREAS, Chief Guida has provided exemplary service as the Borough's Chief of Police through the term of his contract which is slated to expire on December 31, 2019; and

WHEREAS, Chief Guida has agreed to continue in the employ of the Borough for an additional three (3) year term; and

WHEREAS, the Mayor and Council believe extending his contract under the provisions contained in the attached Employment Agreement is in the best interest of the Borough;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Bradley Beach, County of Monmouth, and State of New Jersey that the Mayor and Borough Clerk are authorized and directed to execute a three (3) year contract effective January 1, 2020 through December 31, 202~~3~~², in the form attached as Exhibit A.

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Introduced by Mayor Engelstad.

Seconded by Councilman _____ and adopted on roll call by the following vote:

AYES NAYS ABSTAIN ABSENT

Mr. Weber
Mr. Goldfarb
Mr. Bonnell
Mr. Cotler
Mayor Engelstad

CERTIFICATION

I, Erica Kostyz, Deputy, Municipal Clerk, Borough of Bradley Beach, Monmouth County, New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Mayor and Council at the _____ meeting.

Erica Kostyz
Deputy Municipal Clerk

EMPLOYMENT AGREEMENT

BETWEEN THE BOROUGH OF BRADLEY BEACH AND
LEONARD A. GUIDA
TO SERVE AS CHIEF
OF POLICE

ARTICLE I

RECOGNITION

THIS AGREEMENT, entered into on this _____ day of _____, 2019, by and between the Borough of Bradley Beach, in the County of Monmouth and State of New Jersey, (hereinafter referred to as the "Borough"), and Leonard A. Guida, (hereinafter referred to as the "Chief of Police") hereby establishing 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 Chief of Police.

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 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 conformity 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 appropriate authority, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a) Supervise, conduct and manage the day to day operations of the Police 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, its officers and personnel;

- 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 at least monthly at the regular meeting(s) of the Borough Council.

ARTICLE IV

WORKWEEK

1. 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:

- a) Not to exceed forty (40) hours a week without compensation equal to the overtime provision in the Police Union Contract.

ARTICLE V

SICK LEAVE

1. Sick leave is hereby defined to mean an absence from the post of duty by the Chief of Police, while in good standing, due to illness, accident, Injury, disability, exposure to contagious disease or the necessity to attend to and care for a seriously ill member of his immediate family.

2. In the event the Chief of Police requires leave due to any of the above-stated reasons, not caused by other employment or business ventures, he may request and shall be granted a leave of absence, with full pay, as herein provided.

3. If the Chief of Police is absent from work on sick leave and is unable to report for duty for five 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 the alternative, the Borough may require the Chief of Police to submit acceptable medical evidence substantiating the need for sick leave.

4. The term immediate family for the purpose of this Article shall include family members as defined in the New Jersey Family Leave Act including, but not limited to, the following:

- a) Spouse; b) Parent; c) Step-parent; d) Child; e) Foster Child; f) domestic partner; g) any other relative residing in the Chief of Police's household.

5. Sick leave shall accrue for the Chief of Police at the rate of fourteen working days in every calendar year of employment, and shall accumulate from year to year. For purposes of payout of accrued sick leave upon separation, the number of days earned as of December 31, 2013 shall be capped, and be paid at the rate of pay of the Chief of Police at the time of separation. Thereafter, the Chief of Police shall be paid for half of the remaining sick days accrued in each calendar year. (Example: 14 days earned in one calendar year. 4 were used. Chief of Police paid for 5 days).

6. In the event the Chief of Police has taken less than two sick days leave in any calendar year, he shall receive additional vacation days in the ensuing year in accordance with the following schedule:

Zero sick days taken.....Two additional vacations days

One sick day taken.....One additional vacation day

The Chief of Police shall receive three extra vacation days for the second year and three extra vacation days for each consecutive, continuous year thereafter if no sick leave is taken.

7. The Chief of Police upon retiring for length of service, in lieu of accepting a cash separation payment for accumulated sick leave, as provided above, shall have the option, if such option is exercised in writing, to receive terminal leave time equal to the Chiefs total accumulated sick leave, being the total time of accumulated sick leave at the pay scale of the Chief at the time of retirement.

8. The Chief of Police, at his option, may be paid for any portion of his accumulated sick leave bank upon request when exercised in writing.

ARTICLE VI

INJURY LEAVE

1. In the event the Chief of Police becomes disabled by reason of work-related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this Agreement, the Chief of Police shall be entitled to full pay for a period not to exceed one hundred eighty (180) days, less any compensation, disability or other payments received from other sources.

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

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

ARTICLE VII

BEREAVEMENT LEAVE

1. In the event of death in the Chief of Police's immediate family as defined in Article V or any other relative residing in the Chief of Police's home, the Chief of Police shall be granted time off, without loss of pay, commencing no later than the day of the funeral, but in no event to exceed five consecutive calendar days.

ARTICLE VIII

VACATIONS

1. The Chief of Police shall be entitled to five (5) weeks of vacation time annually with each week consisting of five (5) working days.

2. The Chief of Police shall be entitled to schedule his vacation time, provided that the Chief of Police shall not take vacation leave unless a suitable subordinate officer is available to assume control. This subordinate will be selected at the discretion of the Chief of Police.

3. Vacation time shall be computed from the original day of employment. One (1) year of vacation time will be allowed to be carried over into the subsequent year for a carry-over of twenty-seven (27) days resulting in a maximum of fifty-four (54) vacation days in any one (1) year.

ARTICLE IX

INSURANCE, HEALTH, WELFARE AND EYE EXAMINATIONS

1. The Borough shall maintain medical insurance coverage for the benefit of the Chief of Police and his family (herein defined as a spouse or dependent) at levels of not less than those presently in effect. The Borough shall have the right to change insurance coverage as long as it is equal to or better than the benefits currently provided. At no time shall the Chief of Police receive less medical coverage than that which is received by any other member of the Police Department.

2. Upon retirement, and after twenty-five (25) years of service with the Police Department, the Chief of Police shall be entitled to receive, at no cost to him, insurance coverage at levels not less than those presently in effect along with a drug prescription plan, as though the Chief of Police were still employed by the Borough. Upon his death, his spouse will receive insurance coverage as if the Chief of Police were still living, so long as she does not remarry. This will also be provided at no cost to the Chief of Police or his spouse.

3. The Borough shall supply the Chief of Police with necessary legal advice and counsel in defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney shall be made by the Chief of Police, unless the Borough's insurance carrier selects counsel. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, including compensatory damages, for actions filed subsequent to the expiration of this Agreement.

4. The Borough shall provide reasonable Dental and Optical coverage for the Chief of Police and his dependents. This coverage shall be comparable to existing coverage currently provided by the collective bargaining agreement between the Borough and PBA Local Fifty (50).

ARTICLE X

CLOTHING ALLOWANCE

1. The Chief of Police and the Borough agree that there shall be a clothing allowance provided to the Chief of Police in the amount of Twelve Hundred (\$1,200.00) Dollars payable to the Chief of Police on April 15th of each calendar year.

2. The Chief of Police shall also be entitled to a total allowance for the cleaning and maintenance of his clothing and uniforms in the sum of Five Hundred (\$500.00) Dollars yearly. This allowance shall be paid in **full** on April 15th of each calendar year. This allowance is not for the purchase or replacement of uniforms or clothing, but is to offset the cost of cleaning and maintaining these items.

3. The Borough shall replace any clothing or personal items damaged or destroyed in the line of duty, or reimburse the Chief of Police for the cost of replacing such items, provided reasonable replacement costs are mutually agreed upon 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 should wear formal or informal uniform or plain clothes.

ARTICLE XI

PERSONAL CAR

1. The Borough agrees to supply the Chief of Police with an unmarked automobile to be used for police work and for his personal use. The make and model of the automobile shall be determined by the Borough. However, it shall not be a pre-owned vehicle. The vehicle shall be a full-sized, four-door car and shall be equipped with such equipment as is needed for police work.

2. The Chief of Police shall be permitted to use the car for his personal use. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, school outings, trips, conferences, and any other traveling needed to carry out the duties of the Chief of Police.

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, except when the vehicle is driven for personal use, the Chief shall be responsible for the cost of gasoline.

4. The automobile shall not be driven by anyone other than the Chief of Police, except that the Chief of Police may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

ARTICLE XII

SALARY

1. The Annual Base Salary for the Chief of Police shall be as follows:

Effective January 1, 2020	\$149,490.18
Effective January 1, 2021	\$152,479.98
Effective January 1, 2022	\$155,529.58

ARTICLE XIII

LONGEVITY

1. The Chief of Police shall be paid, in addition to and together with his Annual Base Salary, additional compensation based upon his length of service. This compensation shall be 12% of the Annual Base Salary.

ARTICLE XIV

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 Investigation, 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. 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 PBA Local #50.

ARTICLE XV

MISCELLANEOUS PROVISIONS

1. To the extent that the Borough enter into an employment and/or a collective bargaining agreement with any police or superior officer during the life of this

contract which provides for a greater benefit than that set forth herein (e.g. higher base salary, clothing allowance, greater longevity, etc.), this Agreement shall be automatically amended to provide for such greater benefit.

2. The Borough shall supply the Chief of Police with use of a cellular telephone, allowing reasonable personal use of same.

ARTICLE XVI

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 XVII

FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable 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.

ARTICLE XVIII

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 Police Department for the Borough, and any present or past benefits which the Chief of Police customarily enjoys, but that has not been specifically included in this Agreement, shall be continued.

ARTICLE XIV

PENSIONS

The Borough shall continue to make contributions as heretofore to provide pension and retirement benefits to the Chief of Police as covered by this Agreement under the Police and Fireman's Retirement System pursuant to provisions of the statutes and laws of the State of New Jersey.

ARTICLE XV

GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to any problem that may arise affecting the term and conditions of this Agreement, and to resolve grievances as soon as possible so as to assure that this procedure will be kept as informal as may be appropriate. The term "Grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement. The following constitutes the sole and exclusive method for resolving grievances between the Chief of Police and the Borough, and shall be followed in its entirety, unless any step is waived by mutual consent.

STEP ONE

The Chief of Police shall institute action under the provisions hereof by requesting an informal conference with the Mayor, who shall make every good effort to resolve the issue. If, however, said grievance cannot be resolved at the informal Conference, the Chief of Police shall reduce the grievance to writing and present it to the Mayor within ten (10) days after the informal conference. Failure to act within ten (10) days shall be deemed to constitute an abandonment of the grievance.

STEP TWO

The Mayor shall render a decision in writing within fifteen (15) days from the receipt of the grievance.

STEP THREE

If the grievance is not settled through steps one (1) and two (2), either party may refer the matter to the public Employment Relations Commission within ten (10) days after the determination by the Mayor. An Arbitrator shall be selected pursuant to the rules of Public Employment Relations Commission. The cost for the service of the Arbitrator shall be borne equally between the Borough and the Chief of Police.

ARTICLE XVI

TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2020 and shall remain in effect to December 31, 2022.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

BOROUGH OF BRADLEY BEACH

Leonard Guida, Chief of Police

Mayor, Gary Engelstad

Kelly Barrett, Borough Administrator

Dated: