

Donna Belton

20-264

From: ASK NJ Media Co. <opra+request-9789-0c3f7b98@requests.opramachine.com>
Sent: Thursday, February 20, 2020 10:20 PM
To: clerkforms
Subject: OPRA request - Current Contract For Police Chief

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Dear Howell Township,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Please send your response in PDF form.

COPY OF CURRENT CONTRACT FOR POLICE CHIEF

Please include a Record Index with your response.

*A record index that identifies each record requested and the specific legal basis for a denial of access (including redactions) to each record.

Yours faithfully,

ASK NJ Media Co.

2020 FEB 21 A 8:05
TOWNSHIP OF HOWELL
RECEIVED
CLERK'S OFFICE

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request
opra+request-9789-0c3f7b98@requests.opramachine.com

Is clerkforms@twp.howell.nj.us the wrong address for OPRA requests to Howell Township? If so, please contact us using this form:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fchange_request%2fnew%3fbody%3dhowell_township&c=E,1,CZADw7v5xvPCZtKQpomAvVYxtd5Lns-kAZyWnjRCUGNJto2dvHruLAXjVQLkcMCR4FTL28pQMijLerWUfs05jmH1ohgzsmos-gHzRSKb_a2-eUyhrIQ8wGIJUQ,,&typo=1

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2fhelp%2fofficers&c=E,1,lvsIrKAlO8flmahY9c05kUehZ_dhPoWK-iHQleKCSC85CTp312IL9xmPT7CsFfFLnJ_JLt-bFfzeow1cUAQgtsu2LLk-FbVXaCSkkhe5ejLT04ZH60Uevo5r&typo=1

View this OPRA request & responses online:

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fopramachine.com%2frequest%2fcurrent_contract_for_police_chief&c=E,1,cTKu8j5S90mfhrCXvV49E7ih44V3neleaS-EaOhzHLH1Z8A4QME1PI44hu2q4cpdtJgstNwc-cb9JuniUXACN_ULsRXj71DeCBW2M0FqrM2k-kg,&typo=1

EMPLOYMENT AGREEMENT
BETWEEN THE:

TOWNSHIP OF HOWELL

AND

ANDREW A. KUDRICK, JR.
Chief of Police



JANUARY 1, 2019 THROUGH JULY 1, 2024

EMPLOYMENT AGREEMENT
BETWEEN
THE TOWNSHIP OF HOWELL
AND
ANDREW A. KUDRICK, JR.

THIS AGREEMENT, made and entered into in Howell Township, New Jersey this 1st day of January 2019, between the Township of Howell, a municipality, in the County of Monmouth, and State of New Jersey, hereinafter referred to as the "Township" or "Employer" and Andrew Kudrick, 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 Township and the Chief of Police.

ARTICLE I
POSITION / DUTIES & RIGHTS

Andrew A. Kudrick, Jr. shall be employed in the position of Chief of Police of the Police Department of Howell Township. The Chiefs duties shall be in accordance with the responsibilities of the position as set forth in N.J.S.A. 40A:14-118, the Township Police Ordinance and the Rules and Regulations for the Government of the Police Department and Discipline of its Members in the Township of Howell, Monmouth County, New Jersey, Adopted Pursuant to N.J. Rev. Stat. 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.

ARTICLE II
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 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 Township and the regulations and policies established by the Township of Howell, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- A. Be the head of the Howell 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
PERSONAL TIME OFF (P.T.O.)

SECTION I.

Personal Time Off (P.T.O.) is defined as the combined time off previously separated under sick, holiday, vacation and personal time contractually granted to officers covered under both the P.B.A. and S.O.A. collective bargaining agreements.

- a. Effective January 1, 2020 and each year thereafter, on January 1st of each year, the Chief of Police shall be granted Paid Time Off (P.T.O) leave with pay as follows:

FORTY (40) DAYS of Paid Time Off (PTO) per year.

Additionally, the following shall be recognized as holidays and granted off under this Agreement:

New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter Sunday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day Thanksgiving Day, Day after Thanksgiving, ½ day before Christmas, Christmas Day , ½ day New Year's Eve

- b. In the event the Chief of Police works on a scheduled holiday, he shall be entitled to another day off at his discretion.
- c. Unused P.T.O. shall accumulate from year to year and may be carried over for one year.

- d. Upon retirement, the Chief shall be entitled to a payment representing up to Forty P.T.O. days calculated at a eight hour per day rate of the final salary rate. This reimbursement shall be paid within thirty (30) calendar days of retirement from employment with Howell Township. This reimbursement will be made either by check or into a deferred compensation plan selected by the Chief of Police.

SECTION 2.

During protracted periods of illness or disability the Township 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 Township. When under medical care, the Chief shall conform to the instructions of the attending physician.

SECTION 3.

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 Township Council to examine such employee, the Township Council 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 employee shall not be charged any sick leave time for the time lost due to the aforesaid injury or disability.

The Chief of Police shall reimburse the Township by remitting the checks he/she may receive from Worker's Compensation, and benefits of insurance policies paid by the Township.

SECTION 4.

Accumulated leave may be used by the Chief of Police for illness in the immediate family which requires attendance upon the ill family member. The term "immediate family" for the purposes of this Section shall mean and refer only to the employee's spouse, child, parent, or brother or sister.

SECTION 5.

The smallest unit of P.T.O. of allowed will be for a four hour (4.0) hour period, i.e. in half-day blocks only

ARTICLE V
OTHER LEAVES OF ABSENCE

SECTION 1.

Leaves of absence without pay for other than illness may be requested by the Chief who shall submit in writing all facts bearing on the request to the Township Manager. 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 Township Council.

SECTION 2.
BEREAVEMENT

In the event of the death of the Chief's immediate family, there shall be three (3) consecutive bereavement days leave one of which shall normally be the day of the funeral. In the event the death of a qualified member of the immediate family occurs out of State, there shall be five (5) consecutive bereavement days leave, one of which shall normally be the day of the funeral. In any event, all bereavement leave shall be taken at a time and for reasons reasonably related to the death. The term "immediate family" for the purposes of this section shall mean and refer only to the employee's spouse, child, parent or guardian, brother or sister, parent-in-law, grandparents, brother or sister-in-law, son or daughter-in-law, and grandchildren.

SECTION 3.
TERMINAL LEAVE

1. In lieu of monetary reimbursement for unused Sick time, the Chief of Police shall be permitted to utilize his accrued time in the following manner:
 - a. Up to 100 days of sick time can be utilized during the last year for terminal leave; or, the Chief may receive a final payout of up to 100 days, payable either by direct payment or deposit into a deferred compensation account of the Chief's choosing.
 - b. During this time, the Chief of Police shall be permitted to work outside employment, provided appropriate releases are secured by the Township.
2. Upon making notification of retirement, the Chief of Police shall be permitted to withdrawal this intention up to thirty (30) days prior to the date submitted to the State Division of Pension and Benefits (MBOS), or the commencement of terminal leave; whichever occurs sooner.

ARTICLE VI
HOURS

SECTION 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. Typically, the Chief of Police shall work at least thirty-five (35) hours, inclusive of reasonable meal breaks and physical training time during the standard workweek. Effective January 1, 2020 the Chief's schedule will change to work at least forty (40) hours per week, inclusive of reasonable meal breaks and physical training time.

SECTION 2.

To ensure the smooth and responsible operation of the police department the hours worked shall be chosen solely by the Chief of Police. This shall include attendance at meetings, boards, community events, training, events hosted or attended by the County and/or State Chief's Association, police unions or any other law enforcement agencies.

SECTION 3.

In compliance with the S.O.A agreement, the Chief of Police is allowed a maximum of one-hour of physical training (work-out) time during his workday. This time is flexible and permitted to be used at any government owned location within Howell Township and the Monmouth County Police Academy. The Chief of Police shall be responsible for any fees associated with membership at any facility.

ARTICLE VII OVERTIME AND COMPENSATORY TIME

SECTION 1.

There shall be no further overtime or compensatory time but the actual hours of work shall continue to be flexible in accordance with present practice of courtesy notification to the Township Manager and utilization consistent with the efficient operation of the Police Department.

SECTION 2.

At his request, the Chief's current C.T.O. balance will be paid at the current salary rate at the time of the reimbursement request. The Chief of Police will have the option of a lump sum payment by check or deposit into the deferred compensation plan of his choice.

SECTION 3.

In the event of the death of the Chief of Police prior to retirement, the accrued P.T.O. and C.T.O. shall be provided to the beneficiary of the Chief of Police in the form of check or deferred compensation plan chosen by his beneficiary. The named beneficiary shall be kept in a sealed envelope in the personnel file of the Chief of Police maintained by the Human Resources. In the event the envelope needs to be opened, it shall be done so in the presence of the senior police captain. The reimbursement shall be provided within 30 days of the death.

SECTION 4.

At the time of separation from employment, the Chief of Police shall be paid for any unused P.T.O. accumulated. P.T.O. time will be pro-rated during the final year. Such payment shall be made to the Chief within thirty (30) calendar days after the effective date of retirement. This compensation will be made to the Chief of Police either by check or directly into a deferred compensation plan of his choice.

SECTION 5.

The Chief of Police shall be permitted to sell-back at full pay up to ten (10) P.T.O. days back to the Township on an annual basis. Reimbursement shall be made in the first pay of December. This compensation will be made to the Chief of Police either by check or directly into a deferred compensation plan of his choice.

ARTICLE X
LIFE INSURANCE & DISABILITY INSURANCE

SECTION 1.

The Chief of Police shall be provided with a minimum of fifty thousand dollar (\$50,000.00) life insurance policy payable to the beneficiary of the employee's choice. However, premiums for extra coverage in excess of \$50,000.00 shall be paid by the Chief of Police, unless the Township agrees to higher coverage amounts for other members of the Police Department.

SECTION 2.

The annual premium for said policy shall be paid by the Township only until the employee's separation from service. At that time, the employee may make his/her own arrangements with the insurance company for the continuation or conversion of such coverage at his/her own expense.

ARTICLE XI
DENTAL AND MEDICAL INSURANCE

SECTION 1.

The Chief of Police is entitled to medical and dental insurance

- a. If he chooses to receive this benefit, the Chief of Police shall contribute towards the cost of his medical insurance in accordance with Chapter 78 of the New Jersey Revised Statutes, an amount equal to the contribution rate of the Superior Officers Association Collective Bargaining Agreement in effect at the time he chooses to receive this benefit.
- b. In the event the Chief of Police waives/declines his healthcare benefit, he shall be reimbursed as currently maintained from his previous contract. This reimbursement shall be taken either as a quarterly payment or directly into a deferred compensation plan chosen by the Chief of Police.

SECTION 2.

Regardless if health benefits are waived, the Township shall provide dental insurance to the Chief of Police, in the same manner as other employees receive.

ARTICLE XII
FALSE ARREST AND LIABILITY INSURANCE

The Township shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties including such claims filed subsequent to the expiration of this Agreement in accordance with the laws of the State of New Jersey and the United States. This selection of an attorney shall be made by the Township Insurance carrier. The Township 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.

This clause shall not be applicable to any disciplinary or criminal proceeding instituted against the Chief of Police by the Employer.

ARTICLE XIII
PENSIONS

The Employer shall continue to make contributions as heretofore, to provide pension and retirement benefits to the Chief of Police pursuant to applicable provisions of the Statutes and Laws of the State of New Jersey.

ARTICLE XV
DISCHARGE AND SUSPENSION

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

ARTICLE XVI
SALARY AND WAGES

SECTION 1.

- a. The base salary for the Chief of Police shall be as follows:
 - a. The base salary for 2019 shall be \$225,000
 - b. 2020 through 2024 – 2% of previous year's base salary added to current year.

SECTION 2

The Chief of Police shall be permitted outside employment including a self-owned business in compliance with the rules and regulation, policies and directives of the Howell Police Department and applicable State laws concerning additional employment by police officers in addition to Howell Township Policy. Extra employment shall be permitted during terminal leave. The Chief of Police shall provide notice to the Township Manager of any outside employment, or changes to outside employment; on an annual basis or upon changes made.

ARTICLE XVII
EDUCATIONAL PROGRAMS
LAW ENFORCEMENT TRAINING CLASSES, COURSES & CONFERENCES

SECTION 1.

The Chief of Police shall be permitted to attend and be compensated for, at his regular salary, any school, professional development course, 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, National Tactical Officers Association, or any other educational program of a police, management or supervisory nature. Up to five such separate training conferences shall be granted annually with up to two (2) out-of-state including international conferences being included therein. 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 Township. Expenses when known in advance shall be submitted to the Township Manager. In no event shall the Township be required to pay or reimburse the Chief of Police for expenses of any class, course, school, or educational program unrelated to police activities.

For the purpose of this agreement, "conferences" shall mean any training or professional development event with a duration of three or more days.

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 Township agrees to continue to pay for the Chief of Police'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 Township 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 Township Manager as to where the meeting may be and the expected amount of time that he will be out of State.

SECTION 4

In addition to the aforementioned within this article, the Chief of Police shall be permitted to attend the F.B.I. National Academy.

ARTICLE XVIII 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 Township of Howell.

ARTICLE XIX NON-DISCRIMINATION

The Township of Howell shall not discriminate or engage in any form of harassment against the Chief of Police related to his sex, color, race, ancestry, religion, political affiliation, national origin, age, physical handicap, medical condition, disability, marital status, veteran status, citizenship status, or other protected group status.

The Township of Howell will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with the Chiefs work performance, or that creates an intimidating, hostile, or offensive working environment.

ARTICLE XX
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 Township of Howell and the Chief of Police shall meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XXI
DURATION

SECTION 1.

This Agreement shall be in effect as of January 1, 2019 through July 1, 2024.

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 executed.

SECTION 3.

Prior to September 1, 2023, the involved parties shall confer for the purpose of effecting, if possible, a new agreement, or the continuation of this Agreement.

ARTICLE XXII
COMPLETENESS OF AGREEMENT

SECTION 1.

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

SECTION 2.

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 parties at the time that they negotiated or signed this Agreement.

This excludes the provisions covered under the salary differential requirement.

SECTION 3.

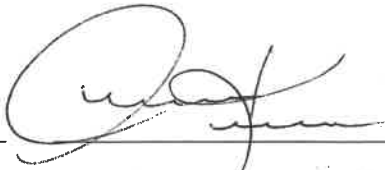
All employment conditions and policies not covered by this agreement shall continue to be governed, controlled and interpreted by reference to either the Township Charter, Ordinances, or Rules and Regulations of the Howell Police Department for the Township of Howell and any present or past benefits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

FOR THE TOWNSHIP:



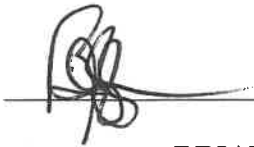
THERESA BERGER
MAYOR

DATE: 11/12/19



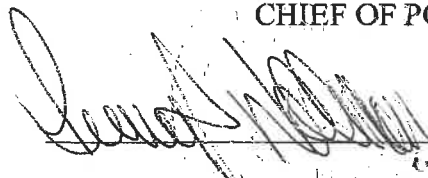
DATE 12/20/19

ANDREW A. KUDRICK, JR.
CHIEF OF POLICE



BRIAN GEOGHEGAN
TOWNSHIP MANAGER

DATE: 11/13/19



DATE 10-24-19

PENNY WOLLMAN
TOWNSHIP CLERK
