

CONTRACT AGREEMENT

BETWEEN

THE TOWNSHIP OF HARRISON

GLOUCESTER COUNTY, NEW JERSEY

AND

THOMAS F. MILLS

CHIEF OF POLICE

HARRISON TOWNSHIP POLICE DEPARTMENT

EFFECTIVE JANUARY 1, 2018

THRU DECEMBER 31, 2020

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FINAL CONTRACT AGREEMENT
CHIEF OF POLICE THOMAS MILLS
1/1/2018 thru 12/31/2021

The parties hereto, the Township of Harrison, (hereafter referred to as the "Township") and Chief Thomas F. Mills (hereinafter referred to as the "Chief") mutually agree as follows:

This Contract is intended to establish a salary and other employment benefits for the position of Chief of Police. Each party recognizes that said position is not part of a collective negotiations agreement, and that establishing a Contract specifically enumerating the employment benefits for Chief of Police is in the best interest of the Chief and the Township.

This Contract is not intended as an agreement to employ, continue employment, or maintain such employment trust, but is rather intended to establish and govern the compensation and other employment benefits relating to the Chief of Police during the term hereof.

ARTICLE I - GENERAL DUTIES AND RESPONSIBILITIES

SECTION 1

The Chief of Police for the Harrison Township Police Department serves in a management position and as such, cannot have a standard set of hours of employment to effectively meet the responsibilities of that position. Both the Township and the Chief understand this premise, and that the Chief is an "exempt employee" under the "Fair Labor Standard Act" for the purposes of overtime and compensatory time. Accordingly, the Township and the Chief agree there will be no "compensation time/compensatory" or overtime work performed by the Chief. The total compensation due the Chief is contained in, and in accordance with the terms of this document.

SECTION 2

The Chief shall devote the time and effort that is necessary for him to fully and faithfully perform the duties and responsibilities of Chief of Police in accordance with "New Jersey Statute 40A:14-118", and "Chapter 53 Police Department" of the Harrison Township Municipal Code. The Chief of Police shall agree to perform at all times faithfully, industriously, and to the best of his abilities experience and talent, all of the duties and responsibilities that may be required of him.

SECTION 3

The Chief shall not be engaged by and/or be in the employ of any other person or entity during his employment unless approved by the Township Committee or its designee.

SECTION 4

The Chief shall attend various Township functions including:

1. Township Committee Business Meetings
2. Special sessions held by Township Committee.
3. Harrison Township Day
4. Christmas Tree Lighting

ARTICLE II - CHAIN OF COMMAND

SECTION 1

The Chief of Police in accordance with New Jersey Statute 40A:14-118 shall be DIRECTLY responsible to the APPROPRIATE AUTHORITY for the efficiency and routine day to day operations of the Harrison Township Police Department.

SECTION 2

The Harrison Township Committee in its entirety is the APPROPRIATE AUTHORITY. Committee, by way of the Township of Harrison Code "Chapter 53 POLICE DEPARTMENT", has created a direct link between the Appropriate Authority and Chief of Police by appointing a Director of Public Safety. This therefore establishes a Chain of Command. Chapter 53-2D reads as follows:

"The Director of Public Safety shall be in general charge of the Police Department. In the absence of the Director of Public Safety or in the event of his/her inability to act, the Deputy Director of Public Safety shall perform the duties of the Director and, when so acting, shall have all the powers of and be subject to all the restrictions of the Director. The Deputy Director of Public Safety shall perform such other duties as from time to time may be assigned to him/her by the Director."

SECTION 3

Both the Township and Chief of Police recognize that for an effective, efficient working relationship between the Chief of Police and governing body, when in accordance with the law, ONLY the Director of Public Safety will give direct orders or assignments to the Chief of Police. It is also understood that the Chief of Police shall work closely with ALL members of Township Committee and respond in a timely manner to their legal requests for service.

ARTICLE III - MANAGEMENT RIGHTS

The Chief recognizes that there are certain functions, responsibilities and management rights exclusively reserved to the Township. All of the rights, power and authority possessed by the Township prior to the signing of this agreement, including but not limited to the right to terminate employment for conduct unbecoming a police officer, inability to perform police duties and discipline with just cause, are retained exclusively by the Township subject only to such limitations as are specifically provided in this agreement.

ARTICLE IV - SALARY SCHEDULE

Effective January 1, 2018 through December 31, 2021, salaries for the Chief of Police shall be set forth in, and provided for by Township Salary Ordinances for 2018, 2019, 2020 and 2021 per the Salary Schedule set below:

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
+ 3.25 %	+ 3.25 %	+ 2.0 %	+ 1.0 %
\$124,496	\$128,542	\$131,113	\$132,424

Effective January 1, 2018, the Chief's regular hourly rate shall be the annual salary as given in the Salary Schedule divided by 2080. It is understood and agreed that this is the only way the hourly rate shall be computed.

ARTICLE V – VACATION

SECTION 1

The Chief of Police shall be entitled to two hundred and sixteen (216) vacation hours per year. Requests for the use of paid vacation shall be made in four (4) hour increments.

SECTION 2

The Chief shall disseminate a written order, assigning an "Officer in Charge" for vacation periods of three (3) days or more. The Officer in Charge must be a "Command Staff Officer".

ARTICLE VI - VACATION CARRY-FORWARD

If the Chief is unable to take all of the vacation time permitted under the conditions of this Agreement due to illness, disability, military service or the need to work due to any emergency situation, the vacation time not used may be carried forward to the following year. Such vacation carryover shall be limited to a maximum of two hundred (200) hours per year.

ARTICLE VII – HOLIDAYS

The Chief shall follow the Township of Harrison Personnel Policy Holiday Schedule and shall be scheduled off and paid for the holidays.

ARTICLE VIII - SICK LEAVE

SECTION 1

The Chief of Police shall be entitled to one hundred and twenty (120) hours sick leave per year of employment. Chief may accumulate Sick leave to a maximum of two thousand five hundred (2,500) hours.

SECTION 2

Sick leave shall not be used or charged against the Chief if injured while performing a duty for the Township. The Township shall provide for the Chief's full salary for such period of time as he shall be receiving workman's compensation.

In the event the Chief is on workman's compensation for (3) three continuous months, the Township shall reserve the right to have the Chief examined by an independent physician or medical facility of their choice. The purpose is to determine if and when the Chief can reasonably be expected to fully perform his duties as Chief of Police.

SECTION 3

If the Chief of Police is unable to perform his full police duties as a result of either an ON or OFF Duty injury, he may with the approval of the Director of Public Safety perform in a "Light Duty" capacity.

In the event a "Light Duty" assignment is offered as a result of an OFF duty injury, it shall be at the discretion of the Chief whether to accept light duty or utilize his accrued sick time.

SECTION 4

Upon the Chief's retirement, the Township shall buy back two (2) hours for every five (5) hours of unused sick time (Payback of 40%). Computation of sick time earned during the calendar year of retirement will be pro-rated based on the percentage of days worked in that year. The buyback shall be spread out over two (2) years, with 50% of the final buyback figure being paid during the year of retirement and the remaining 50% of the final buyback figure being paid the year after retirement.

Due to budgetary considerations, to guarantee 50% of the final buyback figure during the intended retirement year, the Chief must submit IN WRITING his intent to retire by the preceding November.

The Township retains the right to defer the 50% buyback to the Chief if he did not submit a written intent to retire by the preceding November and then elects to retire after the budget year begins (January 1st). Township will only defer the 50% buyback if unable to do so due to budget restrictions.

SECTION 5

There shall be no agreement or negotiations between the Chief and the Township to change or modify buyback terms.

ARTICLE IX - PERSONAL DAYS

SECTION 1

The Chief shall be given five (5) personal days off, to be taken at ANY time during the calendar year. One (1) day of personal time may be taken in (2) two equal (4) hour segments. Upon retirement, the Chief will not be paid for unused Personal Days.

SECTION 2 – Leave of Absence Due to Familial Death

In the event of the death of: Father, Mother, Grandfather, Grandmother, Husband, Wife, Son, Daughter, Brother, Sister, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, (including step relations), the Chief will be allowed from day of death, five (5) consecutive regular working days off with pay. Notwithstanding any other provisions of this Article, special funeral leave with pay shall be granted for a period of ten (10) work days due to death of a spouse, provided that such spouse shall leave surviving a minor child or children: otherwise, such leave shall be for a period of five (5) work days. For grandchild, niece, nephew, aunt, uncle, brother/sister-in-law or any person in the household for whom the member is legal guardian, the Chief shall be granted from day of death, three (3) consecutive regular working days off with pay. In addition, accumulated sick leave may be utilized for additional time off for death of an immediate member of the family. Exceptions to this article may be made with the approval of, and at the discretion of the Director of Public Safety.

SECTION 3 – Maternity/Paternity Leave

The Chief will be permitted to utilize up to two (2) weeks, or eighty (80) hours, of accrued sick time without penalty, from the day of birth to care for a newborn child and/or birth parent. Exceptions to this article may be made at the discretion of the Director of Public Safety for any medical situations where the Chief would not be able to return to work within the allotted leave granted.

ARTICLE X - UNIFORMS, SUPPLIES AND EQUIPMENT

SECTION 1

The Township shall pay for the dry cleaning, maintenance and alteration of all uniforms to maximize utilization of equipment and uniforms.

The Township shall provide an annual clothing allowance up to \$1,000 for the Chief of Police. The clothing allowance for purchase of uniforms, law enforcement supplies and equipment, shall be administered on the Township purchase order system.

In addition to uniforms, the Chief at his discretion, may purchase clothing suitable for his assignment. The Chief shall be reimbursed for those non-uniform purchases after submitting receipts. The total amount of reimbursement for uniform and non-uniform purchases shall not exceed the \$1,000 maximum allotted.

SECTION 2

Ballistic vests shall be replaced at the specification of the manufacturer, or upon sustaining damage that would affect the protective value of the vest.

Service ammunition shall be replaced twice per year at the expense of the Township as per state regulation.

SECTION 3

Orders for clothing and equipment may be placed as needed throughout the year. The Chief should not commit to uniform or equipment purchases prior to securing a purchase order from the Finance Office.

ARTICLE XI – VEHICLE

The township shall provide a police vehicle for the exclusive use of the Chief of Police. He shall have unrestricted, twenty four (24) hour use of the vehicle for business purposes. It is understood that traveling to and from work, meetings, police related functions, and response-as-required, is part of said duty.

ARTICLE XII – TELEPHONE

The parties mutually acknowledge the cellular telephone utilized by the Chief (856) 491-1410 is the property of the Chief. The Township shall cover the cost of this service as invoiced, at the amount not to exceed \$100.00 per month.

ARTICLE XIII - PROFESSIONAL ORGANIZATIONS

The Chief shall be reimbursed for membership in the IACP International Association of Chiefs of Police, the NJSACOP New Jersey State Association of Chiefs of Police, and Gloucester County Chiefs of Police. He shall also be reimbursed for expenses incurred as a result of serving in an Official Position in any of those organizations. Upon submitting receipts, the Chief shall be entitled to receive reimbursements not to exceed the annual sum of \$1,000.00.

ARTICLE XIV - CONTINUING EDUCATION

SECTION 1 – Tuition Reimbursement

The Chief shall be entitled to tuition reimbursement for classes taken at an accredited college. Classes must be related to, or required for a degree in Law Enforcement, Public Safety, or Public Administration to be eligible. Chief must obtain a "C" average or better, or a "pass" for a "pass/fail" course to be eligible. Tuition reimbursement is limited to \$2,000 per year. Chief

shall submit tuition requests in writing to the Director of Public Safety. The Chief shall then forward approved requests to the Finance Office for payment.

If the Chief's employment with the Township is discontinued, whether by resignation, retirement, or dismissal, all tuition reimbursement for courses which may be on-going, or have been completed within the 12 month period prior to leaving, shall be reimbursed by the Chief to the Township.

SECTION 2 – EMT Incentive

All sworn Harrison Township police officers certified by the State of New Jersey as Emergency Medical Technicians shall receive \$200.00 per year. If applicable, the Chief must present proof of his certification to the Director of Public Safety to be eligible for the stipend. EMT's to be paid the first pay period in June.

SECTION 3 – Advanced College Degree Incentive

Should the Chief obtain an advanced college degree (Masters or higher) he shall receive \$2,200 per year. The degree must be pertinent to the duties of a Chief of Police. The Chief must present proof of this degree to the Finance Office to be eligible for the stipend.

SECTION 4 – Advanced Professional Education Incentive

Upon completion of the Rutgers University "Certified Public Manager" certificate program, the Chief shall receive an annual stipend of \$1,500 per year.

Chief shall present a copy of this certificate to the Treasurer's Office. Stipend is to be paid in quarterly installments on the first pay period in March, June, September, and December.

SECTION 5 –FBI National Academy

In the event the Chief applies for, and is selected to attend the law enforcement program at the Federal Bureau of Investigation National Academy in Quantico, VA, the township shall by contract permit him to attend, and be compensated for at his regular salary. The session is a (10) week residential program. During that time the Chief shall be permitted to use his assigned department vehicle for transportation. In addition the township shall provide him with, or reimburse him for fuel.

ARTICLE XV - DENTAL AND EYE CARE

The Chief shall be reimbursed up to \$1,050.00 per year for treatment to immediate dependent family member(s) as an allowance for dental and eye care "rendered services", or supplemental coverage of any type.

Township will reimburse the Chief up to a maximum of \$500.00 per dependent child for orthodontic treatment, but not to exceed a maximum of \$1,000.00 per family.

Reimbursements will be paid upon presentation of paid receipts to the Township Finance Office. If during the contract period a new plan is offered and accepted which offers dental and eye coverage, then the provision of monetary reimbursement shall become null and void at the end of the calendar year in which the new plan will take effect.

ARTICLE XVI - MEDICAL INSURANCE BENEFITS

SECTION 1

The requirements for premium sharing for health benefits and other benefit and pension contributions shall be in accordance with New Jersey Public Law.

SECTION 2

The Township shall provide medical insurance benefit payment for the Chief and his or her immediate eligible dependents. Township shall reserve the right for proof of "Immediate Eligibility" before coverage is authorized.

The Chief of Police is eligible to select prescription and health insurance benefits from any of the plans offered by the New Jersey State Health Benefits Plan or any other plan that may be offered as an alternate plan. In offering an alternate plan, there shall no decrease in benefits and the Chief will be eligible for any improvement or upgrades that are offered to other Township employees at no additional cost to him. If there is an anticipated change of any medical plan(s) or carriers, the Chief shall be given advance notice of at least 60 days by the Township.

All final benefit coverage(s) must be reviewed and approved by the Township Committee upon recommendation of the Chief Financial Officer.

SECTION 3 – Mandatory Medical Examinations

The Chief is required to have a complete mandatory medical examination once every other year. It will be the responsibility of the Chief to schedule his own medical exam through his medical insurance provider, and submit the bill to his insurance provider first for payment. Any

expenses resulting from the medical examination not covered by his insurance provider may be submitted to the Township for reimbursement.

- The Township will require the Chief of Police to provide proof that all required medical examinations are performed and documented to the Director of Public Safety. Township will require the Chief to further submit physician's proof that his mandatory examinations were completed and passed to be able to perform adequate police duties as Chief of Police.
- As the result of any medical examination, if a doctor requires a written need for a stress test, the Township will bear the cost.
- Medical examinations requested by the Chief during the years that are not mandatory, will be covered on a limited basis. Limited basis implies written request from physician, or a newly documented medical issue is identified during the non-mandatory year. Expenses for these additional medical exams must be submitted by the Chief to his insurance provider first, for payment. Any expenses resulting from the medical
- Examination not covered by the Chief's insurance provider may be submitted to the Township for consideration for reimbursement.
- Medical examinations are critical health and safety component for the Chief. Likewise, the results of these examinations are equally important, and any/all negative results from the medical examinations are required to be communicated by the Chief to the Director of Public Safety, only if the negative result(s) could hinder the performance of his duties or potentially risk other police officers on the force.

SECTION 4 – Communicable Diseases

In the event the Chief should suffer from any blood borne communicable disease, e.g. Hepatitis B, AIDS, etc., he shall be treated initially with the assumption, but not the final conclusion, that the disease was contracted during the performance of his duties as a township police officer. It will be the responsibility of the Chief to validate the claim of contamination while on duty through an incident report or other non-prejudicial report.

Inoculations for above noted diseases, proven to be contracted during the performance of the Chief's official duties, will be covered by the Township at no expense to the Chief.

SECTION 5 – Retirement Benefits

Retirement benefits will be provided under the following conditions:

Coverage is for retired Chief and spouse only. Benefits include prescriptions for retiree and spouse only. Dependent children are not included in these benefits. Township will pay the cost

of premiums for retirees, to provide the same health insurance, including prescription coverage, as those offered by the township to active duty officers.

Eligibility: Must have twenty-five (25) years credit in the PFRS Police and Firemen's Retirement System which includes a minimum of twenty (20) years' service with the township of Harrison, or retire on an ordinary or accidental disability.

If retiree or spouse becomes employed, and is eligible for and accepts health benefits with dependent coverage that is equal to or better than those offered by the Township at no cost to the retiree or spouse, it will be the responsibility of the retiree or spouse to contact the Township to cancel their current retirement health benefits from the Township.

In the event of the death of a retiree, the surviving spouse is entitled to receive health benefits under the conditions outlined, unless the surviving spouse remarries and becomes eligible to receive benefits through her new spouse. It shall be the responsibility of the surviving spouse to contact the Township to cancel their current retirement health benefits from the Township.

In the event that the Township opts to change retirement health benefit coverage, the retiree who retires after January 1, 2018 and his or her spouse, is entitled to benefits, including doctor and hospital co-payments, which are equal to those offered by the Township to active duty officers

ARTICLE XVII - WORK WEEK, CALL IN, AND SCHEDULE CHANGE

SECTION 1 – Work Week

Chief of Police shall work a minimum of (40) hour work week.

SECTION 2 – Call In

When the Chief is recalled to duty on a scheduled day off, or prior to or after a regularly scheduled shift, that time will be incorporated into his (40) hour work week.

SECTION 3 – Schedule Change

In accordance with Article III – Management Rights, and New Jersey Statute 40A:14-118, it is recognized by all parties that the Chief of Police is directly responsible for the efficiency and routine day to day operations of the police department. Therefore, it is understood that duty assignments and shift schedules may be adjusted by the Chief of Police at any time.

ARTICLE XVIII - LEGAL AID

The Township will provide legal aid to the Chief of Police pursuant to the applicable statutes of the State of New Jersey. Defense will be provided in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties. The Chief shall have the right to select the attorney of his choice, to be paid at the Township's established hourly rate, provided the attorney is approved by the JIF.

ARTICLE XIX - GRIEVANCE PROCEDURE

SECTION 1 – Grievance Procedure

The purpose of this article is to settle all grievances between the Township and Chief as quickly as possible, so as to foster efficiency and employee morale. A grievance is defined as any dispute between the Township and the Chief involving the application, interpretation or an alleged violation of this Agreement. It shall be understood that ONLY the interpretation and application of the specific provisions of this agreement and disciplinary action can be grieved.

Any grievance must be presented to the Director of Public Safety within ten (10) working days of the Chief becoming aware of the event(s) upon which the claim is based or else such grievance is deemed waived. A grievance shall be processed as follows:

STEP A

The Chief of Police shall meet with the Director of Public Safety in an attempt to settle the matter, with said meeting taking place within five (5) working days of the filing. If a settlement is not reached, the Chief shall furnish a written statement of grievance to the Township Committee. The grievance shall be prepared and submitted on a specific Grievance form provided by the Township. The Director shall then file a written report with his finding of fact, conclusion and recommendation, to accompany the Chief's written statement and forward same to the Township Committee within five (5) working days of their meeting. The Chief has the option of also filing a written report with the Township Committee within five (5) working days of the meeting.

STEP B

Upon compliance with the requirements of Step A, the Township Committee shall conduct a hearing at which time the Chief, the Director of Public Safety, and all parties involved in the complaint shall be present. The Committee shall make all reasonable attempts to reach a settlement that is satisfactory to all parties. If an amicable settlement is not reached, the

Township Committee shall within ten (10) days, render a written decision and serve same upon the respective parties.

NOTE: If an amicable settlement of the dispute is reached upon agreement of the parties during any of the aforementioned steps, said agreement shall be reduced to writing and signed by the respective parties.

SECTION 2 - Arbitration

If the Chief disagrees with or objects to the decision of the Township Committee, he may file for arbitration within twenty (20) working days of the receipt of the decision of the Committee. Said request for arbitration may also be filed for by the Township. The filing party shall serve written notice of same with the other party. It shall be understood that **ONLY** grievances related to the interpretation and application of the specific provisions of this Agreement and disciplinary action shall be arbitral, and no other issues may be submitted to the arbitrator.

The parties shall immediately attempt to mutually agree upon an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the American Arbitration Association, the State Board of Mediation or the Public Employees Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the Township and the Chief. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the state of New Jersey and the United States of America, and the decisions of those respective courts where applicable.

The arbitrator shall not add to, modify, detract from, or alter in any way the provisions of this Agreement. In rendering his decision, the arbitrator shall indicate his/her findings of fact and reason for his/her decision.

SECTION 3

The time limit specific in the Grievance Procedure shall be construed as the maximum; however these may be extended upon mutual agreement.

SECTION 4

Any meeting between the Harrison Township Committee and the Chief to discuss a grievance shall not be held publicly unless the parties so agree in writing.

ARTICLE XX - MEMBERSHIP DUES

SECTION 1

The Township shall deduct dues from the wages of members of Harrison Township PBA Local #178, who have filed with the Township a proper dues deduction authorization card as required by the laws of the State of New Jersey. The PBA shall advise the Township of the fixed and standard dues of its members. The Township shall deduct a proportionate amount from the bi-weekly paycheck, and deliver to the PBA on the first of each month, the previous month's dues collection.

SECTION 2

The PBA shall hold the Township harmless from any and all claims concerning such deduction after the Township has fulfilled its obligation in Section 1.

SECTION 3

Should the Chief withdrawal as a member of the PBA, the Township will implement a fair share representation fee equal to 85% of the union's dues, initiation fees and assessments, which shall be withheld in accordance with the law and transmitted to the PBA

SECTION 4

The PBA shall indemnify the Township from all liability resulting from and/or caused by dues deduction or fair share representation fees.

ARTICLE XXI - NEGOTIATIONS PROCEDURE

SECTION 1

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for the Chief of Police of the Township Police Department. Such negotiations shall begin no later than September 15th of the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to the Chief, to be reduced to writing, and to be signed by authorized representatives of the Township of Harrison and the Chief.

The Township agrees that there shall be no changes in the terms and conditions of employment during the term of this agreement, except through negotiations between the parties.

SECTION 2

The Township shall permit the Chief to attend contract negotiations during scheduled work hours without loss of pay. The parties recognize the right of the Township to recall the Chief to duty in case of emergency.

ARTICLE XXII - REQUIREMENT OF WRITTEN MODIFICATION

This agreement may not be changed or altered in any way during the contract period without the written consent of both parties hereto.

ARTICLE XXIII – RETROACTIVITY

Unless otherwise specified, all the terms and conditions of this Agreement are retroactive to January 1, 2018.

ARTICLE XXIV - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the Chief of Police has heretofore enjoyed as of January 1, 2018, and is presently enjoying, shall be maintained and contained by the Township during the term of this Agreement at not less than the highest standards in effect.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement, and shall be incorporated in this Agreement as if set forth herein at length.

ARTICLE XXV - SAVINGS CLAUSE

In the event that any term or provision of this agreement shall be deemed unlawful or inconsistent with any Federal or State Legislation, governmental regulation or court decision, in whole or in part, all other terms and provisions not so invalidated shall remain in full force and effect. The parties shall then renegotiate concerning any such invalidated provisions.

ARTICLE XXVI – DURATION

SECTION 1

This agreement shall become effective January 1, 2018 and shall terminate on December 31, 2020. If either party desires to change or annul this Agreement, it shall notify the other party in writing at least 120 days before the expiration of this Agreement. If notice is not given as herein stated, this Agreement shall automatically be renewed for another year.

SECTION 2

In the event a new contract has not been successfully negotiated and finalized by December 31, 2017, all terms of this contract shall remain in effect until such time as a contract retroactive to January 1, 2018 is in place.

ARTICLE XXVII - MUTUAL UNDERSTANDING

SECTION 1

This contract is the product of negotiations between the Chief of Police and the Township of Harrison and each of the parties fully understands the terms hereof and have voluntarily entered into this agreement.

SECTION 2

This contract does not constitute an offer of continued employment nor is it intended to obligate either of the parties except as may be specifically numerated and established herein as required by law.

SECTION 3

This contract contains the entire understanding of the parties hereto and is intended to replace any and all prior agreements, whether oral or in writing, previously entered by the parties, their agents, representatives or assigns.

ARTICLE XXVIII – RETIREMENT CONTRACT

Upon retirement, the Chief of Police will be afforded a personal services retirement contract. Contract shall be between the Chief by name, and the Township of Harrison. The triggering mechanisms for commencing negotiations for that contract are as follows:

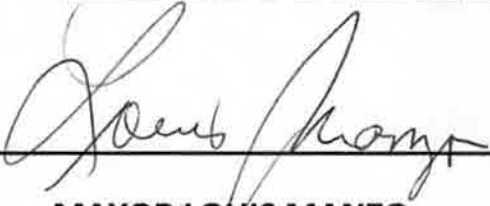
1. Chief of Police shall inform in writing his intent to retire, directly to the Director of Public Safety with a copy to the Township Administrator. Document shall contain the intended retirement date and must be submitted no later than (90) days prior to that date.
2. Chief shall file the required forms for retirement to the New Jersey Police & Fireman's Retirement System (PFRS), with proof of service to the office of the Township Administrator.

The Chief's negotiated retirement contract will take effect the day following his actual retirement as recognized by the NJPFRS.

In the event circumstances arise whereby the Chief does not, or cannot retire as intended, the personal services Retirement Contract negotiated between the Chief and the township shall become null and void. If that should occur, upon selecting a new retirement date the Chief will retain his right to a new personal services retirement contract.

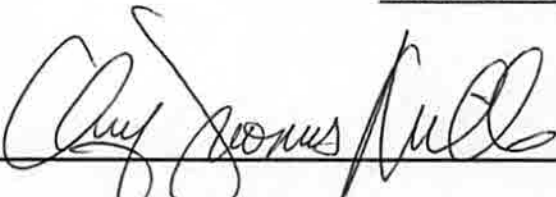
IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO AFFIXED THEIR
SIGNATURES:

TOWNSHIP OF HARRISON, IN THE COUNTY OF GLOUCESTER

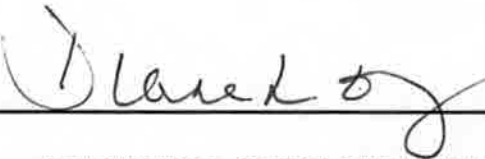
BY:  3/5/18
MAYOR LOUIS MANZO DATE

BY:  3/5/18
TOWNSHIP ADMINISTRATOR MARK GRAVINESE DATE

CHIEF OF POLICE

BY:  3/5/18
CHIEF THOMAS F. MILLS DATE

WITNESS

BY: 
MUNICIPAL CLERK DIANE MALLOY