

**EMPLOYMENT AGREEMENT BETWEEN
THE BOROUGH OF HARRINGTON PARK
AND
CHIEF OF POLICE ROBERT MURPHY**

Final Version

05/16/2022

ARTICLE I

RECOGNITION

THIS AGREEMENT, entered into on this _____ day of _____, 2022, by and between the Borough of Harrington Park, in the County of Bergen, New Jersey (hereinafter referred to as the "Borough"), and Chief of Police Robert Murphy (hereinafter referred to as the "Chief of Police"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the compete and final understanding on all bargaining issues between the Borough and the Chief of Police. This agreement is made in consideration of the many years of valuable service of Chief of Police Robert Murphy to the Borough of Harrington Park.

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 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 Borough and the regulations and policies established by the Borough of Harrington Park, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a) 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;
- 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, or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month.

ARTICLE IV

WORKWEEK

The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operations of the Police Department over which he has supervisory control. The Chief of Police is required to work 2080 hours per year. Weekly hours are to be determined by agreement between the police commissioner and the Chief of Police. The Chief of

Police may accrue compensatory time up to but not in excess of 250 hours. The Chief of Police shall not receive overtime compensation for any borough or police department work.

The Chief of Police may receive overtime compensation for utility work within the borough (PSE&G, O&R Electric, etc.) only after duty hours or with the usage of compensatory, vacation, or personal time.

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. Pursuant to past practices, and in accordance with PBA Local 233's Collective Bargaining Agreement (CBA) sick leave policy, should the Chief of Police be unable to report for duty because of sickness or injury or taken sick or injured while on duty shall forthwith, or as soon as practicable, report, or cause to be reported, the details thereof to the police commissioner, or in his/her absence, a member of the governing body.

3. In the event the Chief of Police is out for five (5) or more consecutive days, he must provide a doctor's note to the police commissioner confirming the illness and the Chief's inability to work during such time period due to same.

4. In the event the Chief of Police is absent from work, on sick leave, and is unable to report for duty for thirty (30) days 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 of Police agrees to submit to such medical examination, to such physician of the borough's choice, as may be requested by the borough. In the alternative, the borough may require the Chief of Police to submit to acceptable medical evidence substantiating the need for sick leave.

5. If the Chief of Police is absent from work for reasons that entitle him to sick leave, the next highest-ranking officer of the police department, and the police commissioner, or in his/her absence, a member of the governing body, shall be notified as early as practicable, except in the case of an emergency.

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, the Borough shall continue the Chief at full pay during the continuance of the Chief's inability to work. During this period, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Borough.

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

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

4. If the Borough does not accept the certificate or report of the physician designated by the Borough, the Borough shall have the right, at its own cost, to require the Chief of Police to obtain a physical examination and certification of fitness by a physician appointed by the Borough.

5. In the event the Borough's physician certifies the Chief of Police 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 and in that event, the burden shall be upon the Chief to establish such additional period of disability by obtaining a judgment in the Division of Workers' Compensation. The final decision of the last reviewing court shall be binding upon the parties.

ARTICLE VII FUNERAL LEAVE

1. In the event of death in the Chief of Police'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) 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, not to exceed six (6) days.

2. The Chief of Police will be granted special funeral leave, without loss of pay, for a period of one (1) day due to the death of any other relative or individual not specified above.

3. Such funeral leave shall not be charged against the Employee's vacation or sick leave.

4. Reasonable verification of the event may be required by the Borough.

ARTICLE VIII VACATIONS

1. The Chief of Police shall be entitled to twenty-five (25) vacation days annually.

2. The Chief of Police shall be entitled to schedule his vacation time as the Chief of Police sees fit, provided that the Chief of Police shall not schedule his vacation time during any period where planned events shall require the presence of the Chief of Police.

3. Unused vacation days may not be carried into the next year.

ARTICLE IX HOLIDAY TIME

The Chief of Police shall be entitled to thirteen (13) holidays off per calendar year during the term of this contract. The holidays off may be taken on the actual holiday or at another time at the discretion of the Chief of Police. Unused holidays may not be carried into the next year.

ARTICLE X PERSONAL DAYS

The Chief of Police shall be entitled to four (4) personal leave days per year to be used at the Chief of Police's discretion.

ARTICLE XI TERMINAL LEAVE

1. The Chief of Police shall be entitled to a terminal leave for a period of six (6) months at which time the Chief of Police shall continue to receive his full pay and all benefits that would normally be due him. This benefit shall be utilized in the six (6) month period immediately preceding the Chief's retirement date or;
2. At the Chief of Police's discretion and choosing, the Borough agrees to pay the Chief of Police the equivalent of six (6) months of the Chief of Police's salary, in equal installments, over a period of three (3) years and without interest, at the time of the Chief of Police's retirement, in lieu of the six (6) month terminal leave provision in Section 1 of Article XI. Such payments shall be made during the month of January in each of the three (3) years following the Chief of Police's retirement.
3. Upon the Chief of Police's retirement from service the Borough shall compensate the Chief of Police for not more than 250 hours of compensatory time. The value of the compensatory time shall be calculated at the Chief of Police's hourly rate of pay upon retirement. The compensation shall be paid to the Chief of Police as follows: The Chief shall receive payments of equal installments over a period of three (3) years immediately upon retirement, with the remaining installments to be paid twelve months from the previous payment(s), **without interest**, until the total amount due the Chief of Police upon his retirement is paid to the Chief of Police.
4. In the event that prior to his retirement or during his retirement and prior to the payment of all compensation due the Chief of Police in the above paragraphs 1,2 and 3, the Chief of Police shall die of any cause, whether it be natural or un-natural, either while engaged in the performance of his official duties or while engaged in any off duty activity or while retired, the Borough shall pay to the Estate of the Chief of Police all payments of accrued and owed terminal leave and compensatory time payments that the Chief of Police would have been entitled to cash compensation for as if he had retired on the date of his death.

ARTICLE XII INSURANCE, HEALTH AND WELFARE

1. The Borough shall maintain medical, dental, prescription, and life 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 in the current Collective Bargaining Agreement between the Borough of Harrington Park and the Policemen's Benevolent Association Local 233, Harrington Park Unit. The Borough shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits currently provided. At no time shall the Chief of Police receive less medical insurance coverage than that which is received by any other member of the Police Department. All insurance coverage provided to the Chief of Police by the borough shall be terminated upon the chief's retirement.
2. Effective January 1, 2022 the Chief of Police shall contribute towards the costs of medical insurance coverage an amount required by the laws of New Jersey.
3. The Borough 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 in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney may be

made by the Chief of Police, subject to the approval of the Borough and limited to rates established by 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 after the expiration of this agreement.

4. Notwithstanding the foregoing paragraph, the Chief and the Borough agree that in the situation where the Chief seeks legal counsel due to any matter of his employment with the Borough, or due to interpretation of any article of this contract, the Chief is solely responsible for the first \$3,000 (three thousand dollars) of said expenses charged by legal counsel.

ARTICLE XIII

CLOTHING MAINTENANCE ALLOWANCE

1. 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 to between the Borough and the Chief of Police.

2. 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 XIV

POLICE VEHICLE

1. The Borough agrees to supply the Chief of Police with an unmarked automobile to be used for police work and for his limited personal use. The make and model of the automobile shall be determined by the Borough. However, it shall be a full-sized, four-door vehicle 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 limited personal use, not to exceed a two-hour (2) response range from the borough. 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 used for the Chief of Police's personal use, at which time the Chief of Police shall be responsible for the cost of gasoline.

4. The automobile shall not be used 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 designate police purpose.

ARTICLE XV

SALARY

1. On January 1, 2022 the Chief of Police shall receive a base salary set at \$187,000.00 per year. In consideration of this base salary, the Chief of Police agrees to forgo any separate payments for longevity pay increases, holiday pay increases and college incentive payments.

2. On January 1, 2023 the Chief of Police's salary shall be negotiable.
3. On January 1, 2024 the Chief of Police's salary shall be negotiable.

ARTICLE XVI

PENSION

The Borough shall continue to provide pensions and retirement benefits to the Chief of Police pursuant to the provisions of the Laws of the State of New Jersey. Such pension payments are to be based on the base annual salary of the Chief of Police plus all other forms of compensation that are included into each pay period.

ARTICLE XVII

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, meeting, conference, training, or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey State Association of Chiefs of Police, the Bergen County Police Chiefs' Association, the New Jersey State Police, the Federal Bureau of Investigations, the Federal Bureau of Investigations National Academy Association or any other educational program of a management or supervisory nature. 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, the Federal Bureau of Investigations National Academy Association's Conference and the annual International Association of Chiefs of Police Conference. If the Chief of Police attends a conference at Borough expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers. The expenditures for all the above-named training events shall not exceed fifteen (\$1500.00) hundred dollars per annum.
3. The Borough also agrees to pay for the Chief of Police's dues for membership in the Bergen County Police Chiefs' Association, the New Jersey State Association of Chiefs of Police, the FBI National Academy Association and the International Association of Chiefs of Police.
4. The Borough agrees to grant time off while attending any meeting of the above-named associations.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

To the extent that the Borough enters 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 clothing maintenance allowance, vacation time, etc.), this Agreement shall be automatically amended to provide for such greater benefit. However, this does not affect the chief's salary.

ARTICLE XIX
SEVERABILITY 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
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 XXI
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 have not been specifically included in this agreement shall be continued.

ARTICLE XXI
TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect as of January 1, 2022 and shall remain in effect to, and including, December 31, 2024. Upon the expiration of this agreement all the benefits, terms and conditions of this agreement shall remain in force until such time a successor agreement is agreed to by the Chief of Police and the Borough.

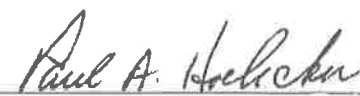
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

**CHIEF OF POLICE
BOROUGH OF HARRINGTON PARK**



ROBERT MURPHY

**ON BEHALF OF THE
BOROUGH OF HARRINGTON PARK**



PAUL HOELSCHER, MAYOR



CLERK OF THE BOROUGH OF HARRINGTON PARK

DATED: 