

EMPLOYMENT AGREEMENT BETWEEN
THE BOROUGH OF NEW MILFORD
AND
BRIAN CLANCY
TO SERVE AS CHIEF OF POLICE

ARTICLE I

RECOGNITION

THIS AGREEMENT, entered into as of the 1st day of May 2023, by and between New Milford Borough, in the County of Bergen, New Jersey (hereinafter referred to as the "Borough"), and Brian Clancy (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 complete and final understanding on all bargaining issues between the Borough and the Chief of Police.

This agreement is in made with Brian Clancy as a result of satisfying all requirements of the Governing Body's procedure to become Police Chief of the Borough of New Milford and in consideration of the many years of valuable service of Brian Clancy to the Borough of New Milford.

ARTICLE II

TERM AND RENEWAL

THIS AGREEMENT shall be in full force and effect for four (4) years, beginning on the 1st day of May 2023 and shall remain in effect, up to, and including, April 30, 2027.

The Borough will be entitled to terminate this agreement "for cause". "Cause" shall mean: a) dishonesty, fraud or willful misconduct in the performance of duties or breach of duty of loyalty to the Borough; b) indictment for and conviction of, or guilty plea, or a plea of no contest to any felony or misdemeanor or offense of moral turpitude; c) willful failure to follow the written directives of the Borough or material breach of this agreement; d) other sufficient cause as defined by law.

ARTICLE III

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 of America.

ARTICLE IV

STATUS & RESPONSIBILITIES OF THE CHIEF OF POLICE

The Borough and the Chief hereby agree that the Chief is a "Managerial Executive" and "Executive Employee" for the purposes of N.J.S.A. 34:13A-1 et seq., as amended, the New Jersey Public Employer-Employee relations Act and 29 USC Section 213, the United States Fair Labor Standards Act, respectively and companion or similar statutes and regulations.

Pursuant to State law, the Ordinances of the Borough and the regulations and policies established by the Borough, 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;

- 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;
- f) Make recommendations to the Mayor and Council for the hiring, discipline, promotion and termination of police personnel; and
- g) Be the representative of the New Milford Police Department and when necessary, work with appropriate Borough department heads and heads of various public safety agencies;
- h) Be responsible for the submission and explanation of the annual operating and capital budget for the NMPD, as requested by the Governing Body; and
- i) Report as requested by the governing body at the regular Mayor and Council 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 V

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. The Chief of Police shall work at least thirty-five (35) hours per week. It is understood that there may be times when the Chief of Police will be required to work more than 35 hours in any given week. The Chief of Police is not entitled to additional compensation, overtime, compensatory hours, or schedule adjustment hours.
2. The Chief of Police shall be entitled to utilize personal days as provided in Article XI.

ARTICLE VI

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, for a period of up to 90 days.
3. If the Chief of Police is absent from work on sick leave and is unable to report for duty for three (3) 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. If the Chief of Police is absent from work for reasons that entitle him to sick leave, the Police Department shall be notified as early as possible. Failure to so notify may be cause for denial of the use of sick leave for that absence and could constitute cause for disciplinary action.
5. The term immediate family for the purpose of this Article shall include the following: a) spouse; b) parent; c) step-parent; d) child; e) step child and f) foster child.

ARTICLE VII

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 he will be covered by workman's compensation. His salary will be paid in full and he shall surrender and deliver to the Borough any workman's compensation payments he receives.
2. If the Chief of Police is 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. The Chief of Police shall be required to present evidence, by way of a certificate or report of a physician designated by the Borough risk manager, 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 risk manager, 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 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 the this physician also certifies the Chief of Police fit to return to active duty, any injury leave benefits granted under this Article shall be terminated.

6. In the event the Chief of Police is granted any injury leave, the Borough's sole obligation shall be to pay the Chief of Police the difference between his regular pay and any compensation, disability, or other payments received from other sources.

ARTICLE VIII

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's household), the Chief of Police shall be granted time off, without loss of pay, commencing no later than the day of the death, but in no event to exceed five (5) consecutive calendar days.

2. The Chief of Police will be granted special funeral leave, without loss of pay, for a period of three (3) days due to the death of any other relative.

3. Notwithstanding any other provision of this Article, special funeral leave without loss of pay will be granted to the Police of Chief for a period of fifteen (15) days due to the death of a spouse, provided that such spouse has left a surviving minor child or children, otherwise, such special funeral leave will be for a period of ten (10) days.

ARTICLE IX

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, so long as each such vacation is not more than two (2) consecutive weeks.

2. The Chief of Police shall be entitled to schedule his vacation time, provided that the Chief of Police shall not take vacation leave until he has insured that supervisory officers are available to assume control of, and responsibility for, the operation of the Police Department. In addition, the Chief of Police shall not schedule his vacation time during any time period where planned events shall require the presence of the Chief of Police. The Chief of Police shall notify the Mayor and the Borough Administrator, in writing, of any intended absence from the Borough for more than three days at any one time.

If the vacation period selected by the Chief of Police conflicts with a scheduled activity that requires the presence of the Chief of Police, the Mayor shall have the right to require the Chief to select different vacation period.

3. Any unused vacation time may not be carried over to the following year and shall not accrue. However, vacation days scheduled for December, which may not be used due to emergency, may be carried to the following year with the approval of the governing body.

ARTICLE X

HOLIDAY TIME

1. The Chief of Police shall be entitled to holidays equal to those provided to borough employees.

2. When any these holidays shall occur on a Saturday or Sunday, the holiday shall be observed as per Borough policy. On the holidays recognized under this Article of the agreement, the Chief of Police shall not be expected to report to duty.

ARTICLE XI

PERSONAL DAYS

1. The Chief of Police may utilize three (3) days a year for leave for personal, business, household, or family matters. Such days shall be on a "use or lose" basis and shall not accrue.

ARTICLE XII

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 enjoyed by the other members of the Police Department. The Borough shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits enjoyed by other members of the Police Department. 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. The Chief of Police shall contribute to the cost of his healthcare coverage in the same amount as the rank and file members of the Department, as set forth in the Agreement Between the Borough of New Milford and New Milford PBA Local 83, and/or any applicable legislation.

2. Upon retirement, or separation from service of the Borough, the Chief of Police shall be entitled to receive, and pay for in accordance with Chapter 78 or any successor legislation, insurance coverage at levels not less than those enjoyed by other members of the Police Department along with a drug prescription plan, as though the Chief of Police were still

employed by the Borough. After retirement, at no time shall the Chief of Police receive less medical coverage than is received by any other retired member of the Police Department. Upon his death, his spouse will receive insurance coverage as if the Chief of Police were still living, so long as she was married to him during his service to the Borough and does not remarry. Notwithstanding this continuation of coverage for the spouse and the Chief will continue until the spouse or the Chief attains age, 65 or the date upon which the spouse or the Chief becomes eligible for Medicare, whichever comes first.

3. The Borough shall maintain eye and dental coverage for the Chief of Police and his family at levels not less than those given to other members of the police department. The Chief of Police will maintain these benefits after retirement until the age or sixty-five (65) or until such time that the Chief becomes eligible for Medicare, whichever is sooner.

4. Life Insurance of shall be maintained at current levels as provided by PFRS during the course of his active employment.

ARTICLE XIII

CLOTHING ALLOWANCE

1. The Chief of Police and the Borough agree that there shall be a uniform allowance, reimbursable upon provision of receipts, provided to the Chief of Police in the amount of \$1,000.00 per year payable to the Chief of Police as per current practice.

2. The Borough shall replace any uniform 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.

3. It shall be left to the professional discretion reasonably exercised of the Chief of Police as to when he should wear formal or informal uniform or plain clothes.

ARTICLE XIV

PROFESSIONAL AND PERSONAL USE OF BOROUGH VEHICLE

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, in the Borough's discretion. However, it shall be equipped with such equipment as is reasonably required for police work.
2. 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 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 XV

SALARY

The Chief of Police's salary as of May 1, 2023 is \$204,800.00, annually, which includes a Base Salary of \$190,000.00, Longevity of \$13,300.00 and College Credit of \$1,500.00. On January 1, 2024 and January 1, 2025 the Chief of Police shall receive a two and one half (2.5%)

percent increase in Base Salary. On January 1, 2026 and January 1, 2027 the Chief of Police shall receive a two (2%) percent increase in Base Salary.

The Borough agrees to make all required pension contributions and any other such payment as required by law that reflects the new higher base pay rate. In all cases, the Chief of Police's Base Salary will be the highest paid officer in the New Milford Police Department, and the Chief of Police's Base Salary shall be at least 7% higher than the rank of Captain.

ARTICLE XVI

LONGEVITY

The Chief of Police shall be paid, in addition to his annual base salary, additional compensation based upon his length of service. This current longevity will be calculated at six (6%) percent of the Chief of Police's annual base salary. Future longevity will be based upon the current negotiated collective bargaining agreement between the Borough and the Police Department. Longevity pay shall be included in the Chief of Police's bi-weekly salary and be counted towards the final average salary for pension purposes.

ARTICLE XVII

EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

1. The Chief of Police shall be permitted to paid leave to attend 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 Investigations, League of Municipalities, or any other educational program of a management or supervisory nature directly related to his duties to the Borough. All reasonable expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be reimbursed by the Borough subject to applicable reimbursement

policy of 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 paid leave, 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 and the League of Municipalities Conference. If the Chief of Police attends a conference at the Borough's expense, the Chief of Police shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers. The Chief of Police shall also be required to provide written report to the Mayor and Council which details the information presented at the 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 the F.B.I. National Academy Associates.

4. The Borough agrees to paid leave to the Chief of Police attending any meeting of the above-named associations.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

1. 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 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, except those claims arising out of intentional acts or omissions, including compensatory and punitive damages, for actions filed subsequent to the expiration of this agreement.

2. During the course of his employment, The Chief of Police will receive tuition reimbursement with the approval of the Governing Body.

3. Unless specifically set forth in this agreement, the terms and conditions contained in the P.B.A. current collective bargaining agreement are not incorporated into this agreement.

4. Upon retirement or separation from service, the Chief of Police is only entitled to any benefit negotiated with the Borough, prior to the date of retirement or separation. The Chief of Police shall not be entitled to any benefit negotiated by any collective bargaining unit subsequent to the date of retirement or separation from service.

5. All unused vacation days, and personal days will be paid to the Chief of Police upon his voluntary retirement or separation from service to the Borough by April 15 of the next calendar year following his retirement. (all prorated to final date of emp)

5a. Payment of the compensation time referred to in this Agreement, shall be paid only upon an ordinance permitting same being adopted by the Borough in compliance with the report issued by the Acting State Comptroller on April 9, 2014.

6.. In the event that prior to his retirement, 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, the Borough of New Milford shall pay to the Estate of the Chief of Police all payments of accrued unused holidays, unused personal days, unused vacation days, unused sick days and unused schedule adjustment days that the Chief of Police would have been entitled to payment for as if he had retired on the date of his death.

- 7.. The Chief shall provide 60 days' notice of any voluntary separation from the Borough.

ARTICLE XIX

SEVERABILITY

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

GOVERNING LAW

The terms of performance under this Agreement shall be subordinate to and governed by the laws of the State of New Jersey.

ARTICLE XXI

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 XXII

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 Borough 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.

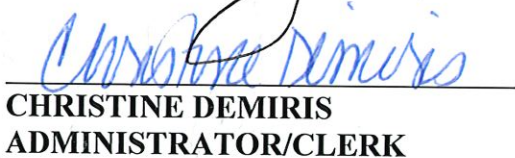
IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified below:

**CHIEF OF POLICE
FOR THE BOROUGH**


BRIAN CLANCY

**MAYOR ON BEHALF OF THE
BOROUGH OF NEW MILFORD**


MICHAEL PUTRINO


CHRISTINE DEMIRIS
ADMINISTRATOR/CLERK

DATED: 3/13/23