



Request for Proposal Harding Township Police Department Review

7/25/12

Township of Harding
Morris County, New Jersey

July 25, 2012

Harding Township Police Department Review RFP

Contents

I. EXECUTIVE SUMMARY 2

II. BACKGROUND 2

III. SUMMARY OF OBJECTIVES & STATEMENT OF WORK..... 3

IV. PROJECT TIMELINE & DELIVERABLES 5

V. ORGANIZATION OF CONSULTANT’S RESPONSE..... 5

VI. RFP AND CONSULTANT SELECTION TIMELINE 6

VII. CONTRACTUAL MATTERS 7

VIII. ATTACHMENTS 7

Harding Township Police Department Review RFP

I. Executive Summary

The Township of Harding (the “Town” or “Township”) is seeking to retain a consulting organization to perform a review of the Township’s Police Department, and its public safety responsibilities and functions.

The purpose of the review is to assist the Township to deliver high quality, resident-oriented public safety services, at an efficient cost consistent with the Town’s needs, budget and budget projections.

As further described in this Request for Proposal (“RFP”), the review will include analysis and recommendations primarily concerning the:

- 1) Police Department’s current organization and staffing model;
- 2) Police Department’s current work load and responsibilities to the Township;
- 3) Police Department’s rules and regulations, standard operating procedures and general orders;
- 4) Township’s current collective negotiations agreement with the local PBA, which expires on December 31, 2012, and
- 5) Identification of options for efficiency improvements including the potential utilization of shared services and merging/regionalization.

The Town requires a consulting firm with specific and proven expertise in municipal police department operations, up-to-date expertise in best practices for municipal policing and public safety technology, experience in Morris County, New Jersey, policing, and expertise with New Jersey police-related employment standards, laws, and trends.

The consultancy should complete its review and present findings as described in Section IV, Project Timeline & Deliverables.

In addition to retaining a consultancy for the review of the Police Department and current PBA contract, the Town may, at its option, decide to retain the selected consultant to: 1) assist with negotiations of the PBA contract, and/or 2) to help the Township implement recommendations as approved by the Township Committee.

The Consultant shall report directly to the Harding Township Committee (the Township governing body) and shall have the cooperation of the Township Administrator, as well as the Township Chief of Police.

II. Background

Harding Township is located in Morris County is a community with approximately 20 square miles and a population of 3,800. The Township employs approximately 25 full-time employees.

A. Harding Township Police Department

The Police Department currently consists of 10 full-time sworn officers and one full-time civilian employee. The Town is in the process of hiring one additional patrolman. The Lieutenant’s position is currently vacant. The Police Department’s 2012 expenses, including dispatch services, health benefits, pension, and taxes, are \$2,473,246, which represents 29% of the total municipal budget. (Please note

Harding Township Police Department Review RFP

2012 expenses are not all inclusive. Expenses such as Police retiree healthcare and fleet maintenance are not included.)

B. Contract with the PBA

The current contract between the Town and the local Police Benevolent Association regarding employment terms for policemen and sergeants ("PBA Contract") expires December 31, 2012. The Town will begin negotiating a new contract with the PBA starting October 2012.

C. Information provided by the Town

The Town has performed certain analyses and produced certain reports that will be available for the consultant's review and utilization including, but not limited to, the following:

1. **Community Outreach Report.** A report summarizing the key concerns and priorities of local Township organizations and residents related to Township policing and public safety.
2. **Benchmarking & Financial Analyses.** A set of analyses: i) comparing Harding to other neighboring communities with regard to police staffing, contractual, and financial matters, and ii) all-in-cost calculations and budget scenario projections.
3. **Chief's Reports.** Several relevant reports produced by the Township Chief of Police.
4. **Resident Complaints.** During Township Committee meetings and in one-on-one conversations with members of the public, residents have raised concerns regarding interactions with members of the Police Department and appropriateness of police techniques, including alleged over-zealous policing or perceived harassment. There have also been concerns raised with regard to enforcement of traffic laws throughout the municipality. One complaint was referred to the Morris County Prosecutor's Office, who has completed their investigation and is expected to submit their report to the Township shortly.

III. Summary of Objectives & Statement of Work

The Town seeks review and recommendations from the consultant on the following topics. These topics collectively define the consulting project's statement of work.

The Township's priorities for deliverables under this project are items #1, #2, and # 5 below. For cost and timing reasons, the Town reserves the right to award in whole or in part.

Harding Township Police Department Review RFP

1.	Organization & Staffing Model	<ol style="list-style-type: none"> 1. Review current staffing schedule (12 hour shift, 4 days on, 4 days off). Identify other staffing options, pros/cons. Consider command/control, health, and cost aspects. 2. Identify organizational structure and staffing options: <ol style="list-style-type: none"> a. Provide support for each organizational model and number of officers recommended/required. b. Include organizational models involving shared services (as per # 5 below). c. Consider perceived need to have two patrolmen on the road at all times and desired response time. d. Identify function(s) not being adequately fulfilled and provide economical suggestions to remediate. 3. As part of identifying organization and staffing models, consideration should be given to: <ol style="list-style-type: none"> a. HR related issues including career advancement, review practices, employee stress, etc.; b. Issues related to excessive overtime incurred due to understaffing, if any; c. Utilization of non-permanent resources (specials); d. Impact on dependent entities (primarily local First Aid Squad, Fire Departments); e. Leadership succession plan; 4. Assess relationship quality (including command/control aspects) between Township leadership (Township Committee, Township Administrator, and Police Chief) and PBA members.
2.	Current PBA Contract	<ol style="list-style-type: none"> 1. Identify any contract provisions not in line with area or national standards, best practices, economic trends and innovations, etc. Specifically, consider Healthcare benefit package before and after retirement. 2. Provide a prioritized list and analysis of recommended contractual changes.
3.	Rules & Regulations Policies & Procedures	<ol style="list-style-type: none"> 1. Review Police Department's current Rules and Regulations / Policies and Procedures based on current accreditation model. 2. Review current policies and rules applicable to lateral hires and promotion. Compare to County and other municipalities with more flexible recruiting and promotion policies. 3. Review the information identified in Section II (C)(4) above, regarding complaints from residents. Consult with Police Chief as necessary and report on any appropriate policy changes. Provide input and recommendations on: <ol style="list-style-type: none"> a. strategies to reduce crime, or the fear of crime, and b. implementing a Civilian Review Committee.

Harding Township Police Department Review RFP

4.	Police Department Resources & Technology	<ol style="list-style-type: none"> 1. Review current Police Department equipment and technology. Identify gaps or inefficiencies not in line with area standards. (e.g. GPS technologies. Comments have been received that only local officers can quickly find addresses and/or navigate through the Township without mistakes.) 2. cursory review of Police Department spending (non-personnel related) to see if in line with industry norms.
5.	Organizational Efficiencies and Shared Services	<ol style="list-style-type: none"> 1. Does Harding need its own detective? Or could this be a shared service? 2. Identify organizational efficiencies options including shared services. 3. Develop preliminary pros and cons, potential implementation plan.

IV. Project Timeline & Deliverables

The Town expects the Consultant to comply with the following timeline and deliverables:

#	Date	Milestone
1.	September 4, 2012	Project Starts
2.	September, 2012	Consultant: <ul style="list-style-type: none"> ▪ Reviews existing analyses, contract, and reporting materials ▪ Interviews Township Committee ▪ Meets as necessary with Township Administrator and Police Chief ▪ Interviews other police department personnel as deemed useful
3.	October 1, 2012	Consultant delivers analysis of PBA Contract to Town
4.	November 15, 2012	<ul style="list-style-type: none"> ▪ Consultant completes remaining analyses and presents initial report ▪ Town submits follow up or clarifying questions to Consultant.
5.	December 2012	Final report for this project submitted.

V. Organization of Consultant's Response

Consultant's proposal should include the following sections:

1. Company background and experience;
2. Personnel
 - a. Resumes/qualifications of personnel,
 - b. Identification of the specific individuals (with resumes) and their role the consultant would assign to this engagement.
3. Consultant Qualifications. Consultant shall provide information demonstrating:
 - a. Proven expertise and experience with policing, NJ municipal police department management, including operational and budgetary matters,
 - b. Local knowledge and experience with NJ municipalities in Morris County and Morris County policing;
 - c. Detailed understanding of the current and evolving working relationship between Morris County Sheriff's Department and local municipal police departments,

Harding Township Police Department Review RFP

- d. Thorough knowledge of State regulations related to Police administration and operations,
 - e. Practical experience with shared services, and
 - f. References for successful engagements with objectives similar to Harding Township's.
4. Explanation of how consultant will meet Town's objectives as listed in Section III.
 5. Identification of all material assumptions consultant makes in order to deliver on consultant's proposal.
 6. Identification of all resources consultant will need from the Town in order to delivery on consultant's proposal.
 7. Costs should include:
 - a. A breakdown for each of the objectives and statement of work identified in Section III above. Detail should include:
 - i. The number of hours dedicated and
 - ii. Personnel to be assigned and hours, level (principal, partner, associate, etc.) and hourly rate for each.
 - b. Travel, printing and any soft costs should be identified.
 - c. Price quote should include a not to exceed amount.

Interested consultants should submit proposal to:

Gail W. McKane, Township Administrator
Township of Harding
P. O. Box 666
New Vernon, NJ 07976

VI. RFP and Consultant Selection Timeline

The Town will execute the following milestones with respect to selecting a consultant

	Date	Milestone
1.	July 27, 2012	RFP Released
2.	August 15, 2012	RFP Response Due by 2 PM EDT
3.	August 15th – 29th, 2012	Interviews and Final Consultant Selected

Harding Township Police Department Review RFP

VII. Contractual Matters

This contract will be awarded as a not-to-exceed contract and no changes will be accepted once the contract is awarded.

Proposals will be evaluated on the following criteria:

1. Responsiveness of the request for qualifications and/or proposal to the purpose and scope of services.
2. Ability and history of successfully completing contracts of this type, meeting projected deadlines, experience in similar work.
3. Performance data, references, key personnel.

VIII. Attachments

1. Agreement for the Provision of Extraordinary Unspecifiable Services
2. Current PBA Contract

Attachment 1

**Agreement for the Provision of
Extraordinary Unspecifiable Services**

CONSULTANT CONTRACT

THIS CONSULTANT AGREEMENT for independent contractor consulting services (“Agreement”) is made and entered into as of August _____, 2012 by and between the Township of Harding, a New Jersey incorporated municipality, having its principal place of business at 21 Blue Mill Road, New Vernon, New Jersey 07976 (“Harding Township”) and _____, having its principal place of business at _____ (“Consultant”).

In consideration of Consultant’s engagement hereunder to perform the services described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and conditions.

1. Independent Contractor Relationship. In accordance with the mutual intentions of Harding Township and the Consultant, this Agreement establishes between them an independent contractor relationship, and all of the terms and conditions of this Agreement shall be interpreted in light of that relationship. The relationship of Harding Township and Consultant for purposes of this Agreement is completely independent and unrelated to any other relationship that exists or may exist in the future between the parties. It is expressly understood that Harding Township, by entering into this Agreement, has no obligation to provide other or additional funds to Consultant for this project or any other purposes. Further, it is understood that Consultant has no obligation to recommend, prescribe, or arrange for any Harding Township product or service. This Agreement does not create any employer-employee, agency, or partnership relationship. As an independent contractor, Consultant’s fees and expenses shall be limited to those expressly stated in this Agreement. Consultant shall not participate in Harding Township’s fringe benefit plans or any other compensation or benefit plans Harding Township maintains for its own employees.

2. Type of Service; Compensation. Consultant agrees to furnish, as an independent contractor using Consultant’s own means and methods, except as expressly set forth in Exhibit A attached hereto, the personal services specified in Exhibit A. The nature of the services to be performed by Consultant as well as the timing, cost, and payment schedule with respect to such services shall be as set forth in Exhibit A. Harding Township agrees to pay Consultant for Consultant’s services the fee specified in Exhibit A. The amount of the consulting fee reflects fair market value for Consultant’s services. The payment thereof shall constitute full payment for Consultant’s services to Harding Township during the term of this Agreement, and Consultant shall not receive any additional benefits or compensation for its services; provided, however, that if Harding Township requests a modification in the services provided hereunder, the parties shall agree in writing to adjust the fee accordingly.

3. Terms.

a) The term of this Agreement shall commence as of the date hereof and shall continue in full force and effect until May 30, 2012 (the "Term"), unless sooner terminated as provided herein. The Term may only be extended by mutual written agreement of the parties.

b) This Agreement and/or any services to be performed by Consultant under this Agreement may be terminated by Harding Township (i) immediately upon notice to Consultant for any violation by Consultant of any provision of this Agreement or for any other cause, or (ii) at any time without cause upon five (5) days written notice to Consultant. Upon delivery of such notice by Harding Township, Consultant shall immediately cease work and deliver to Harding Township all work in progress and return all Harding Township Confidential Information (as defined in Section 8 below) and any Harding Township-owned materials and/or equipment. If Harding Township exercises its right to terminate this Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, provided that Harding Township shall only be obligated to pay Consultant monies owed Consultant up to the time of termination for services actually performed.

c) This Agreement and/or any services to be performed by Consultant under this Agreement may be terminated by Consultant for cause by providing Harding Township thirty (30) days prior written notice of termination.

d) Consultant's obligations under Sections 8, 9, 10, 11 12, 14 and 15 of this Agreement shall survive notice of termination.

4. No Conflict of Interest. Consultant warrants and represents that Consultant is authorized to enter into this Agreement and that Consultant is not a party to any other agreement or under any obligation to any third party which would prevent Consultant from entering into this Agreement or from performing Consultant's obligation hereunder, or require Consultant to obtain any consent or permission with respect thereto. Consultant warrants and represents that there is no conflict of interest in Consultant's other contracts for services or other employment, if any, with the services to be provided pursuant to this Agreement and that Consultant will ensure that no such conflict arises during the term of this Agreement.

5. Consultant Responsible for its Agents, Affiliates, Officers, Directors, Employees and Subcontractors. Consultant shall select and shall have full and complete control of and responsibility for all actions of its agents, affiliates, officers, directors, employees and subcontractors, if any, of Consultant (collectively "Consultant's Agents") and not of Consultant's Agents shall be, or shall be deemed to be, the agents, affiliates, officers, directors, employees or subcontractors of Harding Township for any purpose whatsoever by virtue of this Agreement. Harding Township shall have no duty, liability, or responsibility of any kind, to or for the acts or omissions of Consultant or any of Consultant's Agents. Consultant hereby acknowledges and agrees that Consultant shall cause each of Consultant's Agents who participate in rendering the services provided hereunder comply with the terms of this Agreement. Consultant hereby acknowledges and agrees that Consultant shall be responsible for the failure of any of Consultant's Agents to comply with the terms of this Agreement.

6. Consultant Responsible for Taxes. In conformity with Consultant's independent contractor status and without limiting any of the foregoing, Consultant understands that no

deduction or withholding for taxes or contributions of any kind shall be made by Harding Township. Consultant agrees to accept liability for the payment of all taxes or contributions for unemployment insurance or pensions or annuities or social security payments which are measured by wages, salaries or other remuneration paid to Consultant or Consultant's Agents, if any, and to reimburse and indemnify Harding Township for any such taxes or contributions or penalties which Harding Township may be compelled to pay. Consultant also agrees to take all action and comply with all applicable administrative regulations necessary for the payment by Consultant of such taxes and contributions.

7. Consultant Responsible for Insurance. Consultant shall maintain all appropriate insurance coverage required by applicable federal and state laws, and shall produce a certificate of such insurance at Harding Township's request.

8. Confidentiality.

a) During the term of this Agreement and thereafter for a period of ten (10) years, Consultant agrees to use Harding Township Confidential Information (as defined herein) solely to perform Consultant's obligations under this Agreement and agrees to retain in confidence and refrain from disclosing and/or using Harding Township Confidential Information for Consultant's personal benefit or the benefit of any third party. The term "Harding Township Confidential Information" shall mean any and all information, formulae, methods, techniques, processes, know-how and data, technical or non-technical, whether written, graphic, computer-generated or orally furnished to Consultant by Harding Township or indirectly learned by Consultant as a result of Consultant's services under this Agreement which has been received by or disclosed to Consultant or any of Consultant's Agents, either in oral or written or other tangible form including, without limitation, Harding Township's business plans and any physical substances or equipment provided to Consultant by Harding Township.

b) This restriction shall not apply to Harding Township Confidential Information: (i) which is or becomes public knowledge through no fault of Consultant or Consultant's Agents; or (ii) which is lawfully made available to Consultant by an independent third party, and such lawful availability can be properly demonstrated by Consultant; or (iii) which is already in Consultant's possession at the time of initial receipt from Harding Township and such prior possession can be properly demonstrated by Consultant; or (iv) which is independently developed by Consultant or Consultant's Agents and such independent development can be properly demonstrated by Consultant; or (v) which is required by law, regulation, rule, act or order of any governmental authority or agency with competent jurisdiction to be disclosed by Consultant, provided, however, that Consultant gives Harding Township sufficient advance written notice to permit it to seek a protective order or other similar order with respect to such Harding Township Confidential Information and thereafter Consultant discloses only the minimum Harding Township Confidential Information required to be disclosed in order to comply, whether or not a protective order or other similar order is obtained by Harding Township.

c) Consultant agrees that Consultant will not, without the prior written permission of Harding Township, use Harding Township Confidential Information for any purpose other than in carrying out the obligations of this Agreement. Consultant shall hold Harding Township Confidential Information in a manner consistent with Consultant's treatment of its own similar

confidential information, but in no event shall Consultant maintain the confidentiality of such information with less than reasonable care and diligence. Consultant shall provide the Harding Township Confidential Information received hereunder only to Consultant's Agents who are directly concerned with the services provided by Consultant under this Agreement. Further, Consultant agrees to (i) advise Consultant's Agents of the proprietary nature of the Harding Township Confidential Information and the terms and conditions of this Agreement and (ii) use all reasonable safeguards to prevent the unauthorized use or disclosure of Harding Township Confidential Information by such Consultant's Agents. Consultant shall be responsible for any breach or this Agreement by Consultant's Agents. Consultant also agrees not to submit for publication any paper containing Harding Township Confidential Information without the prior written permission of Harding Township.

9. Property/Ownership.

a) All materials, documents, information, description, and suggestions of every kind supplied to Consultant by Harding Township in connection with and/or pursuant to this Agreement or the relationship established between Consultant and Harding Township (including, without limitation, any such materials, documents, information, descriptions and suggestions supplied to Consultant by Harding Township prior to the execution of this Agreement) shall be the sole and exclusive property of Harding Township. Harding Township shall have the right to use as it sees fit any information, materials, documents, ideas, descriptions and suggestions provided by Consultant relating to the subject matter of this Agreement without payment of any consideration in addition to that specified in this Agreement. Upon termination of this Agreement, Consultant shall return such items, including all copies thereof, to Harding Township or dispose of such items as directed by Harding Township.

b) All information of whatever type developed in connection with and/or pursuant to this Agreement, or the relationship established between Consultant and Harding Township, shall be the exclusive property of Harding Township. All machines, instruments, and products purchased, manufactured, or assembled by Consultant or any of Consultant's Agents, in connection with and/or pursuant to this Agreement or the relationship established between Consultant and Harding Township and paid for by Harding Township shall be the exclusive property of Harding Township. Upon termination of this Agreement, Consultant shall return such items, including all copies thereof, to Harding Township or dispose of such items as directed by Harding Township.

10. Assignment of Work Product.

a) For all good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Consultant hereby sells and assigns to Harding Township and Harding Township shall be the exclusive owner of the entire right, title and interest, including all renewals for the entire world, in and to all work performed, materials, writings, documents, formulas, designs, models, drawings, maps, charts, photographs, reports, information and suggestions, design inventions and other inventions made, whether patentable or not, conceived or reduced to practice or authored by Consultant or any of Consultant's Agents, either solely or jointly with others, in connection with and/or pursuant to this Agreement or the relationship established between Consultant and Harding Township or with information, materials or facilities of Harding Township received or used by Consultant during the period in which the Consultant is retained by Harding Township (all hereinafter at times referred to as "Intellectual Property") under this Agreement and within one year thereafter, if based upon information provided to Consultant by or at the direction of Harding Township or developed by Consultant in carrying out Consultant's duties under this Agreement without additional compensation to Consultant. Consultant shall promptly disclose all materials to Harding Township.

b) Consultant shall sign, execute and acknowledge or cause to be signed, executed or acknowledged any and all further assignments, documents, assurances, applications and other instruments and to perform such acts as may be necessary, useful or convenient for the purpose of securing to Harding Township and/or its nominees patent, trademark or copyright protection throughout the world upon all such materials.

c) The parties expressly agree that all works created pursuant to this Agreement are Works Made for Hire, as defined in the U.S. Copyright Act, 17 U.S.C. 101, and shall vest in Harding Township as author. All other work product, whether copyrightable or not, including without limitation, any works which may be deemed by a competent authority not to be Works Made for Hire created pursuant to this Agreement, are hereby assigned to Harding Township by Consultant, including without limitation, all right, title and interest in and the copyright thereof throughout the world, including all renewals and extensions thereof and including the right to make and distribute copies in any media, to translate, and/or make derivative works therefrom. Consultant agrees to execute and to secure the execution from any applicable authors retained by Consultant all registrations, assignments, transfer documents and other instruments necessary or desirable in the reasonable opinion of Harding Township to record any assignment or registration of copyright or other transfer of ownership in any work transferred to Harding Township pursuant to this Agreement.

11. Publications. Consultant may not publish in any way without the prior written consent of Harding Township, which consent may be withheld by Harding Township in its sole discretion, any material or manuscript relating to Consultant's work hereunder and/or any information or materials that Consultant received in connection with or pursuant to this Agreement or the relationship established between Consultant and Harding Township.

12. Non-Solicitation. Consultant agrees that during the term of this Agreement and for a period of six (6) months thereafter, Consultant shall neither directly nor indirectly solicit for employment, or otherwise retain, employees of Harding Township whom Consultant has met as a result of Consultant's performances of services for Harding Township.

13. Assignment. Consultant may not, in whole or in part, assign its interests and/or obligations under this Agreement, to any person, firm, partnership, corporation or other entity (including by operation of law, judicial process, or otherwise) without the prior written consent of Harding Township, which consent may be withheld in Harding Township's sole discretion, and any attempt to the contrary shall be void. Once assigned, unless otherwise agreed upon by Harding Township, Harding Township shall no longer be obligated under this Agreement. Harding Township may assign or transfer this Agreement or any and all of its rights and obligations hereunder at any time without Consultant's consent.

14. Indemnification. Consultant hereby agrees to indemnify, defend, and hold harmless Harding Township from and with respect to any and all claims of any kind based on any act or omission of Consultant or any of Consultant's Agents under or in connection with Consultant's obligations hereunder.

15. Governing Law and Jurisdiction. This Agreement is deemed to be consummated in the State of New Jersey. The terms and provisions of this Agreement shall be construed and interpreted pursuant to the laws of the State of New Jersey, without regard to the conflict of law rules or principles thereof. The state or federal courts located in the State of New Jersey are the agreed-upon forum for the resolution of all disputes arising hereunder, and the parties hereto, their officers, and employees hereby consent to (i) the jurisdiction and venue of the aforesaid courts for the purpose of resolving all such disputes and (ii) service of process by registered mail, return receipt requested, or any other manner consistent with federal or New Jersey laws.

16. Severability. In the event any portion of this Agreement shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or provisions of this Agreement are in conflict with any applicable statute or rule of law, then such term(s) or provision(s) shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform with such statute or rule of law.

17. Non-Waiver of Rights. No failure or delay on the part of either party hereunder in either exercising or enforcing any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise or enforcement of any such right will preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any other right. No waiver or any such right will have effect unless given in a signed writing. No waiver of any such right will be deemed a waiver of any other right hereunder.

18. Notice. Any report or notice required or permitted to be given hereunder shall be effective when sent. All notices shall be in writing and given personally or by prepaid certified mail, return receipt requested, expedited delivery service or facsimile transmission addressed to the parties hereunder at their respective addresses as follows:

If to Harding Township:	Marshall P. Bartlett
	Mayor
	Harding Township

**P. O. Box 666
New Vernon, NJ 07976**

**With a copy to: Gail W. McKane
Township Administrator
Telephone 973-267-8000, ext. 1917**

If to Consultant: _____

Telephone: _____
Email: _____

19. Written Reports. Consultant shall provide to Harding Township any written reports or test results required under this Agreement with respect to the services rendered hereunder in accordance with the schedules set forth on Exhibit A, or otherwise as may be mutually agreed by the parties. Such results or written reports shall be in form and substance satisfactory to Harding Township, and Consultant shall not be entitled to receive compensation for services performed under this Agreement until such time as such satisfactory results or written reports have been provided to Harding Township with respect to the services performed for which compensation is sought.

20. Compliance with Law. Consultant shall comply with any and all applicable laws and regulations including but not limited to health, safety and security rules and regulations.

21. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the subject matter contained herein and supersedes all prior understandings and agreements, whether oral or written, between the parties with respect to the services to be performed hereunder. This Agreement may be modified only with a written instrument duly executed by each of the parties. No person has any authority to make any representation or promise on behalf of any of the parties not set forth herein and this Agreement has not been executed in reliance upon any representations or promises except those contained herein.

22. Headings. The headings contained in this Agreement are for convenience of reference only and shall not affect or alter the meaning or effect of any provision thereof.

23. Successors. This Agreement and all the rights, obligations, duties, representations, warranties and covenants of each party shall inure to the benefit, and be the burden of, and shall be binding upon their respective successors (including by operation of law) and permitted assigns.

24. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate on the day and year first above written.

ATTEST:

**TOWNSHIP OF HARDING,
IN THE COUNTY OF MORRIS**

Gail W. McKane, Township Clerk

Marshall P. Bartlett, Mayor

ATTEST:

CONSULTANT

By:

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE Goods, Professional Services and General Service Contracts (Mandatory Affirmative Action Language)

During the performance of this contract, the Contractor agrees as follows:

The Contractor or Subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

The Contractor or Subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The Contractor or Subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or Subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or Subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The Contractor or Subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or Subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the Contractor or Subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan
Approval Certificate of Employee Information Report
Employee Information Report Form AA302

The Contractor and its Subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EXHIBIT C

PAYMENT AND/OR RATE SCHEDULE

EXHIBIT D

POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to the Contractor based on merit and ability to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 *et seq.* As such, the undersigned does hereby attest that the Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Township of Harding if a member of that political party is serving in an elective public office of that the Township of Harding when the contract is awarded, or to any candidate committee of any person serving in an elective public office of that the Township of Harding when the contract is awarded.

Attachment 2

Contract between

Township of Harding

And

Harding Policeman's

Benevolent Association Local 340

January 1, 2009 through December 31, 2012

TOWNSHIP OF HARDING

AND

**HARDING POLICEMAN'S
BENEVOLENT ASSOCIATION LOCAL 340**

CONTRACT

January 1, 2009 through December 31, 2012

TABLE OF CONTENTS

<u>POLICEMEN'S BENEVOLENT ASSOCIATION 340</u>	1
SECTION I APPLICABILITY.....	2
SECTION II SALARY	3
SECTION III LONGEVITY INCREMENT AND INCREMENT TO PATROLMEN ACTING IN SUPERVISORY CAPACITY	5
SECTION IV VACATION	6
SECTION V HOLIDAYS.....	7
SECTION VI SICK LEAVE	8
SECTION VII FUNERAL LEAVE AND PERSONAL LEAVE.....	10
SECTION VIII GRIEVANCE PROCEDURE	11
SECTION IX WORK WEEK AND OVERTIME.....	15
SECTION X INSURANCE	18
SECTION XI UNIFORM ALLOWANCE.....	20
SECTION XII COLLEGE CREDITS	21
SECTION XIII AUTOMOBILE MAINTENANCE	25
SECTION XIV CALL OUT TIME	26
SECTION XV MANAGEMENT RIGHTS.....	27
SECTION XVI ALTERATION OF AGREEMENT CLAUSE.....	28
SECTION XVII PHYSICAL EXAMINATIONS.....	29
SECTION XVIII RETIREMENT	30
SECTION XIX PERSONAL EQUIPMENT.....	32
SECTION XX SENIORITY	33
SECTION XXI PBA	34
SECTION XXII PERSONNEL FILES	35
SECTION XXIII TERM OF CONTRACT.....	36
SECTION XXIV CONCLUSION.....	37

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POLICEMEN'S BENEVOLENT ASSOCIATION 340

2009 – 2012

This Agreement made and entered into as of this _____ day of _____ 2008,
by and between:

The Township of Harding, a Municipal Corporation in the County of Morris and the State of New Jersey, part of the first part, hereinafter designated Harding Township, and Policemen's Benevolent Association 340 (PBA) of the Township of Harding, in the County of Morris and the State of New Jersey, part of the second part, hereinafter designated Representative,

WITNESSETH:

WHEREAS, pursuant to the provision of Chapter 303 of the laws of 1968 of the State of New Jersey, the Representative submitted itself on behalf of the Police Department of the Township of Harding, exclusive of the Chief and Lieutenants; and

WHEREAS, Harding Township recognized the said Representative for the patrolmen and sergeants of the Harding Township Police Department; and

WHEREAS, in consideration for the services performed by the members of the Police Department a contract was negotiated;

NOW THEREFORE, in consideration of the services performed by the members of the Police Department of the Township of Harding, and the mutual covenants hereof, it is agreed as follows:

SECTION I

APPLICABILITY

The provisions of this Agreement shall apply only to full-time employees of the Harding Township Police Department.

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SECTION II

SALARY

A. Salaries for full time Police Officers and Sergeants shall be as set forth in accordance with the following schedules:

1. Patrol Officers employed prior to December 31, 2008:

	1/1/09 3.75%	1/1/10 3.75%	1/1/11 3.95%	1/1/12 4.10%
Probationary	\$34,079	\$35,606	\$37,013	\$38,530
Step 1	\$45,487	\$47,193	\$49,057	\$51,068
Step 2	\$52,932	\$54,917	\$57,086	\$59,427
Step 3	\$78,319	\$81,256	\$84,465	\$87,928
Step 4	\$84,280	\$87,441	\$90,895	\$94,621
Step 5	\$90,304	\$93,690	\$97,391	\$101,384
Step 6	\$96,277	\$99,887	\$103,833	\$108,090

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2. Patrol Officers employed on or after January 1, 2009:

	1/1/09 3.75%	1/1/10 3.75%	1/1/11 3.95%	1/1/12 4.10%
Probationary	\$39,507	\$40,988	\$42,608	\$44,354
Step 1	\$45,487	\$47,193	\$49,057	\$51,068
Step 2	\$52,932	\$54,917	\$57,086	\$59,427
Step 3	\$65,625	\$68,086	\$70,775	\$73,677
Step 4	\$78,319	\$81,256	\$84,465	\$87,928
Step 5	\$84,280	\$87,441	\$90,895	\$94,621
Step 6	\$90,304	\$93,690	\$97,391	\$101,384
Step 7	\$96,277	\$99,887	\$103,833	\$108,090

3. Sergeants:

	1/1/09 3.75%	1/1/10 3.75%	1/1/11 3.95%	1/1/12 4.10%
Step 1	\$100,336	\$104,098	\$108,210	\$112,647
Step 2	\$103,652	\$107,539	\$111,787	\$116,371

B. Each step represents one year in grade. All Police Officers presently employed by the Harding Township Police Department shall be eligible to move up in grade on their anniversary date, provided that each officer has successfully met the requirements of their position as defined in the Harding Township Police Department's policies and procedures.

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SECTION III

LONGEVITY INCREMENT AND INCREMENT TO PATROLMEN ACTING IN SUPERVISORY CAPACITY

A. Longevity Increment

An increment, in addition to the base salary, shall be paid for time of the service as follows:

Years of Service	Patrolmen	Sergeants
0-4		
5-8	\$775.00	\$875.00
9-12	\$1,275.00	\$1,375.00
13-15	\$1,775.00	\$1,875.00
16+	\$2,275.00	\$2,375.00

The increment shall be paid in two installments, the first shall be due and payable on July 1, and the second on December 1.

B. Increment to Patrolmen acting in Supervisory Capacity

The Township recognizes that a patrolman is senior officer on many shifts, and in such cases, a patrolman acts in a supervisory capacity. Since Patrolmen are used in a supervisory capacity on more than an occasional basis, each patrol officer who acts in such a supervisory capacity shall receive the salary of a step one sergeant (the lowest supervisory position) for those hours worked in that capacity on a shift of shifts.

SECTION IV

VACATION

- A. All regular full time employees of the Harding Township Police Department, under this Agreement, shall be entitled to vacation as follows (the scheduling shall be subject to the discretion of the Chief of Police):

First Partial Calendar Year	Eight (8) hours for each month of service up to a maximum of eighty (80) hours
First Full Calendar Year through Fourth Completed Calendar Year	Eighty (80) hours
Fifth through Ninth Completed Calendar Years	One hundred twenty (120) hours
Tenth through Fourteenth Completed Calendar Years	One hundred sixty (160) hours
Fifteenth through More Completed Calendar Years	Two hundred (200) hours

- B. Employees covered by this contract shall make vacation requests for summer vacation periods (June 1 – Labor Day) by April 1 of each year. The department shall respond to all requests not later than May 1 of said year. An officer who makes a summer vacation request after April 1 will not have seniority considered, however, all efforts will be made to accommodate such late requests.

SECTION V

HOLIDAYS

All members of the Harding Township Police Department covered by this contract shall receive the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

Effective January 1, 2005, holiday pay was included in base salary.

In the event the Township has established any other holiday for its other employees, such holiday shall be added to the above-enumerated list.

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SECTION VI

SICK LEAVE

- A. Effective January 1, 1987, the members of the Harding Township Police Department shall be entitled to compensable sick leave of one hundred forty-four (144) hours per year to be cumulative up to a maximum of two thousand four hundred (2,400) hours. For the period of January 1, 1973 through December 31, 1986, the members shall be entitled to compensable sick leave of one hundred ninety-two (192) hours per year to be cumulative up to a maximum of two thousand one hundred sixty (2,160) hours. If any member of the Police Department incurs a severe disability which, under extenuating circumstances, requires absence from duty beyond his then accrued sick leave, the Chief of Police will have the right to recommend to the Township Administrator an additional leave of absence with pay, not to exceed two hundred eight-eight (288) hours, such days to be deducted from the member's future sick leave allotment. The Township Administrator will consider such recommendation and endeavor to act favorably for it, to the extent necessary to supplement any insurance benefits. Sick leave is to be used exclusively for sickness. Doctor's certification shall be provided if requested at the discretion of the Township.
- B. Sick leave, not to exceed forty-eight (48) hours per year, may be utilized to care for sick family members. Family members are defined as immediate family living within officer's household.
- C. Termination Leave Payment for Accrued Sick Leave
1. Those members who retire having attained both the required age and years of service, upon retirement shall be eligible to receive eight (8) hours, at the officer's then rate of pay, for every twenty-four (24) hours of accrued unused sick leave based on the accrual rate of a maximum of one hundred forty-four (144) hours per year up to a maximum of two thousand four hundred (2,400) hours.

2. For purposes of the terminal leave payment calculation only, one hundred forty-four (144) hours per calendar year specified in Section VI (A) shall also apply to the period January 1, 1973, through December 31, 1986.
3. For the purposes of the terminal leave payment calculation, any sick leave taken during the period of January 1, 1973, through December 31, 1986, will be deducted from the one hundred ninety-two (192) hours per year allotment stipulated in Section VI (A).
4. Eligible members will have the option of receiving the terminal leave payment in a lump sum amount upon retirement or as leave time off from duty, such time being utilized immediately prior to the member's date of retirement.
5. A member shall make every effort to advise the Police Chief and Township Administrator of his intention to retire prior to the start of the calendar year in which retirement will be effective.
6. A member who retires prematurely on disability pension shall be exempt from the attainment of the age and service requirement set forth in Section VI (C) (1).

SECTION VII

FUNERAL LEAVE AND PERSONAL LEAVE

- A. Every member of the Representative covered by this contract shall be entitled to five (5) days off with pay on the days immediately following the death of spouse or children, providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- B. Every member of the Representative covered by this contract shall be entitled to three (3) days off with pay on the days immediately following the death of mother, father, sisters, brothers, mother-in-law or father-in-law providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- C. Every member of the Representative covered by this contract shall be entitled to one (1) day off with pay following the death of brother-in-law, sister-in-law, nephews, nieces, stepfather, stepmother, grandfather, grandmother, aunt or uncle, providing the employee attends the funeral. The Township Committee or its designee reserves the right to request proof of relationship to the deceased party.
- D. Every member of the Representative covered by this contract shall be entitled to personal leave days on the basis of need, at the discretion of the Chief of Police. Effective January 1, 2009, every member of the Representative covered by this contract shall be entitled to two (2) working days of personal leave per year, without the need to give a reason. A working day shall equal the length of an officer's regularly assigned work shift. The scheduling of said leave days shall be solely subject to the approval of the Chief of Police.

SECTION VIII

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a Police Officer or Sergeant, or the PBA, the Township Committee, Township Administrator, or the Chief of Police based upon interpretation, application, or violation of this agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. "Policeman" is a full time officer, including Sergeant, in the Harding Township Police Department.
5. The "PR & R Committee" is the Representative's Committee on Professional Rights and Responsibilities.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that these proceedings will be kept as informal and confidential as maybe appropriate at any level of the procedure.

The failure to appeal a grievance to the succeeding step of the grievance procedure within the time periods specified shall constitute acceptance of the last answer to the grievance and the grievance shall be deemed withdrawn at the end of the specified time periods if not appealed. The failure of the employer or the employer's representative to answer a grievance within the time periods specified in the Agreement shall be construed as a denial of the grievance thereafter may be appealed to the next step.

C. Grievance

Should any dispute or difference arise between the Township and the Representative or its members as to the interpretation, application or operation of any provision of this agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows (unless any step thereof is waived by mutual consent):

First: Between the grievant, with the PR&R representative from the PBA, and his attorney if he chooses, and the Chief of the Department within ten (10) days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Chief shall give his written answer within three (3) working days after the meeting.

Second: Between the grievant, with the PR&R representative from the PBA, and his attorney, if he chooses, and the Township Administrator, within ten (10) days after the written answer given by the Chief of the Harding Township Police. The Township Administrator shall give his written answer within five (5) working days after the meeting.

Third (a): If the grievance is not settled at the second step the grievant or the PR&R representative from the PBA may make written request or a third step meeting within twenty (20) days after the answer to the second step, except that in disciplinary action grievances, the written request for a third step meeting shall be made within five (5) working days after the answer is received at the second step. The Township Committee shall set a meeting within five (5) working days after the request, or for such other time that is mutually agreeable. Said third step meeting shall be between the Township Committee and the grievant with the PBA representative. The Township's answer to the third step shall be delivered to the PBA within five (5) working days after the meeting.

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(b) A PBA member disciplined, may, at his option, proceed initially to the third step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Township Committee within five (5) working days after the discipline or the option under this section shall be deemed waived. The third step grievance meeting or disciplinary matters shall be held within ten (10) working days after the request unless other arrangements are mutually agreed upon.

Fourth: If the aggrieved person or the PR&R representative is not satisfied with the handling or result of the grievance on the third level, he may within fifteen (15) days, notify the Township Committee that he wishes to take the matter to Arbitration.

(a) Within ten (10) days after such written notice of submission to arbitration, the Township Committee and the PR&R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by the aggrieved party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an Arbitrator.

(b) The Arbitrator so selected shall confer with the representatives of the Township Committee and the PR&R Committee and hold a hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings in fact, reasoning and conclusions on the issues submitted. The Arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Township Committee and the Representative and shall be binding on the parties.

(c) The cost of the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Township Committee and the Representative. Any other expenses incurred shall be paid by the party incurring same.

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SECTION IX

WORK WEEK AND OVERTIME

A. Work Schedule

1. The Harding Township Police Department shall work a 4/4 twelve (12) hour schedule, which is based upon a sixteen (16) day work period consisting of four (4) consecutive twelve (12) hour days on duty followed by four (4) consecutive days off. Shifts are defined as 7:00 a.m. to 7:00 p.m. for the day shift and 7:00 p.m. to 7:00 a.m. for the night shift. Said schedule shall consist of rotating shifts where an officer rotates their shift after two (2) cycles of each shift. All time worked in excess of said schedule will be compensated at time of one and one-half rates.
2. The Chief of Police shall determine the manning levels (that is, the exact number of police officers and sergeants of the Patrol Force) for each of the two (2) shifts and squads that are necessary for the 4/4 twelve (12) hour schedule. In addition, the Chief of Police shall have the managerial right to alter said manning levels, as he deems appropriate and necessary to insure the efficient operation of the Department and/or where said adjustment shall be in the best interest of the Department.
3. Each Officer working the 4/4 twelve (12) hour schedule shall be entitled to one hundred sixteen (116) hours per annum as compensation for the additional annual work hours. Such compensatory leave shall be utilized within each calendar year and not accumulated.
4. Except in the event of emergency, as determined solely at the discretion of the Chief, the Lieutenant and Detective Sergeant shall remain work a 5/2 eight (8) hour schedule.

B. Overtime

1. Overtime compensation shall only be earned when an officer works in excess of twelve (12) hours in any one day or more than ninety-six (96) hours in any sixteen (16) day work period.
2. The hourly rate shall be calculated by dividing the annual salary by two thousand eighty (2,080) hours.
3. Compensatory Time will be paid at time and one-half in money or time and one-half in time off (as per Federal Law).

C. Training

1. The Chief of Police shall determine the schools to be attended and the members attending same in which case said school shall be construed as mandatory.
2. Elective schooling, or that schooling which is attended at the desire of any member, shall not be covered by this section.
3. At the discretion of the Chief of Police, an officer working the 4/4 twelve (12) hour schedule may be temporarily placed on a 5/2 (8-hour day), 40-hour work week schedule for training purposes when said training exceeds a four (4) day period. This shall include any probationary officers during the first twelve (12) months of employment.

D. Meal Time / Break Time

1. Because payment for meal periods is included in the standard workday, the Township is not liable for any additional compensatory time. One thirty (30) minute meal period and one ten (10) minute break period shall be permitted during each six (6) hour segment during the tour of duty. The meal and/or break period shall be non-continuous, subject to call, and are included in the workday. Meal and/or break periods will be authorized by the shift commander or supervisor.

E. Schedule

1. The monthly work schedule shall be posted by the 15th of the preceding month. Any changes of said work schedule with less than fourteen (14) calendar days notice shall require all changed work time to be paid at the overtime rate.
2. The parties agree that the Township or the PBA may terminate the work schedule for cause. The Township and the PBA both agree that they shall provide thirty (30) days advance notice of a change in schedule if at all possible. The Township reserves the right to return to the pre-existing schedule should the 4/4 twelve (12) hour schedule be terminated.

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SECTION X

INSURANCE

A. Health Insurance

1. All full time employees employed prior to December 31, 2008, of the Harding Township Police Department shall continue to be covered by the insurance program currently provided at the Employer's sole expense; and if the current program should become unavailable, the Employer shall substitute a program as close to the current program in coverage as available.
 - a. Effective January 1, 2006, the Township will pay as an incentive to an employee who voluntarily moves from the Traditional Health Plan to the Blue Card PPO the sum of \$5,000 in three installments: \$3,000 in the first year to be followed by \$1,000 in the second and third years of the PPO Plan. This payment will also be made to those members who are currently enrolled in the PPO plan and to any employees who choose to enroll in the PPO coverage as provided in paragraph b.
 - b. Current employees who accept the incentive payment to move to the PPO, current employees who elect to remain in the PPO and accept payment will be permitted to enroll or re-enroll in the Traditional Plan after one (1) year at which time the employee will be required to pay the difference between the cost of the premium for the Traditional Plan and the PPO Plan. No further payment(s) will be made by the Township to any employee upon the employee's enrollment or re-enrollment in the Traditional Plan.
2. All full-time employees of the Harding Township Police Department employed on or after January 1, 2009, shall be provided Blue Card PPO coverage at the Employer's sole expense; and if such program should become unavailable, the Employer shall substitute a program as close to this program in coverage as available. Employees who elect to enroll in the Traditional Plan will be

responsible for the premium differential between the Traditional Plan and the PPO Plan.

B. Dental Insurance

The dental insurance benefit currently provided to members of the PBA shall include orthodontic coverage as provided by the current insurance carrier with a specified one thousand dollar (\$1,000) deductible clause, with such deductible cost being assumed by the individual employee.

C. Prescription Insurance

Effective January 1, 2004, the co-payment shall be \$5 for generic drugs and \$7 for brand name prescriptions

D. Section 125 Plan

Employees are eligible to participate fully in the Townships Section 125 Plan as outlined in the Plan Documents and the Township's adopted Policies and Procedures Manual adopted December 21, 2005.

Upon the death of an active member or retiree, the Township of Harding will pay premiums for the spouse and minor children for 18 months or when the spouse becomes covered by other insurance, whichever is earlier.

SECTION XI

UNIFORM ALLOWANCE

The present system of uniform and equipment allowance will be continued, providing the Chief of Police's approval of uniform and equipment requests and unlimited ability to satisfy need.

Each employee will be paid an annual clothing allowance of \$785 for the term of this contract.

Effective January 1, 2009, the uniform allowance will be included in base salary.

SECTION XII

COLLEGE CREDITS

A. Tuition Reimbursement:

Subject to the conditions and limitations set forth below, the Township will reimburse a percentage of the tuition costs incurred by full time employees of the Police Department who enroll in accredited, college level courses, provided that the course is needed to obtain a degree in any of the following fields of study: Police Science; Criminal Justice; Psychology; Sociology; Public/Government Administration or Service; Human Resources; and any other fields of study as may be determined in advance by the Personnel Subcommittee in its sole discretion. All tuition reimbursement must be pre-approved by the Personnel Subcommittee, and shall be capped at the credits necessary to obtain stated degree.

Employees should submit proposals for tuition payment that demonstrate (explain) in writing why the course is needed for the degree being sought. This shall be put in the context of an individual's comprehensive education plan. This plan shall be developed in conjunction with the employee's immediate supervisor. The employee's immediate supervisor shall provide a letter of support/endorse/sign off on the plan as appropriate.

Should the total pre-approved requests for reimbursement exceed the budget the Township Committee has established for tuition reimbursement, the Personnel Subcommittee, in conjunction with the Administrator, will prioritize the requests and may deny, defer or opt to partially fund a pre-approved request. For example, if an employee requests reimbursement for two classes, in order to allow other employees access to this benefit within the constraints of the budget, the Committee may only approve one class for that budget year.

In order to provide for adequate budget planning, employees should submit their written request for pre-approval of course work and tuition reimbursement to the Township Administrator no later than September 1 for consideration and inclusion, if approved by the Personnel Subcommittee, in the budget for the following year. All reimbursements are subject to sufficient budget appropriations. Approval of requests submitted after September 1 is subject to availability of funds.

Township reimbursement will be based on the per credit rate in effect at Rutgers, the State University, at the time the course is taken or actual per credit charges, whichever is less.

The Township's contribution shall be based on the following schedule. The college tuition reimbursement will be a percentage of the net cost to the employee less any scholarship or other financial assistance available to the employee as follows:

College Tuition Reimbursement Schedule

Course Grade of "C" = 50% of Tuition Cost

Course Grade of "B" = 75% of Tuition Cost

Course Grade of "A" = 100% of Tuition Cost

Employees will also be eligible for reimbursement of up to \$100 for books required for each approved class. All reimbursements are subject to submission of appropriate documentation of costs.

The reimbursement must be repaid if the employee leaves Township of Harding employment within twelve (12) months of receipt of such reimbursement.

B. Stipends for College Degrees:

1. Effective January 1, 1994, an annual \$5 per credit year compensation will be paid to employees who have received an accredited degree, in a job related

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course of study. Such compensation shall not exceed 120 credits or \$600 per year.

The annual compensation of \$5 per credit shall be paid in two installments. The first shall be due on July 1 and the second on December 1.

2. All employees employed on or after January 1, 2009, who have received an Associate's or Bachelor's Degree from an accredited college in any of the fields of study described in the first paragraph under "Section XII (A)" above shall be entitled to the following annual stipend and not as outlined in Section XII (B-1) above:

The annual stipend shall be \$300 for an Associate's Degree and \$600 for a Bachelor's Degree. The stipends shall not be cumulative (for example, someone who has both an Associate's Degree and a Bachelor's Degree, or has multiple Bachelor's Degrees, shall receive only one \$600 annual stipend).

Employees who receive tuition reimbursement for a course of study described in Section XII (A) will not receive a stipend for that degree. For example, an employee who does **not** receive tuition reimbursement for an Associate's Degree, but does receive tuition reimbursement in any of the fields of study described in Section XII (A) from an accredited college will only receive an annual stipend of \$300 for the Associate's Degree.

The annual stipend shall be paid in two installments. The first shall be due on July 1 and the second on December 1.

C. Special Circumstances:

1. The Township and Representative hereby acknowledge and agree that a degree in Business Management is not a degree which is eligible for either tuition reimbursement or an annual stipend. However, because the following two individuals are current employees and already have obtained Bachelor's

Degrees in Business Management, and as a matter of fairness and good employee relations, the Township agrees to pay Mark Giansanti and Steve DeVries the annual stipend described above for those degrees. No such stipend for degrees in Business Management shall be paid to any other bargaining unit member.

2. The Township and Representative have agreed current officers, who are currently not receiving a stipend but have obtained a degree in any of the approved course of studies delineated in Section A above, will be eligible to receive an annual stipend effective January 1, 2009.

This provision is effective January 1, 2009, and shall be applied prospectively only (i.e., this provision is not intended to be, and shall not be construed as being, retroactive in nature).

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SECTION XIII

AUTOMOBILE MAINTENANCE

All private vehicle usage will be approved by the Chief of Police. Harding Township agrees to provide excess insurance coverage for all policemen utilizing their own vehicle on police business.

SECTION XIV

CALL OUT TIME

Any policeman called out on an emergency basis to administer a Breathalyzer, operate radar, maintain firearms instruction course, investigate fatalities, for special investigation, on photography, or to appear in court during off duty hours shall be entitled to a minimum two (2) hour call out time and be paid at one and one-half times his hourly rate.

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PBA

SECTION XV

MANAGEMENT RIGHTS

Except to the extent expressly modified by a specific provision of this Agreement, the Township possesses the sole rights and responsibility to operate and manage its Police Department and all management rights repose to it. The Township Committee through its Police Committeeman, and the Chief of Police, shall have control and direction of the operations of the Harding Township Police Department, including but not limited to the location of the Police Station, the size of the workforce, the scheduling of hours, overtime and shifts, the assignment of work, training and promotion, except that such determinations shall not be in conflict with this Agreement. The members of the Harding Township Police Department shall be subject to the Rules and Regulations of the Harding Township Police Department, as established by the Township Committee and administered by the Chief of Police.

All members of the Harding Township Police Department shall be subject to emergency call to duty, at the discretion of the Chief of Police, or the Chief Administrative Officer of the Township if the Chief of Police is not available.

Management rights are not subject to Arbitration. All rights not set forth, which are management rights, are not waived by the failure of the Township Committee to exercise them.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. The Township agrees that all terms and conditions of employment relating to the status of its Police Officers shall be maintained at the same or substantially equivalent standards in effect as specified in the parties' Agreement.

SECTION XVI

ALTERATION OF AGREEMENT CLAUSE

No agreement or amendment shall be binding on any of the parties hereto, unless such agreement is made and executed in writing between the parties.

This agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the term of this Agreement neither party shall 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 executed this Agreement.



SECTION XVII

PHYSICAL EXAMINATIONS

All members of the Harding Township Police Department will be given yearly physical examinations by the designated Department physician. Also, each member, upon request, shall receive a copy of the results of his respective examination or have same forwarded to a physician of his choosing.

SECTION XVIII

RETIREMENT

Health benefits shall be provided for members of PBA Local 340 (a) who retire with twenty-five (25) years or more of service credit in the Police and Firemen's Retirement System (PFRS) and at least fifteen (15) years of actual service to Harding Township or (b) have been awarded any PFRS Disability pension. Said disability must meet the criteria for disability retirement under the PFRS and be to the satisfaction of that body. An eligible spouse/dependent is a spouse/dependent at the time a qualified PBA member retires.

A. Benefits Prior to Age 65:

The Township shall continue to satisfy the cost of all post-retirement health, prescription, dental and life insurance benefits in effect at the time of the eligible member's retirement for said member and his/her eligible dependents. This is to be received until such time as said member is eligible for Medicare. If the current program should become unavailable, the Township shall substitute a program as close to the current program in coverage as available.

B. Benefits After Age 65:

1. At the time member is eligible for Medicare, said member shall assume all costs related to said enrollment and continued participation in this Federal program. In the event an eligible spouse is not enrolled in Medicare, he/she shall remain in the Township's insurance plan at no cost until he/she is eligible for Medicare
2. Upon enrollment in the Medicare program, the retiree shall have the option of purchasing a supplementary Medigap policy. The Township shall reimburse said retiree the cost for the purchase of the aforesaid Medigap policy in the following amounts:

2009 – \$210 per individual (i.e., retiree as well as eligible spouse),
per month

PC
N.

2010 – \$220 per individual (i.e., retiree as well as eligible spouse),
per month

2011 – \$230 per individual (i.e., retiree as well as eligible spouse),
per month

2012 – \$240 per individual (i.e., retiree as well as eligible spouse),
per month

3. The reimbursement for subsequent years shall remain at \$240 per individual, per month, unless and until the parties agree upon a different amount. The entitlement to the aforesaid reimbursement shall only apply to retirees who: (a) retired after twenty-five (25) years or more of PFRS service credit, as well as fifteen (15) years of actual service to the Township; or (b) retired on a PFRS Accidental Disability pension.
4. Any and all entitlement to reimbursement for optional Medigap policy shall be satisfied by the Township within forty-five (45) days of submittal of the appropriate documentation by the retiree.
5. Upon enrollment in Medicare, the retiree (and eligible spouse) shall continue to be provided prescription coverage under the Township's group policy. The prescription co-pay for these retirees shall be \$7.00 for brand name prescriptions and \$5.00 for generic prescriptions.
6. Notwithstanding the retiree's enrollment in Medicare, he/she (and eligible spouse/dependent) shall continue to be provided dental coverage pursuant to the Township's group policy.
7. Life insurance benefits shall continue to be provided by the Township at no cost to the retiree, even after attaining age sixty-five (65), regardless of the retiree's eligibility for the Medigap reimbursement described in Paragraph 2 above.

1748
D. H.

SECTION XIX

PERSONAL EQUIPMENT

If a member's personal equipment is damaged while he is acting within the scope of his employment as a Police Officer of the Township of Harding, and whereas such damage was not the result of negligence on the part of the member, then, upon the recommendation of the Chief of Police, the damaged item may be repaired or replaced at a "reasonable cost" to the Township. The age and condition of the damaged item will be taken into account when establishing a "reasonable cost."

PC
P. I.

SECTION XX

SENIORITY

Seniority is to be based on time in service as a Harding Township Police Officer, for those officers with the same time in service; the Township shall designate the seniority of these officers based on a standard control such as class standing upon graduation of the Police Academy or test scores of the entrance examination. No two officers will have the same seniority.

SECTION XXI

PBA

The PBA Delegate and the alternates will be given the time off with pay to attend all state PBA conventions (as per state law).

The PBA Delegate will be given the time off with pay to attend all state PBA meetings. The Delegate will provide the Chief of Police with sufficient notice of said meetings to enable the scheduling of manpower.

SECTION XXII

PERSONNEL FILES

With reasonable notice to the Chief of Police and at a reasonable time, any member of the Police Department has the right to review his or her personnel file. The appointment for this review must be made through the Chief of Police or his designated representative.

Whenever any document is placed in an employee's personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires and he shall be permitted to place said rebuttal in his file.

PLS
D. I

SECTION XXIII
TERM OF CONTRACT

This Agreement shall become effective on the first day of January, 2009, and shall remain in effect and force for a period of four (4) years and shall expire on the thirty-first day of December, 2012.

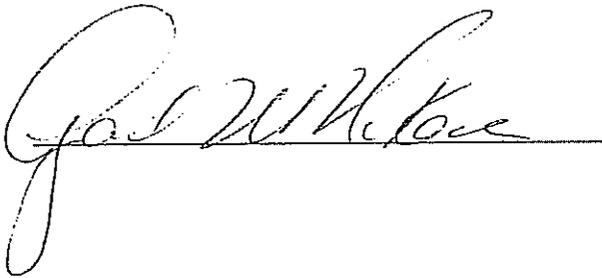
SECTION XXIV

CONCLUSION

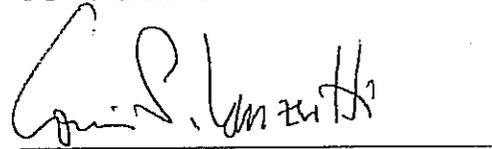
It is agreed that proposals will be exchanged between the Policeman's Benevolent Association 340 and the Township of Harding for the 2013 contract by September 15, 2012.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed as of the day and year written below.

ATTEST:



TOWNSHIP OF HARDING

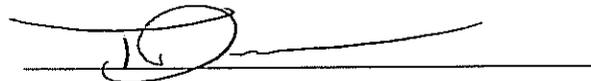


Date Signed: 01/07/2008

ATTEST:



POLICEMAN'S BENEVOLENT
ASSOCIATION LOCAL NO 340



Date Signed: 1/7/09



Date Signed: 1/6/09

Pat R. Cull
D. =

