

CONTRACT AGREEMENT
BETWEEN

THE TOWNSHIP OF ELK
GLOUCESTER COUNTY, NEW JERSEY
AND
LANCE HITZELBERGER,
CHIEF OF POLICE
ELK TOWNSHIP POLICE DEPARTMENT

EFFECTIVE JULY 1, 2024 through
DECEMBER 31, 2026

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CONTRACT AGREEMENT

**CHIEF OF POLICE, LANCE HITZELBERGER
July 1, 2024 through December 31, 2026**

The parties hereto, the Township of Elk (hereinafter referred to as the "Township") and Chief Lance Hitzelberger (hereinafter referred to as the "Chief"), mutually agree as follows:

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

This Contract is intended to establish and govern the compensation and other employment benefits relating to the Chief of Police during the term hereof.

ARTICLE I - GENERAL DUTIES AND RESPONSIBILITIES

SECTION 1

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

SECTION 2

The Chief shall devote the time and effort that is necessary for him to fully and faithfully perform the duties and responsibilities of Chief of Police in accordance with "New Jersey Statute 40A:14-118," and "Chapter 28 of Police Department" of the Elk Township Municipal Code. The Chief of Police shall agree to perform at all times faithfully, industriously, and to the best of his abilities, experiences and talent, all of the duties and responsibilities that may be required of him.

SECTION 3

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

SECTION 4

The Chief shall attend Township functions, including:

1. Township Committee Business meetings
2. Special sessions held by Township Committee as requested by the liaison to the police department.

ARTICLE II - CHAIN OF COMMAND

SECTION 1

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

SECTION 2

The Elk Township Committee in its entirety is the APPROPRIATE AUTHORITY, Committee, by way of the Township of Elk Code "Chapter 28 POLICE DEPARTMENT," has created a direct link between the Appropriate Authority and Chief of Police by appointing a liaison to the police department. This therefore establishes a Chain of Command.

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

ARTICLE III - MANAGEMENT RIGHTS

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

ARTICLE IV - SALARY SCHEDULE

Effective July 1, 2024 through December 31, 2026, salaries for the Chief of Police shall be set forth in, and provided for by Township Salary Ordinances for 2024, 2025 and 2026 per the Salary Schedule set below:

2024	3% 2025	3% 2026
(Upon Appointment to Chief)	(As of Jan. 1)	(As of Jan. 1)
\$ 133,248.72	\$ 137,246.18	\$ 141,363.57

ARTICLE V - VACATION

SECTION 1

The Chief of Police shall be entitled to three hundred (300) vacation hours per year. Requests for the use of paid vacation shall be made in four (4) hour increments. Accrued time cannot be prorated.

SECTION 2

The Chief shall disseminate a written order, assigning an "Officer in Charge" for vacation periods of four (4) days or more.

ARTICLE VI - VACATION CARRY-FORWARD

If the Chief is unable to take all of his vacation time permitted under the conditions of this Agreement, the vacation time not used may be carried forward to the following year. Such vacation carryover shall be limited to a maximum of one hundred and twenty (120) hours per year. Additional vacation hours may be carried over with the approval of the liaison to the police department.

ARTICLE VII - HOLIDAYS

The Chief shall be scheduled off and paid for the following holidays. If the Chief decides to be compensated in Comp time instead of pay, that would be his decision at the time of the holiday.

New Year's Day	Christmas	Flag Day
Easter	Labor Day	Veteran's Day
Memorial Day	Good Friday	Christmas Eve
July 4 th	President's Day	Columbus Day
Thanksgiving	Martin Luther King Day	

ARTICLE VIII - SICK LEAVE

SECTION I

The Chief of Police shall be entitled to one hundred and twelve (112) hours sick leave per year. If sick more than three (3) consecutive days the Chief of Police must have a doctor's report. Sick hours may be accumulated from year to year but at no time shall any employee have accumulated more than 500 sick leave hours in total. Said accumulated days shall be reduced by reason of sick leave used during the employee's tenure with the Township. Such sick days shall be used as a sick leave only. Any officer may sell back to the Township sick hours at a rate of eight (8) hours pay for sixteen (16) hours when he leaves the department or has accrued 240 hours. The sell back will be exercised yearly. Accrued time cannot be prorated.

SECTION 2

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

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

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

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

ARTICLE IX - PERSONAL DAYS

SECTION I

The Chief shall be given forty-eight (48) hours of personal time each year. Accrued time cannot be prorated. Upon retirement, the Chief will not be paid for unused Personal Days.

SECTION 2 - Leave of Absence Due to Familial Death

In the event of the death of: Father, Mother, Grandfather, Grandmother, Husband, Wife, Son, Daughter, Brother, Sister, Father-in-Law, Mother-in-Law, Son-in-Law, Daughter-in-Law (including step relations), the Chief will be allowed from day of death, five (5) consecutive

regular working days off with pay. For grandchild, niece, nephew, aunt, uncle, brother/sister-in-law, or any person in the household for whom the member is legal guardian, the Chief shall be granted from day of death, three (3) consecutive regular days off with pay. Exceptions to this article may be made at the discretion of the liaison to the police department where the deceased is buried in another city, and the Chief would be unable to return on duty on time with the allotted leave granted.

ARTICLE X – UNIFORMS, SUPPLIES AND EQUIPMENT

SECTION 1

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

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

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

SECTION 2

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

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

SECTION 3

Orders for clothing and equipment may be placed as needed throughout the year. The Chief should not commit to uniform or equipment purchases prior to speaking with the Chief Financial Officer for approval.

ARTICLE XI - VEHICLE

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

ARTICLE XII - RESERVED

ARTICLE XIII - PROFESSIONAL ORGANIZATIONS

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

ARTICLE XIV - CONTINUING EDUCATION

SECTION 1 - Tuition Reimbursement

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

Chief shall submit tuition requests in writing to the liaison to the police department. The Chief shall then forward approved requests to Financial Office for payment.

SECTION 2 - Educational Programs

The Chief shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted or sponsored by the International Association of Chiefs of Police, New Jersey Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigation (National Academy upon acceptance), or any other educational program of a management or supervisory nature. All expenses, such as travel, room, food, tuition, special clothing, books, or any other charges connected with the educational program shall be borne by the Township. In no event shall the Township be required to pay or reimburse the Chief of Police for expenses of any class, course, schools, or educational program unrelated to police activities and management thereof.

ARTICLE XV - RESERVED

ARTICLE XVI - MEDICAL INSURANCE BENEFITS

SECTION 1

The requirements for premium sharing for health benefits and other benefit and pension

contributions shall be in accordance with the New Jersey Public Law until retirement.

SECTION 2

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

The Chief shall receive the following medical benefits:

- a. Any medical and prescription drug plans offered under New Jersey State Health Benefits Program (SHBP)
- b. Group Major Medical
- c. Workers' Compensation
- d. Accident and Health Benefits
- e. Dental Coverage
- f. Waiver of Health Benefits

The Chief will also be eligible for any improvements or upgrades that are offered to other Township employees at no additional cost. If there is an anticipated change of any medical plan(s), or carrier, the Chief shall be given advance notice by the Township

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

SECTION 3 - Mandatory Medical Examinations

The Chief is required to have a complete mandatory medical examination once every other year. It will be the responsibility of the Chief to schedule his own medical exam through his medical insurance provider, and submit the bill to his insurance provider first for payment. Any expenses resulting from the medical examination not covered by his insurance provider may be submitted to the Township for reimbursement.

- a. The Township will require the Chief of Police to provide proof that all required medical examinations are performed and documented to the liaison to the police department. Township will require the Chief to further submit physician's proof that his mandatory examinations were completed and passed to be able to perform adequate police duties as Chief of Police.
- b. As the result of any medical examination, if a doctor requires a written need for a stress test, the Township will bear the cost.
- c. Medical examinations requested by the Chief during the years that are not

mandatory, will be covered on a limited basis. Limited basis implies written request from physician, or a newly documented medical issue is identified during the non-mandatory year. Expenses for these additional medical exams must be submitted by the Chief to his insurance provider first, for payment. Any expenses resulting from the medical examination not covered by the Chiefs insurance provider may be submitted to the Township for consideration for reimbursement.

- d. Medical examinations are critical health and safety component for the Chief. Likewise, the results of these examinations are equally important, and any/all negative results from the medical examinations are required to be communicated by the Chief to the liaison to the police department, only if the negative result(s) could hinder the performance of his duties or potentially risk other police officers on the force.

SECTION 4 - Communicable Diseases

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

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

SECTION 5-Retirement Benefits

Retirement benefits will be provided under the following conditions:

- a. The Township shall provide health insurance, prescription benefits, dental and reimbursement of Medicare Part B premiums for the retired Chief and his dependents, including surviving spouse, where the employee has retired in good standing, or on disability, from the Township, under the Police and Firemen's Retirement System, with health care contributions made in accordance with the terms of P.L. 2011, Chapter 78.
- b. If retiree becomes employed, and is eligible for and accepts health benefits with dependent coverage that is equal to or better than those offered by the Township at no cost to the retiree or spouse, it will be the responsibility of the retiree or spouse to contact the Township to cancel their current retirement health benefits from the Township.
- c. In the event of the death of a retiree, the surviving spouse is entitled to receive

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

- d. In the event that the Township opts to change retirement health benefit coverage, the retiree is entitled to benefits equal to or better than those offered by the Township as of the date of his retirement. Doctor and hospital co-pays shall be equivalent to or better than those offered as of his retirement date.

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

SECTION 1- Work Week

Chief of Police shall work forty (40) hour work week.

SECTION 2 - Call-In

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

SECTION 3 - Schedule Change

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

ARTICLE XVIII - LEGAL AID

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

ARTICLE XIX - GRIEVANCE PROCEDURE

SECTION 1 - Grievance Procedure

The purpose of this Article is to settle all grievances between the Township and Chief as quickly as possible, so as to foster efficiency and employee morale. A grievance is defined as any dispute between the Township and the Chief involving the application, interpretation or an alleged

violation of this Agreement. It shall be understood that ONLY the interpretation and the application of the specific provision of this Agreement and disciplinary action can be grieved.

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

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

STEP B - Upon compliance with the requirements of Step A, the Township Committee shall conduct a hearing at which time the Chief, the liaison to the police department, and all parties involved in the complaint shall be present. The Committee shall make all reasonable attempts to reach a settlement that is satisfactory to all parties. If an amicable settlement is not reached, the Township Committee shall within ten (10) days, render a written decision and serve same upon the respective parties.

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

SECTION 2 - Arbitration

If the Chief disagrees with or objects to the decision of the Township Committee, he may file for arbitration within twenty (20) working days of the receipt of the decision of the Committee. Said request for arbitration may also be filed for by the Township. The filing party shall serve written notice of same with the other party.

The parties shall immediately attempt to mutually agree to an impartial arbitrator. Should the parties fail to agree, they shall obtain the services of the New Jersey Public Employment Relations Commission and shall be bound by their rules and regulations. The cost of the arbitrator shall be shared equally by the Township and the Chief. The decision of the arbitrator shall be final and binding on both parties.

The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him. The arbitrator shall be further bound by the laws of the State of

New Jersey and the United States of America, and the decisions of those respective courts where applicable.

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

SECTION 3

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

ARTICLE XX - MEMBERSHIP DUES

SECTION 1

The Township shall deduct dues from the wages of members of Elk Township PBA Local #122, who have filed with the Township a proper dues deduction authorization card as required by the laws of the State of New Jersey. The PBA shall advise the Township of the fixed and standard dues of its members. The Township shall deduct a proportionate amount from the bi-weekly paycheck, and deliver to the PBA on the first of each month, the previous month's dues collection.

SECTION 2

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

ARTICLE XXI-NEGOTIATIONS PROCEDURE

SECTION 1

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

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

In the event of a merger of police department(s) with another municipality and/or a shared

service agreement to provide joint police services with another municipality, the Parties shall re-open this agreement to negotiate the Chief's compensation for increased responsibilities, duties, coverage, and supervision arising from the merger and/or shared service.

SECTION 2

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

ARTICLE XXII - REQUEST OF WRITTEN MODIFICATION

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

ARTICLE XXIII - RETROACTIVITY

Unless otherwise specified, all the terms and conditions of this Agreement are retroactive to July 1, 2024.

ARTICLE XXIV - RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, and benefits which the Chief of Police has heretofore enjoyed as of July 1, 2024, and is presently enjoying, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect. The Chief of Police shall receive contractual benefits that are no less than the benefits offered to rank and file employees in the January 1, 2024, through December 31, 2028 contract between Elk Township and PBA Local 122 and any successor contract thereto.

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

ARTICLE XXV - SAVINGS CLAUSE

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

ARTICLE XXVI- DURATION

SECTION I

This Agreement shall become effective July 1, 2024 and shall terminate on December 31, 2026

or until a successor agreement is negotiated between the parties.

SECTION 2

In the event a new contract has not been successfully negotiated and finalized by December 31, 2026, all terms of this contract shall remain in effect until such time as a contract retroactive to January 1, 2027 is in place.

ARTICLE XXVII - MUTUAL UNDERSTANDING

SECTION 1

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

SECTION 2

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

SECTION 3

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

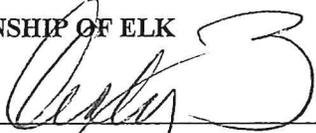
ARTICLE XXVIII - ACCRUED TIME CLAUSE

In the event that the Chief of Police decides to use all of his accrued time which includes sick, vacation, personal days, and comp time at the end of his career, he will not be denied or disciplined for doing so. The Chief will provide 3 months written notice that he plans on taking this action. This clause in the contract will save the Township monetary hardship at the time of retirement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

TOWNSHIP OF ELK



Name: Carolyn King-Sammons, Mayor

Date: 12/30/24

CHIEF HITZELBERGER



Date: 11/21/2024



Name: Debbie Pine, Municipal Clerk

Date: 12/30/2024

