RESOLUTION 2026-181

RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF CHATHAM ENTERING INTO MEMORANDUM OF AGREEMENT WITH POLICE CHIEF THOMAS MILLER

BE IT RESOLVED, that the Township Committee of the Township of Chatham hereby authorizes the attached Memorandum of Agreement with Police Chief Thomas Miller.

Adopted: November 10, 2026

TOWNSHIP OF CHATHAM IN
THE COUNTY OF MORRIS

Attest:

Gregory J. LaConte, Clerk

By _____
Jennifer Rowland, Mayor

MEMORANDUM OF AGREEMENT

BETWEEN

TOWNSHIP OF CHATHAM

AND

THOMAS A. MILLER, CHIEF OF POLICE

January 1, 2027

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I. AGREEMENT

THIS AGREEMENT, made on December ___, 2027 by and between the TOWNSHIP OF CHATHAM, in the County of Morris, a municipal corporation of the State of New Jersey (hereinafter the "Township"); and Thomas Miller, Chief of Police (hereinafter the "Chief"). In consideration of the covenants, undertakings, terms and conditions herein contained, it is agreed by and between the parties hereto as follows:

II. TERM

This contract shall be for a term commencing on January 1, 2027. Chief Millers' Employment shall be indeterminate and continuous, and his discharge, suspension, fine, removal or demotion shall proceed in accordance with N.J.S.A. 40A:14-147-151, the Attorney General's Internal Affairs Policy and Procedures and the New Jersey Law Enforcement Officers' Protection Act, as supplemented and amended.

III. APPLICABILITY

The provisions of this Agreement shall apply to Thomas A. Miller, Chief of Police.

IV. SALARY

The Chief's Annual salary shall be as follows:

2027: $217,000

2028: $223,510

2029: $230,215

The parties to this Agreement specifically agree that, as a specific component of and as consideration for this Agreement, the Chief hereby waives any and all claims he has or otherwise might have against the Township regarding any and all aspects of the Chief's salary, benefits, and any other form of compensation from the beginning of time up to December 31, 2022.

V. WORKWEEK & LEAVE TIME

Due to the nature of the law enforcement profession, the Chief is permitted to have flexible hours. Any hours worked in excess of forty (40) hours per week, which shall be defined as Sunday through Saturday, will be credited, on an hour-for-hour basis, to the Chief's 'administrative leave time' bank.
Administrative Time earned by the Chief in connection with his police duties shall be utilized during his tenure as an officer and shall not be compensable.

VI. PAY PERIOD

All pay periods shall be in accordance with the Township's payroll procedures for all other Township employees.

VII. VACATIONS & PERSONAL LEAVE

The Chief shall be entitled to twenty-seven (27) vacation days per year. Vacation and personal days shall be based on twenty-seven (27) eight (8) hour days, or 216 hours per year.

The Chief shall be entitled to carry Seventy-two (72) accrued vacation hours forward into the next succeeding calendar year. In his last year of service, he will be eligible to take a total of two hundred forty (240) hours of vacation time.

Unused vacation time, up to thirty (30) days may be accumulated and used at time of separation from service. If the Chief desires to accumulate time he must notify the Township Administrator prior to December 31st of the current year.

As reflected in the CBA of Chatham Township PBA Local # 170, the Chief shall be entitled to forty-eight (48) hours of Personal Time as outlined in Article 14, Paragraph 6, Page 17.

VIII. BEREAVEMENT LEAVE

The Chief shall be excused from work for up to a maximum of five (5) eight (8) hour days or a total of forty (40) hours with pay in the event of death of a member of his immediate family, which shall include his wife, children, parents, brothers, sisters, mother-in-law, father-in-law or any relative regularly living in his household.

IX. SICK LEAVE

Chief Miller shall be credited with his existing bank of sick leave hours (2080), shall accrue additional hours at the rate of fifteen (15) eight (8) hour days or 120 hours annually which may be accumulated for use. There shall be no cap as to the amount of sick time that the Chief can have accrued.

Upon retirement, Chief Miller shall be entitled to receive payment for accumulated and unused sick leave hours at the rate of two thirds of all accumulated hours to a maximum of $20,000.00 and may opt to convert and use the time as "terminal leave" leading up to the retirement date at the rate of 8-hours for every 16 hours accumulated.

No additional time shall accrue during said period of terminal leave.

X. UNIFORMS

The Chief shall be provided with Chatham Township Police uniforms and associated police equipment necessary to perform his duties, to be paid for by the Township through normal purchasing procedures. Article 11, Paragraphs 1 through 5 on Page 13 of the CBA of the Chatham Township PBA Local 170 outline the procedures that will be followed.

XI. HOSPITALIZATION

The Township shall provide the Chief with the same health and medical insurance provided to all other employees of the Township.

Chief Miller will be eligible, upon retirement in good standing, from the Township's employ with 25 or more years of service vested in the P.F.R.S. to have the Township pay the premium charges for himself and his spouse to whom he is married at the time of retirement, while remaining married, and their dependent children in regard to insurance coverage. In addition, the Township shall be responsible for the payment of Medicare charges for him and his spouse to whom he is married at the time of retirement while remaining married. Chief Miller shall contribute to the cost of the health insurance premium in accordance with applicable State Statutes.

XII. REIMBURSEMENT FOR EXPENSES

The Chief shall be reimbursed or afforded expense funds for all expenditures not otherwise compensable by the Township, incurred by the Chief for job-related

functions, as long as these expenses have been budgeted for and receive prior approval from the Township Administrator. A function shall be job related if it occurs during or results from the performance of police duties and is not otherwise compensated.

The Chief shall be authorized to attend conferences and conventions with prior approval of the Township Administrator. The Township Administrator may authorize reimbursement to the Chief for expenses incurred in connection with attendance at conferences and conventions in an amount deemed appropriate by the Township Administrator. Examples of conferences include but are not limited to: Accredited Chief/Command Executive Certification Program (ACE), the FBI National Academy, the New Jersey State League of Municipalities seminars and conferences related to Police matters and International City/County Management Association seminars and conferences related to Police matters.

XIII. POLICE CHIEF'S VEHICLE

In recognition of the duties and functions the Chief is expected to perform, and in acknowledgement thereof and Chatham Township's desire to maintain communication with the Chief consistent with the need to protect public health, safety, and welfare in the event of an emergency, sudden event or other unforeseen circumstance, the Township agrees to supply the Chief with an unmarked automobile to be used for police work and for a reasonable amount of personal use. The vehicle provided to the Chief by the Township will be utilized in accordance with the Chatham Township Vehicle Use Policy.

The Chief's assigned vehicle shall not be used by anyone other than the Chief of Police, except in emergency situations, and the Chief may designate other members of the Police Department, as appropriate, to use the vehicle for a designated police purpose.

XIV. OEM DUTIES

If at any time throughout the year the Chief receives a stipend for OEM duties, the stipend shall be rolled into his base salary. This additional stipend shall not be used to calculate the 10% differential between the Chief and Lieutenants' annual salary.

XV. OUTSIDE EMPLOYMENT

It is understood that the Chief will consider his position with the Township as his primary employment. Outside employment by the Chief while off duty shall not be permitted if such employment will interfere with the Chief's performance of his job or compromise his position with the Police Department through conflict of interest. Prior approval from the Township Administrator for outside employment is required.

XVI. SEVERABILITY

If any provision of this Agreement between the parties shall be held by operation of law or administrative agency of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall continue in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals or caused these presents to be signed by the proper corporate officers and the corporate seal to be hereto affixed on the day and year first above written.

Attest:

_____ _____

Gregory LaConte, Clerk Jennifer Rowland, Mayor

Date: _____ Date: _____

Witness:

_____ _____

Name:

_____ Thomas Miller, Chief of Police

Date: _____ Date: _____