

AGREEMENT BETWEEN
THE BOROUGH OF SOUTH BOUND BROOK
AND
THE CHIEF OF POLICE OF
THE BOROUGH OF SOUTH BOUND BROOK

**EMPLOYMENT AGREEMENT BY AND BETWEEN
THE BOROUGH OF SOUTH BOUND BROOK AND THE CHIEF OF POLICE OF
THIS BOROUGH OF SOUTH BOUND BROOK**

This Agreement dated August 13, 2024 is by and between the **Borough of South Bound Brook**, a municipal corporation of the County of Somerset, State of New Jersey (herein after referred to as the “**Borough**” or “**Employer**”) and **Douglas P. LaGrua**, (herein referred to as “**Employee**”, “**LaGrua**,” or “**Chief**”) collectively referred to as the “**Parties**.” This Agreement describes the terms of employment of LaGrua with the intent of promoting a harmonious relationship so that more effective and progressive public service may be rendered.

Whereas, Douglas P. LaGrua has been appointed as the Officer in Charge of the Police Department since March 13, 2024, and

Whereas, the Borough and LaGrua wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties, and

Whereas, the parties agree by execution of this agreement that Douglas P. LaGrua shall become the Chief of Police immediately upon the effective date of this agreement and that the rights, entitlements and benefits set forth in this Agreement shall not be diminished or modified where agreement to in writing by the Parties.

Now, therefor for good cause, intending to be bound the parties do hereby agree as follows:

BACKGROUND – ARTICLE 1

EMPLOYMENT:

The Borough agrees to employ **Douglas P. LaGrua** as the Chief of Police of the Borough of South Bound Brook for a term of no less than four years from the Effective Date to be continued thereafter in accordance with the terms stated herein until retirement, resignation,

or other reasons stated herein for separation from the position of Chief of Police. The Effective Date of this Agreement to employ LaGrua as Chief of Police for the Borough shall be in August 2024 as the date of his appointment is formally approved by the governing body.

In accordance with the protections and requirements of N.J.S.A. Title 40A, including but not limited to, N.J.S.A. 40A:14-118, as well as South Bound Brook Borough Ordinance 2-22.3 et. seq. and all other applicable State laws, statutes, rules and regulations, as well as all other relevant Borough Ordinances and resolutions the Police Chief is and shall be the executive head of the Police Department responsible for its effective and efficient operations. This agreement establishes terms and conditions for the position of Chief of Police.

ARTICLE 2 – DURATION OF TERM

This four-year Agreement shall have an initial term of four years from its Effective date in August 2024; it shall be renewed for a two (2) year term at its expiration with a 3.5% annual increase and following such term shall continue in full force with the same annual increases until a successor agreement is agreed upon.

ARTICLE 3 – DUTIES AND RESPONSIBILITIES OF THE CHIEF OF POLICE

The Chief of Police shall perform his duties in a diligent manner in conformance with New Jersey State Statute N.J.S.A. 40A:14-118, in compliance with Borough ordinances, and in accord with the regulations and policies established by the New Jersey Attorney General's office. The responsibilities of the Chief of Police shall include, but not be limited to, the following:

- A. Conduct and manage the day-to-day operations of the Police Department;
- B. Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the police force, its officers and personnel;
- C. Exercise and discharge the functions, powers, and duties of the police force;

- D. Delegate such authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;
- E. Prescribe the duties and assignments of all subordinates and other personnel;
- F. Report as directed to the Appropriate Authority, which is currently the Borough Administrator, regarding the operation of the Police Department. For clarity, references herein to the Borough Administrator shall mean the Appropriate Authority.
- G. Nothing herein shall be construed as limiting the position and authority granted to the Police Chief under applicable laws and regulations.

ARTICLE 4 – WORKWEEK

The position of Chief of Police is a salaried position compensated pursuant to the Compensation Section in this Agreement, which total compensation herein recognizes the demands of the position, the limitations in earnings for outside work, and the fact that hours of work vary based on specific assignments, seasonal demands or other factors. The Parties endorse flexibility with regard to specific work hours and will allow the Chief to adjust normal working hours from a standard Monday – Friday workweek as conditions require to enable him to complete duties of his office, attend meetings, and complete critical work tasks or handle emergency conditions as they arise, the goal being the efficient operation of the force. In addition, unless precluded by operational matters/emergencies that require his presence, the Chief shall be eligible for early hours off on Fridays during the summer months that are approved by the Borough Administrator.

ARTICLE 5 – HOLIDAYS AND TIME OFF

The Borough designates the following holidays for the life of this Agreement:

New Year's Day
Good Friday
Independence Day
Veteran's Day
Christmas Eve Day

Martin Luther King's Day
Memorial Day
Labor Day
Thanksgiving
Christmas

President's Day
Juneteenth
Columbus Day
Friday After Thanksgiving

In addition, the Chief of Police is allotted one (1) paid floating holiday per calendar year for General Election Day (floating Holiday). The Chief recognizes no additional pay shall be issued for the above holidays, except that if he works such a holiday, he will be entitled to an alternate day off to be agreed upon with the Borough Administrator.

ARTICLE 6 VACATION LEAVE

The Chief of Police shall be entitled to an annual paid vacation of three-hundred twenty-four (324) hours. The vacation time above can be taken any time from January 1st through December 31st, subject to a limit of two weeks' vacation in a row unless a longer vacation is requested by the Chief and approved by the Borough Administrator. The Chief of Police shall notify the Borough Administrator of his intent to schedule vacation time at a reasonable time prior to the scheduled vacation period starting in Calendar Year 2025, no more than 40 (forty) hours of such annual vacation time maybe carried over to the following year without the express permission of the Borough Administrator. Any of the vacation hours that are accrued currently as of the Effective Date of his appointment that are not used by 12/31/24 shall be banked and not forfeited and may be used by LaGrua prior to his retirement or the end of his employment with the Borough pursuant to a schedule prepared by the Chief and approved by the Borough Administrator, which approval shall not be unreasonably withdrawn; and if the use of such hours is not approved by the Borough Administrator they shall be paid over a mutually agreed to schedule.

ARTICLE 7 PERSONAL LEAVE

The Chief shall receive forty-eight (48) hours of paid "personal" leave each calendar year. The Chief shall notify the Borough Administrator of his intent to utilize personal leave within reasonable time prior to the scheduled personal leave. In the event of an emergency, the Chief of Police should notify the Borough Administrator of his intent to utilize personal leave as soon as reasonably possible.

Eight (8) hours of personal leave may be carried over into the first quarter of the following year if the Chief desires to do so; however, he must inform the Borough Administrator of that no later than 30 days prior to the end of the calendar year of that intention. Should the Chief not utilize the carried over personal leave in the next year's first calendar quarter, that leave will be forfeited.

ARTICLE 8 – SICK LEAVE – DISABILITY – WORK RELATED INJURY/ABSENCE

The Chief of Police shall receive one hundred and sixty-eight (168) hours of sick time per year. Sick leave may be used by the Chief of Police for personal illness; for illness in his immediate family, which requires his personal attendance to care for the ill person; per quarantine restrictions; related to pregnancy of the spouse; or for disabling injury not otherwise covered by leave provisions. The term immediate family for the purpose of this paragraph shall include spouse, brother, sister, child, parents, parents of his spouse, or any other member of his household.

The sick leave bank containing 2,400 (two-thousand four- hundred) hours of sick time compensation as of December 31, 2023 plus the additional 168 (one hundred sixty-eight) hours for the current Calendar year less any time used shall be retained and used in accordance with benefit and leave provisions that are equal to or better than those in the 2022-2026 contract

between the PBA and the Borough (hereinafter referred to as "PBA contract") including but not limited to those in Articles 9, 17, and 18.

A. In the event that the Chief becomes disabled for non-work-related reasons he shall continue to receive his full rate of pay and shall return any monies received through such disability insurance payments to the Borough. The amount being paid by the Borough (not by any insurer) shall be charged against existing sick leave in an amount equal to hourly value of such payments.

B. If the Chief is absent because of disability caused in the usual course of his employment, i.e., for work-related reasons he shall continue to receive his full rate of pay consistent with treatment of law enforcement officers covered by the PBA contract.

ARTICLE 9 – OTHER LEAVES AND BENEFITS

A. The Chief shall receive funeral leave consistent with terms of the PBA contract including but not limited to Article 29, as well as Borough policy, if greater bereavement benefits are extended therein. Funeral leave time shall not be charged against sick, personal, or vacation leave.

B. All benefits, protections, and entitlements stated in the PBA contract including but not limited to those stated in Articles 9, 17, 18, 24, 25, and 29-32 shall be retained and extended to the Chief by this Agreement.

C. In the event that benefits, protections, and entitlements in the PBA contract are modified in a subsequent agreement, the Chief shall continue to receive benefits, protections, and entitlements that are consistent with those in the 2022-2026 PBA contract.

ARTICLE 10 – COMPENSATION

Retroactive to June 1, 2024 in recognition of his service as the Office in Charge and continuing thru the end of Calendar Year 2024 LaGrua shall receive bi-monthly pay at a salary equal to an annual compensation rate at \$186,000. The retroactive pay owed for time as Officer in Charge prior to permanent appointment to Chief in 2024 shall be paid by the end of Calendar Year 2024.

Effective January 1, 2025 LaGrua shall receive bi-monthly pay at an annual compensation rate that is 3.5% higher than Chief pay for 2024.

Effective January 1, 2026 LaGrua shall receive bi-monthly pay at an annual compensation rate that is 3.5% higher than Chief pay for 2025.

Effective January 1, 2027 LaGrua shall receive bi-monthly pay at an annual compensation rate that is 3.5% higher than Chief pay for 2026.

Effective January 1, 2028 LaGrua shall receive bi-monthly pay at an annual compensation rate that is 3.5% higher than Chief pay for 2027.

Successor salary percentage increases per year starting in January 2029 shall be at 3.5% per annum for the two-year extension and thereafter the annual increases shall be at 3.5% per year effective on January 1 until a successor agreement is agreed upon.

No Overtime Pay:

The Chief agrees he is not entitled to receive nor is he eligible to receive overtime pay or any other compensation/leave for overtime in his capacity as Chief of Police. The parties agree the Chief has accumulated a compensatory time bank of four hundred and eighty (480) hours which will remain or may be paid out at current salary, if requested by the Chief, subject to a maximum payout of 80 hours per year if paid prior to retirement.

The Chief shall be eligible for rotating extra duty assignments which are assigned by an outside company, currently Jobs4Blue, and shall be paid the same hourly rate as other Officers/Superiors in the department for such extra duty assignments.

Increment For Higher Education:

The Chief of Police will receive \$725.00 per year payable on the 15th of December for having obtained a master's degree.

Stipends For EMT And Other Positions:

The Chief of Police will receive the following annual stipends if holding or having the following certifications and/or such positions during the year:

Emergency Medical Technician - \$1,000 per year

Director of Public Safety – \$2,500 per year

Office of Emergency Management Coordinator - \$2,000 per year

All payments shall be made in one lump sum payment, payable on the 15th of December.

ARTICLE 11 – LOST OR DAMAGED EQUIPMENT

The Borough shall repair or replace any item of the Chief of Police designated uniform or equipment that is lost or damaged in the performance of his duties, provided that such loss or damage was not a result of negligence on his part. In the latter case, repair and replacement shall be at his own expense.

The Borough shall repair or replace articles of personal property of the Chief of Police commonly worn while working, these items include but not limited to watches, all eyewear and contact lenses, which is lost or damaged in the performance of his duty, provided that such loss or damage is not a result of negligence on his part. In the latter case, repair or replacement shall be at his own expense.

Any loss or damage shall be immediately reported to the Borough Administrator. In the event of damage, the items shall be turned over to the Borough Administrator. The reimbursement received on the above conditions will be up to \$300 per item.

ARTICLE 12 – BULLETPROOF VESTS

The Borough shall pay for one (1) bulletproof vest for the Chief of Police. The vest shall at least meet or exceed the specifications and quality of the vests utilized during the preceding year. The vests shall have a service life estimated at five (5) years, which is designated by the manufacturer's specifications. This service life is designated by the manufacturer's specifications. The vest shall be replaced at the end of its service life.

ARTICLE 13 – CLOTHING ALLOWANCE/MAINTENANCE

The Chief of Police shall be provided one-thousand one hundred seventy-five (\$1,175) in clothing allowance and maintenance payable in lump sum less applicable tax and other deductions as required by law, on the 30th of April of the Calendar year.

The Chief of Police shall dress professionally, whether in uniform or in other appropriate attire for daily department business, meetings, or training. It is also understood that the Chief may need to come in to attend to emergent issues during hours outside of his normal working hours and may be dressed more informally on occasions.

ARTICLE 14 – RETIREMENT/LEAVING EMPLOYMENT

A. If LaGrua retires from the Borough he shall receive retiree medical benefits at the level equal to or better than those provided by the 2022-2026 PBA contract.

B. Upon retirement or otherwise leaving employment at the Borough, LaGrua shall be entitled to a payout for any accrued and unused vacation, personal, comp time, and sick leave. All such accrued payouts at retirement shall be paid out in a lump sum within 30-days or in equal

quarterly installments over a maximum of three years from end of employment.

C. The Chief shall be entitled to terminal leave as per the PBA contract.

D. In the event LaGrua dies prior to retirement while employed by the Borough, his estate shall be entitled to compensation for all accumulated and unused time and any other benefits provided him in the PBA contract.

E. Following his retirement, the Borough shall continue to indemnify and defend the Chief for all actions taken as Chief and if he is called upon to appear or assist in any proceeding shall pay him at the last hourly rate he received when employed.

ARTICLE 15 – DENTAL PLAN

The Chief of Police shall receive the benefit of a family dental plan provided by the Borough to all Police Officers consistent with the 2022-2026 PBA contract. There are no dental benefits paid by the Borough after the Chief retires.

ARTICLE 16 – HEALTH BENEFITS

The Chief shall be entitled to medical insurance and/or payments that are equal to or better than what he is currently entitled to receive under the 2022-2026 PBA contract for the term of the Agreement or any extreme unless otherwise mutually agreed.

ARTICLE 17 - LEGAL AID

The Borough shall provide legal indemnification and defense of the Chief in suits or other legal proceedings against him arising from incidents in the line of duty in accordance with current state statutes. This shall not be applicable in any disciplinary or criminal proceedings instituted against the Chief. However, if exonerated in such a proceeding he shall be reimbursed for such costs at the Borough rate.

The attorney selected shall be satisfactory to the Chief of Police. In the event that the

Chief of Police utilizes counsel other than that supplied by the Borough, the fees and costs shall be agreed upon by the attorney and the Borough prior to the attorney performing any such services.

ARTICLE 18 – PERSONAL USE OF POLICE VEHICLE

The Chief of Police shall be provided with an unmarked vehicle for his sole use, in which the Borough will pay for all attendant operating and maintenance costs as well as insurance assessments. This vehicle is to be used by the Chief in connection with the Chief's performance of his official duties, and for his professional development. The vehicle may be used by the Chief of Police for personal reasons, as the Chief of Police is on-call in the event of an emergency. It is understood that the vehicle shall not be used when the Chief is on vacation out of state. The vehicle will be exempt from taxation consistent with IRS regulations.

ARTICLE 19 – ASSOCIATION DUES, TRAINING, AND LICENSING

The Borough shall reimburse and/or pay for all reasonable expenses associated with the Chief of Police's professional association dues, conferences, seminars, training, and police licensing.

ARTICLE 20 – TUITION REIMBURSEMENT

The Borough will reimburse the Chief of Police for tuition fees, books, and related costs in accordance with Article 24 of the 2022-2026 PBA contract.

ARTICLE 21 - CHIEF APPOINTMENT – TERMINATION

A. The permanent appointment of LaGrua to serve as Chief as of the Effective Date shall be only be terminable by the Borough for cause under law including Title 40A and per the terms set forth below.

In the event the Borough alleges that there is cause for removing LaGrua from the

position of Chief or taking any other disciplinary action it shall be required to present a notice of such charges and proofs in support to LaGrua. Any such charge alleging cause for removal from the position of Chief or termination, other than for conduct that is willful, malicious, or illegal, shall require proof that LaGrua has willfully failed to perform material duties 30-days after having been given notice and opportunity to cure the identified deficiencies in performance as Chief. Upon receiving such charges, LaGrua may appeal to the Borough Administrator and a hearing presided over by a mutually selected independent hearing officer shall be scheduled. LaGrua may be represented by counsel and will be entitled to discovery in advance of any hearing. An immediate suspension may be ordered prior to the hearing only when there is alleged illegal conduct.

In the event that the independent hearing officer sustains the disciplinary action sought LaGrua shall retain all right to appeal per the procedural protections and procedures applicable to discipline of law enforcement officers under law as well as any additional protections extended per terms of the 2022-2026 PBA contract.

B. LaGrua may, upon 30-days' notice to the Borough Administrator, return to his current title of Lieutenant without providing any "good reason" or cause. Such right to return to his Lieutenant position may be exercised even after charges have been issued. Upon return to Lieutenant position his salary shall revert back to the current PBA agreement for salary and all other terms, except that he shall continue at the Chief's salary if he is expected to work as the OIC while in the rank of a Lieutenant.

ARTICLE 22 – SERVICE WEAPON

The Chief of Police shall receive his service weapon upon retirement pursuant to law.

ARTICLE 23 – TERMINATION OF AGREEMENT TO SERVE AS CHIEF

Unless retiring due to disability or returning voluntarily to the position of Lieutenant, the Chief shall give at least 90-days' notice to the Borough of intent to retire.

ARTICLE 24 – CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

Except as otherwise provided herein, all rights, privileges, benefits, interpretations, and practices that LaGrua enjoys in his current rank as Lieutenant shall be maintained and continued by the Employer during the term of this agreement.

ARTICLE 25 – ENTIRE AGREEMENT

This Agreement represents and incorporates the complete and final understanding between the Parties on all issues which form the subject matter of this contract.

In the event of any conflict or dispute, it shall be resolved first through non-binding alternative dispute resolution and if not settled, then through binding arbitration in accordance with the rules of the American Arbitration Association, if requested by the Chief of Police.

ARTICLE 26 – SEPARABILITY AND SAVINGS AND APPLICATION

If any provision of this Agreement with the Chief of Police is held to be invalid by operation of law or by a court to other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

In the event that the appointment of LaGrua or this Agreement is invalidated for any reason, other than for cause or fault of LaGrua, the then remaining salary, compensation and benefits set forth in this Agreement shall be paid in full in accordance with the terms set forth herein without diminution.

ARTICLE 27 – APPLICABLE LAW

This Agreement is made under the laws of the State of New Jersey and shall be governed by and construed in accordance with such laws.

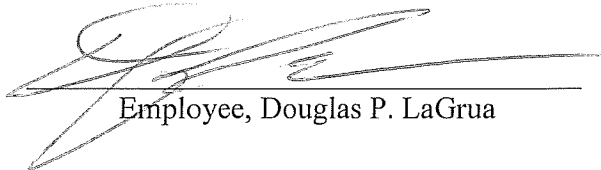
ARTICLE 27 – Continuing Terms

Should the parties hereto fail to reach an agreement for a new agreement, the terms and conditions of this contract shall continue in full force and effect until a new agreement changing such terms and conditions is agreed upon.

IN WITNESS THEREOF, the parties, having authority to enter into these terms and bind their respective party have hereto caused this document to be properly signed and sealed this 13th day of August, 2024.



Borough of South Bound Brook
Borough Administrator, Christina Fischer



Employee, Douglas P. LaGrue