

EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF LITTLE SILVER AND
DANIEL SHAFFERY TO SERVE AS
CHIEF OF POLICE

JANUARY 1, 2019 THROUGH AND INCLUDING DECEMBER 31, 2023

TABLE OF CONTENTS

PREAMBLE.....	2
ARTICLE I – SEVERABILITY AND SAVINGS CLAUSE.....	2
ARTICLE II – RESPONSIBILITIES OF THE CHIEF OF POLICE	2
ARTICLE III – SALARY.....	3
ARTICLE IV – LONGEVITY.....	3
ARTICLE V – MUTUAL AID.....	3
ARTICLE VI – MANAGEMENT RIGHTS.....	3
ARTICLE VII – HOLIDAYS.....	4
ARTICLE VIII – SICK LEAVE.....	4
ARTICLE IX – BEREAVEMENT LEAVE.....	5
ARTICLE X – BOROUGH VEHICLE.....	6
ARTICLE XI – CLOTHING ALLOWANCE.....	6
ARTICLE XII – DENTAL INSURANCE	6
ARTICLE XIII- HOSPITAL/MEDICAL INSURANCE COVERAGE.....	7
ARTICLE XIV – VACATION.....	7
ARTICLE XV – HOURS OF WORK	8
ARTICLE XVI – PERSONAL DAYS.....	8
ARTICLE XVII – SPECIAL DUTY ASSIGNMENTS.....	8
ARTICLE XVIII – STATE DISABILITY.....	9
ARTICLE XIX – DEATH IN THE LINE OF DUTY.....	9
ARTICLE XX – INSURANCE COVERAGE IN THE EVENT OF EARLY RETIREMENT.....	10
ARTICLE XXI- INSURANCE COVERAGE UPON RETIREMENT.....	10

ARTICLE XXII- LIFE INSURANCE.....	10
ARTICLE XXIII – REDUCTION OF POLICE FORCE.....	10
ARTICLE XXIV – EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES.....	11
ARTICLE XXV – OTHE BENEFITS.....	11
ARTICLE XXVI – DURATION.....	12

PREAMBLE

THIS AGREEMENT, entered into this ____st day of _____, 2019, by and between the Borough of Little Silver, in the County of Monmouth, New Jersey (hereinafter referred to as "Borough"), and Daniel Shaffery (hereinafter referred to as "Chief of Police"), hereby establishes the following terms and conditions of employment for the position of Chief of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Chief of Police.

ARTICLE I SEVERABILITY AND SAVINGS CLAUSE

In the event that any provisions of this Agreement between the parties shall be held by operation of law or by a Court 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 be continued in full force and effect.

ARTICLE II RESPONSIBILITIES OF THE CHIEF OF POLICE

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the Borough, the responsibilities of the appointed Chief of Police shall include the responsibility to:

- a. Conduct and manage the day to day operations of the Police Department.
- b. Administer and enforce rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel.
- c. Have, exercise, and discharge the functions, powers and duties of the police force.
- d. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision.
- e. Prescribe the duties and assignments of all subordinates and other personnel.
- f. Report at least monthly to the Borough Police Committee and/or Chair of said Committee, or by any such other forms as the Borough shall require, as to the operation of the police force during the preceding month.

ARTICLE III
SALARY

The Chief of Police shall receive the following base salary:

2019	\$166,967
2020	\$169,889
2021	\$172,862
2022	\$175,887
2023	\$178,965

ARTICLE IV
LONGEVITY

Effective January 1, 2019, the Borough shall not provide longevity to the Chief.

ARTICLE V
MUTUAL AID

While rendering aid to another community, the Chief of Police, shall be fully covered by workmen's compensation and liability insurance and pension as provided by the Laws of the State of New Jersey.

ARTICLE VI
MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States. Except as otherwise provided in this agreement, the Chief of Police shall be subject to all terms included in the Little Silver Employee Policy Manual. Notwithstanding, nothing contained herein, nor in the Little Silver Employee Policy Manual, shall be construed to remove or limit the authority of the Chief of Police to control the day-to-day operations of the Police Department in accordance with applicable law and/or to implement the regulations of the Police Department.

ARTICLE VII
HOLIDAYS

The following days shall be considered legal holidays during the term of this Agreement. You will be compensated in your base salary for these holidays as it is assumed you will be working these days. The nature of your senior position is that you are available in emergencies; it is left to your discretion as to whether you need to be present in the office on these Holiday. It is understood that the Police Department will be properly staffed 24 hours a day seven days a week and 365 days a year.

New Year's Day
Martin Luther King's Birthday (observed)
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day (observed)
Veterans Day
Election Day
Thanksgiving
Day after Thanksgiving
Christmas Eve (1/2 Day)
Christmas
New Year's Eve Day (1/2 Day)

ARTICLE VIII
SICK LEAVE

SECTION 1. The Chief shall be entitled to sick leave, as needed, not to exceed six (6) consecutive months, subject to the following conditions:

A. Sick leave of three (3) or more consecutive days shall require a note from the Chief's health care provider. Once the Chief has used ten (10) aggregate sick days per year, the Chair of the Police Committee may request a note from the Chief's health care provider for subsequent sick days.

B. Sick leave taken immediately prior to or immediately after a holiday or vacation day must be accompanied by a note from the Chief's health care provider. If no such note is provided, that day shall be taken as a personal day. If no personal time is available, the Chief shall receive the day off without pay.

C. Sick leave is defined as absence from the Chief's post of duty because of personal disability due to illness or injury. Sick leave may not be used to care for a family member or for any purpose other than the Chief's illness or injury.

D. Leave pursuant to the Family and Medical Leave Act ("FMLA") shall be taken concurrently with any sick leave, provided that the reason for the sick leave satisfies the definition of "serious health condition," as defined by the FMLA.

E. This policy does not change or alter in any way the reasonable productivity or performance expectations of the Chief, unless incapacitated.

F. Notwithstanding the sick leave provided by this Section, the Chief may be subject to disciplinary action for "abuse of sick leave" or "chronic or excessive absenteeism" in accordance with law.

G. If sick leave abuse is suspected, the Borough may require the Chief to be examined by a doctor of its choosing to verify the need for sick leave.

H. During any sick leave, the Chief shall be confined to his place of confinement, which location the Chief shall communicate in writing to the Chair of the Police Committee. The Chief may leave his place of confinement to visit a doctor or other health care provider or to visit the pharmacy. The Chief must notify the next ranking officer and/or police desk, which notification shall be documented in CAD/RMS of the need to leave to leave his place of confinement for one of the aforementioned reasons during sick leave. If the Chief fails to provide such notification or does not remain on home confinement during sick leave shall be subject to disciplinary action.

SECTION 2. Sick leave is not cumulative and shall have no cash value.

ARTICLE IX FAMILY ILLNESS AND BEREAVEMENT LEAVE

SECTION 1: Up to seven (7) consecutive scheduled working days shall be granted for leave in case of death, illness or disability in the immediate family of the Chief of Police. Any reasonable proof required by the Police Committee Chairman shall be sufficient to grant time off with pay through the day of the funeral and as necessary as approved travel time. Immediate family shall be defined to consist of spouse, child, stepchild or foster child.

SECTION 2: Up to five (5) consecutive scheduled working days shall be granted for leave in case of death, illness or disability in the extended family of the Chief of Police. Extended family shall be defined to consist of mother, father, step-mother, step-father, mother-in-law, father-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, grandparent and step-grandparent.

SECTION 3: One (1) day shall be for bereavement leave in the case of death in the additional extended family of the Chief of Police. Additional extended family shall be defined to consist of aunt, uncle, niece, nephew and first cousin.

SECTION 4: The Police Committee may approve additional time in its discretion if requested by the Chief.

ARTICLE X BOROUGH VEHICLE

SECTION 1: The Borough agrees to supply the Chief of Police with an unmarked vehicle to be used for police business and for the Chief's in-state personal use. The Chief of Police shall request in writing from the Police Committee Chairman permission when taking the vehicle out of state for other than official business. Said permission must be in writing and shall not be unreasonably withheld.

SECTION 2: The Borough agrees to pay all expenses for the operation and upkeep of the vehicle, such as insurance, tires, gas, oil changes, and any other necessary repairs.

ARTICLE XI CLOTHING ALLOWANCE

SECTION 1: The Borough shall establish a line item budget for the Chief of Police in the amount of \$1,350 for uniform/clothing replacement per calendar year.

ARTICLE XII DENTAL INSURANCE

SECTION 1: The Chief of Police shall be entitled to coverage and benefits as provided to the Borough employees. This Practice shall continue in full force and effect for the duration of this Agreement. The Chief of Police and all eligible dependents (as defined in the most recent explanation of the Health Benefits Booklet and the provided by the State Health Benefits Commission) of the Chief of Police shall be covered under the Dental Insurance Program Subject to applicable deductions inherent in the plan.

SECTION 2: The Chief of Police will remain informed by the Borough Administrator during the insurance bidding process and foster communication between the Borough, the potential insurance carrier and the Chief of Police.

SECTION 3: After an insurance carrier has been retained, the Chief of Police will remain informed about coverage options and have access to the insurance carrier in order to handle his personal questions or complaints.

ARTICLE XIII HOSPITAL MEDICAL INSURANCE COVERAGE

SECTION 1: The Chief of Police shall be entitled to health coverage and benefits as provided to the Borough employees. This Practice shall continue in full force and effect for the duration of this Agreement.

SECTION 2: The Chief of Police will remain informed by the Borough Administrator during the insurance bidding process and foster communication between the Borough, the potential insurance carrier and the Chief of Police.

SECTION 3: After an insurance carrier has been retained, the Chief of Police will remain informed about coverage options and have access to the insurance carrier in order to handle his personal questions or complaints.

SECTION 4: The Chief of Police shall contribute towards Health Insurance Premiums in an amount equal to that required by P.L. 2011, c. 78.

ARTICLE XIV VACATION

The Chief of Police shall receive twenty five (25) vacation days annually with pay.

SECTION 1: Vacation year is defined as that calendar year in which the vacation time is to be taken.

(a) If an official holiday falls during the Chief of Police's vacation period, an additional day of vacation will be granted in lieu of the holiday.

(b) All vacation time must be taken during the current calendar year and may neither be accumulated nor taken consecutively with other vacation time, except by special approval of the Borough Council. Vacation time not used shall be forfeited unless not used due to unforeseen circumstances outside the control of the Chief of Police, wherein said unused vacation time may be used within the first quarter of the following year. All vacation time shall be accrued as of January 1st of the calendar year and shall not be prorated.

ARTICLE XV HOURS OF WORK

The Chief of Police shall spend sufficient time at his job to insure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief of Police shall work a minimum of forty (40) hours per week.

ARTICLE XVI
PERSONAL DAYS

The Chief of Police shall be entitled to five (5) guaranteed personal days with pay annually. All personal days shall be accrued as of January 1st of the calendar year and shall not be prorated.

ARTICLE XVII
SPECIAL DUTY ASSIGNMENTS

SECTION 1: Special duty assignments shall be defined as employment of the Chief of Police by an independent contractor, including private and public entities, for performance of police-related duties.

SECTION 2: The Chief of Police, while engaged in special duty assignments shall be deemed on-duty and shall conform to all police department rules, regulations and procedures. All agreements for special duty assignments shall be contracted in writing between the Borough and the independent contractor. All compensation for special duty assignments shall be paid directly to the Borough and distributed to the Chief of Police through the Borough payroll system.

SECTION 3: Any and all special duty assignments shall be distributed by the Chief of Police or his/her designee on a voluntary basis to all officers by seniority. The Chief of Police, or his/her designee shall also be responsible to ensure that the assigned officer(s) be properly attired, equipped and performs his/her duties in a competent and professional manner. The Chief of Police may assign a patrol vehicle and other police equipment for use in performing the special duty assignment if he/she determines said use is necessary.

It shall be the further duty of the Chief of Police to provide a properly approved bill to the special duty assignment employer and to the Chief Financial Officer on a monthly basis or more frequently if required within his/her discretion. A properly authorized payroll record must also be provided to the Chief Financial Officer by the Chief of Police. Said billing shall be at the rate, net any and all administrative offset, established in the collective bargaining agreement of PBA Local 359 and Borough Ordinance. No administrative fees will be collected by the Borough when the police officer is assigned to work an event scheduled at Red Bank Regional High School or Little Silver School District. Neither the hourly rate nor the administrative fee may be changed by the PBA or the Borough for the duration of this agreement.

SECTION 4: The Chief Financial Officer shall pay the Chief of Police for each special duty assignment at the rate established in the collective bargaining agreement of PBA Local 359 and Borough Ordinance in the next appropriate regular payroll after receipt of invoiced amount by the Borough from the independent contractor (recognizing that all information and monies must be in possession of the Chief Financial Officer no later than 9:00 am Thursday of the week prior to a pay day). Said payment shall be issued in a separate check and shall not be eligible for a pension credit or included in any insurance which utilizes municipal payroll as a basis of assessment. Further, compensation payments shall be subject to all Federal, State and Local taxes as may be applicable and shall be taxed on a first-dollar basis (as if there were no other check issued).

SECTION 5: In accordance with applicable law, including, but not limited to 29 U.S.C. § 207(p)(1), any hours worked as special duty assignments under the terms of this Agreement shall not be considered for overtime purposes and shall not interfere with the Chief of Police's regular assignments as required by the Borough.

SECTION 6: The Borough shall provide all necessary insurance coverage required by law, including but not limited to workers' compensation, public liability and claims for damages for personal injury including death or damage to property which may arise as a result from performance of the Borough and the Chief of Police while performing a special duty assignment pursuant to the agreement with the independent contractor.

SECTION 7: The terms of this Article shall apply only to the Chief of Police while performing special duty assignments both within and beyond the Borough's municipal boundaries.

ARTICLE XVIII STATE DISABILITY INSURANCE

SECTION 1: The Chief of Police shall be covered for the State Disability Insurance program in accordance with the terms of the plan.

ARTICLE XIX DEATH IN THE LINE OF DUTY

SECTION 1: In the event the Chief of Police dies or is killed while on duty for the Borough, his/her spouse, children and other eligible family members shall continue to be covered by the municipal health and dental insurance at the Borough's expense until such time as the spouse remarries and/or the children reach an age at which time coverage would normally expire.

ARTICLE XX
INSURANCE COVERAGE IN THE EVENT OF EARLY RETIRMENT

SECTION 1: In the event the Chief of Police is forced to retire early due to illness or injury he shall continue to be covered by the municipal health and dental insurance as other active municipal employees receive.

SECTION 2: For the purposes of this Section, early retirement shall mean receipt of PFRS pension or disability check and must begin receipt of said check before a regular service retirement can be earned (i.e., before 25 years of service under the current retirement standard).

ARTICLE XXI
INSURANCE COVERAGE UPON RETIREMENT

SECTION 1: The Chief of Police shall be entitled to health/dental coverage and benefits as provided to the active Borough employees through retirement.

SECTION 2. In the event the Chief of Police dies during retirement, his spouse, children and other eligible family members shall be afforded, at the survivor's expense, the opportunity to be covered by the municipal health and dental insurance until such time as the spouse remarries and/or the children reach an age at which time coverage would normally expire.

SECTION 3. The Chief of Police shall contribute towards Health/Dental Insurance Premiums during retirement in accordance with the agreement attached hereto.

ARTICLE XXII
LIFE INSURANCE

Effective January 1, 2019, the Borough shall provide a life insurance policy for the Chief in the amount of \$25,000 up until age 65.

ARTICLE XXIII
REDUCTION OF POLICE FORCE

SECTION 1: In the unlikely event that the Borough deems a reduction of the police force is necessary due to layoffs, said reduction will exclude the Chief of Police. Pursuant to N.J.S.A. 40A:65-17, if the Borough were to enter into a shared services agreement for the provision of police services, the Chief of Police shall preserve his seniority, tenure, and pension rights. Additionally, the Borough will make every attempt to maintain the Chief of Police in his current position, if he is senior to the merging municipality's Chief of Police.

ARTICLE XXIV
EDUCATIONAL PROGRAMS/LAW ENFORCEMENT CONFERENCES

SECTION 1: The Chief of Police shall attend any course, class, school, seminar, retraining session, or any other educational program essential to the activities of the police department, as required by law. 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 Borough with prior approval of the Police Chairman

SECTION 2: The Chief of Police shall be permitted to attend any optional course, class, school, seminar, retraining session, or any other educational program related to the educational program will be borne by the Borough providing said course has received prior approval from the Police Chairman.

SECTION 3: The Borough agrees to pay professional membership dues for the Chief of Police for: The County Chiefs of Police Association, The New Jersey State Association of Chiefs of Police and the International Association of Chiefs of Police.

SECTION 4: The Chief of Police shall be permitted to attend meetings of the County Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, the international Association of Chiefs of Police held within the State of New Jersey. The Chief of Police shall be permitted to attend such meetings outside the State of New Jersey, if deemed by the Borough Council to be in the best interest of the municipality.

SECTION 5: The Chief of Police shall be permitted to attend the annual NJSA Chiefs of Police Conference with prior approval from the Borough Council. All expenses, such as travel, room, conference fees, or any other charges directly related to the conference shall be borne by the Borough if deemed by the Borough Council to be in the best interest of the municipality.

SECTION 6: The Chief of Police shall receive his regular salary for time off including travel time to attend the programs and meetings specified above.

ARTICLE XXV
OTHER BENEFITS

The Borough agrees to reimburse the Police Chief for the use of his personal cell phone up to the amount of \$100/month.

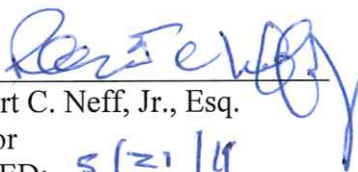
ARTICLE XXVI
DURATION

SECTION 1: This Agreement shall be in effect as of January 01, 2019 up to and including December 31, 2023.

SECTION 2: In the event no new agreement is reached prior to the expiration of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement is executed.

BOROUGH OF LITTLE SILVER

LITTLE SILVER CHIEF OF POLICE


Robert C. Neff, Jr., Esq.
Mayor
DATED: 5/21/19


Daniel Shaffery
DATED: 5/21/19


Kimberly Jungfer
Administrator/Clerk
DATED: 5-21-19

ADDENDUM TO EMPLOYMENT AGREEMENT

This ADDENDUM is made this 21 day of May, 2019, by and between the BOROUGH OF LITTLE SILVER ("Borough") and CHIEF DANIEL SHAFFREY ("Employee"). Borough and Employee may be collectively referred to as the "Parties," or individually as a "Party."

WHEREAS, Borough and Employee are parties to an employment agreement in effect from January 1, 2019 through December 31, 2023; and

WHEREAS, the Parties wish to amend that employment agreement according to the terms of this Addendum; and

WHEREAS, it is the intent and agreement of the Parties that any term or condition of the employment agreement not changed by this Addendum shall remain in full force and effect.

NOW THEREFORE, for good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Effective and retroactive to January 1, 2019, Employee shall no longer be entitled to monetary compensation or compensatory time for holidays as provided by Article VII of the employment agreement.

2. Effective and retroactive to January 1, 2019, Article III, "Salary," shall be amended to add Employee's previous entitlement to holiday pay pursuant to Article VII to Employee's base salary. The amount so added shall be the value of holiday pay as would have been received pursuant to the employment agreement.

3. Employee shall be entitled to retiree health benefits for himself, his spouse at the time of retirement and any dependent children. The employee shall be entitled to receive the same level of health and dental insurance coverage and benefits as provided to him immediately prior to retirement. Employee shall contribute three percent (3%) of his monthly retirement benefit to the cost of his retiree health benefits. Should, in the future, the Borough agree through collective negotiations with the PBA to provide retiree health benefits at a cost less than three percent (3%), Employee shall contribute that amount so agreed by the Borough.

Upon reaching Medicare eligibility, the Borough-provided coverage shall become secondary or the stipend provided shall be of such amount to enable the retiree to purchase supplemental coverage, which, when combined with Medicare coverage, is equal to the coverage provided at the time of retirement. Additionally, the retiree shall be provided an AmeriFlex or similar such account of \$2,500.00 pp, \$5,000.00 max to cover any prescription costs that fall into the "donut hole." Once employee and spouse both move to Medicare, the stipend is paid, and the three percent (3%) contribution will no longer be made by the employee.

4. Except as provided herein, or otherwise inconsistent with the terms of this Addendum, all other terms and conditions of the employment agreement between the Parties shall remain in full force and effect as provided by that agreement.

BOROUGH OF LITTLE SILVER



Kimberly Jungfer, Administrator

Date: 5/21/19



Daniel Shaffery

Date: 5/21/19