

Employment Agreement Between the
Borough of Little Silver
and
Carmen Gary LaBruno
serving in the position of
Captain of Police

January 1, 2019 through and including December 31, 2023

Table of Contents

Preamble	1
Article I – Severability and Savings Clause	1
Article II – Responsibilities of the Captain of Police	1
Article III – Salary	2
Article IV – Mutual Aid	2
Article V – Management Rights	2
Article VI – Holidays	3
Article VII – Sick Leave	4
Article VIII – Family Illness and Bereavement Leave	5
Article IX – Clothing Reimbursement	5
Article X - Dental Insurance	6
Article XI – Hospital/Medical Insurance Coverage	7
Article XII – Vacation Time	8
Article XIII – Grievance Procedure	8
Article XIV – Hours of Work	8
Article XV – Overtime; Compensatory Time; Court Time & Call-In Minimum	9
Article XVI – Personal Days	9
Article XVII – Special Duty Assignments	10

Table of Contents (continued)

Article XVIII – State Disability	11
Article XIX – Death in the Line of Duty	11
Article XX – Insurance Coverage upon Retirement	12
Article XXI – Reduction of Police Force	12
Article XXII – Life Insurance	13
Article XXIII – Educational Programs/Law Enforcement Conferences	13
Article XXIV – Duration	14

Preamble

This Agreement, entered into this 21st day of May 2019, by and between the Borough of Little Silver, in the County of Monmouth, State of New Jersey (hereinafter referred to as the "Borough") and Carmen Gary LaBruno (hereinafter referred to as "Captain"), hereby establishes the following terms and conditions of employment for the position of Captain of Police. This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Captain.

Article I

Severability and Savings Clause

In the event that any provisions of the 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 Captain 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 Police Captain shall include those duties described in the job description prepared by the Chief of Police and approved by the Borough.

Article III

Salary

The Captain shall receive, retroactive to January 1, 2019, the following base salary:

2019	153,862
2020	156,555
2021	159,295
2022	162,083
2023	164,919

Article IV

Mutual Aid

While rendering aid to another community, the Captain 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 V

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 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 the State of New Jersey and of the United States. Except as otherwise provided in this Agreement, the Captain 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 Captain in accordance with applicable law and/or regulations of the police department.

Article VI

Holidays

The following days shall be considered legal holidays during the term of this Agreement. There is no monetary compensation for holidays and it is assumed the Captain will be scheduled to work. The nature of the Captain's senior position is to be available for emergencies; it is left to the discretion of the Chief of Police as to whether the Captain will 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 Day

Lincoln's Birthday

Presidents' Day

Good Friday

Memorial Day

Labor Day

Columbus Day (observed)

Election Day

Veterans Day

Thanksgiving

Day after Thanksgiving

Christmas Eve (1/2 day)

Christmas

New Year's Eve (1/2 day)

Article VII

Sick Leave

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

- a. Sick leave of five (5) or more consecutive days shall require a certification from a licensed physician as proof of illness. Once the Captain has used ten (10) aggregate sick days per year, the Chief of Police may require a certification from a licensed physician as proof of illness for sick days.
- b. Sick leave taken immediately prior to or immediately after a holiday or vacation day, must be accompanied certification from a licensed physician as proof of illness. If no such certification is provided, then that day (or days) shall be taken as personal time. If no personal time is available, the Captain shall receive time off without pay.
- c. Sick leave is defined as absence from the Captain'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 Captain'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 Article does not change or alter in any way the reasonable productivity or performance expectations of the Captain, unless incapacitated.
- f. Notwithstanding the sick leave provided by this Article, the Captain may be subject to disciplinary action, for the "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 Captain to be examined by a doctor or it's choosing to verify the need for sick leave. Payment for this examination shall be the responsibility of the Borough.
- h. During any sick leave, the Captain shall be confined to his primary residence. Should his place of confinement be anywhere other than his place of residence, he shall communicate his location to the Chief of Police. The Captain may leave his place of confinement to visit a doctor or other health care provider, or to visit a pharmacy. The Captain must notify the Chief of Police and/or police dispatch, which shall document the need to leave his place of confinement for one of the aforementioned reasons in the CAD/RMS.

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

Article VIII

Family Illness and Bereavement Leave

Section 1: Up to seven (7) consecutive scheduled working days shall be granted off for leave in the case of death, illness or disability in the immediate family of the Captain. Any reasonable proof required by the Chief of Police shall be sufficient to grant time off with pay through the day of 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 off for leave in the case of death, illness or disability in the extended family of the Captain. Any reasonable proof required by the Chief of Police shall be sufficient to grant time off with pay through the day of funeral and as necessary as approved travel time. 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 granted for bereavement leave in the case of death of additional family members. 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 off at its discretion if requested by the Captain. Such request shall not be unreasonably withheld.

Article IX

Clothing Reimbursement

Section 1: The Borough shall establish a line item budget for the Captain in the amount of \$1,350.00 per year for uniform/clothing reimbursement.

Section 2: The Borough agrees to reimburse the Captain for uniform/clothing replacement upon production of paid receipts for the items purchased. The amount reimbursed shall not exceed the line item which is established for such purpose.

Section 3: The Chief of Police shall administer all clothing requests for the Captain.

Section 4: The Borough agrees to pay for all dry-cleaning expenses for the Captain's uniforms (in line with past practice)

Article X

Dental Insurance

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

Section 2: The Captain shall remain informed by the Borough Administrator during the insurance bidding process and foster communication between the Borough, the potential insurance carrier and the Captain.

Section 3: After an insurance carrier has been retained, the Captain shall be informed about coverage options and have access to the insurance carrier in order to handle his personal questions and/or complaints.

Section 4: As the Captain had over twenty (20) years of creditable pension service prior to June 28, 2011, the Captain shall not be required to contribute towards Dental Insurance Premiums upon his retirement.

Article XI

Hospital Medical Insurance Coverage

Section 1: The Captain shall be entitled to health insurance coverage and benefits as provided to the Borough employees. This practice shall be continued in full force and effect for the duration of this Agreement. The Captain and all eligible dependents (as defined in the most recent explanation of Health Benefits Booklet and provided by the State Health benefits Commission) of the Captain shall be covered under the Health Insurance Program subject to applicable deductions inherent in the plan.

Section 2: The Captain shall remain informed by the Borough Administrator during the insurance bidding process and foster communication between the Borough, the potential insurance carrier and the Captain.

Section 3: After an insurance carrier has been retained, the Captain shall be informed about coverage options and have access to the insurance carrier in order to handle his personal questions and/or complaints.

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

Section 5: As the Captain had over twenty (20) years of creditable pension service prior to June 28, 2011, the Captain shall not be required to contribute towards Health Insurance Premiums upon his retirement.

Section 6: Upon retirement, the Captain shall continue to receive coverage provided at the time of retirement until the Captain and his spouse are Medicare eligible. The Borough shall provide the Captain and his spouse with a monthly stipend to purchase Medicare supplement insurance. The stipend provided shall be of such amount to enable the Captain to purchase supplemental coverage, which, when combined with Medicare coverage, is equal to the coverage provided at the time of retirement. Additionally, the Captain shall be provided an AmeriFlex or similar account (\$2,500.00 for Captain, \$5,000.00 Captain & spouse max) to cover any prescription costs that fall into the "donut hole".

Article XII

Vacation Time

Section 1: The Captain shall be granted twenty-five (25) vacation days with pay.

Section 2: The vacation year shall be defined as the calendar year in which the vacation time is earned.

Section 3: If a Borough holiday falls during the Captain's vacation period, an additional day of vacation will be granted in lieu of the holiday.

Section 4: 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 of the control of the Captain, wherein said unused vacation time may be used within the first quarter of the following year.

Section 5: All vacation time shall be accrued on January 1 of the calendar year and shall not be pro-rated

Article XIII

Grievance Procedure

The Captain shall have rights and protections afforded all Little Silver PBA Local 359 members with regard to grievances. The Captain shall be required to follow the steps outlined in the PBA's current Collective Bargaining Agreement.

Article XIV

Hours of Work

The Captain shall work forty (40) hours per week. The Captain shall be scheduled Monday to Friday 8:00 am to 4:00 pm unless otherwise directed by the Chief of Police. The Captain shall be allowed to flex his schedule with the prior written approval of the Chief of Police.

Article XV

Overtime; Compensatory Time; Court Time & Call-In Minimum

Section 1: Effective upon the full ratification of this Agreement, the Captain shall only be allowed to work a patrol shift for overtime if all other patrol officers have turned down said shift and same is in a force situation.

Section 2: Any hours worked beyond the Captain's regular scheduled tour of duty shall be compensated in the form of compensatory time only. Such time shall be calculated at time and one-half with a two (2) hour minimum. The Captain can accrue no more than four hundred-eighty (480) hours of compensatory time and such time shall be used prior to the Captain's retirement. Upon separation of employment or untimely passing, the Borough shall compensate the Captain (or his surviving spouse/designee) all earned and unused compensatory time at his most current rate of pay.

Section 3: Any court appearance outside of the Captain's regular schedule shall be compensated in the form of compensatory time only. Such time shall be calculated at time and one-half with a two (2) hour minimum.

Section 4: Minimum call in time shall be two (2) hours at time and one-half, compensated at compensatory time only.

Section 5: In the event that the Captain is placed into a patrol rotation schedule for more than two (2) consecutive weeks, Section 1 of this article becomes void and the Captain will be afforded the ability to earn overtime as per the current overtime policy for patrol officers.

Article XVI

Personal Days

Section 1: The Captain shall be entitled to five (5) personal days with pay.

Section 2: Personal days shall be accrued on January 1 of the calendar year and shall not be pro-rated

Article XVII

Special Duty Assignments

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

Section 2: The Captain 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 Captain 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 on a rotation basis by seniority. The Chief of Police, or his/her designee shall also be responsible to ensure that the Captain 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 the Little Silver 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. This is due to the fact that Red Bank Regional is charged a lower rate than independent contractors and Red Bank Regional is a quasi-municipal entity. The hourly rate may not be changed by the PBA or the Borough for the duration of this agreement.

Section 4: The Chief Financial Officer shall pay the Captain for each special duty assignment at the rate established in the Collective Bargaining Agreement of the Little Silver 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 Captain's regular assignments as required by the Borough.

Section 6: The Borough shall be made responsible to 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 Captain 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 Captain while performing special duty assignments both within and beyond the Borough's municipal boundaries.

Article XVIII

State Disability Insurance

The Captain 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

In the event the Captain dies or is killed while on duty for the Borough, his spouse, children and other eligible family members shall continue to be covered by the Borough's 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 upon Retirement

Section 1: The Captain shall be entitled to receive the same level of health and dental insurance coverage and benefits as provided to him immediately prior to retirement.

Section 2: Upon the Captain's death in his retirement, his spouse, children and other eligible family members shall be afforded, at the survivor's expense, the opportunity to be covered by the Borough's health and dental insurance, until such time the spouse remarries and/or the children reach an age at which coverage would normally expire.

Section 3: As the Captain had over twenty (20) years of creditable service prior to June 28, 2011 and is considered Tier 1 in PFRS Retirement System, the Captain shall not be required to contribute towards Health Insurance Premiums upon his retirement.

Section 4: Upon retirement, the Captain shall continue to receive coverage provided at the time of retirement until the Captain and his spouse are Medicare eligible. The Borough shall provide the Captain and his spouse with a monthly stipend to purchase Medicare supplement insurance. The stipend provided shall be of such amount to enable the Captain to purchase supplemental coverage, which, when combined with Medicare coverage, is equal to the coverage provided at the time of retirement. Additionally, the Captain shall be provided an AmeriFlex or similar account (\$2,500.00 for Captain, \$5,000.00 Captain & spouse max) to cover any prescription costs that fall into the "donut hole".

Article XXI

Reduction of Police Force

Section 1: In the unlikely event the Borough deems a reduction of the police force is necessary due to layoffs, said reduction will be based on seniority, with the Captain be reduced only after all Patrolmen, Sergeants and Lieutenants are laid off.

Section 2: In the event the Borough enters into a shared services agreement for the provision of police services, the Captain shall preserve his salary and pension rights. Additionally, the Borough will make every attempt to maintain the Captain in his current position, if he is senior to the merging municipality's Captain.

Article XXII

Life Insurance

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

Article XXIII

Educational Programs/Law Enforcement Conferences

The Captain shall attend any course, class, school, seminar, retraining session or any other educational program essential to 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. In the event any of the above course, class, school, seminar or retraining session or other educational programs is conducted while the Captain is otherwise off duty, he shall be compensated at the rate of time and one-half for all such time.

Article XXIV

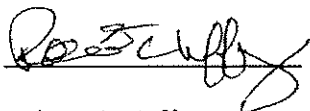
Duration

Section 1: This Agreement shall be in effect retroactive to January 1, 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 reached.

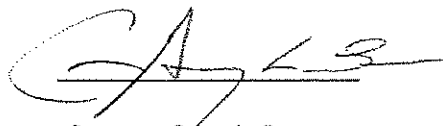
Borough of Little Silver

Little Silver Captain of Police



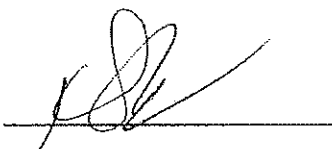
Robert C. Neff Jr

Dated: 5/28/19



Carmen Gary LaBruno

Dated: 05/28/2019



Kimberly Jungfer

Dated: 5-28-19