

AGREEMENT BETWEEN
THE CITY OF SEA ISLE CITY
AND
ANTHONY GARREFFI
THE CHIEF OF POLICE
OF THE CITY OF SEA ISLE CITY

COMMENCING JANUARY 1, 2024
EXPIRING DECEMBER 31, 2028

PREPARED BY:

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EMPLOYMENT CONTRACT BY AND BETWEEN
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**EMPLOYMENT CONTRACT BY AND BETWEEN
THE CITY OF SEA ISLE CITY AND THE CHIEF OF POLICE OF
THE CITY OF SEA ISLE CITY**

ARTICLE 1 - RECOGNITION:

1. **This agreement** effective as of September 1, 2022, by and between the **City of Sea Isle City**, a municipal corporation, of the County of Cape May, State of New Jersey, (herein after referred to as the "City") and **Anthony Garreff**, of Sea Isle City Police Department, 233 John F Kennedy Blvd, Sea Isle City, New Jersey 08243 (Herein referred to as "**The Chief**").

2. The basis of this contract is to ensure that the Chief of Police is afforded all of the terms and conditions of employment and benefits given historically to Chiefs of Police in the City and given pursuant to the Superior Officers Collective Bargaining Contract as amended from time to time.

3. Accordingly, the City and the Chief have mutually agreed that it would be in their mutual best interest to have the historical terms and conditions of employment of the City's Chiefs of Police set down in a formal contract to avoid the need to draw on memories and various payroll and other sources which are subject to interpretation and loss.

4. **Now therefore**, the parties intending to be legally bound agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS:

1. The City hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested 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 expressed terms of this agreement and then only to the extent that such specific and expressed terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

ARTICLE 3 - DUTIES AND RESPONSIBILITIES OF THE CHIEF:

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

CITY: SOR CHIEF: M/Sr

1. The Chief shall receive paid sick leave in accordance with the laws of the State of New Jersey for local government employees.
2. Sick leave shall be accumulated at the rate of not less than fifteen (15) days for every calendar year, which shall accumulate without limit.
3. If the Chief retires without using up his accumulated sick leave, he shall be compensated for all of said sick leave at his regular rate of pay at the time of retirement to a maximum of Fifteen Thousand Dollars (\$15,000.00). In the event the Chief dies without using his accumulated sick leave, his estate shall be compensated for all of the unused sick leave at his regular rate of pay at the time of death, to a maximum of Fifteen Thousand

ARTICLE 5 - SICK LEAVE:

1. The position of Chief is a salaried position compensated pursuant to the salary paragraph in this contract and under subject to the annual salary ordinance.
2. This shall mean that the Chief shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day of each week.
3. However, the Chief shall work at least 40 hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands, or other factors. All parties endorse a policy of flexibility which allows the Chief to adjust normal working hours as conditions require to include all hours which enable the Chief to complete routine duties of his office and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks or handle emergency conditions as they arise.

ARTICLE 4 - WORK WEEK:

- (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 at the regular meetings of the City or by any such other forms as the City shall require as to the operation of the police force during the preceding month.
- (g) Report from time to time with the City Business Administrator and the Mayor regarding the operations of the Police Department.

2. Official leaves of absence, with or without pay, may be granted by the Business one (1) day shall be granted.
 - (d) In the event of a Baptism, First Communion, Confirmation, Graduation or Marriage (or similar event) in which the Chief is a participant, or his or her attendance is needed, on behalf of a child or member of the immediate family,
 - (c) Immediate family shall include: spouse, domestic partner, children, stepchildren, foster children, child of a domestic partner, mother, father, brother, sister, stepmother, stepfather, mother-in-law, father-in-law, son/daughter-in-law, grandmother, grandfather, grandchild, great grandchild, great grandmother, grandfather, niece, nephew, brother/sister-in-law, first cousin and foster parents or relatives living under the same roof.
 - (b) Serious illness in the immediate family. From the date of illness up to three (3) days. Serious illness shall be defined as any illness requiring hospitalization, surgery, confinement to intensive care, childbirth, emergency care or any other illness which a duly qualified physician or designee will certify to be life threatening or contagious, or provided that he is actually needed by the relative to perform necessary services and, in fact, performs said services.
 - (a) Death in the immediate family. From the date of death up to five (5) days.
1. The Chief shall be granted time off without deduction from pay or time owed for the following requests.

ARTICLE 7 - PAID LEAVE:

3. Such injury leave shall be paid back to the City consistent with the provisions of the Superior Officers contract.
2. He shall turn over to the City any temporary compensation monies received by the employee while being paid by the City.
1. If the Chief is incapacitated and unable to work because of a job-related injury, he shall be entitled to perform his duties as mutually certified by the employee's own doctor and the doctor designated by the City.

ARTICLE 6 - INJURY LEAVE:

4. The Chief shall be entitled to terminal leave prior to retirement. While the Chief is using his accumulated sick leave prior to retirement, he shall not be entitled to additional sick leave, holidays, or vacation days for that period of time.
- Dollars (\$15,000.00).

Administrator.

ARTICLE 8 - VACATION DAYS:

1. The Chief shall be entitled to a paid yearly vacation, with full 8 hours salary, receiving 27 working days per year. His vacation shall be scheduled in conference with the Business Administrator.

2. The position of Chief requires an intensive number of hours which could occur during normal days off and in recognition of this fact, the Chief shall be permitted to carry forward accumulated vacation time into the next two calendar years.

3. The Chief shall have the option of cashing in up to five days of vacation in lieu of carrying over said vacation into the following year in which case said payment shall be made within 30 days at his then current daily rate of pay.

ARTICLE 9 - HOLIDAY TIME:

1. The following holidays shall constitute compensatory time off:

New Year's Day	Labor Day
Columbus Day	Juneteenth
President's Day	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King, Jr's Birthday	

2. In addition, whenever any other City employee is granted time off in observance of any Federal, State or Local Holiday, or proclamation by the City Council, with the exception of particular emergency situations, the Chief shall receive equal time off.

3. The Chief shall receive one hundred four (104) hours of holiday leave each year (13 – 8 hour days). If scheduled to work on a holiday he shall receive an additional four (4) hours of compensation vacation time in addition to compensation time presently granted for holidays annexed to vacation time.

ARTICLE 10 - PERSONAL DAYS:

1. The Chief shall be granted eight (8) personal days off annually, with no loss of compensation.

ARTICLE 11 – HEALTH INSURANCE:

1. The Chief and his family shall be provided with health insurance benefits from the City. These benefits shall include health, hospitalization, optical, dental, and prescription plan insurance equal to the plan in effect for City employees. At the Chief's option, upon retirement from the City, or any other entity created thereof, at any time after completing twenty-five (25) years of service in the New Jersey Police and Fire Retirement System, the City shall provide, at the City's expense, the health, hospitalization, optical, dental, and prescription plan coverage the Chief enjoyed at the time of retirement for his lifetime, consistent with paragraph two of the Superior Officer's contract. If, at retirement, the Chief is eligible for health benefits provided by another entity, the Chief may elect to have the City provide only that portion of health insurance payments which would cover the difference between the benefits provided by the other entity and the coverage the Chief enjoyed at the time of his retirement.
2. The City agrees that, should the Chief die while covered by health benefits of the City either in an employed or retired capacity, the City shall maintain health benefits enjoyed by members of the Superior Officer for the Chief's qualified dependents and spouse at no cost to the dependents and spouse, except for co pays, deductibles and paragraph 4 herein costs. The spouse's coverage shall continue until spouse's death or remarriage.
3. Upon the Chief's eligibility for Medicare, the City's health coverage shall become secondary coverage. If the Chief retires from the City after completing twenty-five (25) years of service in the New Jersey Police and Fire Retirement System, the City shall reimburse the Chief for the costs of Medicare Part B.
4. It is understood that the Chief will contribute to the cost of health insurance in accordance with State law and consistent with the Superior Officers Collective Bargaining Agreement. If the Chief retires from the City after completing twenty-five (25) years of service in the New Jersey Police and Fire Retirement System and receives City health benefits, and City employees' healthcare coverage plans are reduced with a corresponding added adjustment to salary or reimbursement mechanism, the same added adjustment in compensation or reimbursement will be provided to the Chief. If, at any time subsequent to the Chief's retirement (and he is under the city's health insurance coverage), such insurance coverage ceases to be provided by the city, the Chief will receive the health insurance coverage consistent with the last plan in place for City employees including any corresponding adjustment or reimbursement mechanism.
5. In determining the years of service in the New Jersey Police and Fire Retirement system, the City shall include all time worked by the Chief in Sea Isle City and all time worked with his employer immediately prior to his employment with Sea Isle City.

M/S

ARTICLE 12 - CLOTHING ALLOWANCE:

1. The Chief of Police and the City agree that there shall be a clothing allowance provided to the Chief in the amount of \$1,700.00 per year.
2. It shall be left to the professional discretion of the Chief of Police as to when he should wear a formal or informal uniform or plain clothes.

ARTICLE 13 - PERSONAL CAR:

1. Due to the nature of the employment conditions of the Chief of Police, the City agrees to supply the Chief with full and unlimited 24-hour use of an unmarked automobile. The car shall be a full size four door car and shall be equipped with such safety equipment as needed for police work.
2. The City shall pay all expenses for the operation and up keep of the automobile such as car insurance, tires, gas, oil changes, etc.
3. The automobile shall not be used by anyone other than the Chief of Police except that the Chief of Police may designate other members of the police department as appropriate, to use the vehicle for a designated police purpose.

ARTICLE 14 - COMPENSATION: During the term of this Agreement the Chief shall not be reduced in compensation and/or benefits or be disciplined without just cause.

1. The Contract entered into and binding upon the parties on _____, The Contract commences effective January 1, 2024. A 3.5 percent increase shall be added annually for the remainder of 2025 through 2028. In the event in any year covered by this contract the Superior Officers receive greater than 3.5 then the Chief shall receive the same percentage increase for that year.
2. For the year 2029 and beyond, the City and the Chief agree to negotiate a fair cost of living percentage.
3. The Chief shall maintain his percent longevity bonus pay based on his years of service.
4. The Chief shall have a base salary of \$172,149.78 plus 10% longevity to equal the Chief's annual salary of \$189,364.76 effective January 1, 2024.

ARTICLE 15 - RETIREMENT:

1. The Chief shall retain all pension rights under New Jersey law and applicable ordinances of Sea Isle City.

2. If the Chief retires due to a job-related permanent sickness, illness or injury, the City shall continue in full force and effect the insurance coverage enjoyed by the Chief consistent with Article 11, Health Insurance. In order to qualify for this benefit after a job-related permanent sickness, illness or injury, the Chief must have no right (with or without employee contribution) to health insurance (or its equivalent) from subsequent employment.

3. If the Chief is forced to retire due to a non-job-related permanent sickness, illness, or injury after twenty-five (25) years of service, the City shall continue in full force and effect the coverage listed in Section 2 of this article, subject to the same qualifications set forth in Section 2 of this article.

4. When the Chief retires according to the rules and regulations of the Police and Firemen's Retirement System, more specifically, under the terms of the Service Retirement Benefit with twenty (20) years of service credit or the Special Retirement Benefit, the City shall continue to compensate the Chief for the medical benefits listed in Section 2 of this article, and in addition, cover his spouse until spouses' death or remarriage. Additionally, the City shall cover the Chief's dependent children until their twenty-sixth (26th) birthday regardless of college. The above section will take place provided the Chief has twenty (20) years' service credit with the City of Sea Isle City, and twenty-five (25) years' service credit, as required under N.J.S.A. 40A:10-23.

5. If the Chief is killed in the line of duty, the City shall continue to provide in full force and effect all insurance benefits included in this agreement to his spouse until her death or remarriage, whichever comes first, and for the Chief's children until each reaches his or her twenty-sixth (26th) birthday regardless of college.

ARTICLE 16 - LEGAL DEFENSE AND LIABILITY INSURANCE:

1. The Chief shall be covered by appropriate police and professional and general liability insurance purchased by the City. The City agrees to provide legal representation to the Chief if litigation should develop as a result of actions performed in the line of duty as a City employee. Additionally, the City will indemnify and hold harmless the Chief from any liability for personal injury or property damage which may result from actions undertaken by the Chief during the normal course of business.

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

**ARTICLE 17 - PROFESSIONAL DEVELOPMENT/LAW ENFORCEMENT
CONFERENCES:**

1. The Chief shall be permitted to attend and be compensated for at his regular salary, any school, seminar, or in-service training conducted or sponsored by the International Association of Chiefs of Police, the New Jersey State Association of Chiefs of Police, the New Jersey State Police, the Federal Bureau of Investigation, or any other educational program of a management or supervisory nature provided that the total compensated training days for such purposes shall not exceed 20 days in one year which shall not accumulate from year to year. The request to exceed the (20) day limit for training purposes which may be beneficial to the department may be pre-approved by the Business Administration. All expenses such as travel, room, food, tuition, special clothing, books, or any other charges connected with these educational programs, shall be borne by the City.

2. The City agrees to grant time off, including travel time, and pay all associated and reasonable expenses for the Chief to attend: (1) the monthly and annual New Jersey State Association of Chiefs of Police Training Conference; (2) the annual International Association of Chiefs of Police Conference; (3) the quarterly and annual FBI/NA meetings and conference; and the monthly Cape May County Chiefs Association meetings. If the Chief attends a conference or meeting at the City's expense, the Chief shall provide the City with proof of expenses for attending such conference, by way of receipts or vouchers. In addition, the City agrees to allow the Chief to attend any meetings required of him as a result of him holding any executive officers position with in the above associations.

3. Membership Dues & Assessment: The City also agrees to pay for the Chiefs' dues for membership and any assessment for membership in the Cape May County Police Chiefs of Police Association, the New Jersey State Association of Chiefs of Police, the International Association of Chiefs of Police, and the FBI National Academy Associates. The amount of membership dues or meeting assessment shall not exceed the actual cost.
4. All such expenses shall be documented in detail by the Chief and approved by the Governing Body prior to payment.

ARTICLE 18 - NON-PRECEDENT:

1. This contract shall not be interpreted or used as a guide or benchmark for any other employment contract or terms and conditions of any other employee including Collective Bargaining Agreements, and shall not be deemed an increase in salary given to all other municipal Officers and employees.

ARTICLE 19 - CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT:

1. All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the City Ordinances or the current City Police Superior Officers' Collective Bargaining Contract and any present or past benefits which the Chief customarily enjoys, but have not been specifically included in this agreement, shall be continued.

2. To the extent that the City enters into an employment and/or a collective bargaining agreement with any superior officers during the life of this contract which provides for a greater benefit than that set forth herein, this Agreement shall be automatically amended to provide for such greater benefit.

ARTICLE 20 - ENTIRE AGREEMENT:

1. This agreement represents and incorporates the complete and final understanding between the parties on all issues which form the subject matter of this contract.
2. 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 or the City.

ARTICLE 21 - SEPARABILITY AND SAVINGS AND APPLICATION:

1. If any provision of the Agreement or any application of this Agreement to said employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, unconstitutional, invalid, or unenforceable such provision shall be inoperative and deemed severable, but all other provisions shall not be affected thereby and shall continue in full force and effect.
2. In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal benefit.

ARTICLE 22 - EFFECTIVE DATE AND TERM:

1. This Agreement shall remain in effect until such time as the Chief retires or is otherwise separated from employment.
2. No separation of the Chief shall occur except under the requirements of the State of New Jersey Statutes and applicable Civil Service Regulations.

3. Although approved after September 1, 2022 the parties agree that the effective date of this contract is January 1, 2024 and expires December 31, 2028.

IN WITNESS THEREOF, the parties hereto have caused these presents to be properly signed and sealed this _____ day of _____, 2024.

BY: 
Anthony Garreffi, Chief of Police

BY: 
Leonard C. Desiderio, Mayor

ATTESTED TO
BY: 
Shannon D. Romano, City Clerk