

TERMS AND CONDITIONS  
OF EMPLOYMENT  
PUBLIC WORKS DIRECTOR

This Agreement, made on the \_\_\_\_ day of May 2024, is entered into by and between Don Teefy, hereinafter referred to as “Teefy” and the City of Sea Isle City, hereinafter referred to as “City”.

Teefy and City do hereby acknowledge and agree, for the mutual considerations noted herein, as follows:

1. Commencement of Employment

Teefy’s employment by the City in the capacity of Public Works Director commenced on April 1, 2023. 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.

2. Employment Compensation

Teefy’s annual salary, effective April 1, 2023 is \$150,000.

Teefy’s salary will be adjusted by the following amounts:

2024: +3.5%  
2025: +3.5%  
2026: +3.5%  
2027: +3.5%  
2028: +3.5%

3. Severance Compensation

In the event of Teefy’s removal from office as Public Works Director for any reason, the City shall forthwith cause to be paid to Teefy severance pay of an amount equal to nine (9) months salary. In addition, Teefy shall receive compensation for all unused vacation days. All payments will be based upon the rate of pay in effect at the time of termination. Teefy, at his option, shall continue to receive, at the City’s cost, full medical, dental, prescription, and any other health/life insurance benefits, at the same coverage plan that was in effect at the time of his termination, until such time as he becomes eligible for comparable benefits without cost from another employer. Alternatively, at the conclusion of the 9 month severance period, Teefy can choose to enter retired status and receive health coverage, at the City’s cost, as outlined in Article 9.

4. Vacation Leave/Personal Leave, Work Week

Teefy shall be entitled to a paid yearly vacation, with full salary, according to the following schedule:

25 working days/year

Teefy shall schedule his vacation in conference with, and with the consent of the Business Administrator. All unused vacation time shall be carried over only into the next two calendar years.

Teefy 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.

Teefy shall receive the same number of personal days of leave each year which are provided to the Sea Isle City Middle Managers.

#### 5. Holidays

Teefy shall receive paid holidays in accordance with the same schedule established for City employees.

#### 6. Sick Leave

Teefy shall receive paid sick leave in accordance with the laws of the State of New Jersey for local government employees, but not less than 15 working days for every calendar year, which shall accumulate without limit. Upon retirement, Teefy shall receive compensation for unused sick leave in an amount equal to 50% of such leave calculated at his final regular rate of pay, but not to exceed \$15,000.

#### 7. Serious Illness/Injury Leave

Upon using at least 50% of his available sick leave, Teefy shall be entitled to serious illness leave in the event he becomes incapacitated and unable to perform his duties as Public Works Director for any reason. Said serious illness leave shall be granted for a maximum of 180 working days, less the total of sick days used as a result of the incapacitation. The need for such leave shall have been certified by a medical practitioner satisfactory to the City.

Injury leave shall be granted with full pay to Teefy should he be temporarily disabled through injury or illness as a result of, or arising from, his employment. Any amount of salary or wages paid or payable to Teefy because of injury leave shall be reduced by the amount of workmen's compensation awarded under the appropriate statutes made for disability because of the same injury or illness requiring such leave.

#### 8. Funeral Leave

Leave of absence with pay, up to a maximum of 5 working days, shall be granted to Teefy in the event of death within the immediate family. Immediate family shall include father, mother, father-in-law, mother-in-law, brother, sister, brother in-law, sister in-law, spouse, children, grandchildren, and relatives residing in Teefy's household.

Leave of absence with pay for a maximum of one working day shall be granted to Teefy in the event of death of friends or non-immediate family members.

#### 9. Health Insurance

Teefy shall be provided with health insurance benefits from the City equal to the plan in effect for Sea Isle City Middle Managers. If Teefy receives health benefits from the City,

at his 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 Public Employees Retirement System (NJPERs), the City shall provide, at the City's expense, the health, hospitalization, optical, dental, and prescription plan coverage Teefy enjoyed at the time of retirement. If Teefy retires from the City after completing twenty-five (25) years of service in NJPERs, the City shall reimburse Teefy for the costs of Medicare part B.

It is understood that, while employed by the City, if Teefy receives health benefits, he will contribute to the cost of health insurance in accordance with State law and with this agreement. If Teefy retires from the City after completing twenty-five (25) years of service in NJPERs 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 mechanism will be provided to Teefy. If, at any time subsequent to Teefy's retirement and prior completion of 25 years of service in NJPERs, health insurance is not provided for City employees, Teefy will receive health insurance coverage consistent with the last plan in place for City employees including any corresponding adjustment or reimbursement mechanism.

Consistent with the provisions of the Sea Isle City Middle Management Association's contract, Teefy shall be entitled to the following:

In the event there is a drug prescribed that requires a coverage review, and the coverage review deems that the medicine is not covered by SHBP and a suitable therapeutic equivalent is not available as agreed by the attending physician, the City will reimburse for the cost of that drug, so that the maximum exposure to Teefy is \$15.00.

Coverage will be provided for utilization of labs that are not within the SHBP, with the condition that reimbursement for labs outside the SHBP network will only be made in the event of a medical necessity, as per the order of the prescribing physician.

#### 10. Pension and Life Insurance

Teefy shall be enrolled in the New Jersey Public Employees Retirement System and shall derive his pension and life insurance benefits therefrom.

#### 11. Meetings, Conferences, Classes, Dues, Subscriptions

During his employment, Teefy shall be permitted, encouraged, and expected to attend meetings, conferences, seminars, and classes within or outside the borders of the State of New Jersey, which are reasonably intended to enhance his knowledge in his employment position within the City, and which are approved by the Mayor. This may include, but not be limited to, conferences of the New Jersey League of Municipalities, International City Manager's Conference, American Public Works Association, or other classes given by educational institutions throughout the State of New Jersey relating to Teefy's employment with the City.

Expenses for such attendance, including tuition and travel expenses, shall be reimbursed or paid in advance by the City. All such expenses shall be documented in detail by Teefy and approved by the Mayor prior to payment.

In addition, the City shall pay or reimburse Teefy the expense of subscriptions to periodicals, and dues for organizational memberships which are related to his employment with the City.

#### 12. General Expenses

The City and Teefy recognize that certain non-personal, community, or employment related expenses may be incurred by Teefy, and the City hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense or petty cash vouchers, with the appropriate receipts, statements, or personal affidavits attached.

#### 13. Indemnification

The City shall defend, save harmless and indemnify Teefy against any claim of tort liability, professional liability, administrative action, or other demand or legal action, groundless or otherwise, arising out of an alleged act or omission by Teefy in the scope and performance of his duties with the City. In connection therewith, the City promises to litigate or settle any such claim or suit, and pay any settlement or judgment arising therefrom. The City shall provide and pay for legal representation for Teefy, which shall be suitable to him. Teefy agrees to cooperate in the defense of any claims herein asserted.

#### 14. Use of Vehicle

Teefy shall be provided with the exclusive and unrestricted use at all times of an automobile or other mutually agreeable City vehicle. Teefy agrees to use said vehicle with discretion and not without consent of the Business Administrator for trips outside the State of New Jersey or adjoining states. The City shall be responsible for paying the liability, property damage, and comprehensive insurance, and for all associated expenses including purchase; operation; maintenance; repair; regular replacement; and business related road tolls and parking fees associated with said vehicle. Teefy may allow other City employees the use of this vehicle for the performance of their City related duties as necessary. Use by anyone else shall be considered a violation hereof, and the City shall not be required to pay for expenses or incur liability for or arising out of such use.

#### 15. No Reduction of Benefits

The City shall not, during the term of Teefy's employment with the City pursuant to this Agreement, reduce the salary or other compensation and benefits referred to herein, unless and to the extent of such a reduction across the board of all employees of the City.

#### 16. Successors

This agreement, including all compensation provisions, shall be binding upon, and shall inure to the benefit of the City and Teefy, and their heirs, legal representatives, executors, successors, and permitted assigns.

#### 17. Amendment

This Agreement constitutes the entire agreement between the parties, and may not be amended, except by an instrument in writing, duly adopted and executed by the City and Teefy.

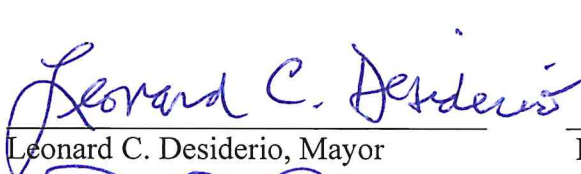
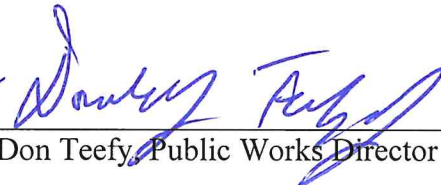

18. Governing Law

This agreement shall be construed and interpreted according to the laws of the State of New Jersey. Any action necessary to enforce, construe, or interpret provisions of this Agreement shall be maintained in Cape May County, New Jersey, with the prevailing party therein specifically being entitled to recover its reasonable costs and expenses, including attorney and expert witnesses' fees.

19. Severability

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by the Mayor, duly attested to by the City Clerk, and further in witness whereof Teefy has signed and executed this agreement as his act and deed this \_\_\_\_ day of \_\_\_\_, 2024. The effective date of this contract is retroactive to January 1, 2024, and shall continue until agreement on a successor contract.

 _____ Leonard C. Desiderio, Mayor	 _____ Don Teefy, Public Works Director
 _____ City Clerk	