

Karen Gallagher

From: Chris Wood
Sent: Wednesday, July 10, 2019 4:41 PM
To: Karen Gallagher
Subject: FW: OPRA request - 2019 current Police Chief Contract

RECEIVED

JUL 11 2019

CITY CLERK'S OFFICE

-----Original Message-----

From: Anonymous [mailto:opra+request-6295-41c666fc@requests.opramachine.com]
Sent: Wednesday, July 10, 2019 3:34 PM
To: Chris Wood
Subject: OPRA request - 2019 current Police Chief Contract

Dear Wildwood City,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

Current approved contract with the City of Wildwood and Police Chief Robert Regalbuto. All documents related to this contract.

Yours faithfully,

Anonymous

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-6295-41c666fc@requests.opramachine.com

Is cwood@wildwoodnj.org the wrong address for OPRA requests to Wildwood City? If so, please contact us using this form:
https://opramachine.com/change_request/new?body=wildwood_city

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:
<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/2019_current_police_chief_contra

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

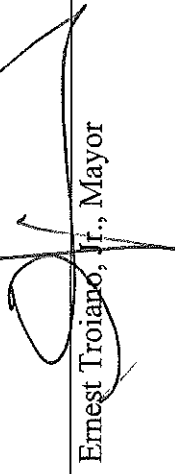
CITY OF WILDWOOD
CAPE MAY COUNTY, NEW JERSEY

RESOLUTION

BE IT RESOLVED, by the Board of Commissioners of the City of Wildwood, County of Cape May, State of New Jersey that the Commissioner of Public Safety and Public Affairs, Anthony Leonetti, is hereby authorized and empowered to sign an Agreement with Robert Regalbuto, Chief of Police, for the time period as follows:

- January 1, 2019 through December 31, 2023.

Peter J. Byron, Commissioner

Anthony Leonetti, Commissioner

Ernest Troiano, Jr., Mayor

Resolution No. 240-7-19

Offered by: Leonetti

Seconded by: Byron

I, Christopher H. Wood, City Clerk for the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at the Regular Meeting of the Wildwood Board of Commissioners, held the 10th day of July, 2019.

CHRISTOPHER H. WOOD, CITY CLERK



Agreement

BY & BETWEEN

Robert Regalbuto
Chief of Police
Wildwood, N.J.

And

City of Wildwood, N.J.

January 1, 2019 through December 31, 2023

Employment Agreement

Robert N. Regalbuto
Chief of Police
Wildwood Police Department

This employment agreement is made and entered into this 10th day of July 2019, between the City of Wildwood, hereinafter referred to as the "City" and Robert Regalbuto, the Chief of the Wildwood Police Department, hereinafter referred to as the "Chief".

A. TERMS AND CONDITIONS OF EMPLOYMENT

1. The City agrees that the Chief shall be covered by the same terms and conditions of employment agreements as provided for in the FOP Lodge #7 Rank & File Unit and the FOP Lodge #7 Superior Officers Association, dated, January 23, 2019.
2. Due to the nature and complexity of the job, the hours of the Chief's work week, shall be flexible, but based upon a forty-two (42) hour work week. The Chief shall not be entitled to overtime; however, the Chief may accumulate compensatory time, until reaching the maximum of four-hundred-eighty (480) hours. Currently, the Chief has accumulated and shall be credited with the maximum permitted by contract of four-hundred-eighty (480) hours of compensatory time.
3. Grievances shall be made directly to the Commissioner of Public Safety. If the grievance cannot be resolved, the second step of the grievance procedure shall be the submission to the Board of Commissioners. The third step of the procedure shall be the submission to arbitration as detailed in Article III, Step 4 of the current collective bargaining agreements between the City of Wildwood and the FOP Lodge #7. Should PERC not accept jurisdiction, the dispute will be submitted to the American Arbitration Association for binding arbitration under its then current labor arbitration rules. After the Chief's retirement or other separation from employment, he may enforce any surviving provisions of this contract by way of an action in the New Jersey Superior Court, Cape May County.

4. Membership

- a. It shall be the policy of the City to encourage membership in various professional associations to include, but not limited to; the International Association of Chiefs of Police, the New Jersey State Chiefs of Police Association, Federal Bureau of Investigations, FBI National Academy Associates, FBI-LEEDA, and MALEEDS, etc.
- b. The Chief of Police shall be permitted to attend and be compensated for, at the Chief's regular salary, any school, seminar or conference conducted or sponsored by International Association of Chiefs of Police, New Jersey State Chiefs of Police Association, Federal Bureau of Investigations, FBI National Academy Associates, FBI-LEEDA, MALEEDS, or any other educational programs of a management or supervisory nature.
 - i. All expenses, such as travel, room, food, tuition, books or any other charges connected with the educational program/conferences shall be borne by the City for classes that are held. The per-diem reimbursement will conform with that as delineated on the GSA.gov website.

5. Education

- a. It shall be the policy of the City to encourage the Chief to seek educational advancement on a college or graduate level to improve his effectiveness as a law enforcement executive. The City agrees to reimburse the Chief (100%) of the cost of tuition for enrollment in such courses that would lead to degrees in the law enforcement or criminal justice field.
- b. In order to be eligible for reimbursement, the Chief must present evidence of successful completion of course work with a passing grade.

6. Health Benefits, Retirement Health Benefits and Service Credit

- a. Effective January 1, 2015 the Chief shall contribute 1.5% of his pensionable wage to the City. This contribution, and all contributions set forth under this Article, shall be subject as reasonably possible to the Federal IRS 125 Plan for pre-tax deductions.
- b. The Chief shall be entitled to health benefits and retirement health benefits based upon the terms and conditions afforded other members of the Police Department as specified in Article X, of the agreements as provided for between the City and the FOP Lodge #7 Rank & File Unit and the FOP Lodge #7 Superior Officers Association dated December 17, 2014.
- c. When the Chief reaches the age of where he is eligible for hospitalization and / or major medical under Medicare and is qualified to receive same, the Chief will apply for Chapter 330. If the Chief is not eligible to receive Medicare and / or Chapter 330, the City shall continue to provide hospitalization and / or major medical coverage.
- d. The Chief has the option to waive out of the City of Wildwood health benefit plan annually during open enrollment period. If the Chief exercises this option, and his spouse is insured by any other provider other than the New Jersey State Health Benefits Program, then the City of Wildwood shall pay the Chief, two thousand dollars (\$2,000.00). This shall be the maximum contribution paid to the Chief, unless contrary to State Law. The Chief may opt back into the City of Wildwood benefit program during the open enrollment period each year or sooner as provided by law and plan design. Should the Chief choose to "opt back in" the aforementioned \$2,000.00 shall be pro-rated.
- e. For retirement purposes, the City shall credit the Chief with the completion of Twenty-Eight years and Eleven months of service with the City as of January 1, 2019. Therefore, additional years of service with the City shall be added to the aforementioned twenty-eight years and eleven months.

7. Time Off

a. Vacation

- i. The Chief shall be permitted to accumulate vacation days yearly following the current Agreements between the City and both the FOP Lodge #7 Rank & File Unit and the FOP Lodge #7 Superior Officers Association. Any unused vacation days may be carried forward into the next succeeding year only.

b. Holidays

- i. The Chief shall be permitted to accumulate holidays yearly following the current Agreements between the City and both the FOP Lodge #7 Rank & File Unit and the FOP Lodge #7 Superior Officers Association.
- ii. On an annual basis the City will purchase up to ninety-six hours (96) of accumulated holiday time from the Chief at his option and may purchase additional holidays to the extent that budgeted funds are available for buy back purposes. The City shall establish a single date for submission of such requests and any purchase by the City beyond the initial ninety-six hours (96) of accumulated holiday time shall be allocated equally based on funding availability.

8. Clothing

- a. The City shall reimburse the Chief for clothing purchases used for his employment up to \$1,800.00 per year. The Chief shall have the option to be paid either annually in December or semi-annually in June and December, upon timely submission of a voucher and receipts for items purchased.

9. Professional Liability Insurance

- a. The Chief shall be covered by appropriate insurance purchased by the City of Wildwood. 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 save harmless the Chief from any liability for personal injury or property damage which may result from the actions undertaken by the Chief during the normal course of employment. This provision shall survive the Chief's retirement or other separation from employment.

10. During this Agreement, the Chief shall not be reduced in compensation and/or benefits or be disciplined without just cause.

11. The Chief shall have full and unlimited use of a city owned vehicle as per past practice.

12. The Chief agrees to execute and be governed by a "Donated Sick Leave Agreement" comparable to the agreement that the City executed with the "United Auto Workers Union".

13. Compensation

- a. The Chief shall receive an annual base salary and benefits that is a minimum of 15% above the salary paid to a Deputy Chief in the FOP Lodge #7 Superior Officers Association beginning January 1, 2020.
- b. The City and the Chief agree that annual raises for the Chief will be a minimum of 1.5% or the percentage raise agreed upon for the FOP Lodge #7 Superior Officers Association's Collective Bargaining Agreement (CBA), if higher, unless modified by mutual consent of the parties.

14. Longevity

- a. The Chief shall be entitled to receive longevity pay at a rate of 14% of the Chiefs base salary.

15. Deferred Compensation Program

- a. Effective January 1, 2019, the City shall implement a Deferred Compensation "Catch-Up" program, which shall provide members the opportunity over the course of the final three years of employment to have funds deposited annually into a deferred compensation plan.
- b. The Chief may opt to have up to the monetary value as permitted by law, of accumulated time from an account of his choosing, deposited annually into his deferred compensation plan during the last three years of employment.
- c. The Chiefs deferred compensation plan shall be funded by the City no later than sixty days following the Chief's suitable notice of said request.
- d. The Chief shall not lose any benefit currently provided when the time is deducted from his account totals.

16. Transition Upon Resignation or Retirement

- a. The City and Chief desire and agree to affect an orderly transition upon the Chiefs resignation or retirement. The Chief shall give notice of his resignation or retirement at least six (6) months before his resignation or retirement date.
- b. During the ninety (90) day period preceding his resignation or retirement, the Chief shall pass full control and responsibility of the administration of the agency, to his successor and will remain active only in a consulting role to facilitate an orderly transition.

17. Terms of Employment Agreement

- a. This Agreement shall remain in effect until such time as the Chief retires or is otherwise separated from employment. No separation of the Chief shall occur except under the requirements of the State of New Jersey Statutes and applicable Civil Service Regulations.
- b. The terms of this Agreement may only be modified by mutual written consent of the parties. The provisions of this contract related to post-retirement benefits shall survive the Chief's retirement.

18. Terms and Conditions of Exit Provisions

- a. The Chief, upon retirement, shall receive the following retirement benefits provided for the police officers of the FOP Lodge #7 in their collective bargaining agreements.
 - i. Sick Leave Cash Out; Ten (8) days to be paid by separate check the first January after the year of retirement.
 - ii. Sick Leave Buy Out payable in accordance with Ordinance 1010 to a maximum of \$20,000.00.
 - iii. Holiday Leave Buy Out to be paid by separate check upon retirement for all holidays accumulated upon retirement.
 - iv. Unused Vacation Leave; to be paid by separate check upon retirement and limited to a maximum of two years of accumulated vacation leave.
 - v. Compensatory Time; to be paid by separate check upon retirement, and not to exceed four hundred eighty (480) hours.

19. In any event(s) that the Chief is subpoenaed or requested by the City to testify in court, depositions or appear before any municipal, county, state or federal agency regarding his former duties as Chief, he shall be compensated at the hourly rate at which he retired and guaranteed a minimum of four hours per appearance. Additionally, this includes all expenses including gas, tolls, meals, etc. The amount of city funds for this purpose shall be capped at \$10,000.00 per event.

20. In the event that the Chief should pass away prior to his retirement, the City agrees to pay the Chief's accumulated time to his designated beneficiary; (Danielle Regalbuto), within sixty (60) calendar days to include all: Vacation, Holiday, Personal and Compensatory time.

- a. Additionally, the City agrees to pay said beneficiary for the Chief's accumulated Sick Time, in conformance with the City Ordinance 1010, to a maximum of \$20,000.00.

21. Agreement Approval

WHEREAS, the City has approved the terms and conditions of this Employment/Termination Agreement, and

WHEREAS, the Chief has approved of the terms and conditions of this Employment/Termination Agreement,

IN WITNESS WHEREFOREOF, they set their hand and seals to this Employment/Termination Agreement, although approved after January 1, 2019, the parties agree that the effective date of this Agreement is January 1, 2019.

By: _____ By: _____

Robert N. Regalbuto
Chief of Police
Wildwood, N.J.

Anthony Leonetti
Commissioner of Public Safety
Wildwood, N.J.

Attest: _____

Dated: _____