

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement"), is made and entered into this 17th day of December, 2018 by and between the Township of Long Beach (the "Township") and Anthony Deely ("Deely") of _____ 08008, (collectively referred to as the "Parties.")

WHEREAS, the parties desire to enter into an employment agreement to provide services and the performance of the duties of the position of Police Chief;

WHEREAS, Deely desires to continue to be engaged in the position of Police Chief by the Township;

WHEREAS, the Parties mutually wish to enter into this negotiated contract which sets forth the terms and conditions of employment.

NOW, THEREFORE, inconsideration of the above premises and the mutual premises and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. EMPLOYMENT

The Township hereby agrees to continue the employment of Deely as the Township's Police Chief and Deely does hereby accept continuation of such employment upon the terms and conditions hereinafter set forth and agrees to perform such duties required of him to the best of his ability.

2. DUTIES OF THE POLICE CHIEF

During his tenure as Police Chief, Deeley shall:

- a. Remain qualified and eligible to perform all essential job functions as Police Chief with or without a reasonable accommodation, including but not limited to

the following:

- i. All job duties contained within the Civil Service job description for Police Chief of a local authority;
 - ii. All duties of the Police Chief as generally set forth in N.J.S.A 40A:14-118, the Administrative Code of the Township and all other duties assigned by the Appropriate Authority;¹
 - iii. Participate as a management representative of the Township as directed by the Township and its labor counsel in connection with contract negotiations and labor relations matters;
 - iv. Participate and, as directed, prepare budgetary submissions to the Commissioner in Charge of the Department of Public Affairs and Public Safety.
- b. Receive compensation based on an annual salary (set by annual Salary Ordinance) as an exempt employee (without entitlement to overtime or supplemental compensation) and benefits as established by Township Ordinance or policy as adopted by Township Council;
 - c. Receive use of a vehicle as provided by the Township for use in the performance of his job duties as Police Chief. Deely understands that the Township reserves the right to install monitoring equipment or devices with or as part of that vehicle, in its sole discretion;
 - d. Take no more than five (5) vacation days from June 1 through September 30 in any calendar year;

¹ The term "Appropriate Authority" shall include the definition provided within N.J.S.A. 401:14-118 as well as that established by Township Ordinance or other means of Township action recognized by law.

- e. Additionally, and not by way of limitation, the Police Chief shall establish a work schedule acceptable to the Appropriate Authority. Deely shall be available and perform such duties outside of those days and hours in order to attend Township council meetings or whenever necessitated by the nature of the position, circumstances or events, or directed by the Commissioner in Charge of the Department of Public Affairs and Public Safety.
- f. As the Police Chief, Deely shall establish objectives acceptable to, as well as meet those established by, the Appropriate Authority. The Chief Police shall regularly, as determined by the Appropriate Authority, report upon areas established by the Appropriate Authority.

3. **EXTENT OF SERVICES**

Deely shall devote his entire time, attention and energies to his duties as the Township's Police Chief and shall not be engaged in any other business activity or employment without the express prior written approval of the Appropriate Authority.

4. **COMPENSATION**

A. SALARY

The Township shall pay Deely, as Police Chief, an annual gross base salary as detailed below in accordance with the Township's regular and customary payroll practices, standard deductions, healthcare and pension contributions as well as all Township prorating policies. Effective January 1, 2019, Deely shall receive a one (1%) percent

increase over his 2018 total gross annual compensation for a 2019 annual gross base salary of \$182,660.46.

B. HOLIDAY PAY

The parties acknowledged and agree that the Police Chief is employed in an exempt management position. Accordingly, the following is additional compensation not otherwise required by law. The Police Chief will receive 80% of 21 days' pay as holiday pay.

C. VACATION AND PERSONAL LEAVE

Deely, as the Police Chief, shall receive one hundred and ninety two (192) hours of vacation time for the 2019 calendar year. Vacation time off is provided on a prorated basis based on a calendar year. The Police Chief may carry over earned and unused vacation time from the prior year to be used in the current year (if any unused time exists), but it shall not be carried over beyond the term of this agreement. Vacations shall be scheduled with the approval of the Appropriate Authority. In no event shall the Police Chief and the Captain use vacation time on the same dates, absent approval of the Appropriate Authority.

The Police Chief shall be eligible for thirty-six (36) hours personal leave, which may be used for personal business, with the advance approval with the Appropriate Authority. Personal leave time shall not be accumulated from year to year. The Police Chief shall notify the Appropriate Authority in a timely manner of his request to utilize personal

leave time. If the Appropriate Authority determines that no hardship is created, the leave shall be granted.

D. SICK LEAVE

The Police Chief shall be credited one hundred and twenty hours (120) of sick leave for 2019. It is assumed the Police Chief shall remain in the service of the Township for the remainder of the calendar year and the total number of sick days, pro-rated shall be credited to the Police Chief. If separation occurs before the end of the calendar year and more sick leave has been taken than appropriate on a pro-rated basis, the per diem rate of pay for the excess shall be deducted from the final pay. In the event the Police Chief retires, he shall be paid for sixty percent (60%) of all unused sick leave which he has accumulated up to a gross maximum total equal to five (5) months' pay, if accumulated, at the time of retirement, rounded up to the next \$100. The Township shall have the sole option to defer making this payment until the next calendar year. Payment shall not entitle the Police Chief to use as terminal leave.

E. BEREAVEMENT LEAVE

The Police Chief shall receive the following Bereavement leave: five (5) days per death of a spouse, mother, father, grandmother, grandfather, sister, brother, stepchild, adopted child, granddaughter, grandson, spouse's mother, father, sister, brother, child, stepchild, adopted child, granddaughter, grandson, grandmother or grandfather; two (2) days for the death of an aunt, uncle, great-grandmother, great-grandfather, brother-in-law, sister-in-law, son-in-law or daughter-in-law; one (1) day for the death of a niece or nephew of the

Chief or his/her spouse. Where common disaster results in the death of more than one such relative within forty eight (48) hours, no more than ten (10) days bereavement leave shall be granted.

F. ESTATE BENEFIT

The Township agrees to pay up to a maximum of \$10,000 toward burial expenses if the Police Chief is killed in the line of duty. In the event of the death of Police Chief, his or her survivors will be paid for accrued but unpaid salary, sick, vacation and personal days within sixty (60) days from the date of the death. The Township shall also continue to provide and pay for any and all medical benefits under the same terms as provided elsewhere in this contract for the spouse and the dependent children of the Police Chief if he is killed while still employed during the term of this contract.

G. HEALTH/MEDICAL BENEFITS

The Township agrees to provide a dental plan; an eyeglass plan; a prescription plan with a \$5 copay for generic prescriptions and a \$10 copay for name brand prescriptions; and a medical insurance plan through the State Health Benefits Plan subject to the Chapter 78 healthcare contribution requirements established by the Township by way of payroll deductions in accordance with the Township's regular and customary payroll practices. Additionally, in the event Deely selects a plan subject to an excise or other tax (i.e., "Cadillac Tax"), Deely shall also pay the cost of that tax through equal payroll deductions in the same manner used for Chapter 78 contributions.

The Township reserves the right, in its sole discretion, to contract with other hospital and medical insurance carriers in order to provide coverage, which is substantially similar to the existing benefits as established from time to time under those policies, however, nothing contained herein shall require the Township to do so. The parties further agree that the Township will give notice at least sixty (60) days of the Township's intent to change insurance providers.

The Township shall establish a Section 125 Flexible Spending Account plan ("FSA Plan") pursuant to Federal and State legal requirements which Deely, while an active employee of the Township, may elect to participate through contributions made via equal payroll deductions in accordance with the Township's customary payroll practices and the FSA Plan.

Should Deely retire with twenty-five (25) years or more of creditable service during the term of this contract, the Township shall provide retiree benefits coverage through the State Health Benefits Plan pursuant to the terms and conditions established from time to time by that plan. The Township reserves its right to contract with other medical insurance carriers in order to provide coverage, which is substantially similar to, the benefits provided by the State Health Benefits Plan at that time.

5. DURATION OF AGREEMENT

This Agreement shall be effective retroactive to January 1, 2019. It is expressly understood that this Agreement and all terms and conditions of employment as provided for in this Agreement shall expire on December 31, 2019. This Agreement is nonrenewable.

6. **SCOPE**

Deely recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All of the rights, power and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement. Work schedules remain at the discretion of the Township. This Agreement may only be modified by a document signed by the Mayor, as authorized by a majority of the full Governing Body, and the Police Chief which specifically references this Agreement, states it is an amendment or modification to this Agreement and specifies the amendments or modifications.

Nothing contained within this Agreement shall alter the Township's exclusive right to determine the method, means or position for providing of services covered by this Agreement nor the need to continue, replace or change same. This Agreement does not obligate the Township to maintain the position of Police Chief. The Township reserves the right to terminate the position at any time in its sole discretion. No other compensation or benefits, in any form, shall be provided other than that specifically included within this Agreement.

7. **JURISDICTION FOR DISPUTES**

Any disputes concerning this Agreement in any way must be filed with a Court or Agency located in the State of New Jersey and litigated within the borders of the State of New Jersey.

8. AGREEMENT APPROVAL

IN WITNESS WHEREOF, the parties, intending to be legally bound, knowingly and voluntarily agree to be bound hereby and have executed this Agreement this ____ day of ____, 2019.

BY: [Signature] 12/13/18
Anthony Deely (Date)

BY: [Signature] 12/13/18
Joseph Mancini (Date)
Mayor, Township of Long Beach

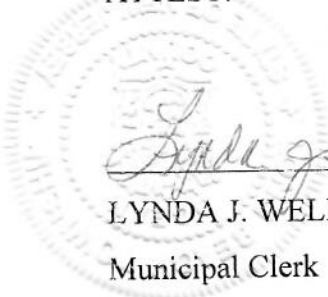
[Signature] 12/13/18 [Signature] 12/13/18
Witness (Date) Witness (Date)

ADDENDUM TO EMPLOYMENT AGREEMENT

THIS ADDENDUM to the Employment Agreement between the Township of Long Beach ("Township") and Anthony Deely ("Deely") is made this 17 day of December, 2018, the parties hereto intending to be mutually bound and in consideration of these mutual promises contained herein amend the Employment Agreement as follows:

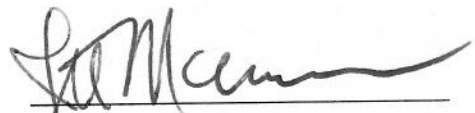
1. Deely and the Township (collectively hereinafter "Parties") are parties to an Employment Agreement entered into on 12/17, 2018, with a term of January 1, 2018 to December 31, 2018.
2. In consideration of the promises and mutual covenants herein and for other good valuable consideration, the sufficiency of which is hereby acknowledged by the Parties and based upon the Parties' good faith negotiations, the Parties agree upon the following Addendum to the Employment Agreement: Paragraph 4.A of the Employment Agreement is revised to include a one-time, non-retroactive payment in the gross amount of \$4,800, less applicable deductions and withholdings, on or before December 31, 2018.
3. This Addendum represents and incorporates the complete and final understanding and settlement by the Parties of all issues related to the subject matter described above. All other terms and conditions of the Employment Agreement remain unchanged and this Addendum shall not otherwise impact, change, revise or modify any other terms and conditions of the Employment Agreement.

ATTEST:

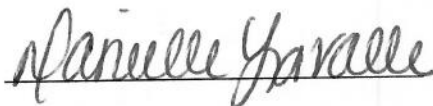


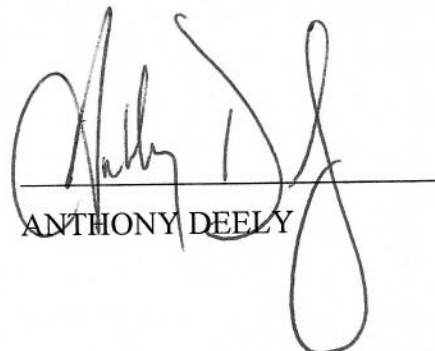

LYNDA J. WELLS, RMC
Municipal Clerk

TOWNSHIP OF LONG BEACH


JOSEPH H. MANCINI
Mayor

ATTEST:




ANTHONY DEELY