

**Resolution of the Demarest Governing Body**

**Resolution No. 139 -24**

**August 12, 2024**

<b>Council Member</b>	<b>Motion</b>	<b>Second</b>	<b>Yes</b>	<b>No</b>	<b>Abstain</b>	<b>Absent</b>
<b>Jiang</b>			✓			
<b>Fox</b>			✓			
<b>Marks</b>			✓			
<b>Slowikowski</b>	✓		✓			
<b>Reiss</b>		✓	✓			
<b>Collins</b>			✓			

**TITLE: A RESOLUTION AUTHORIZING AN EMPLOYMENT CONTRACT FOR DEPUTY POLICE CHIEF FRANK VISAGGIO**

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**WHEREAS**, the Borough Council is the Governing Body of the Borough of Demarest, and is responsible for the establishment and regulation of the Borough's Police Department; and

**WHEREAS**, Frank Visaggio was appointed as Deputy Police Chief per resolution 167-23 dated January 1, 2024; and

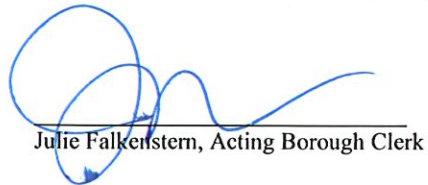
**NOW THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Demarest that the Employment Contract annexed herein and negotiated between the Borough and Deputy Chief Visaggio setting forth the terms and conditions of his employment as Deputy Chief of Police be executed and become effective January 1, 2024.

**APPROVED:**

  
\_\_\_\_\_  
Mayor Brian Bernstein

**CERTIFICATION**

I, Julie Falkenstern, Acting Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on August 12, 2024

  
\_\_\_\_\_  
Julie Falkenstern, Acting Borough Clerk

EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
THE BOROUGH OF DEMAREST  
AND  
DEPUTY CHIEF FRANK VISAGGIO

**WHEREAS** the Borough of Demarest, is a body politic in the County of Bergen, State of New Jersey with offices at 118 Serpentine Road, Demarest, New Jersey; and

**WHEREAS** Frank Visaggio (“Visaggio”) was appointed Deputy Chief of Police for the Borough of Demarest by the Governing Body of the Borough of Demarest effective January 1, 2024; and

**WHEREAS** the parties wish to memorialize each of their responsibilities regarding the employment of Visaggio as Deputy Chief of Police.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the Parties hereby agree as follows:

1. **TERM:** The term of this Agreement shall be two (2) years effective retroactively to January 1, 2024, regardless of the date of execution of this Agreement, and shall expire on December 31, 2025, so long as Visaggio remains employed with the Borough of Demarest as Deputy Police Chief.

2. **POSITION:** Visaggio shall serve in the position of Deputy Chief of Police for the Demarest Police Department, a salaried exempt position not eligible for overtime compensation (except as provided herein) and shall be the second highest-ranking officer within the department. Visaggio shall exercise direct control over all subordinate personnel subject to the authority of the Chief of Police and in accordance with all department and state rules, regulations and written directives of the Demarest Police Department and New Jersey Attorney General Guidelines.

3. WORK SCHEDULE: Visaggio shall be assigned to work a regular work schedule and will not be on the rotating schedule. Visaggio shall work a minimum of forty hours per week. Visaggio acknowledges that he may be required to work more than forty hours in any given work week when business demands dictate, including being required to attend any Council Meetings of the Demarest Governing Body at the request of the Governing Body. Visaggio shall be permitted to select his days off as part of his regular schedule. Although not considered part of manpower, Visaggio shall be eligible to work and shall be compensated for overtime road jobs paid for by third parties only. However, Visaggio shall only be eligible for same after all union members have refused the assignment. Nothing contained herein alters Visaggio's status as an exempt employee.

4. COMPENSATION: Visaggio shall be paid an annual base salary of One Hundred Ninety-Two Thousand and 00/100ths (\$192,000.00) Dollars. As of July 1, 2024 Visaggio shall receive an additional \$5,000.00 per annum, paid regularly through payroll in recognition of Visaggio, as Deputy Chief of Police, being the highest active-duty member of the Demarest Police Department. While serving as Deputy Chief of Police and for the duration of the term of this Agreement only, Visaggio shall receive annual pay increases of 3.5% as follows:

2025: \$198,720.00

In addition to the above, Visaggio shall continue to receive longevity pay in accordance with the current PBA Contract.

5. RESIGNATION/TERMINATION: Visaggio agrees not to retire or resign from his position as Deputy Chief of Police prior to December 31, 2025. Thereafter, Visaggio agrees that for the remaining duration of this Agreement, he shall provide the Borough a minimum of one year's written notice of any intent to retire or resign his position of Deputy Chief of Police. Visaggio shall then be entitled to receive up to one year's salary for terminal leave, to be paid in

quarterly installments after retirement. Nothing contained herein shall prevent the Borough from terminating Visaggio's employment for cause. For the purposes of this Agreement, "for cause" shall be defined as:

- (1) incompetency, inefficiency or failure to perform duties;
- (2) insubordination;
- (3) inability to perform duties;
- (4) chronic or excessive absenteeism or lateness;
- (5) conviction of a crime;
- (6) conduct unbecoming a public employee;
- (7) neglect of duty;
- (8) misuse of public property, including motor vehicles;
- (9) discrimination that affects equal employment opportunity, including sexual harassment;
- (10) violation of Federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and State and local policies issues thereunder;
- (11) violation of New Jersey residency requirements;
- (12) intoxication while on duty;
- (13) illegal use or possession of drugs or intoxicants;
- (14) fraud, misappropriation, embezzlement, theft, dishonesty or similar action by Visaggio;
- (15) other sufficient cause.

6. PREVIOUSLY BANKED TIME: Visaggio has no previously banked vacation, sick or compensatory time as of 12/31/23.

7. HEALTH INSURANCE: For the duration of this Agreement, Visaggio shall receive the same health insurance coverage and benefits as provided to officers who are members of the PBA, Local 350. Visaggio's contribution rate shall be at all times the same as those offered to members of the PBA Local 350, and any successor agreements then in effect for the duration of this Agreement.

8. CLOTHING ALLOWANCE: For the duration of this Agreement, Visaggio shall receive an annual clothing allowance of \$1,000.00.

9. EDUCATION/MEMBERSHIP DUES: With prior written approval of the

Appropriate Authority, which approval shall not be unreasonably withheld, the Deputy Chief of Police shall be permitted to attend any relevant seminar or training session conducted or sponsored by the New Jersey State Association of Chiefs of Police, New Jersey State Police, Federal Bureau of Investigation, or any other educational program concerning the management or supervision of a law enforcement agency. Time spent attending said training shall not be deducted from any bank of time and shall be considered working time for which Visaggio shall continue to receive his regular salary. The cost of any educational program or seminar shall be presented in writing to the Appropriate Authority for consideration. If approved, the Borough shall reimburse the Deputy Police Chief for any tuition costs and/or seminar costs. Visaggio should not assume all requests will be granted and therefore registration and payment should not be made until and unless Visaggio receives written approval from the Appropriate Authority. If approved, Visaggio may use a Borough issued vehicle for travel to/from any seminar or training. All incidental costs incurred shall be borne by Visaggio.

10. POLICE VEHICLE: Visaggio shall be permitted the use of a take-home Borough-issued vehicle to be used for police business only. The police vehicle shall not be used for personal use at any time. Said vehicle shall be used only for official police business, including to respond to or be on call as Deputy Chief for any emergency at any time. When on vacation or extended leave, the vehicle shall be left within the Borough for use by the Department.

11. PAID TIME OFF. The following paid time off shall be provided:  
*Sick Leave*. Visaggio shall be entitled to sick leave in the same manner as provided by the then-current collective negotiation's agreement between the Borough and the PBA. Any unused sick leave at the end of each calendar year shall be rolled over to the next calendar year for use only.

Upon retirement, Visaggio shall be paid out for any accrued but unused sick leave up to a maximum of \$15,000.00.

*Bereavement.* Visaggio shall be entitled to bereavement leave as provided by the PBA Agreement.

*Vacation.* Visaggio shall be entitled to the amount of vacation leave as provided by the current PBA Agreement. Pursuant to N.J.S.A. 40A:9-10.3, vacation leave is not cumulative; however, vacation leave not taken because of business demands shall be granted in the next succeeding year only. Nothing in this paragraph shall affect any vacation time accrued prior to the effective date of PL 2007, C.92 or the date of this Agreement. Prior to scheduling any vacation leave in excess of five (5) consecutive days, Visaggio must receive approval from the Borough Administrator, which approval may not be unreasonably withheld.

*Personal Days.* The Chief of Police is entitled to four (4) personal days per year. Visaggio shall provide three (3) days' notice prior to utilizing any personal day. Personal days are not cumulative and have no monetary value. Any days not used shall expire.

*Compensatory Time.* No additional compensatory time shall be earned.

*Holidays:* Visaggio shall receive the same Holidays provided for in the current PBA and Borough of Demarest contract, presently thirteen days.

12. EVALUATION: The Police and OEM Committee shall evaluate Visaggio's performance once per year. Visaggio shall be responsible for the annual evaluations of subordinate officers.

13. INSURANCE: Visaggio shall be provided the same general liability insurance coverage as all Borough employees acting within the scope of their position. This provision shall be self-executing, and shall not require any other form of documentation, and the liability carrier

shall be and is hereby authorized to act in accordance with the terms of this provision upon receipt of a photocopy of this Agreement, without more.

14. PENSION: Visaggio's pension contribution shall be as set forth by the State of New Jersey for the Police and Firemen's Retirement System.

15. SAVINGS CLAUSE: If any provision of this Agreement is held to be invalid by operation of law or by a court of law or other tribunal of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding among the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, with respect to such subject matter. All prior agreements with respect to the subject matter hereof are terminated and of no further legal force and effect as of the effective date of this Agreement.

17. WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

18. ASSIGNMENT. Visaggio may not assign or delegate, in whole or in part, any of her rights or obligations under this Agreement.

19. COUNSEL. Visaggio acknowledges that he has had the opportunity to consult with counsel concerning this matter and this Agreement, that he has read and fully understands the terms of this Agreement and that, if he so desired, he had sufficient time to have it analyzed by counsel, and that he is fully aware of its contents and of its legal effect. The parties hereto agree that this Agreement shall not be construed against either party on the grounds that such party

drafted this Agreement. Visaggio has entered into this Agreement freely and voluntarily and with a full understanding of its terms.

20. CAPTIONS. The descriptive headings of the paragraphs and subparagraphs hereof are for convenience of reference only, do not constitute a part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof.


[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on

this date specified below:

BOROUGH OF DEMAREST

DEPUTY CHIEF OF POLICE

By:   
\_\_\_\_\_  
Mayor Brian Bernstein

By:   
\_\_\_\_\_  
Frank Visaggio

ATTEST:

Dated: 8/19/24

  
\_\_\_\_\_  
Julie Falkenstern, Acting Borough Clerk

Dated: 8/13/24