

EMPLOYMENT AGREEMENT

BETWEEN

THE CITY OF BURLINGTON

AND

JOHN J. FINE, CHIEF OF POLICE

This Employment Agreement is entered on this 17th day of May, 2022, between the employee, John J. Fine, Chief of Police (“Employee” or “Chief”), and City of Burlington City, (“City”) collectively, referred to as “the parties.”

Whereas, the parties acknowledge that Employee is being reappointed to the position of Chief of Police for the City of Burlington and has served in that position since April 1, 2019; and

Whereas, the parties acknowledge that there is an existing employment contract with the Employee and the parties mutually agree and acknowledge that they wish to renew the terms and conditions for his employment as well as to provide certain management objectives and contractual benchmarks for the future; and

Whereas, the parties, having bargained in good faith, mutually agree to certain terms for the compensation of the Employee for his employment as the Chief of Police for the City, the terms of which are agreed upon as follows:

1. Title/Position: The position of Chief of Police (“Chief”) is a classified position which has a civil service description of the general duties and requirements to serve in the position. The Chief was appointed to this title effective on April 1, 2019, through a civil service testing and interview process and was duly appointed in accordance with said requirements. A reappointment to the position is not required for his continued service as Chief of Police but the Mayor wishes to confirm his reappointment and extend the Chief’s contract. The City of Burlington (“City”) and the Employee mutually seek to set forth the terms and conditions for the Employee’s service during the term of his appointment and to define his duties and establish the terms for his compensation. The parties recognize that the Chief is not a member of any bargaining unit. The parties recognize and agree that Chief is considered to be a management employee who has and will continue to formulate policy and have access to confidential information. Under the Fair Labor Standards Act, the Chief is a highly compensated management employee who is an “exempt” employee for the purposes of application of certain procedures and relating to his eligibility to receive certain benefits.
2. Contract Term. The parties mutually agree and acknowledge that this contract with the City shall be effective as of January 1, 2022 and the terms of this compensation package will expire on December 31, 2024.
3. Duties. The Employee shall perform all of the statutory duties as required under N.J.S.A. 40A:14-118 and shall perform the specific duties of a Chief in accordance with the Civil Service Description for a “Chief of Police” and in accordance with the City’s Ordinance, which duties include, but are not limited to the following:

- (A) Conduct and manage the day-to-day operations of the Police Department, including but not limited to the oversight & management of the Police Department as to deployment of qualified personnel; management of facilities, equipment and City resources;
- (B) Exercise and discharge all statutory and/or regulatory powers, duties, functions and responsibilities of the Chief of Police;
- (C) Administer and enforce all Departmental rules and regulations for the Department including SOP's, Policies, Procedures, and similar Directives as well as all special emergency directives for the Department;
- (D) Prescribe the duties and assignments of all members of the Department for the efficient and effective functioning of the Department;
- (E) Ensure that all officers of the Department are duly qualified and trained at all times as required by the State certification/qualification requirements or other applicable Attorney General's guidelines and maintains lists of required Departmental training and advanced training for the betterment of officers' skills;
- (F) Ensure that the Department and all officers of the Department are in compliance with all applicable Attorney General's guidelines;
- (G) Provide a monthly report and interim reports as requested, to the City Council in the form as prescribed by the governing body or the City Administrator and attend or designate another superior officer to attend bi-weekly City Council meetings;
- (H) Skills enhancement and mentoring leadership programs; continuing to promote a positive culture for professional law enforcement activities, training and community relations.
- (I) Submission of an annual budget, payroll records and tracking, upon receipt of data from the Township or Finance Department, to monitor Municipal Court and case outcomes to ensure consistency with appropriate law enforcement goals for safety, community policing, and traffic enforcement initiatives;
- (J) Oversight and Management of Departmental Training Compliance programs for Police officers to ensure compliance with Attorney General's Guidelines, NJ requirements and/or Police Training Commission standards;
- (K) Perform such other duties and/or delegate such tasks as set forth herein in accordance with the requirements of the contract and/or the Chief's statutory duties and tasks performed by Chiefs of similarly sized municipalities within this County.

1. Prior Service and Experience. The City acknowledges that prior to his appointment as the Chief, the Employee was previously appointed as a uniformed police officer since October 22, 2001, during which he achieved the Superior Officer rank of Captain and that through his appointment as the Chief of Police for the City and through the purchase of prior eligible service as an SLEO, his participation in the PFRS pension system dates back to October 22, 1999. With this contract, the Chief's service and participation in the PFRS pension system will continue to provide additional years of government service and PFRS pension participation.
2. Work Schedule. The Employee's work week shall consist of a five-day schedule from Mondays-Fridays, in which the regular work week schedule consists of a forty (40) hour work week, starting daily at approximately 09:00AM to 5:00PM (with one-hour each day for

lunch), with the understanding that due to the nature of policing and supervising the Department, that there are times where the Chief will be required to work in excess of a standard forty hour work week such that the Chief is able to “flex” his starting or ending time after extensive supervision of shifts, investigations or in the performance of other similar Police Departmental duties associated with command and management of the Department.

3. Compensation. Upon his appointment as Chief, the parties agree to the following revised terms and benefits for the compensation of Employee as the Chief effective January 1, 2022:

(A) Base Salary. Calculations of Components. The Chief’s base salary for 2022 is based upon the 2022 Salary Ordinance in which it is agreed by the parties shall be \$138,670.00 from January 1, 2022 to October 21, 2022 (step 6) and \$142,959.00 from October 22, 2022 to December 31, 2022 (step 7), based upon the current Chief’s experience, qualifications, and the administrative and managerial objectives and benchmarks, which include the following:

- The Chief holds a Bachelor of Arts Degree in Public Administration;
- The Chief holds a Master’s Degree in Administration
- The Chief is a graduate of the FBI National Academy training

(A) Compensation for Earned Educational Credits and Advanced Training.

- i. College credits: The parties acknowledge that the Chief has already obtained a Bachelor’s degree and a Master’s Degree in a course of study directly related to and highly pertinent to the performance of his duties as Chief of Police. Based upon that level of achievement, the Chief shall be eligible to receive an annual education credit of \$2000 to be paid in November of each year. No additional college credits for college or post-graduate courses attended shall be included as a basis for additional compensation during the term of this contract.

(B) Annual Salary Increases. The parties agree that for 2022, 2023 and 2024, the percentage rate increases for the Chief shall be two percent (2%) for each year. In addition, the Chief’s salary shall advance one-step on his anniversary date of hire to step 7. The Chief’s salary will therefore be as follows:

01/01/2022 – 10/21/2022 \$138,670.00 (step 6)
10/22/2022 – 12/31/2022 \$142,959.00 (step 7)
01/01/2023 – 12/31/2023 \$145,818.00 (step 7)
01/01/2024 – 12/31/2024 \$148,734.00 (step 7)

The Chief of Police shall earn a minimum of \$1.00 more than any other police officer, Sergeant, Lieutenant or Captain for the regular base pay.

1. Vacation, Personal and Sick Days; Compensatory Time: The Parties agree and acknowledge that the Employee shall be entitled to the following benefits:

(A) Vacation Time. The Parties acknowledge and agree that based upon the Chief's number of years of service with the City, of more than twenty-one (21) years of service, he shall be entitled to twenty-five (25) vacation days per year, which is consistent with the provisions for vacation time as set forth in the Employee Handbook. The Parties recognize that during the term of this contract, the Chief will have additional years of service, and consistent with the requirements of the City's Employee Handbook, he shall be entitled to thirty (30) days of paid vacation time upon reaching that service threshold. Vacation time not used in the year it was earned may be carried over into the next year only. Any vacation time which has been carried over from the prior year by the Employee and which is not used by the end of that following year shall be forfeited. The allotment of vacation time during this contract shall be based upon the Employee's years of service and shall increase in a manner consistent with the provisions in the City's Employee Handbook.

(B) Sick time.

- i. General Provisions. The Employee shall be entitled to fifteen (15) sick days per year. Unused sick time may be carried over from year to year and accumulated or banked by the employee with no time limitation on the number of days or hours accumulated.

(A) Personal time. The Employee shall be entitled to three (3) personal days per calendar year.

(B) No Compensatory Time; Ability to "Flex" time; No Overtime:

- i. As a highly compensated management employee who formulates policy, supervises staff, and based upon the base salary as set forth herein, the Chief is deemed to be an "exempt employee" within the meaning of the Fair Labor Standards Act such that the Chief is not eligible to earn overtime or compensatory ("comp") time. The Chief shall spend sufficient time physically present at his job to ensure the smooth and responsible operation of the Police Department over which he has supervisory control. The Chief shall work at least forty (40) hours per regular work week, which is typically Monday through Friday, during the regular business hours of the City, and shall be available to the City of Burlington, the Mayor, and Business Administrator as needed. A regular business day shall consist of eight (8) hours per day from approximately 09:00 am until 5:00 pm. In instances in which the Chief works hours in excess of a traditional 40 hour work week, the Chief may elect to "flex" the time of his arrival and/or departure times within the following fourteen (14) business days following the extended work week, so long as such revisions to the regular work schedule are duly recorded and a record of the schedule revision is provided to the appropriate senior administrative personnel. Under no circumstances shall the ability to

“flex” time ever be converted to being compensable time or to be the basis for a supplemental payment or earnings for the period of time being “flexed.”

- ii. The Chief is permitted to work “extra duty” assignments, which assignments provide police protection and/or traffic control for contractors who reimburse the City for the cost of staffing such assignments. The Chief will endeavor to offer said opportunities to lower ranking full-time officers, but in the event there is an insufficient number of officers available or willing to provide these services, the Chief shall be eligible to work these assignments in accordance with the standard applicable reimbursement rates paid to the City for police officers performing these services.

1. Paid Holidays. The Chief shall be entitled to the following paid holidays:

New Year’s Day; Dr. Martin Luther King Jr. Birthday; Lincoln’s Birthday (floating holiday); President’s Day; Good Friday; Memorial Day; Independence Day (July 4th); Labor Day; Columbus Day; Election Day; Veteran’s Day; Thanksgiving Day; the Day after Thanksgiving Day; and Christmas Day.

2. Health Insurance Benefits; Dental Insurance Coverage; and Flexible Spending Plan.

(A) The Employee shall be entitled to health and dental insurance coverage consistent with the City’s membership or participation in the State Health Benefits Plan, in which each employee enrollee contributes toward the cost of the insurance premium based upon a sliding scale of copayments consistent with the schedule set by the NJ State Health Benefits Plan under P.L. 2011, ch. 78, or its successors. The Chief as well as his spouse and eligible dependents are able to be covered by this insurance.

(B) During the term of this contract, the Chief is eligible to enroll in or utilize a Flexible Spending Account (Section 125 Plan). The City agrees to provide access to seminars or information which will assist the Employee in utilizing this benefit (FSA/Section 125 Plan) which provide greater benefits for reimbursement of health care costs. The City agrees that if requested by the Employee, the City will provide the means for the employee to participate or enroll in the Flexible Spending Account under the Plan designated by the City, including making the required payroll deductions for the employee for participation in the account.

- (C) Upon retirement in good standing, the Employee shall have the opportunity to remain in the City’s Health Benefits Plan to maintain health insurance coverage for himself, his spouse and eligible dependents at that time, during his retirement, so long as the Chief (and his spouse and eligible dependents) is eligible to do so based upon the requirements of the applicable statute with respect to the Employee’s years of service with the City, as a member of PFRS at retirement and further provided the Chief (and his spouse and eligible dependents as the case may be) shall apply for Medicare Part B benefits for which the City shall not be responsible to reimburse any deductibles, co-pays or expenses associated therewith.

1. Attendance at Seminars and Conferences. The City acknowledges that from time to time, it may be appropriate for the Chief to attend seminars and conferences relating to the performance of his duties as Chief of Police, including all expenses for his attendance at State and County Police Chiefs conferences. The cost for enrollment in all such courses shall be paid for or reimbursed to the Chief by the City. The Chief’s attendance, to the extent feasible,

shall be during usual City business hours and be deemed performance of his duties, such that the time traveling to, attending and travel time back to work shall all be deemed time at work. The City agrees to reimburse the employee for all reasonable travel expenses such as for mileage (at the standard IRS rate), for any tolls or parking expenses. Unless pre-approved, expenses for overnight conferences or seminars such as hotels and meals are not reimbursable, with the exception of conferences or seminars held in the State of New Jersey, Mid-Atlantic region States, Virginia and the District of Columbia. In recognition of the grant funding and training opportunities which the Chief is able to pursue through his annual attendance at either the FBI's National Academy conference or the IACP, his travel expenses, hotel accommodations and conference fees for his attendance out of the State to attend the FBI's annual National Academy conference or the annual IACP conference shall be paid for by the City of Burlington.

2. Sick Time sell back; eligibility upon retirement. The City and the Chief acknowledge that the Chief commenced his employment with the City after October 1, 1999, such that he is permitted to sell back sick time at his retirement consisting of unused sick to a maximum amount of 100 sick days (based upon an eight-hour work day) at the time of retirement, so long as it is consistent with the laws of this state at the time of retirement, in that the law is not changed with retroactive application. The Compensation paid at retirement will be calculated by dividing the annual salary by two hundred sixty (260) to derive the daily rate of pay. The two hundred sixty (260) day calculation is a function of multiplying twenty-six (26) pay cycles times eighty (80) hours per pay cycle (which represents the total number of scheduled hours worked in a year of 2080 hours), then dividing that figure (2080) by the compensation cycle work day consisting of eight (8) hours. This formula reflects and confirms that the eighty (80) hour pay period or compensation cycle shall be the basis for calculating payment of unused sick time at retirement, and not using the eighty-four hour (84) hour working tour of duty.
3. Other Benefits; Pension; Clothing Allowance. (i) Group Life Insurance. The City and the Chief acknowledge that the Chief will seek to continue to maintain his membership in the New Jersey Police and Fireman's Pension (PFRS) retirement system and the group Life insurance benefits afforded to members of that pension system's program of benefits. If the Chief chooses to continue to accrue service time under this pension plan, it will be the Chief's sole responsibility to initiate and obtain the necessary approvals from the administrator of the PFRS for accruing time credits in that pension system. The Parties recognize that the City and the Chief are bound by changes made by the plan, including increases in co-payment amounts. Neither the Mayor, City Council, Chief Financial officer or the City Business Administrator assume responsibility for the Chief's accrued service time under his existing PFRS pension account. (ii) Health Insurance in the Event of Death in Office. The City agrees to continue health insurance coverage for the spouse and eligible dependents of the Chief in the event that he dies while in office. The health insurance benefits would be continued for a period of eighteen (18) months after the Chief's death, unless otherwise proscribed by State or Federal Law. (iii) Clothing Allowance. The City and the Chief of Police agree that the Chief shall be entitled to an annual clothing allowance in the amount of two thousand dollars (\$2,000.00) payable to the Chief of police on the first pay period in November each year. (iv) Use of City Vehicle. The City agrees to supply the Chief of Police with an unmarked automobile, at the City's expense, from its existing fleet of motor vehicles to be used for police work, at all times

covered by this Agreement. This vehicle will be equipped as needed for police work. There shall be no limit on the use of the vehicle for police work or anything associated with police work, such as meetings, trips, and training, conferences, or any other travel needed to carry out the duties of the Chief of Police.

4. Additional Benefits; Longevity. The Chief acknowledges that during the course of his employment with the City, he has been entitled to or eligible for additional annual compensation benefits which is also known as "Longevity" Benefits, which are based upon the length of his employment with the City, and are annual payments made on the anniversary date. The amount of the Longevity is based upon the Employee's continued employment with the City. The Chief shall be paid, in addition to and together with his or her annual base salary, additional compensation based upon the length of his service in the City of Burlington Police Division. Based upon his date of appointment as a sworn officer, the Chief's longevity is currently 6.5%, and will increase an additional 1.5% at 20 years of service, at 25 years of service, at 30 years of service, and for every 5 years of continued service with the City.
5. Other Pension Rights and Benefits. The City acknowledges that the Employee has been enrolled in the Police and Firefighters Retirement System (PFRS) and that the City agrees to continue said enrollment without interruption and that the City further agrees to provide life insurance consistent with the terms offered to all other City employees enrolled in the PFRS pension system.
6. Term and Renewal. In the event that the Chief is eligible to retire consistent with the eligibility requirements of the NJ PFRS Pension Fund requirements or other applicable law, and elects to do so, the Chief acknowledges and agrees that he shall advise the City Business Administrator of the retirement date no less than ninety (90) days prior to the Chief's effective date of retirement. Upon making such a declaration of the Chief's intent to retire, the Chief may use no more than 30 vacation days or personal days in any combination as terminal leave prior to the Chief's final work day before the effective date of retirement unless approved in writing by the Mayor.
7. Outside Employment. The Parties acknowledge that the Chief currently engages in teaching of courses in Law Enforcement and/or Criminal Justice. The Parties agree that the Chief shall be permitted to continue to engage in teaching courses, so long as such obligation does not interfere with the performance of his duties as Chief. All other outside employment or assignments must be approved by the Mayor in advance of accepting such employment or assignments, which approval shall not be unreasonably denied. In any outside employment, the Chief is prohibited from wearing a City of Burlington uniform. The Chief agrees that he shall be prohibited from any employment or assignment which requires him to carry his service weapon.
8. Miscellaneous. The Employee shall be entitled to the same standard benefits which apply to other City employees for such events as family Bereavement; Family Leave and the Employee shall be subject to the standard provisions as other City Employees as are set forth in the City's Employee Handbook and/or the Policy and Procedure Manual and/or City Code with respect to Worker's Compensation (injury on duty) procedures; Health & Safety; Family Leave and similar entitlements. Unless otherwise provided for by state statute, City

Ordinance, policy or procedure, the Chief reports to the Mayor and the Business Administrator.

9. Governing Law. This contract shall be interpreted and be governed by the laws of the State of New Jersey without giving effect to the principles of conflict of laws.
10. Management Rights. The City hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement in accordance with the laws and Constitution of the State of New Jersey and of the United States, except where limited by express and specific terms of this Agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and law of the State of New Jersey and United States. The City hereby also reserves its right to change any aspect of its Policy and Procedure manual and/or the Employee Handbook, which may also apply to and affect management employees, including the Chief. Where feasible, the City will provide the Employee with 30 days' notice of the proposed policy change but said changes relate to management prerogatives and are not negotiable.
11. Severability. If any provision or section of this Agreement is determined to be invalid or unenforceable by any law, rule, regulation or determination by a Court of law, such ruling or determination shall have no effect on the validity or enforceability of any other provisions, including the entire agreement.
12. Captions/Headings. The captions or headings in this Agreement are inserted only as a matter of convenience and for ease of reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement, nor shall they in any way affect this Agreement or the construction of any provision.
13. Entire Agreement. This Agreement sets forth all promises, agreements, conditions and understanding among the parties, and there are no promises, agreements, conditions or understanding either oral or written among them or other than as are herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding on any party unless made in writing and signed by all parties.

Attest:

FOR THE CITY OF BURLINGTON:

Cindy A. Crivaro, RMC
Municipal Clerk

Barry W. Conaway, Mayor
Dated:_____

CHIEF OF POLICE:

Witness

John J. Fine, Police Chief
Dated:_____

