

EMPLOYMENT AGREEMENT

CITY OF VENTNOR AND JOSEPH FUSSNER, CHIEF OF POLICE

THIS EMPLOYMENT AGREEMENT ("Agreement") is made between the CITY OF VENTNOR, a municipal corporation of the States of New Jersey, having an address of 6201 Atlantic Avenue, Ventnor, New Jersey, and employee, Joseph Fussner, Chief of Police, (collectively, "the parties").

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and the parties to the Agreement intending to be legally bound, hereby agree as follows:

1) All rights, duties and obligations contained within the PBA contract between the PBA and the City of Ventnor covering the period January 1, 2022 through December 31, 2024, shall apply to Joseph Fussner with the following modifications:

a. The Chief of Police shall be entitled to 35 vacation days. One day shall be equal to eight (8) hours. Vacation leave not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only. Accordingly, the maximum that employee may carry over is thirty-five (35) days and at no time shall employee have more than seventy (70) days of vacation leave available.

b. While the Chief of Police is considered on call for duty 24 hours per day, the Chief shall work an average of 40 hours per week. The Chief of Police shall set the hours, as he deems best to insure the efficient operation of the Department, however, is expected to be in attendance at work during normal business hours. The Chief of Police is considered an exempt employee for the purposes of receiving overtime under the Fair Labor Standards Act and, as such is not eligible for overtime or compensatory time for hours worked in excess of 40 hours per week, with the exception set forth below in paragraph 1(c).

c. Notwithstanding the stipulations set forth above in paragraph 1(b), the Chief of Police may be entitled to overtime compensation but not compensatory time in the event of a natural disaster, strike situation or other critical situation as declared by the County of Atlantic or State of New Jersey. In order for the Chief of Police to receive overtime compensation, the City of Ventnor must be reimbursed by the County of Atlantic, State of New Jersey, the United States Federal Government, or some other entity for such payments and payment to the Chief must be a requirement of the reimbursement. The overtime compensation payable to the Chief of Police shall be payable only up to the rate upon which the City of Ventnor was reimbursed. Furthermore, any such overtime payments to the Chief of Police must not contradict, circumvent, or in any way diverge from any directives issued

by the County of Atlantic, State of New Jersey of the United States Federal Government. Overtime compensation shall be defined at 1.5 times the Chief of Police's hourly rate for any hours worked over and above 40 hours per week.

d. The Chief of Police shall not be entitled to earn or accumulate any compensatory time while serving as the Chief. Any compensatory time accumulated prior to becoming Chief may be retained and same will only be diminished if used.

e. To facilitate response to emergencies and ensure effective communications, the Chief of Police is provided an unmarked vehicle from the Police fleet for his use. The City shall provide a police vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief of Police in connection with the performance of his/her duties as Chief of Police and for his professional growth and development. It may be used by the Chief for personal reasons, since the Chief is "on-call" in the event of emergency at all times.

f. The base salary of the Chief of Police shall be set by the salary ordinance and shall be \$158,705, including \$1,600 accreditation acknowledgement for employees hired prior to 1/1/17, plus longevity, which is capped at 10% of base salary, and holiday, and inclusive of compensation for overseeing Special Events and Information Technology for the City of Ventnor for the duration of this Agreement. This is consistent with Article 11, Subsection F. and Article 12, Subsection A of the most current PBA Contract. Payment under this calculation shall continue to be paid in equal, bi-weekly installments.

g. The Chief of Police shall receive an annual college incentive payment consistent with Article 27, Subsection C of the Agreement between the City and PBA. The Chief of Police will be paid an additional college incentive payment of \$1,500 for a master's degree. Total college incentive payment for any given year shall not exceed \$4,500. Proof of degree may be submitted to the CFO for the City. This payment shall be made in one lump sum by way of check, which shall be separate and apart from the regular paycheck. This sum shall be payable upon the first scheduled pay in December each year. College incentive payment is not part of base salary and is not pensionable.

h. The Chief of Police shall receive instructors pay as described in Article 26, Subsection D of the most Agreement between the City and PBA.

i. The Chief of Police shall receive compensation for 14 holidays to be calculated at the straight rate of pay and said amount shall be added to base salary. The Chief of Police shall be entitled to observe the official holidays for city employees as designated in the PBA contract.

j. The parties acknowledge that the Chief of Police is subject to the Civil Service laws of the State of New Jersey for purposes of discipline, demotion, termination or any other activity which may fall within the purview of the Civil Service laws (N.J.S.A. 11A:11.1 et al, N.J.A.C. 4A, et al). In the event, it is determined by and through the appropriate channels that action is required against Joseph Fussner, including demotion and/or

termination, it is the understanding and intent of the parties that the terms of this Agreement shall be null and void upon such a finding.

k. All rights, duties and obligations contained in the PBA contract between the City and PBA effective January 1, 2021, including but not limited to health care benefits, shall apply to Joseph Fussner, except where modified in this contract. In addition, the Chief is bound by the City's policy and procedure manual where the manual does not specifically conflict with a term contained herein or in the PBA contract.

THIS AGREEMENT shall be in full force and effect as of January 1, 2023, and shall remain in effect through and including December 31, 2025. Annual Base salary for each ensuing year of this agreement shall be at 10% greater than annual base of Captain or has determined by vote of the Mayor and Commissioners if greater.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the CITY OF VENTNOR, New Jersey, on this 23 day February, 2023

CITY OF VENTNOR



TIM KRIEBEL, COMMISSIONER OF PUBLIC SAFETY

ATTEST:



LISA HAND, CLERK



JOSEPH FUSSNER, CHIEF OF POLICE

ATTEST:



LISA HAND, CLERK