

ORDINANCE NO. 21-03

**AN ORDINANCE ADJUSTING THE SALARY ORDINANCE FOR
THE POLICE CHIEF AND FIRE CHIEF OF THE CITY OF OCEAN CITY**

WHEREAS, on November 30, 2017 City Council adopted Ordinance 17-21 establishing and fixing a range and maximum salary for department heads, including the Chief of Police and the Fire Chief, from \$90,000 to \$160,000; and,

WHEREAS, state law requires the starting base salary of the Chief of Police to be higher than the highest base salary of the ranking police officer next in command below the Chief; and,

WHEREAS, by operation of the collective bargaining contracts which establish the base salary for the Captains of Police, the salary range in Ordinance 17-21 is not sufficient to compensate the Chief of Police at a rate higher than his respective subordinate officers; and,

WHEREAS, in recognition of this statutory requirement, the Administration has negotiated a contract with the current Chief of Police in which his salary is set at 10% above the Captains of Police (who is the ranking police officer next in command below the Chief); and,

WHEREAS, City Council approved the said contract for the Chief of Police by adopting Resolution 19-56-183; and,

WHEREAS, the Administration has negotiated with the Chief of the Fire Department; and,

WHEREAS, the salary of the Chief of the Fire Department is currently at the salary cap set forth in Ordinance 17-21 and the negotiated salary would exceed the salary cap; and,

WHEREAS, raising the cap on the salary of the Chiefs of both departments will give the Administration the discretion, but not the obligation, to increase Chief salaries in order to ensure that their compensation exceeds that of the ranking officer or fire fighter next in command below the Chief; and,

WHEREAS, Ordinance 17-21 currently provides the Mayor with sufficient latitude to compensate the other Department Heads; and,

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Ocean City, County of Cape May, State of New Jersey, as follows:

SECTION 1.

Salary Ordinance 17-21 is hereby amended to provide that the maximum salary for the Chief of the Police Department and the Chief of the Fire Department shall be \$195,000.

SECTION 2.

Any and all salary increases are contingent upon the availability of funds.

SECTION 3.

The adoption of this ordinance shall operate to provide salary increments only if the employee has satisfactorily performed the duties of his position.

SECTION 4.

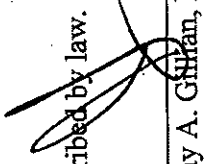
All ordinances or portions thereof inconsistent with this Ordinance are repealed to the extent of such inconsistency.

SECTION 5.

If any portion of this Ordinance is declared to be invalid by a Court of competent jurisdiction, it shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect.

SECTION 6.

This Ordinance shall take effect in the time and manner prescribed by law.



Jay A. Gilman, Mayor



Robert S. Barr, Council President

The above Ordinance was passed by the Council of Ocean City, New Jersey, at a meeting of said Council held on the 25th day of February, 2021, and was taken up for a second reading and final passage at a meeting of said Council held on the 11th day of March, 2021 in the Bill and Nancy Hughes Performing Arts Center at the Ocean City High School, E. 6th Street, Ocean City, New Jersey, at 7 o'clock in the evening.



Melissa G. Rasner, City Clerk

This employment agreement is made and entered into this 25th day of February 2021, between the City of Ocean City, hereinafter referred to as the "City", and Fire Chief James Smith, hereinafter referred to as "Chief."

The Chief was appointed on November 7, 2016. Commencing on the date of appointment and continuing thereafter, the Chief's compensation, benefits and other emoluments of employment were the subject of discussions and agreements.

The Chief's duties and responsibilities include the management and supervision of the City's Fire Department, Emergency Medical Services and Beach Patrol.

The City and the Chief wish to memorialize the existing and future terms and conditions of employment in a written employment agreement, subject to modification based on added or amended duties and responsibilities.

A. Compensation and Benefits:

1. The Chief's pensionable salary for 2020 is \$173,894 annually. Effective January 1, 2021 and thereafter, the Chief's salary shall increase annually in accordance with the same annual percentage as agreed upon between the City and the IAFF Local 4032.
2. In addition to the above, the Chief shall continue to be compensated \$7,500 annually for his duties as Deputy Emergency Management Coordinator, which is pensionable.
3. In addition to the aforementioned salary, effective January 1, 2021 and thereafter, the Chief shall receive all benefits and perks exclusive of additional compensation, as outlined in the Ocean City Fire Department Local 4032's Collective Bargaining Agreement ("IAFF Local 4032 CNA").
4. Effective January 1, 2021, the Chief's existing banked leave time shall continue to accrue and be credited in accordance with the IAFF Local 4032 CNA.

B. Education and Professional/ Leadership Development:

1. It shall be the policy of the City to encourage and provide for annual membership in professional associations and permit Chief a leave of absence without loss of pay or time to attend and/or serve as representative of the New Jersey Fire Chiefs Association, New Jersey Career Fire Chiefs Association, and any international, national, or county fire chiefs association functions, meetings, conventions or seminars and attend any other meeting or conference held by the New Jersey Career Fire Chiefs Association which require his

attendance. Subject to the approval of the Business Administrator, the City agrees to reimburse Chief for all reasonable expenses incurred for attendance at the functions listed herein and any other seminar, training, conference or educational program.

2. It shall be the policy of the City to encourage periodic skills enhancement, leadership, or other job-related training. Time off to attend such shall be granted and the cost of such training including travel to/ from, lodging, meals, shall be provided by the City.

3. It is understood that the Chief will normally attend annual leadership training conferences including, but not limited to the Fire Department Instructor's Conference (FDIC), Firehouse Expo, and the Fire Rescue International (Int'l Association of Fire Chiefs).

C. Fire Vehicle:

1. Due to the nature of employment conditions for the Chief, the City agrees to supply the Chief with full and unlimited 24-hour use of an unmarked vehicle. The vehicle shall be equipped with safety equipment as needed for emergency response.

D. Continuation of Benefits Not Covered by This Agreement:

1. All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the City Ordinance or the Ocean City Fire Department Local 4032 Collective Bargaining Agreement. If any conflicts exist, such conflicts shall be controlled by the IAFF Local 4032 CNA and any disputes shall be resolved in accordance with applicable law.

2. There will be no diminution or reduction in compensation, benefits or other emoluments of employment for the duration of this agreement. To the extent that the City enters into an employment and/ or a collective bargaining agreement with any fire department employees during the life of this agreement which provides for a greater benefit(s) than set forth herein, this agreement shall be automatically amended to provide for such greater benefit(s).

E. Entire Agreement:

1. This agreement represents and incorporates the complete and final understanding between the parties on all issues which form the subject matter of this contract.

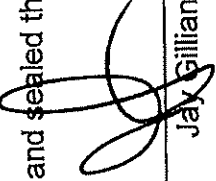
F. Effective Date and Term:

1. This agreement shall remain in effect until such time as the respective Chief retires or is otherwise separated from employment.
2. No separation of a Chief shall occur except under the requirements of the State of New Jersey Statutes and applicable Civil Service Regulations.
3. The effective date of this agreement is January 1, 2020.

G. Legal Defense and Liability Insurance:

1. The Chief shall be covered by appropriate fire and professional and general liability insurance purchased by the City. The City agrees to provide legal representation for 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 hold 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 business.

IN WITNESS THEREOF, the parties hereto have caused these presents to be properly signed and sealed this 3rd day of March, 2021.

By: 
Jay Gillian, Mayor

By: 
James Smith, Fire Chief

ATTESTED TO BY:


Melissa G. Rasner, City Clerk

Police Chief Employment Contract

This employment agreement is made and entered into this 13th day of March, 2021, between the City of Ocean City, hereinafter referred to as the "City", and Police Chief John J. Prettyman, hereinafter referred to as "Chief".

A. Compensation and Benefits:

1. The Chief's pensionable salary for 2021 shall be \$176,937 annually, which is at least 10% above the Captains of Police. Thereafter, the Chief's salary shall increase annually in accordance with the same annual percentage as agreed upon between the City and the PBA Local #61.
2. If the City decides to promote a Deputy Police Chief, the Chief's salary shall be set at 10% above the Deputy Police Chief's pensionable salary. This will maintain the 10% separation between all ranks within the department.
3. In addition, the Chief shall receive all benefits, perks, and additional compensation as outlined in the current Ocean City Policeman's Benevolent Association (PBA) Local #61's Collective Bargaining Agreement.

B. Education and Professional/ Leadership Development:

1. It shall be the policy of the City to encourage and provide for annual membership in professional associations including the FBI National Academy Associates (FBINAA), the New Jersey State Association of Chiefs of Police (NJSAOP), and the International Association of Chiefs of Police (IACP).
2. It shall be the policy of the City to encourage periodic skills enhancement, leadership, or other job-related training. Time off to attend such shall be granted and the cost of such training including travel to/ from, lodging, meals, shall be provided by the City.
3. It is understood that the Chief will normally attend annual leadership training conferences including, but not limited to the New Jersey State Association of Chiefs of Police, the FBI National Academy Associates, and the International Association of Chiefs of Police.

C. Police Vehicle:

1. Due to the nature of employment conditions for the Chief, the City agrees to supply the Chief with full and unlimited 24-hour use of an unmarked vehicle. The vehicle shall be equipped with safety equipment as needed for emergency response.

D. Continuation of Benefits Not Covered by This Agreement:

1. All employment conditions not covered by this agreement shall continue to be governed, controlled, and interpreted by reference to either the City Ordinance or the current Ocean City PBA Local #61 Collective Bargaining Agreement.
2. To the extent that the City enters into an employment and/ or a collective bargaining agreement with any superior officers during the life of this agreement which provides for a greater benefit(s) than set forth herein, this agreement shall be automatically amended to provide for such greater benefit(s).

E. Entire Agreement:

1. This agreement represents and incorporates the complete and final understanding between the parties on all issues which form the subject matter of this contract.

F. Effective Date and Term:

1. This agreement shall remain in effect for at least 5 years or until such time as the respective Chief retires or is otherwise separated from employment.
2. No separation of a Chief shall occur except under the requirements of the State of New Jersey Statutes and applicable Civil Service Regulations.
3. Although approved after January 1, 2021, the parties agree that the effective date of this agreement is January 1, 2021.

G. Legal Defense and Liability Insurance:

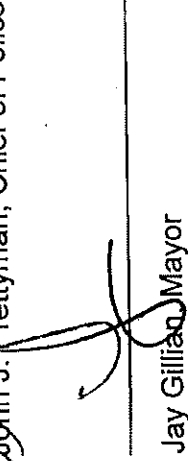
1. The Chief shall be covered by appropriate police and professional and general liability insurance purchased by the City. The City agrees to provide legal representation to the Chief if litigation should develop as a result of actions performed in the line of duty as a City employee. Additionally, the City will indemnify and hold 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 business.

IN WITNESS THEREOF, the parties hereto have caused these presents to be properly signed and sealed this 13th day of March, 2021.

By:


John J. Prettyman, Chief of Police

By:


Jay Gilliam, Mayor

ATTESTED TO BY:



Melissa G. Rassner, City Clerk