

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2011-180

TITLE: RESOLUTION RATIFYING THE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND POLICE CHIEF BRIAN MARKER

WHEREAS, THE Chief of Police has requested an employment contract outlining the terms and conditions of his employment including all benefits; and

WHEREAS, the attached agreement has been reviewed and approved by both the Chief of Police, Brian Marker and the Township of Lower.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower that the attached Agreement between the Township of Lower and the Chief of Police, effective July 1, 2011 through June 30, 2014 be and is hereby ratified.

I hereby certify the foregoing to be a resolution adopted by the Township Council at a meeting held on August 1, 2011.

Claudia R. Kammer
Claudia R. Kammer, Township Clerk

	CONRAD	SIMONSEN	DOUGLASS	LARE	BECK
MOTION	X				
SECOND			X		
AYE	X	X	X	X	Y
NAY					
ABSTAIN					
ABSENT					

AGREEMENT BETWEEN
THE TOWNSHIP OF LOWER
AND
BRIAN MARKER
THE CHIEF OF POLICE
OF THE TOWNSHIP OF LOWER

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THE TOWNSHIP OF LOWER AND THE CHIEF OF POLICE OF THE
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**EMPLOYMENT CONTRACT BY AND BETWEEN
THE TOWNSHIP OF LOWER AND THE CHIEF OF POLICE OF
THE TOWNSHIP OF LOWER**

THIS AGREEMENT dated _____, 2011 is by and between the **Township of Lower**, a municipal corporation of the County of Cape May, State of New Jersey, (herein after referred to as the "**Township**") and **Brian Marker**, of North Cape May, New Jersey 08204, (herein referred to as "**The Chief**").

RECITALS

- (a) The current Chief of Police of the Township of Lower has notified the Township of his intent to retire.
- (b) The Township desires to have an orderly and immediate transfer of the responsibility of the Chief of Police to a new Chief.
- (c) The Township has determined to appoint Brian Marker as its new Chief of Police and desires to enter into an agreement with Brian Marker to provide for the terms and conditions of employment as the Chief of Police of the Township of Lower.

NOW THEREFORE the parties agree as follows:

ARTICLE 1

EMPLOYMENT: The Township agrees to appoint and employ Brian Marker as the Chief of Police of the Township of Lower Police Department subject to the terms and conditions of employment set forth in this agreement.

ARTICLE 2

MANAGEMENT RIGHTS: The Township hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it prior to the signing of this agreement, by the laws and constitution of the State of New Jersey and of the United States, except those limited by the specific and expressed terms of this agreement and then only to the extent that such specific and expressed terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

ARTICLE 3

DUTIES AND RESPONSIBILITIES OF THE CHIEF: The Chief shall perform his duties in a diligent manner in conformance with New Jersey State Statute NJSA 40A:14-118, in compliance with Township ordinances and the regulation and policies established by the New Jersey Attorney General's office. The responsibilities of the Chief shall include, but not be limited to the following:

- A. Conduct and manage the day to day operations of the police department.
- B. Administer and enforce rules, regulations, and special emergency directives regarding the disposition and discipline of the police force, its officers and personnel.
- C. Have exercise and discharge the functions, powers, and duties of the police force.
- D. Delegate such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision.
- E. Prescribe the duties and assignments of all subordinates and other personnel.
- F. Report at least monthly at the regular meetings of the Township or by any such other forms as the Township shall require as to the operation of the police force during the preceding month.
- G. Report from time to time with the appropriate authority regarding the operations of the Police Department.

ARTICLE 4

WORK WEEK: The position of Chief is a salaried position compensated pursuant to the salary paragraph in this contract and under subject to the annual salary ordinance.

This shall mean that the Chief shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day of each week.

However, the Chief shall work an average of 40 hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands or other factors. All parties endorse a policy of flexibility which allows the Chief to adjust normal working hours as conditions require to include all hours which enable the Chief to complete routine duties of his office and to perform special duties as assigned, attend

meetings as assigned, to work hours as required in order to complete critical work tasks or handle emergency conditions as they arise.

ARTICLE 5

SICK LEAVE: The Chief shall be entitled to utilize accumulated sick leave as provided for in the current Township Police Superior Officers' Collective Bargaining Contract as amended from time to time.

ARTICLE 6

INJURY LEAVE: The Chief shall be entitled to injury leave as provided for in the current Township Police Superior Officers' Collective Bargaining Contract as amended from time to time.

ARTICLE 7

FUNERAL LEAVE: In the event of the death in the Chief of Police's immediate family, the Chief of Police shall be given five (5) days leave with pay for a family member within the State of New Jersey and seven (7) days leave with pay if not within the State of New Jersey.

Immediate family shall mean spouse, sibling, child or grandchild, parent, parent-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

ARTICLE 8

VACATION DAYS: The Chief shall be entitled to the same vacation schedule based on years of service as provided for in the current Township Police Superior Officers' Collective Bargaining Contract as amended from time to time.

The position of Chief requires an intensive number of hours which could occur during normal days off and in recognition of this fact, the Chief shall be permitted to carry forward accumulated vacation time into the following year which must be used by December 31st thereof.

ARTICLE 9

HOLIDAY TIME: The Chief shall be entitled to the same holidays as provided for in the current Township Police Superior Officers' Collective Bargaining Contract as amended from time to time.

ARTICLE 10

PERSONAL DAYS: The Chief shall be entitled to the same number of personal days as provided for in the current Township Police Superior Officers' Collective Bargaining Contract as amended from time to time. (Such personal days shall not accumulate from year to year.)

ARTICLE 11

MEDICAL INSURANCE, HEALTH, AND EYE EXAMINATION PLAN:

1. The Chief shall have the same medical insurance, health, prescription, dental and eye examination coverage as specified in the current Township Police Superior Officers' Collective Bargaining Contract as amended from time to time.
2. Upon retirement and after 25 years of service with the police department, the Township shall provide the following health benefits coverage for the Chief up to sixty-five (65) years of age or age of medicare eligibility. The Chief of Police shall be entitled to receive at no cost to him, health, dental and eye insurance coverage at levels not less than those presently in effect along with the drug prescription plan as provided for in the current Township of Police Superior Officers' Collective Bargaining Contract, as though the Chief of Police was still employed by the Township. Upon his death, his spouse will receive health, dental and eye insurance coverage along with the drug prescription plan as provided for in the current Township of Police Superior Officers' Collective Bargaining Contract, as if the Chief of Police were still living so long as she does not re-marry. This will also be provided at no cost to his spouse.
3. Upon reaching the age of sixty-five (65) years or medicare eligible, the Township shall provide to the Chief health benefits in accordance with the health benefits provided to retirees age sixty-five (65) or medicare eligible and older as provided for in the current Township Police Superior Officers' Collective Bargaining Contract as amended from time to time.

ARTICLE 12

CLOTHING ALLOWANCE:

1. The Chief of Police shall not receive a clothing allowance.
2. It shall be left to the professional discretion of the Chief of Police as to when he should wear a formal or informal uniform or plain clothes.

ARTICLE 13

PERSONAL CAR:

1. Due to the nature of the employment conditions of the Chief of Police, the Township agrees to supply the Chief with an unmarked automobile to be used for police work and when necessary, his limited personal use. The make and model of the automobile shall be determined by the Township however, it shall be a full size four door car and shall be equipped with such safety equipment as needed for police work.
2. When necessary, the Chief of Police shall be permitted to use the car for his limited personal use within Cape May County. There shall be no limit on the use of the automobile for police work or anything associated with police work, such as attending meetings, in-service training, conferences, and any other traveling needed to carry out the duties of the Chief.
3. The Township shall pay all expenses for the operation and up keep of the automobile such as car insurance, tires, gas, oil changes, etc.
4. The automobile shall not be used by anyone other than the Chief of Police except that the Chief of Police may designate other members of the police department as appropriate, to use the vehicle for a designated police purpose.

ARTICLE 14

COLLEGE CREDITS: The Chief of Police shall be entitled to payment for college credits as specified in the current Lower Township Police Superior Officers' Collective Bargaining Contract as amended from time to time.

ARTICLE 15

COMPENSATION: During the terms of this Agreement the Chief shall receive the following base wages:

1. During the period that the Chief serves as Acting Chief, the sum of \$127,500 per annum.
2. Upon certification by the New Jersey Department of Personnel as "Chief", the sum of \$130,000 per annum, except as provided in Subsection 3 below. This amount shall remain fixed at \$130,000 per annum throughout the term of this Agreement.
3. The Chief's salary shall be adjusted if the difference between the Chief's salary and the next highest ranked police officer is less than five (5%) percent.

ARTICLE 16

LONGEVITY PAY INCREASES:

1. Upon the effective date of this contract, the Chief of Police shall no longer be paid Longevity Pay in addition to his annual base salary.

ARTICLE 17

RETIREMENT:

The Chief shall retain all pension rights under New Jersey Law.

The Chief shall receive a terminal leave benefit based upon the cash value of accumulated unused sick leave to a maximum of 180 days.

The Chief may elect to receive 1/3 of the allotted 180 day accumulated unused sick leave cash value payment each year of this agreement ie: 60 day payment in year 2011, 2012, 2013.

ARTICLE 18

LEGAL DEFENSE:

1. The Township shall supply the Chief of Police with necessary legal advice and counsel in the defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and of the United States. A selection of an attorney may be made by the Chief of Police subject to the approval of the Township and such approval shall not be

unreasonably withheld by the Township. The Township shall similarly be responsible for indemnification and counsel, in connection with all claims including compensatory and punitive damages for actions filed subsequent to the expiration of this agreement.

2. In the event that the Chief of Police utilizes counsel other than that supplied by the Township, the fees and costs shall be agreed upon by the attorney and the Township prior to the attorney performing such services.

ARTICLE 19

PROFESSIONAL DEVELOPMENT/LAW ENFORCEMENT CONFERENCES:

1. The Chief shall be permitted to attend and be compensated for at his regular salary, any school, seminar, or in-service training conducted or sponsored by the International Association of Chiefs' of Police, the New Jersey State Association of Chiefs' of Police, the New Jersey State Police, the Federal Bureau of Investigation, or any other educational program of a management or supervisory nature provided that the total compensated training days for such purposes shall not exceed 20 days in one year which shall not accumulate from year to year. All expenses such as travel, room, food, tuition, special clothing, books, or any other charges connected with these educational programs, shall be paid by the Township.
2. International Association of Chiefs' of Police Annual Training Conference: The Township agrees to grant training time off including travel time for the Chief of Police to attend the annual International Association of Chiefs' of Police Training Conference which is held in various states throughout the United States each year. All costs and expenses associated with attendance shall be the responsibility of the Chief.

The Chief of Police shall also be required to provide a written report to the Township Manager, which details the information presented at the conference, including how such information is valuable and useful to the Lower Township Police Department.

3. Membership Dues: The Township also agrees to pay for the Chief of Police's dues for membership in the Cape May County Police Chiefs' Association, the South Jersey Police Chiefs' Association, the New Jersey State Association of Police, the New Jersey F.B.I. National Academy Associates, and the International Association of

Chiefs' of Police. The amount of membership dues shall not exceed the actual cost.

ARTICLE 20

NON-PRECEDENT: This contract shall not be interpreted or used as a guide or benchmark for any other employment contract or terms and conditions of any other employee including Collective Bargaining Agreements, and shall not be deemed an increase in salary given to all other municipal Officers and employees.

ARTICLE 21

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 Township Ordinances or the current Township of Police Superior Officers' Collective Bargaining Contract and any present benefits which the Chief Customarily enjoys, but have not been specifically included in this agreement, shall be continued.

ARTICLE 22

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

In the event of any conflict or dispute, it shall be resolved first through non-binding alternative dispute resolution and if not settled, then through binding arbitration in accordance with the rules of the American Arbitration Association, if requested by the Chief or the Township.

ARTICLE 23

SEPARABILITY AND SAVINGS AND APPLICATION:

1. If any provision of the Agreement or any application of this Agreement to said employee or group of employees is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

2. In the event the invalid provision afforded a direct economic benefit, the parties shall meet and negotiate a new provision reflecting equal benefit.

ARTICLE 24

TERM: The term of this Agreement shall commence upon the appointment of the Chief to position of Acting Chief or Chief, as the case may be, and shall continue through June 30, 2014 and shall continue thereafter from year to year or shall end at such earlier time as the Chief retires or is otherwise separated from employment. No separation of the Chief shall occur except under the requirements of the State of New Jersey Statutes. The terms of this Agreement may only be modified by the mutual consent of the parties.

IN WITNESS THEREOF, the parties hereto have caused these presents to be properly signed and sealed this 2nd day of August, 2011.

BY: Brian Marker
Brian Marker, Chief of Police

BY: Michael Voll
Michael Voll, Township Manager

BY: Michael Beck
Mayor Michael Beck

BY: Claudia Kammer
Claudia Kammer, Township Clerk