

EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 30 day of July, 2025, between the TOWNSHIP OF TOMS RIVER ("Township"), a municipal corporation established and operating under the laws of the State of New Jersey, and GUY MAIRE ("Chief of Police"), to establish the terms and conditions of Mr. Maire's employment as the Chief of Police.

BACKGROUND RECITALS

WHEREAS, pursuant to N.J.S.A. 40A:14-118, the Township has established a Department of Law Enforcement ("Department"), the powers, duties, and structure of which are governed by state law and Chapter 50 of the Township Code; and

WHEREAS, Sections 50-2B and 50-14A of the Township Code call for the appointment of a Chief of Police as chief executive of the Department, having all of the powers, duties, and responsibilities attendant to that position as established by state law and the Township Code; and

WHEREAS, Mr. Maire was appointed to the position of Chief of Police effective July 30, 2025; and

WHEREAS, the Township and Chief Maire have determined that the terms and conditions of his appointment as Chief of Police should be memorialized in a written agreement, and the Township Council authorized the Mayor and Business Administrator to execute a contract with Chief Maire in its July 30, 2025 Resolution:

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth in this Agreement, the parties hereby agree as follows:

ARTICLE I - TERM

The term of this Agreement shall be five years, effective retroactive to July 30, 2025, and continuing through July 29, 2030. If the parties have not executed a

successor agreement by July 29, 2030, then this Agreement shall continue in full force and effect until a successor agreement is executed.

ARTICLE II – BASE SALARY

A. Base salary shall be set annually at \$20,000.00 above the base salary for the rank of Captain as established in the prevailing collective bargaining agreement between the Township and New Jersey State Fraternal Order of Police, Labor Council Lodge #156 in effect during the term of this Agreement and any amendments thereto, or in the event of a change in bargaining representative, the contract applicable to superior police officers employed by the Township (“FOP Contract”). While the Chief’s salary may increase as a result of negotiations for the FOP Contract, it shall not be decreased as a result of those negotiations. As set forth in Paragraph I, the salary increase shall be effective and retroactive to July 30, 2025.

B. The Police Chief is subject to mandatory direct deposit of his paycheck on the pay schedule applicable to all Township employees.

C. Annual clothing allowances, if any, shall be part of base salary. In addition, the Township shall provide the Chief of Police with all uniforms and accessories.

ARTICLE III – LONGEVITY PAY

A. In addition to and together with his annual base salary as determined above, the Chief of Police shall receive additional compensation based upon length of service within the Toms River Township Police Department, calculated pursuant to Article XXII of the FOP Contract and included as part of base salary, (at the time of the execution of this Agreement, 10%).

B. Longevity pay shall commence on the anniversary date of employment with the Township as and shall be adjusted in the pay period immediately following the anniversary date of employment.

ARTICLE IV – VACATION LEAVE

A. The Chief of Police is entitled to vacation leave in accordance with Article X of the FOP Contract.

B. Requests for vacation leave must be submitted in writing in advance to the Business Administrator, whose approval will not be unreasonably withheld.

C. Every January 31, the Chief of Police must submit to the Business Administrator an annual summary of vacation leave accrued and taken the previous calendar year and carried over to the next calendar year.

D. Pursuant to N.J.S.A. 40A:9-10.3, a maximum of one-year's allocation of accrued, unused vacation leave may be carried over to the next calendar year. If not used in the next calendar year, the carried-over leave is forfeited.

E. Pursuant to Article X, Section 5 of the FOP Contract, the Chief of Police has sold back 240 hours of Vacation Time, which is to be deducted from the final year's allocation at retirement. Notwithstanding, the Township agrees that the Chief of Police may return the Vacation Time prior to his year of retirement.

ARTICLE V –SICK LEAVE

A. The Chief of Police is entitled to sick leave in accordance with Article V of the FOP Contract.

B. The Chief of Police must notify the Business Administrator within a reasonable time frame when using sick leave.

C. Every January 31, the Chief must submit to the Business Administrator an annual summary of sick leave accrued and taken the previous calendar year and carried over to the next calendar year.

ARTICLE VI – BEREAVEMENT LEAVE

The Chief of Police may be granted leave with pay upon the death of a family member in accordance with Article XI of the FOP Contract. Bereavement leave must

be approved by the Business Administrator, whose approval shall not be unreasonably withheld.

ARTICLE VII – TERMINAL LEAVE

Sick leave accrued on or after January 1, 2014, is not eligible for payment upon retirement, unless already sold back to the Township. Payment for any other accumulated time upon retirement will be in accordance with the prevailing FOP Contract.

ARTICLE VIII – PERSONAL LEAVE

A. The Chief of Police is entitled to personal leave in accordance with Article XII of the FOP Contract. Personal days cannot be carried over to successive years, but must be used in the year in which they are credited; otherwise, they are forfeited.

B. The Chief of Police must advise the Business Administrator in advance when using personal leave.

C. Every January 31, the Chief must submit to the Business Administrator an annual summary of personal leave accrued and taken the previous calendar year.

ARTICLE IX – HOSPITAL AND MEDICAL INSURANCE

The Chief of Police is entitled to Township-provided hospital, major medical, and dental insurance as provided in the Article XIII of the FOP Contract and shall be subject to the same premium contribution amounts applicable to members of the FOP while serving as Chief of Police, as required by state law and Township policy.

ARTICLE X – FALSE ARREST AND LIABILITY INSURANCE

The Township shall insure and indemnify the Chief of Police for civil suits arising out of the ordinary and proper performance of his duties, including, but not limited to, allegations of false arrest, malicious prosecution, libel, slander, defamation of character privileged occupancy, and civil rights violations, in accordance with

Article XV of the FOP Contract. The Chief of Police may select his own counsel and the Township shall reimburse the Chief of Police for reasonable attorneys' fees, not to exceed the Township's approved rate.

ARTICLE XI – PENSIONS

As required provided under Article XVII of the FOP Contract, the parties shall make their respective contributions to the Police and Fireman's Retirement System for the Chief of Police's retirement pension.

ARTICLE XII – OUTSIDE EMPLOYMENT

The Chief of Police shall not engage in off-duty, outside employment without the prior written approval of the Business Administrator, which shall be requested annually.

ARTICLE XII – EDUCATIONAL INCENTIVE

The Chief of Police shall be entitled to the educational incentives provided under Article XXVI of the FOP Contract.

ARTICLE XIV – VEHICLE AND CELLULAR PHONE

A. The Chief of Police's position requires that he be on 24-hour call; therefore, he shall be assigned a vehicle for use consistent with those duties and for his personal use in accordance with the Township Policies and Procedures Manual and applicable Ordinances. The Township shall pay all expenses for the operation and upkeep of the vehicle, such as car insurance, tires, gas, oil changes and any other necessary repairs.

B. The Chief of Police will be issued a cellular phone that may be used for business as well as personal use, so long as no charges are incurred to the account over and above the service plan provided. It is the responsibility of the Chief of Police to reimburse the Township should any additional charges be incurred.

ARTICLE XV – MEMBERSHIP DUES AND CONFERENCE EXPENSES

A. The Township shall pay on behalf of or reimburse the Chief of Police for membership dues for the following associations: (1) the Ocean County Police Chief's Association; (2) the New Jersey State Association of Chiefs of Police; and (3) the International Association of Chiefs of Police, and any other associations that further the interest of the Police Department.

B. The Chief is entitled to reimbursement of expenses associated with attendance at the annual conferences held by the associations identified in the preceding paragraph. The reimbursement amount is capped at \$4500 annually and shall be paid only upon the submission of receipts and approval by the Business Administrator.

C. Attendance at the above-mentioned conferences, meetings, and training seminars, as well as travel time, will be considered part of the Chief's normal work hours.

ARTICLE XVI – OTHER BENEFITS

A. The Chief of Police is entitled to all other benefits provided under the FOP Contract that are not specifically enumerated or inconsistent with this Agreement or prohibited by law.

B. To the extent that the Township enters into an employment and/or a collective bargaining agreement with any police or superior officer during the life of this contract which provides for a greater benefit than set forth herein (e.g. greater longevity, increase in leave time, etc.), this Agreement shall be automatically amended to provide for such greater benefit.

C. The Chief of Police shall receive health benefits (medical, dental, and prescription) provided under this agreement in retirement, which will be fully paid by the Township and at no cost to the Chief of Police. He may select from the same benefit plans and levels of coverage, and is subject to the same co-payments and

deductibles, as active employees. These benefit plans, levels of coverage, co-payments, and deductibles may change over time, but shall remain equal to or better than the current plan. Any such changes shall apply to the Chief of Police, whose benefits will be co-extensive with those of active employees.

D. Chief Maire shall not be subject to any contribution amount of the cost of a health, dental or prescription insurance plan in retirement for he and his eligible dependents.

E. If the Chief of Police passes away prior to retirement, all accumulated time he is entitled to pursuant to the terms of the current FOP contract will be paid to his surviving spouse.

F. Full medical benefits shall be provided at Township expense, with no contribution, to the Chief of Police's spouse and eligible dependents upon death while employed or retired at the same benefit levels at the time of the Chief of Police's death, unless his spouse subsequently remarries. The spouse or dependents are required to notify the Township of triggering events that result in any suspension of benefits under this provision.

G. Hours of work: The Chief of Police shall work at least forty (40) hours per week, inclusive of any contractual leave time. The Chief of Police shall have the discretion to set his work hours as needed. The Chief of Police shall follow the Township's work calendar with regard to holidays and other officer closings. The current practice of flex time shall be maintained. Chief Maire acknowledges and understands that he is not entitled to overtime compensation pursuant to the Executive Exemption of the Fair Labor Standards Act.

ARTICLE XVII – POWERS AND DUTIES

A. The powers and duties of the Chief of Police are governed by N.J.S.A. 40A:14-118 and Chapter 50 of the Township Code.

B. Pursuant to N.J.S.A. 40A:14-118 and Section 50-1D of the Township Code, the Chief of Police recognizes the Business Administrator as his immediate superior and the “appropriate authority” responsible for the overall performance of, the adoption of rules and regulations governing, and the discipline of members of the Department of Law Enforcement.

ARTICLE XVIII – ENTIRE AGREEMENT

This Agreement, as well as the FOP Contract where not inconsistent with this Agreement, represents the complete and final agreement of the parties and supersedes all prior written and oral agreements.

ARTICLE XIX – PROPER AUTHORITY

Both parties represent that this Agreement has been voluntarily executed by the persons with the legal authority to do so. Additionally, the Township represents that this agreement has been, or shall be, formally approved by resolution of the Township Council of the Township of Toms River.

ARTICLE XX – SAVINGS PROVISION

Should any part of this Agreement be invalidated by a court of competent jurisdiction, that part shall be severed and the balance of the Agreement shall remain in full force and effect.

ARTICLE XXI – COUNTERPARTS

This Agreement may be signed in counterparts and shall be binding as if all parties executed the original thereof. A facsimile or electronically-transmitted signature shall have the same effect as an original signature.

ARTICLE XXII – GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Jersey. Any disputes arising out of or related to this Agreement shall be venued in the Superior Court of New Jersey, Law Division, Ocean County vicinage.

CHIEF OF POLICE:

GUY E. MAIRE, CHIEF OF POLICE

TOWNSHIP OF TOMS RIVER:

Attest:

JONATHAN SALONIS
Township Business Administrator

HONORABLE DANIEL T. RODRICK
Mayor of Toms River Township