

RESOLUTION NUMBER 24-73

BOROUGH OF LODI

Bergen County, New Jersey

WHEREAS, the Borough of Lodi (hereinafter referred to as the "Borough") desires to enter into an Agreement with Municipal Manager Marc N. Schrieks of the Borough of Lodi (hereinafter referred to as "Manager") for the period of September 1, 2023 through December 31, 2024 (hereinafter referred to as the "Agreement"); and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Lodi that the Borough of Lodi enter into an Agreement with Manager Marc N. Schrieks of the Borough of Lodi for the period of September 1, 2023 through December 31, 2024 in the form of Agreement attached hereto;

BE IT FURTHER RESOLVED that the Mayor shall be and is hereby authorized to execute said Agreement on behalf of the Borough.

Adopted this 21st day of May, 2024.

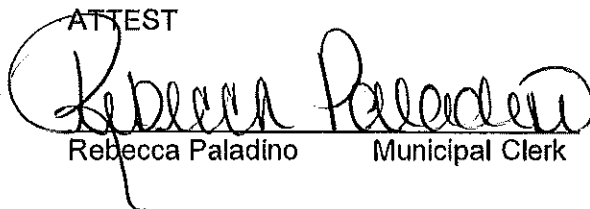


Scott A. Luna

Mayor

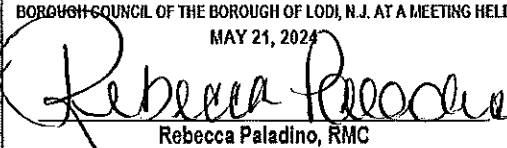
Vincent Martin, Mayor

ATTEST



Rebecca Paladino

Municipal Clerk

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT	THIS IS TO CERTIFY THAT THIS IS A TRUE COPY AS ADOPTED BY THE BOROUGH COUNCIL OF THE BOROUGH OF LODI, N.J. AT A MEETING HELD MAY 21, 2024  Rebecca Paladino, RMC
CM MASOPUST	✓		✓				
CM LETO		✓	✓				
CM CARAFA			✓				
DEPUTY MAYOR MARTIN			✓				
MAYOR LUNA						✓	

**AGREEMENT
BETWEEN
THE BOROUGH OF LODI
AND
MARC N. SCHRIEKS, LODI MUNICIPAL MANAGER**

SEPTEMBER 1, 2023 THROUGH DECEMBER 31, 2024

ARTICLE 1 – RECOGNITION

THIS AGREEMENT entered into this _____ day of _____, 2024, by and between the Borough of Lodi, in the County of Bergen, New Jersey (hereinafter referred to as the “Borough”) and Municipal Manager, Marc N. Schrieks (hereinafter referred to as the “Manager”), hereby establishes the following terms and conditions of employment for the position of Manager. This Agreement represents the complete and final understanding on all bargaining issues between the Borough and the Manager.

ARTICLE 2 – MANAGEMENT RIGHTS

The Borough 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 by Laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and the United States.

ARTICLE 3 – BASIC RESPONSIBILITIES OF THE MUNICIPAL MANAGER

Pursuant to State Laws, N.J.S.A. 40:82-1, et seq., the Ordinances of the Borough of Lodi, Regulations and Policies established by the Mayor and Council, the responsibilities of the Manager, including but not limited to, are as follows:

- A. Be the chief executive and administrative official of the municipality;
- B. Compile and submit to the municipal council the tentative annual budget;
- C. Execute all laws and ordinances of the municipality;

- D. Appoint and remove all department heads and all other officers, subordinates, and assistants for whose selection or removal no other method is provided in this subtitle, supervise and control his appointees and report all appointments or removals at the next meeting thereafter of the municipal council;
- E. Negotiate contracts for the municipality subject to the approval of the municipal council, make recommendations concerning the nature and location of municipal improvements and execute municipal improvements as determined by the municipal council;
- F. See that all terms and conditions imposed in favor of the municipality or its inhabitants in any statute, public utility franchise or other contract are faithfully kept and performed, and upon knowledge of any violation call the same to the attention of the municipal council;
- G. Attend all meetings of the municipal council with the right to take part in the discussions, but without the right to vote;
- H. Recommend to the municipal council for adoption such measures as he may deem necessary or expedient, and make reports to the council as requested by it, and at least once a year make an annual report of his work for the benefit of the council and the public;
- I. Investigate at any time the affairs of any officer or department of the municipality;
- J. Perform such other duties as may be required of the municipal Manager by ordinance or resolution of the municipal council.

The Municipal Manager shall in all matters act under the direction and supervision and subject to the approval of the municipal council.

ARTICLE 4 – WORK WEEK

The Manager shall spend sufficient time at his job to insure the efficient, economical, managerial operation of the Borough of Lodi over which he has direct management responsibility.

ARTICLE 5 – SICK LEAVE

- A. Sick leave is hereby defined to mean an absence from duty by the Manager, while in good standing, due to illness, accidental injury, disability and exposure to contagious disease or the necessity to attend to and care for a seriously ill or injured member of his immediate family or household member.
- B. In the event the Manager is absent from work on sick leave due to any of the above stated reasons, not caused by other employment or business ventures, he may request and shall be granted a leave of absence with full pay, as herein provided.
- C. If the Manager is absent from work on sick leave and is unable to report for work for seven (7) or more consecutive working days, the Borough may require the Manager to submit acceptable medical evidence substantiating the need for sick leave.
- D. When the Manager is absent from work for reasons that entitle him to sick leave (beyond seven (7) days), Manager shall notify Mayor and next in command as early as possible, but no later than eight (8) hours prior to the start of the scheduled work shift from which he is absent, except in the case of an emergency.

- E. The term immediate family for the purpose of this article shall include the following: spouse, parent, stepparent, child, stepchild, foster child, any other relative residing in the Manager's household.
- F. Sick leave shall accrue for the Manager at the rate of twenty (20) working days in every calendar year of employment, which shall accumulate from year-to-year. The Manager shall be entitled to sick leave during the term of this Agreement as follows:
- a. September 1, 2023 – December 31, 2023: Five (5) days;
 - b. January 1, 2024 – December 31, 2024: Twenty (20) days.
- G. The Manager shall be paid for accrued sick leave in an amount not to exceed \$15,000 upon retirement at the then-per-diem rate, subject to any limitations or prohibitions by applicable law, including N.J.S.A. 11A:6-19.1.

ARTICLE 6 – INJURY LEAVE

- A. In the event the Manager becomes disabled by reason of work related injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for in this Agreement, the Manager shall be entitled to full pay for a period of one (1) year subject to any limitations on prohibitions by applicable law. If the Manager exercises this right, he shall surrender to and deliver any workman's compensation salary payments to the Borough of Lodi in order to receive his entire salary payment.
- B. When injured on duty (IOD), whether slight or severe, the Manager must make an immediate report, if practicable, prior to the end of the day. Failure to report any injury may result in the failure of the Manager to receive compensation under this article.

- C. The Manager will be required to present evidence, by way of a certificate or report of a physician designated by the Borough, that he is unable to work, and the Borough may reasonably require the Manager to present such certificates or reports from time to time.

ARTICLE 7 – FUNERAL LEAVE

In the event of a death in the Manager's immediate family (herein defined as either a spouse, parent, stepparent, grandparent, sibling, child, stepchild, foster child, grandchild, parent-in-law, brother-in-law, sister-in-law, daughter-in-law or son-in-law) or any relative(s) residing in the Manager's home, Manager shall be granted time off, without loss of pay, commencing no later than the day of the funeral, but in no event to exceed four (4) consecutive calendar days.

ARTICLE 8 – VACATIONS

- A. The Manager shall be entitled to all the provisions governing vacation allowance as follows:
- a. September 1, 2023 – December 31, 2023: Five (5) days;
 - b. January 1, 2024 – December 31, 2024: Twenty (20) days.
- B. The Manager shall be entitled to schedule his vacation time, provided that the Manager shall not take vacation leave unless subordinates are available to assume control of, and responsibility for, the operation of the Borough of Lodi.
- C. When in any calendar year, vacation or any part thereof is not granted due to the business demands of the Borough, such unused vacation leave shall accumulate and be granted during the next succeeding year only, provided that any unused vacation leave carried over into the succeeding calendar year and not used in such calendar year shall be

forfeited. However, vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may be accumulated at the Borough's discretion until such leave is used or compensated for in accordance with a plan approved by the Borough and the Civil Service Commission. Carry over of vacation leave shall be subject to the discretion and approval of the Borough.

- D. Any unused and accrued vacation time as provided herein (not to exceed 120 working days) (and not to exceed the amount indicated in Paragraph C) shall be compensated for by the Borough as straight time at the then per diem rate of pay when the Manager becomes separated, either voluntarily or involuntarily, or retires from employment with the Borough of Lodi for other than cause¹ subject to any limitations or prohibition by applicable law.

ARTICLE 9 – HOLIDAY TIME

- A. The Manager shall be entitled to fourteen (14) paid holidays per calendar year, as follows below:

New Year's Day
Martin Luther King Day
Presidents Day
Employee's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Election Day

¹ For cause. Any employee, including the Manager, who has been dismissed, resigns, or retires due to any violation of Borough Policies and/or State or Federal Law, and such separation/dismissal from service has been upheld by the Civil Service Commission and/or a court or administrative agency of competent jurisdiction.

Thanksgiving Day
Christmas Day
Juneteenth Day

- B. Any unused and accrued Holiday pay time shall be compensated for by the Borough as straight time at his then per diem rate, when the Manager becomes separated, either voluntarily or involuntarily, or retires from employment with the Borough of Lodi for other than cause subject to any limitations or prohibition by applicable law.

ARTICLE 10 – PERSONAL DAYS

- A. The Manager shall be entitled to paid personal time during the term of this Agreement for personal, business, household, and/or family matters as described below in accordance with the following:
- a. September 1, 2023 – December 31, 2023: One (1) day;
 - b. January 1, 2024 – December 31, 2024: Four (4) days.
- B. A business matter means an activity that requires the presence of the Manager during the workday and is of such personal nature that it cannot be attended to at a time outside of the workday.
- C. Any unused Personal Days shall not be compensated for by the Borough. Any unused personal days must be used by end of calendar year or will be forfeited.

ARTICLE 11 – MEDICAL AND INSURANCE COVERAGE

- A. The Manager shall be entitled to health insurance as administered by the Borough through the State Health Benefits Program, subject to the Manager contributing to the payment of the premiums for same at the level as determined by applicable law from time

to time and subject to the Manager paying all required deductibles and co-pays subject to applicable law.

B. The Borough will maintain the current prescription plan (current State Health Benefits) for the Manager as other employees, subject to applicable law.

C. The Borough will maintain whatever level of dental coverage is in effect as of the date of the execution of this Agreement for the Manager as other employees, subject to applicable law.

D. The Manager will receive vision coverage in accordance with the coverage provided to members of the White Collar, White Collar Supervisors, and Blue Collar employee unions under the Borough's Vision Care Benefits Option 3 Plan.

ARTICLE 12 – LEGAL COUNSEL

The Borough shall supply the Manager with necessary legal advice and counsel in defense of charges filed against him in the performance of his duties in accordance with the laws of the State of New Jersey and the United States. The selection of an attorney may be made by the Manager subject to the approval of the Borough and such approval shall not be unreasonably withheld by the Borough. The Borough 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 date of this Agreement.

ARTICLE 13 – AUTOMOBILE

- A. The Borough agrees to supply the Manager with an unmarked automobile to be used for Borough work since the Manager is subject to being on-call for any reason 24 hours a day. The make and model of the automobile shall be determined by the Borough.
- B. The Manager shall be permitted to use the care for his personal use. Personal use includes but is not limited to the transportation of family members and non-Borough personnel locally and outside the Borough of Lodi. There shall be no limit on the use of the automobile for Borough business or anything associated with Borough work, such as attending meetings, trips, conventions, and conferences, provided that they are for education, training or ethics and any other travel needed to carry out the duties of the Borough Manager.
- C. The Borough shall pay all expenses for the operation and upkeep of the automobile, such as car insurance, tires, gas, oil changes, brakes and any other necessary repairs.
- D. The automobile shall not be used by anyone other than the Manager except that the Manager may designate any Borough employee or other members of the Borough, as appropriate, to use the vehicle for a designated purpose.

ARTICLE 14 – SALARY

- A. Commencing September 1, 2023 through December 31, 2023, the base annual salary of the Manager shall be \$152,500.00, which shall be prorated for the period.
- B. Commencing January 1, 2024 through December 31, 2024, the base annual salary of the Manager shall be \$160,000.00.

ARTICLE 15 – EDUCATIONAL PROGRAMS CONFERENCES

- A. The Manager shall be permitted to attend and be compensated for, at his regular salary, any school, seminar or retraining session conducted by the International Association of Municipal Managers, New Jersey Association or any other educational program of a management or supervisor nature. All expenses, such as travel, room, food, tuition, special clothing, books or any other charges connected with the educational program shall be borne by the Borough. In no event shall the Borough be required to pay or reimburse the Manager for expenses of any class, course, school or educational program unrelated to Borough activities.
- B. The Borough agrees to grant time off, including travel time², and pay all associated and reasonable expenses for the Manager to attend the annual New Jersey State Association Conference and the annual International Association Conference for training and/or ethics. The expenditures for the above-named conferences shall not exceed actual cost unless expressly permitted by the Borough. If the Manager attends a conference at Borough expense, the Manager shall provide the Borough with proof of expenses for attending such conferences by way of completing a Travel Expense Voucher (provided by the Borough) and by supplying paid receipts or vouchers related to expenses.
- C. The Borough also agrees to pay for the Manager's dues for membership in The New Jersey State Association of Managers, The International Association of Managers and the National Association of Managers. The total amount of membership dues shall not exceed actual cost.

² Travel Time. When outside jurisdiction of three (3) hours by automobile, the Manager will (at his own discretion) be entitled to one (1) day off prior to departure and one (1) day upon return at no charge to any leave time whatsoever.

ARTICLE 16 – SEPARABILITY AND SAVINGS

If any provision of this Agreement, or any application of this Agreement, 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.

ARTICLE 17 – FULLY BARGAINED PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, both parties will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. The within Agreement shall cancel any and all prior agreements heretofore entered between the parties.

ARTICLE 18 – CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this Agreement shall continue to be governed, controlled, and interpreted by reference to Borough Charter, Ordinance, Title 40A of the New Jersey Code or Rules and Regulations, N.J.S.A. 40:82-1, et seq. (Municipal Manager Applicable Laws) of the Department for the Borough, including but not limited to, severance of service payment not to exceed three (3) months, as provided for under N.J.S.A. 40:82-3(b).

ARTICLE 19 – TERM AND RENEWAL

This Agreement shall be fully binding upon the execution hereof and shall remain in full force and effect for the period commencing September 1, 2023 through December 31, 2024 and shall further remain in effect until such time as it is renegotiated by the parties (at least sixty (60) days prior to date of expiration).

ARTICLE 20 – RESIDENCE

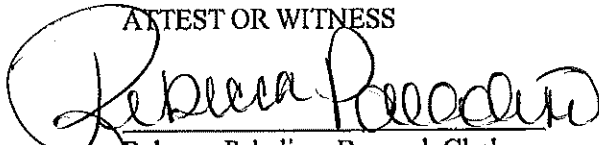
The Manager shall not be required to reside in the Borough of Lodi.

ARTICLE 21 – PENSION OR RETIREMENT BENEFITS

The Manager shall be entitled to Pension Benefits through the Public Employee Retirement Systems, subject to the Manager contributing toward the payment of same as determined by and subject to applicable law.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 21st day of May, 2024.

ATTEST OR WITNESS


Rebecca Paladino, Borough Clerk
Dated: 05-21-24

BOROUGH OF LODI


By: Scott A. Luna, Mayor Vincent Martin
Dated: 05-21-24 dep. Mayor


By: Marc N. Schrieks, Municipal Manager
Dated: 5/23/2024