

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this *26th* day of *September* 2016, is effective as of the 27th day of September, 2016, by and between the TOWNSHIP OF BERKELEY, a municipal corporation of the State of New Jersey, having its principal offices located at 627 Pinewald-Keswick Road, Bayville, New Jersey, 08721, hereinafter referred to as "Township", and Maureen Cosgrove, residing at, 420 Atlantic Avenue, Spring Lake, New Jersey, 07762, hereinafter referred to as the "Tax Collector" or "Division Head."

WITNESSETH:

WHEREAS, on September 26, 2016, Maureen Cosgrove was appointed to the position of Tax Collector for an unexpired term which expires 12/31/18; and

WHEREAS, the Berkeley Township Council via adoption of Resolution *#16-390-R*, consented to the execution of an employment agreement effective September 27, 2016 and authorized the Mayor to execute and the Township Clerk to attest to said employment agreement; and

WHEREAS, the Township of Berkeley and Maureen Cosgrove have reached an understanding for an employment agreement; and

WHEREAS, the Township of Berkeley and Maureen Cosgrove wish to set forth the terms and conditions of said agreement with Tax Collector for the Township of Berkeley;

NOW, THEREFORE, BE IT RESOLVED the parties hereto authorize this Agreement for employment of Maureen Cosgrove as Tax Collector for the Township of Berkeley as follows:

1. Term:

- (A) The employment contract shall be from September 27, 2016 through December 31, 2018, unless terminated earlier by either party.
- (B) Upon separation of employment the Tax Collector shall be paid for all accumulated and unused leave, in accordance with section 4 of this agreement, at her current rate of pay at the time of separation, however, any payment directly attributed to the accumulation of sick leave shall be limited to a maximum of Fifteen Thousand Dollars (\$15,000).
- (C) Should the Tax Collector be permanently disabled or otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or other health related condition for a period of four successive weeks beyond any accrued leave, temporary disability leave, and Family Medical Leave time, the Township shall have the right to terminate this Agreement subject to the severance pay provisions in this section and subject to a leave of absence with pay not exceeding one (1)

year providing that an examining physician shall certify such sickness, accident, injury, mental incapacity or other health related condition. Any insurance proceeds received from disability leave utilized under Workers' Compensation during the one (1) year leave period shall be forwarded directly to the Township Treasurer.

2. Annual Salary:

Upon execution of this contract, the starting base salary paid to the Division Head shall be Eighty Five Thousand dollars (\$85,000), prorated for 2016 as of September 27, 2016.

The subsequent annual base salaries shall be as follows:

- (A) Effective August 1, 2017, the annual base salary shall increase 1.8%.
- (B) Effective August 1, 2018, the annual base salary shall increase at the same percentage in the Berkeley Township Supervisors Association Contract.

3. Work Year and Work Hours:

The Tax Collector shall work a twelve-month work year in accordance with the calendar adopted by the Mayor and Township Council. She shall work a minimum of 35 hours per week and shall not be entitled to overtime payments. Her regular work week shall be Monday through Friday from 8:30am until 4:00pm each day. As a Division Head, she is expected to expend such time as necessary to fulfill the duties of the position, which may include work on weekends and after hours.

4. Leave Time:

(A) Sick Leave:

The Division Head shall be entitled to paid sick leave as delineated in the Berkeley Township Supervisors' Association Contract.

(B) Personal Leave:

The Division Head shall be entitled to paid personal leave as delineated in the Berkeley Township Supervisors' Association Contract.

(C) Vacation Leave:

- (1) The Division Head shall be entitled to vacation leave as delineated in the Berkeley Township Supervisors' Association Contract.
- (2) Unused vacation time may be carried over in accordance with Township policy, provided, however, that a maximum of ten (10) days unused vacation time may be converted to monetary compensation upon approval of the Mayor, which approval shall not be unreasonably withheld.

(D) **Bereavement Leave:**

The Division Head shall be entitled to paid bereavement leave as delineated in the Berkeley Township Supervisors' Association Contract.

5. **Paid Holidays:**

The Division Head shall be entitled to paid holidays in accordance with the Township Personnel Manual.

6. **Health Benefits:**

It is understood that the Division Head is currently waiving Township provided major medical health insurance benefits and is only utilizing dental insurance coverage. Should circumstances change, the Division Head shall be entitled to receive the same health insurance coverage given to other employees of the Township. If enrolled in said coverage, the Division Head shall pay the employee premium share through payroll deductions in the same amount paid by all other township employees.

7. **Professional Associations and Continuing Professional Education:**

The Township will pay for all dues, subscriptions, and associated expenses for continuing professional education to sustain all professional licenses and memberships, subject to pre-approval of the Mayor. The Division Head may further obtain other certifications, licenses, etc., that will be paid for by the Township, subject to the pre-approval of the Mayor.

8. **Other Employment:**

The Division Head shall devote all of her work efforts to the Township toward the fulfillment of her obligations under this contract. Outside employment, business ownership or affiliation, which would constitute a conflict of interest or violate New Jersey's Local Government Ethics Law, is strictly prohibited. The Division Head shall be permitted to engage in outside, non-township related employment. The Division Head shall be required to disclose any and all such outside employment on the annual Financial Disclosure Form.

9. **Residency:**

The Division Head shall not be required to reside in Berkeley Township.

10. **Other Benefits:**

The Division Head shall be entitled to all other benefits and abide by all other requirements as called out in the Berkeley Township Supervisors' Association Contract, which have not otherwise been enumerated herein.

11. **Savings Clause:**

Should any section or any part of any section of this Agreement be rendered void, invalid, or unenforceable by any Court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other section or any part of any section of this Agreement. The laws of the State of New Jersey shall govern this agreement. If any

provision of this Agreement shall be deemed invalid by law or actions of the court, the Township and Division Head will meet for the purpose of negotiating necessary changes.

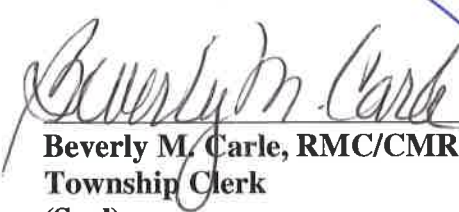
12. Completeness of Agreement:

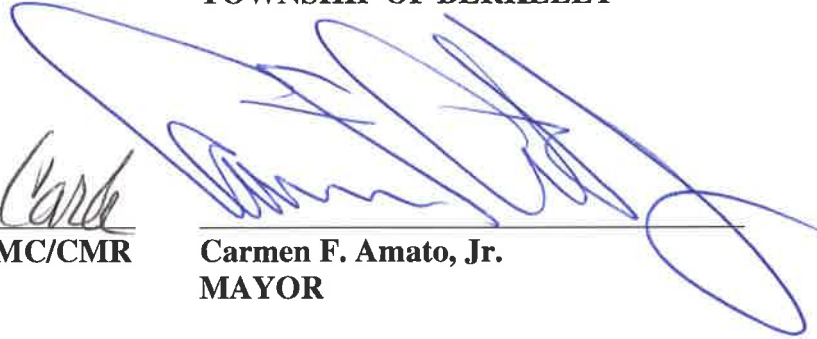
The above items set forth the terms and conditions of employment for Maureen Cosgrove with the Township of Berkeley.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement on this 27th day of September, 2016.

ATTEST:

TOWNSHIP OF BERKELEY


Beverly M. Carle, RMC/CMR
Township Clerk
(Seal)


Carmen F. Amato, Jr.
MAYOR

9-27-16
Witness


Maureen Cosgrove, Tax Collector