

## EMPLOYMENT AGREEMENT

**THIS AGREEMENT** made this 29<sup>th</sup> day of February 2016, is effective as of the 1<sup>st</sup> of January, 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, hereinafter referred to as "Township", and JOHN CAMERA residing at, hereinafter referred to as "Business Administrator."

### WITNESSETH:

**WHEREAS**, on 11/16/15, John Camera was appointed to the position of Business Administrator, effective January 1, 2016, by Mayor Carmen F. Amato, Jr.; and

**WHEREAS**, the Berkeley Township Council via adoption of Resolution #15-465-R #16-32-R consented to the appointment of John Camera to the position of Business Administrator for the Township of Berkeley effective January 1, 2016 and authorized the Mayor to execute and the Township Clerk to attest to an employment agreement; and

**WHEREAS**, the Township of Berkeley and John Camera have reached an understanding for an employment agreement; and

**WHEREAS**, the Township of Berkeley and John Camera wish to set forth the terms and conditions of his employment for the Township of Berkeley;

**NOW, THEREFORE, BE IT RESOLVED** the parties hereto authorize this Agreement for employment for John Camera as Business Administrator for the Township of Berkeley as follows:

1. **Term:**

- (A) The employment contract shall be from the date of his appointment until the end of the Mayor's term, unless terminated earlier by either party.
- (B) If the Business Administrator "retires" or "resigns in good standing" he shall give the Township at least twenty one (21) calendar days written notice in advance, unless the parties otherwise agree. The Business Administrator shall be paid for all accumulated and unused leave, in accordance with section 4 of this agreement, at his current rate of pay at the time of his resignation; however, any payment directly attributed to the accumulation of sick leave shall be limited to a maximum of Fifteen Thousand Dollars (\$15,000).
- (C) Upon separation of employment the Business Administrator shall be shall be paid for all accumulated and unused leave, in accordance with section 4 of this agreement, at his 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).

- (D) Should the Administrator be permanently disabled or otherwise unable to perform his 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.
- (E) Although Mr. Camera is not currently taking advantage of Township provided Health Insurance benefits, the Township agrees to continue, if enrolled, the Business Administrator's Health Insurance benefit package under the same conditions and premium co-pay amount, if any, in place during his leave period and employment period covered under the severance pay provisions shown above.
- (F) In consideration of Mr. Camera's service to the Township, should the Township, without cause, terminate his employment, the provisions of N.J.S.A. 40:69A-43 apply.

2. **Annual Salary:**

Upon execution of this contract, the starting salary paid to Mr. Camera shall be One Hundred and Five Thousand dollars (\$105,000).

The subsequent annual base salaries shall be as follows:

- (A) Effective August 1, 2016, the annual base salary paid to Mr. Camera shall be One Hundred Ten Thousand Dollars (\$110,000).
- (B) Effective August 1, 2017, the annual base salary paid to Mr. Camera shall be One Hundred Fifteen Thousand Dollars (\$115,000).
- (C) Effective January 1<sup>st</sup> 2018, the annual base salary paid to Mr. Camera shall be One Hundred Twenty Thousand Dollars (\$120,000).
- (B) Effective August 1<sup>st</sup> of each year of employment after Mr. Camera will receive a 1.8% increase.

3. **Work Year and Work Hours:**

The Business Administrator shall work a twelve-month work year in accordance with the calendar adopted by the Mayor and Township Council. He shall not have assigned work

hours, nor shall he be entitled to overtime payments. The parties do, however, understand that Mr. Camera's typical day will start at 10 am. As a professional administrative employee, the Business Administrator is expected to expend such time as necessary to fulfill the duties of the position.

**4. Leave Time:**

**(A) Sick Leave:**

(1) The Business Administrator shall be entitled to paid sick leave as delineated in the Berkeley Township Supervisors' Association Contract.

**(B) Personal Leave:**

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

**(C) Vacation Leave:**

(1) The Business Administrator shall be entitled to twenty-five (25) vacation days per year.

(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 Business Administrator shall be entitled to paid bereavement leave as delineated in the Berkeley Township Supervisors' Association Contract.

**5. Paid Holidays:**

The Business Administrator shall be entitled to paid holidays in accordance with the Township Personnel Manual.

**6. Health Benefits:**

Although Mr. Camera is not currently taking advantage of Township provided Health Insurance benefits, the Business Administrator shall receive the same health insurance benefit package given to other department heads employed by the Township. The Administrator shall pay the monthly premium co-pay amounts, if any, through payroll deduction in the same amount paid by all other township employees.

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

(A) 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 Business Administrator 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 Business Administrator shall devote all of his work efforts to the Township toward the fulfillment of his 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 Business Administrator shall be permitted to engage in outside, non-township related employment. The Business Administrator shall be required to disclose any and all such outside employment on the annual Financial Disclosure Form.

9. **Residency:**

The Business Administrator shall not be required to reside in Berkeley Township.

10. **Other Benefits:**

The Business Administrator shall be entitled to all other benefits available to Department Heads, 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 Business Administrator will meet for the purpose of negotiating necessary changes.

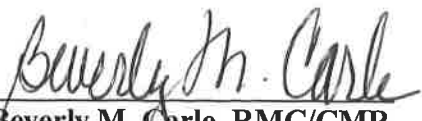
12. **Completeness of Agreement:**

The above items set forth the terms and conditions of employment for John Camera as Business Administrator for the Township of Berkeley.

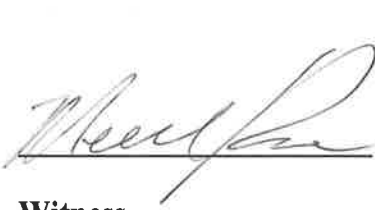
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement on this 9th day of February, 2016.

ATTEST:

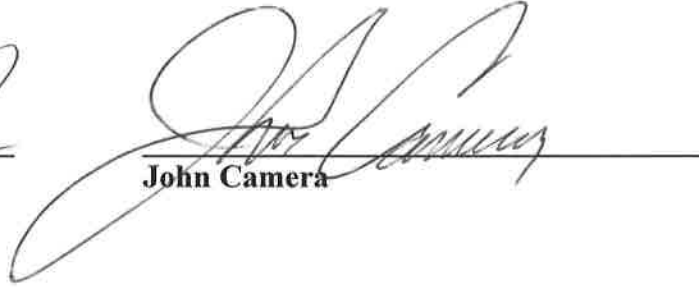
TOWNSHIP OF BERKELEY

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

  
\_\_\_\_\_  
Carmen F. Amato, Jr.  
MAYOR

A handwritten signature in cursive script, appearing to read "Wesley", written over a horizontal line.

**Witness**

A large, stylized handwritten signature in cursive script, appearing to read "John Camera", written over a horizontal line.

**John Camera**