

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this day of 2016, is effective as of the 1st 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 Frederick Ebenau, Chief Financial Officer, residing at, hereinafter referred to as "Department Head."

WITNESSETH:

WHEREAS, on July 30, 2007, Frederick C. Ebenau was appointed to the position of Department Head, effective July 30, 2007, by Mayor Jason Varano.; and

WHEREAS, the Berkeley Township Council via adoption of Resolution 16-227-R, **confirmed** the appointment of Frederick C. Ebenau to the position of Department Head for the Department of Finance, Treasury and Collections 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 Frederick C. Ebenau have reached an understanding for an employment agreement; and

WHEREAS, the Township of Berkeley and Frederick C. Ebenau 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 Frederick C. Ebenau as the Department Head for the Department of Finance, Treasury and Collections for the Township of Berkeley as follows:

1. Term:

- (A) The employment contract shall be from January 1, 2016 until the end of the Mayor's term, unless terminated earlier by either party.
- (B) Upon separation of employment the Department Head 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).
- (C) Should the Department Head become 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 Administrator.

2. **Annual Salary:**

Upon execution of this contract, the starting base salary paid to the Department Head shall be One Hundred Thirty-Five Thousand Eight Hundred Sixty-Two and 7/100 (\$135,862.07) Dollars. It is herein noted the Department Head's employment includes the roles of both the Chief Financial Officer and Assistant Business Administrator and his salary is allocated accordingly: \$120,862.07 as CFO and \$15,000.00 as Assistant Business Administrator.

The subsequent annual base salaries shall be as follows:

- (A) Effective August 1, 2016, the annual base salary shall increase 1.8%.
- (B) Effective August 1, 2017, the annual base salary shall increase 1.8%.
- (C) Effective August 1st 2018, the annual base salary shall increase at the same percentage in the Berkeley Township Supervisors Association Contract.
- (D) Effective August 1st 2019, the annual base salary shall increase at the same percentage in the Berkeley Township Supervisors Association Contract.

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

Shall work a twelve-month work year in accordance with the calendar adopted by the Mayor and Township Council. Shall work a minimum of 35 hours per week and shall not be entitled to overtime payments. As a Department Head, he is expected to expend such time as necessary to fulfill the duties of the position, which includes weekends and after hours.

4. **Leave Time:**

(A) **Sick Leave:**

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

(B) **Personal Leave:**

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

(C) **Vacation Leave:**

- (1) The Department Head 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 Department Head shall be entitled to paid bereavement leave as delineated in the Berkeley Township Supervisors' Association Contract.

5. **Paid Holidays:**

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

6. **Health Benefits:**

The Department Head shall pay the monthly premium co-pay amounts, if any, through payroll deduction in the amount of 1.5% of his annual salary or as otherwise required by State statute. The Department Head shall be entitled to benefits upon retirement following 25 years of employment in the qualified State pension system(s), pursuant to Chapter 88, P.L. 1974 amended by Chapter 436 P.L. 1981.

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 Department 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 Department Head 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 Department Head shall be permitted to engage in outside, non-township related employment. The Department Head shall be required to disclose any and all such outside employment on the annual Financial Disclosure Form.

9. **Residency:**

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

10. **Other Benefits:**

The Department Head shall be entitled to all other benefits available to the Berkeley Township Supervisors' Association Contract, which have not otherwise been enumerated herein. The parties herein acknowledge the Department Head, as the Township's Chief

Financial Officer, is a statutory employee entitled to benefits pursuant to N.J.S.A. 40A:9-165.

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 Department Head will meet for the purpose of negotiating necessary changes.

12. It is expressly understood that the Department Head is exempt from the restrictions and requirements set forth in the Berkeley Township Supervisors' Association Contract under ARTICLE IX A. 4. and ARTICLE X H.

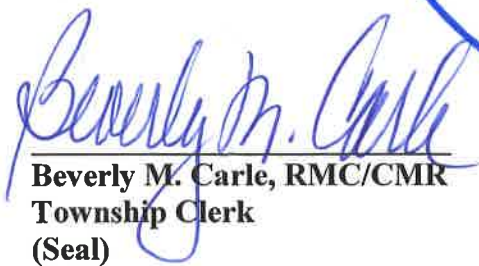
13. Completeness of Agreement:

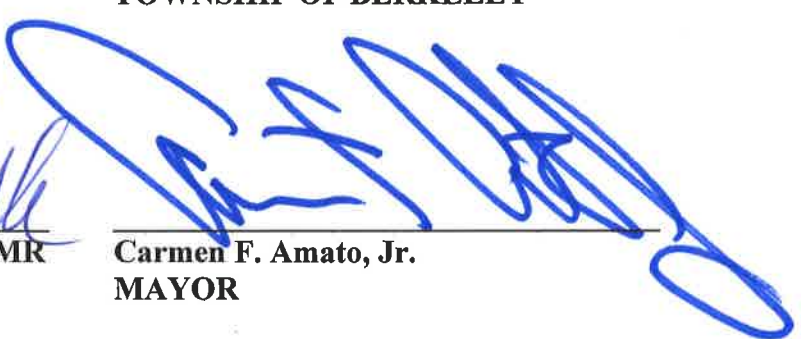
The above items set forth the terms and conditions of employment for Frederick Ebenau by the Township of Berkeley.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement on this 3rd day of June, 2016.

ATTEST:

TOWNSHIP OF BERKELEY


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


Carmen F. Amato, Jr.
MAYOR


Witness


Frederick Ebenau
Dept. Head, Dept. of Finance