

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 18th day of July 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, 08721, hereinafter referred to as "Township", and Eric Zanetti, residing at, 1763 Calico Lane, Toms River, New Jersey, 08753, hereinafter referred to as the "Tax Assessor" or "Division Head."

WITNESSETH:

WHEREAS, on September 29, 2003, Eric Zanetti was appointed to the position of Tax Assessor by Mayor Jason Varano; and

WHEREAS, the Berkeley Township Council via adoption of Resolution #16-327-R, consented to the execution of an employment agreement effective January 1, 2016 and authorized the Mayor to execute and the Township Clerk to attest to said employment agreement; and

WHEREAS, the Township of Berkeley and Eric Zanetti have reached an understanding for an employment agreement; and

WHEREAS, the Township of Berkeley and Eric Zanetti wish to set forth the terms and conditions of Tax Assessor for the Township of Berkeley;

NOW, THEREFORE, BE IT RESOLVED the parties hereto authorize this Agreement for employment for Eric Zanetti as Tax Assessor for the Township of Berkeley as follows:

1. **Term:**

- (A) The employment contract shall be from January 1, 2016 through December 31, 2019, unless terminated earlier by either party.
- (B) Upon separation of employment the Tax Assessor 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 Tax Assessor 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.

2. Annual Salary:

Upon execution of this contract, the starting base salary paid to the Division Head shall be Ninety Seven Thousand, Three Hundred dollars (\$97,300.00), retroactive to January 1, 2016. The Division Head shall also be entitled to retroactive pay in accordance with the recently settled Supervisors Association Contract for 2014 and 2015.

The subsequent annual base salaries shall be as follows:

- (E) Effective August 1, 2016, the annual base salary shall increase 1.8%.
- (F) Effective August 1, 2017, the annual base salary shall increase 1.8%.
- (G) Effective August 1, 2018, the annual base salary shall increase at the same percentage in the Berkeley Township Supervisors Association Contract subject to NJSA 40A:9-165.
- (H) Effective August 1, 2019, the annual base salary shall increase at the same percentage in the Berkeley Township Supervisors Association Contract subject to NJSA 40A:9-165.

3. Work Year and Work Hours:

The Tax Assessor shall work a twelve-month work year in accordance with the calendar adopted by the Mayor and Township Council. He shall work a minimum of 35 hours per week and shall not be entitled to overtime payments. His regular work week shall be Monday through Friday from 8:30am until 4:00 pm each day. As a Division Head, he 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:**

The Division Head shall pay the monthly premium co-pay amounts, if any, through payroll deduction in the same amount paid by all other non-contractual township employees. The Division Head shall be entitled to benefits upon retirement following 25 years of enrollment in the PERS and 15 years employment with the Township, pursuant to Chapter 88 and Chapter 436.

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 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 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, or provided for statutorily or by case law.

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 ~~Jesse Fassen~~ ^{Eric Zanetti} with the Township of Berkeley.

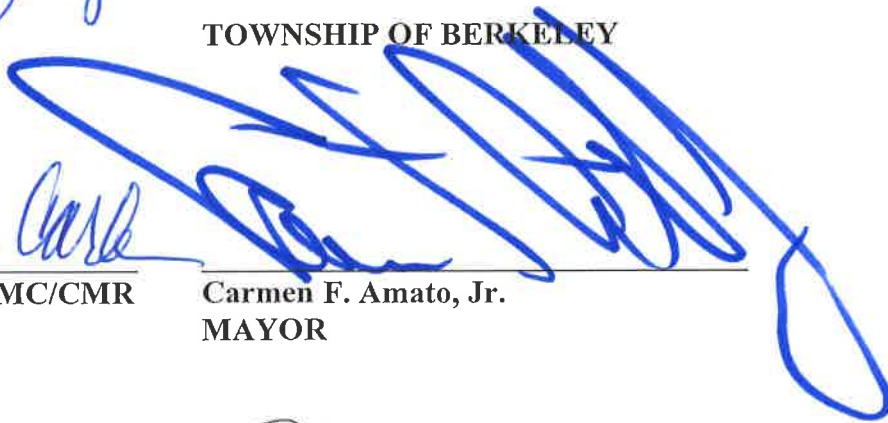
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement on this 19th day of July, 2016.

ATTEST:

TOWNSHIP OF BERKELEY



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



Carmen F. Amato, Jr.
MAYOR



Witness



Eric Zanetti, Tax Assessor