

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 1st day of January, 2024, 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 Gina Russo, hereinafter referred to as "Department Head."

WITNESSETH:

WHEREAS, on April 18th, 2016, Gina Russo was appointed to the position of Director of Human Resources, effective January 1, 2016, by Mayor Carmen F. Amato, Jr.; and

WHEREAS, the Berkeley Township Council via adoption of Resolution 24-63-R, consented to the appointment of Gina Russo to the position of Director of Human Resources for the Township of Berkeley effective January 1, 2024 through December 31, 2027 and authorized the Mayor to execute and the Township Clerk to attest to an employment agreement; and

WHEREAS, the Township of Berkeley and Gina Russo have reached an understanding for an employment agreement; and

WHEREAS, the Township of Berkeley and Gina Russo wish to set forth the terms and conditions of her employment by the Township of Berkeley;

NOW, THEREFORE, BE IT RESOLVED the parties hereto authorize this Agreement for employment for Gina Russo as Director of Human Resources for the Township of Berkeley as follows:

1. Term:

- (A) The employment contract shall be from January 1, 2024 until December 31, 2024, 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 her current rate of pay at the time of separation on a pro-rated basis, however, any payment directly attributed to the accumulation of sick leave shall be limited to retirement and a maximum of Fifteen Thousand Dollars (\$15,000).
- (C) Should the Department Head 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 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:**

Effective August 1, 2024, said salary shall increase by 3% to \$118,246.00.

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

Department Head 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. As a Department Head, she 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 fifteen (15) paid sick days per year.

(B) **Personal Leave:**

The Department Head shall be entitled to three (3) paid personal days per year.

(C) **Vacation Leave:**

(1) The Department Head shall be entitled to thirty (30) vacation days per year.

(2) Up to ten (10) unused vacation days may be carried over to the following year, provided that those days are used by March 1 of the following year. It is understood that unused vacation time may not be converted to monetary compensation unless there are unforeseen circumstances as judged solely by the Berkely Township Business Administrator.

(D) **Bereavement Leave:**

The Department Head shall be entitled to paid bereavement leave as follows:

1. The Department head shall be granted four (4) consecutive working days leave with pay, one of which shall be either the day of death or the day of the funeral, whichever the employee chooses, for the death of an immediate family member. The immediate family shall include spouse, child, parent, grandparent, brother, sister, ~~brighter~~ ^{brother}-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchild of the employee or spouse, or other member of the immediate family. Two

(2) days leave shall be granted in the event of the death of an aunt or uncle or spouse's grandparents.

2. Such leave will not be taken until the Business Administrator is notified of the instance of bereavement. The employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow employees to make necessary arrangements and attend funeral services. Bereavement leave must include one of the following days: date of death, any day of viewing, date of internment, day or religious or memorial service. In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death.

5. **Paid Holidays:**

The Department Head shall be entitled to paid holidays in accordance with the Township resolution:

New Year's Day
Martin Luther King's Birthday
Presidential Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day
Veterans Day
Election Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
Floating Holiday

6. **Health Benefits:**

The Department Head shall pay the monthly premium co-pay amounts, through payroll deductions, pursuant to P.L. 2011, chapter 78, tier 3. The Department Head shall be entitled to benefits upon retirement following 25 years in PERS and 15 years of employment with the Township, pursuant to Chapter 88.

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 Administrator. 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 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 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 and, prior to commencement of outside employment, to the Business Administrator in writing for approval by the Township. The Department Head shall not engage in outside employment during Berkeley Township work hours, using Berkeley Township equipment or networks, or while on sick leave, workers compensation leave or family leave.

9. Residency:

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

10. Other Benefits:

The Department Head shall be entitled to longevity based on continuous years of employment in the Township as follows and shall qualify for the longevity increment on the date of the anniversary of employment and such increment shall commence to accrue from and after such date.

- Upon completion of five (5) years of continuous service, \$1,300.00 added to base salary.
- Upon completion of ten (10) years of continuous service, \$2,050.00 added to base salary.
- Upon completion of fifteen (15) years of continuous service, \$2,850.00 added to base salary.
- Upon completion of twenty (20) years of continuous service, \$3,950.00 added to base salary.
- Upon completion of twenty-five (25) years of continuous service, \$4,650.00 added to base salary.
- Longevity pay shall be paid in each paycheck on a pro-rated basis, with all applicable deductions, as part of the regular paycheck.

The Department Head who has secured a college degree will be paid in accordance with the schedule noted below:

Associates Degree \$600.00

Bachelors Degree \$850.00

An employee with an Associates Degree who thereafter secures a Bachelors Degree will receive an additional \$250.00 for a total of \$850.00. Employees shall only be eligible for

payment if the degree is related to the job duties of the employee or if the degree is required to qualify for appointment to the title.

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. Completeness of Agreement:

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

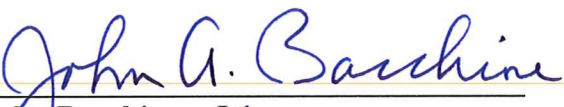
IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this agreement on this 8th day of August, 2024.

ATTEST:

TOWNSHIP OF BERKELEY

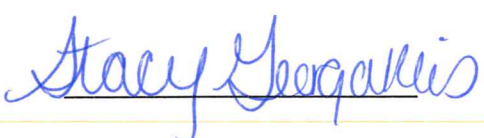


Karen Stallings, RMC/CMR
Township Clerk
(Seal)

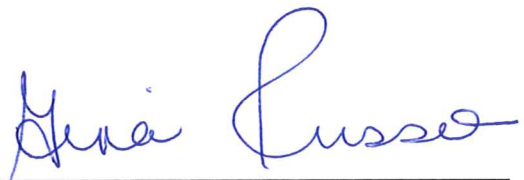


John Bacchione, Jr.
MAYOR

Witness



Stacy Georgaklis
Witness



Gina Russo
Director of Human Resources