

***CITY OF OCEAN CITY
NEW JERSEY***

***EMPLOYMENT AGREEMENT
CITY CLERK***

January 1, 2007 through December 31, 2009

EMPLOYMENT AGREEMENT

CITY CLERK

THIS EMPLOYMENT AGREEMENT is made and entered into this 26th day of April 2007, between the City of Ocean City, hereinafter referred to as the "City", and Ocean City Clerk Cindy L. Griffith, hereinafter referred to as the "City Clerk".

A. TERMS AND CONDITIONS OF EMPLOYMENT

1. Normal Working Hours

Time requirements for optimal job performance vary based on specific assignments, seasonal demands or other factors. All parties endorse a policy of flexibility which allows the City Clerk to adjust normal working hours as conditions require to include all hours which enable the City Clerk to complete routine duties of her office and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks or handle emergency conditions as they arise.

2. Education

It shall be the policy of the City to encourage membership in professional associations and to encourage periodic skills enhancement training or other job related training. If approved, the cost of such training and memberships shall be provided by the City. The time off necessary to attend shall be granted by the City following approval by the City Council.

In the event the City Clerk is required to use her automobile in a mandated job related activity, she shall be compensated at the current I.R.S. rate per mile plus tolls.

The City shall reimburse the City Clerk for overnight lodging for all approved training seminars or conferences that are multiple-day programs providing said seminar location is more than one hour from Ocean City.

The City shall reimburse the City Clerk for reasonable meal expenses incurred while attending approved meetings, training sessions, seminars and conferences. Meal expenses shall be approved up to twenty-five (\$25.00) per day. Expenses shall be verified by receipt and shall not include the cost of alcoholic beverages.

3. Leaves

a. Sick Leave

The City Clerk shall be credited with 165.5 days of accumulated time on the books as of January 1, 2007 and shall not accumulate beyond 180 days.

1. In the event that the City Clerk is absent from work for more than 5 continuous working days or a total of 15 working days per year, the City Council shall have the right to request documentation regarding said absences.

b. Serious Illness/Injury Leave

If the City Clerk is required to be on leave because of serious illness/injury, she may apply through the City Council for serious illness/injury leave and shall be granted said leave providing she shall have used at least 50% percent of her sick leave available at the time of the onset of illness/injury. In addition, the need for such leave shall have been certified by a medical practitioner satisfactory to the City. Said leave, when granted, shall be for a maximum of 180 work days per event less the total of sick days used as result of the illness or injury.

c. Disability Leave

If the City Clerk is incapacitated and unable to work because of a job related injury, she shall be entitled to injury leave with full pay and benefits during the period in which she is unable to perform her duties on the job. Injury leave shall not exceed one year's absence and shall be mutually certified by the employee's own and City's doctors.

1. Wages are to be offset by the amount of worker's compensation wage payments pursuant to Chapter XV of Title 34 of the Revised Statutes of the State of New Jersey.

d. Temporary Leaves

1. The City Clerk shall be granted temporary leave without deduction from pay or accumulated leave for death in the family or of a close friend. The number of days needed shall be determined by the City Council.

2. When the City Clerk needs temporary leave of short duration for personal business, she shall be granted said leave.

3. In addition to temporary leaves, time off may be granted at the sole discretion of the City Council.

4. Retirement Compensation

a. The City Clerk shall receive a one time retirement payment based on the following percentage of her last year's salary or compensation to be paid in a manner agreed upon between the City Council and City Clerk.

<u>Years of Service with the City</u>	<u>Compensation</u>
10 – 14.99 years	40%
15 - 19.99 years	45%
20 or more	50%

b. In order to receive the retirement compensation, the City Clerk must retire from employment with the City under established criteria of the retirement system under which she is enrolled. The above retirement compensation shall not be applicable to deferred retirement plans. The City Clerk shall provide a minimum of 90 days notice of her intention to retire.

5. Health Benefits/Insurance Benefits

- a. The City of Ocean City will not discriminate in its health benefits provided to the City Clerk. She shall receive such benefits as are made available to other management and professional employees of the City. The City Clerk shall contribute the following per month toward her health benefit plan:

2007 - \$80.00 2008 - \$88.00 2009 - \$96.00

- b. The City Clerk shall be entitled to, but not limited to, health coverage benefits which include the following: hospitalization, medical treatment, major medical, surgical fees, office visits, dental coverage, prescription plan and vision care. Major medical coverage shall be at 80% of the first \$5,000 and 100% thereafter. Dental coverage for the clerk and her family shall be at a maximum of \$1,500.00 annually, and including orthodontics at a maximum benefit of \$3,000.00.

1. Mandatory preadmission notification will be part of the comprehensive health benefits program. Lack of proper notification will reduce the level of reimbursement for health care expenses by 30%.

- c. The City shall provide a prescription drug plan for the Clerk and her family with the following co-pays that are effective with the signing of this Agreement:

	<u>Generic</u>	<u>Formulary</u>	<u>Non-Formulary</u>
<u>1/1/07</u>	\$0.0	\$15.00	\$20.00
<u>1/1/08</u>	\$0.0	\$15.00	\$20.00
<u>1/1/09</u>	\$0.0	15.00	\$25.00

- d. The City shall provide an eye care plan for the City Clerk and her family. Coverage shall be 1/3 co-pay with a maximum yearly benefit of \$500.00 for the Clerk and her family.
- e. The City shall afford the City Clerk the opportunity to enroll in the P.P.O. Plan.
- f. If the City desires to change the present traditional plan or carrier, the benefits in any new plan shall be the same or better than the plan presently in effect. The City shall notify the City Clerk three months prior or as soon as possible if a change is being contemplated.
- g. The City shall provide a \$25,000.00 life insurance policy on the life of the City Clerk who shall designate her beneficiary or beneficiaries. Upon retirement, the City Clerk, at her option and cost, may convert said life insurance policy.

6. Retirement Health Benefits

- a. Retirement, with exception of deferred retirement, shall be defined and established by the criteria of the pension system in which the City Clerk is enrolled.
- b. If the City Clerk retires on or after the signing of this Agreement and has 25 or more years of service with the City of Ocean City, she shall receive health benefits coverage (medical/major medical) for herself and her family. Family shall be defined as per the definition in the health program maintained by the City.
- c. If the City Clerk retires on or after the signing of this Agreement and has 25 or more years of service with the City of Ocean City, she shall receive prescription benefits with 1/3 co-pay for herself and her family.
- d. If the clerk retires with ten (10) years of service with the City and 25 years of full time service with the state or local government shall receive a 50% contribution from the City towards the cost of the health benefits program provided by the city.
- e. If the clerk retires with less than ten (10) years of service with the City or more than ten (10) years with the City but less than 25 years of service with state or local government, she may opt to maintain coverage in existence prior to said retirement by contributing a monthly installment, determined by COBRA calculations, equal to the actual cost of coverage by the City.
- e. If the City Clerk retires on or after the signing of this Agreement and has 25 or more years of service with the City of Ocean City, she shall receive an eye care plan for herself and her family. Coverage shall be 30% co-pay with a maximum yearly benefit of \$500.00 for herself and her family.
- f. Such coverage shall continue until the City Clerk and/or her spouse reaches the age of 65 and/or becomes eligible for Medicare/Medicaid.
- g. If the City Clerk dies prior to reaching the age of 65, the City shall continue the health benefit coverage entitlement for the City Clerk's spouse until his death or remarriage. In the case of the latter, the City shall pay the surviving spouse an amount equal to the premium established for active management/professional employee medical/major medical benefits. This is identical to the middle management contract.
- h. When the City Clerk becomes eligible for Medicare/Medicaid, the City's health plan shall remain in effect as a secondary provider. The City's maximum liability as secondary provider shall be \$20,000.00 annually per covered individual under this provision.

7. Time Off

a. Vacations

The City Clerk shall receive paid vacations in accordance with the following schedule:

- 6th to 10th Year – 18 Working Days
- 11th to 15th Year – 22 Working Days
- 16th to Retirement – 25 Working Days

1. Any unused vacation days may be carried forward only into the next succeeding year unless there is an emergency condition in the next succeeding year which prevents the City Clerk from utilizing the time in that year. The City Council shall have sole discretion in granting this continuance of vacation time into the third year.

b. Holidays

The City Clerk shall be entitled to 14 paid Holidays per year one of which shall be designated as a “floating” holiday.

8. Liability Insurance

a. The City Clerk shall be covered by appropriate insurance purchased by the City of Ocean City. The City agrees to provide legal representation to the City Clerk if litigation should develop as a result of actions performed in the line of duty as a City employee. Additionally, the City will indemnify and same harmless the City Clerk from any liability for personal injury or property damage which may result from actions undertaken by the City Clerk during the normal course of employment.

9. Severance Agreement

a. Upon being relieved from duty by the City for whatever cause except a criminal act of wrongdoing and/or gross incompetence, which is documented and fully substantiated, or retirement, the City Clerk shall receive a minimum of 90 calendar days of full severance pay with full benefits including, but not limited to, full insurance coverage and pension payments.

<u>Years</u>	<u>Notification Required</u>	<u>Severance Allowance</u>
10 – 14.99	45 day Minimum 45 days + additional 30 days	150 days pay 90 days pay
15 or more	45 day Minimum 45 days + add 90 days	180 days pay 90 days pay

10. Grievances pertaining to this Agreement shall be made directly to the City Council. If the grievance cannot be resolved, the second step of the procedure shall be submission to PERC for the assignment of an arbitrator who, upon hearing the case, shall render a final and binding arbitration award.

11. During the term of this Agreement, the City Clerk shall not be reduced in compensation and/or benefits or be disciplined without just cause.

B. COMPENSATION – To be determined by Council President with consent of council. The Council President shall be responsible for the Performance Appraisal.

1. On January 1, 2007 the clerk shall receive an annual salary of \$89,000.00
2. On January 1, 2008 the clerk shall receive a percentage increase commensurate with performance. The percentage range shall be set by the Mayor and the Administration
3. On January 1, 2009 the clerk shall receive a percentage increase commensurate with performance. The percentage range shall be set by the Mayor and the Administration

C. TERMINATION OF EMPLOYMENT AGREEMENT

This Employment Agreement may be terminated by:

1. Mutual agreement of the parties.
2. Unilateral termination by the City Clerk upon 60 days notice.
3. The City for good and just cause after giving the City Clerk 180 days notice. Such notice shall include specific reasons for such action and shall provide adequate opportunity for the City Clerk to correct any deficiencies prior to final action.

D. AGREEMENT APPROVAL

WHEREAS, the City has approved the terms and conditions of this Employment Agreement,
and

WHEREAS, the City Clerk has approved the terms and conditions of this Employment Agreement,

IN WITNESS WHEREOF, they set their hand and seals to this Employment Agreement effective on the day and year first above written.

By: Cindy L. Griffith
Cindy L. Griffith
City Clerk

By: Salvatore Perillo
Salvatore Perillo, Mayor

Witness: Angela Cupina

Witness: Angela Cupina

Dated: 4-26-07