

TOWNSHIP ZONING OFFICER EMPLOYMENT AGREEMENT

The Employment Agreement (“Agreement”) is made on the 1st day of June 2022, by and between the Township of Franklin (“Franklin”), a New Jersey Municipality, having its municipal offices at 1571 Delsea Drive, Franklinville, NJ 08322, and Rosemary Flaherty (“Flaherty”), having a mailing address of 148 Stagecoach Road Sicklerville, NJ 08081.

Throughout the Agreement, Franklin and Flaherty each may be referred to as a “Party” and collectively may be referred to as the “Parties.”

WITNESSETH

WHEREAS, N.J.S.A. 40:55D-3 provides that the governing body of any municipality, by ordinance, may create the office of planning and zoning administrative officer and delegate to the appointee all or a portion of the executive responsibilities of planning and zoning for the municipality; and

WHEREAS, Franklin, by ordinance codified at Article II, chapter 95-6 of the Code of the Township of Franklin, has created the position of zoning officer; and

WHEREAS, N.J.S.A. 40A:9-138 provides that “appointment to the office of Planning and Zoning administrative officer shall be made by the mayor or chief executive officer of the municipality with the advice and consent of the governing body,” and that “the term of office of the planning and zoning administrative officer” shall be at the pleasure of the governing body” and

WHEREAS, by Resolution R-72-21 adopted April 13, 2021 (effective April 19, 2021), the Franklin Township Committee confirmed the Mayor’s appointment of Rosemary Flaherty, as zoning officer and authorized the making and execution of the Agreement. Also by Resolution R-130-21 adopted August 10, 2021 (effective August 11, 2021) the Franklin Township Committee confirmed the Mayor’s appointment of Rosemary Flaherty, as the full-time Planning and zoning administrative officer. Also by Resolution R-145-21 adopted September 14, 2021 (effective September 15, 2021) the Franklin Township Committee confirmed the Mayor’s appointment of Rosemary Flaherty, as the alternate housing inspector. Also by Resolution R-026-22 adopted January 11, 2022 (retroactive to January 1, 2022) the Franklin Township Committee confirmed the Mayor’s appointment of Rosemary Flaherty, as the Housing Inspector. Also by Resolution R-038-22 adopted January 25, 2022 (effective January 25, 2022) the Franklin Township Committee confirmed the Mayor’s appointment of Rosemary Flaherty, as the Director of Code Enforcement and Land Use.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties hereby agree as follows:

1. **Incorporation of Preamble.** The statements set forth above are true and accurate. All of statements set forth above are repeated and are incorporated herein by the reference thereto as if each statement were set forth fully herein.

2. Employment of Township Planning and Zoning Officer; Director of Code Enforcement and Land Use; Housing Inspector; EDC Secretary Appointment. Powers & Duties.

- a. **Employment of Township Zoning & Planning Administrative Officer; Director of Code Enforcement and Land Use; Housing Inspector; EDC Secretary Appointment.** Franklin hereby agrees to employ Flaherty, and Flaherty agrees to accept said employment, to perform the functions and duties of her appointments within the Township and to perform all legally permissible and proper duties and functions as Franklin Township's Administrator, Mayor and Township Committee shall, from time-to-time, assign, subject to the Agreement.

- b. **Powers & Duties.** Flaherty, subject to the direction of Franklin Township Administrator; Mayor and Township Committee shall perform the duties of her Township appointments, as they are set forth in the Code of the Township of Franklin. Flaherty acknowledges that during the term of the Agreement, the provision of the code may be amended or supplemented by ordinance duly adopted by the Township Committee. In the event that the Code of the Township of Franklin is amended or supplemented during the term of the Agreement, Flaherty acknowledges that her duties within the Township shall be performed in accordance with the provisions as they are amended or supplemented.

- c. **Term & Salary.** The Township shall pay Flaherty for the performance of her services under the Agreement in accordance with the procedures that are set forth in the current and most recently updated Township Employee Manual (the "Employee Manual"). Flaherty's annual gross salary shall be \$84,000.00 per year subject to annual adjustments by the Township Committee. The employee is a salaried position and the needs of the position may, from time to time exceed (40) hours per week, Monday through Friday 8am to 4pm with a (1) hour paid lunch. Lunch times are covered in handbook and cannot be utilized at beginning or end of work day in lieu of taking. It is not, however the expectation that the employee work greater than (40) hours per week but rather that the employee will adjust hours from week to week so as to approximate an average (40) hour work week. Both Franklin Township and the employee understand that the employee is an "exempt employee" under the "Fair Labor Standards Act" for the purposes of overtime and compensatory time. Accordingly, the Township and Employee agree there will be no compensation time or overtime pay for any hours worked above and beyond the 40 hour work week, performed by the Employee and the total compensation due the employee is contained in and in accordance with the terms of this document. Any significant change of work schedule by more than 1 hour will need written approval of the Township Administrator.

- d. Contract shall carryover year to year at the determination of the Mayor and Township Committee in conjunction with employee. Yearly salary increases or

adjustments are also at the determination of the Mayor and Township Committee, with input from the Township Administrator.

e. **Pension Benefits.** Flaherty is eligible for the PERS pension program retirement. Under PERS, the statute dictates the percentage contributions by both the employer and employee.

3. **Use of Motor Vehicles.** The Township may provide Flaherty with use of a motor vehicle in connection with her conduct of Township business and the performance of her duties during normal business hours, which vehicle shall not be taken home. If Township vehicle is unavailable, she will seek authorization to use another vehicle or her personal vehicle from the Township Administrator or designee. In such cases, the Township shall pay all expenses for such motor vehicle including, but not limited to, fuel, maintenance, repairs and insurance. In the event that Flaherty uses her own motor vehicle in connection with the conduct of the Township's business and the performance of her duties, such use shall be subject to the provisions regarding, and the guidelines for, private motor vehicle use that are set forth in the Employee Manual. If Flaherty incurs out-of-pocket travel expenses in connection with her conduct of Township business and the performance of her duties, such out-of-pocket travel expenses shall be reimbursed by the Township in accordance with the applicable provisions of the Employee Manual.

4. **Paid Vacation Leave.** Flaherty shall be entitled to paid leave as described in the Franklin Township Employee Manual. 2022: she will receive (5) vacation days on her anniversary date (August 11th). In 2023 through 2026: she will receive in January of that year (10) vacation days. Vacation leave accrual carry over will only be allowed with the approval of the Township Administrator at the end of calendar year. Vacation leave accrual will be prorated on a monthly basis should employee terminate employment for any reason including retirement.

5. **Paid Sick Leave.** Flaherty shall be entitled to paid sick leave as provided for in the Employee Manual. 2022: she will receive (12) sick days on her anniversary date (August 11th). In 2023 through 2026: she will receive in January of those years (12) sick days. Sick leave accrual will be prorated on a monthly basis should employee terminate employment for any reason including retirement. Sick leave accrual will be eligible for carry over from year to year.

6. **Paid Holidays.** Flaherty shall be entitled to the paid holidays as provided for in the Employee Manual.

7. **Personal Days.** Flaherty shall be entitled to personal days as provided for in the Employee Manual. 2022: she will receive (4) personal days on her anniversary date (August 11th). In 2023 through 2026: she will receive in January of that year (4) personal days. Personal leave accrual will be prorated on a monthly basis should employee terminate employment for any reason including retirement. Personal leave accrual is not permitted to be carried over year to year without approval of the Township Administrator.

8. **Bereavement Leave.** Flaherty shall be entitled to bereavement leave and family and medical leave as provided for in the Employee Manual.

9. **Health Insurance Benefits.** Flaherty will be enrolled in the township health benefit program. Shall she at any time opt-out of full health insurance benefits, prescription insurance, and any other similar benefits in the same manner as provided to all other non-uniformed managerial employees for \$3,700 per year, (currently), or the compensation rate set by the township committee in each calendar year, said opt-out to be paid each November.

a. The Township will provide medical insurance coverage, including pharmaceutical coverage, basic dental, and a vision ride to full-time employees and eligible dependents in accordance with the following premium cost sharing provisions paid for by the employee, according to percentages as noted in Schedule B, of the AFSCME local 3574 contract. The employee share of premiums, set forth above, shall be reimbursed to the Township by way of payroll deduction.

b. The prescription drug co-payment schedule shall be: \$10 for generic prescriptions; \$20 for non-generic prescriptions.

c. The medical insurance co-payment schedule shall be \$10 for each office visit. Other co-payments shall be as provided for in the plan document.

d. The Township reserves the right to change any insurance plans or carriers or to self-insure so long as in the aggregate substantially similar benefits are provided.

e. All permanent employees must average thirty (30) hours per week in each calendar quarter to be entitled to health benefits and health benefits become effective on the first of the month after ninety (90) days from the employee's start date (except for recalled union employees in which case they become effective thirty (30) days after start).

f. Vision and dental co-payment schedule shall be provided in the respective plan documents.

10. **Cellular Phone.** The Township, in its discretion, may assign a cellular telephone to Flaherty. If it does, then said telephone primarily shall be used for Township related business; however, incidental personal calls may be made so that employee does not have to carry two cell phones. Employee will be permitted to utilize the phone assigned to the Township Administrator while out on Township related business.

11. **Transition upon Resignation or Retirement.** The Township and Flaherty desire and agree to effect an orderly transition upon Flaherty's resignation or retirement. Flaherty shall give notice of her resignation or retirement at least ninety (90) days before her resignation or retirement.

12. **Removal; Termination.** The Township of Franklin reserves the right that, employees may be terminated without prior notice or disciplinary action. Management's recommendation to terminate employment must be approved by the Administrator, who shall make the final determination in consultation with the Township of Franklin Committee. The Administrator may consult with the Township of Franklin's Solicitor and/or Director of the Department of Law in termination cases. Final determination of termination of an employee will be provided in writing.

a. Performance and Conduct Issues Not Subject to Progressive Discipline Behavior that is illegal is not subject to progressive discipline, and such behavior may be reported to local law enforcement authorities. Typically, the Administration should suspend the employee immediately (with or without pay) and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken. Employment with Township of Franklin may be terminated at any time with or without cause or reason by the employee or Township of Franklin

13. **No Assignment.** The Agreement is personal to Flaherty and, as a result, Flaherty hereby acknowledges and agrees that the Agreement is not assignable.

14. **Severability.** If any provision of the Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of the Agreement, nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

15. **Governing Law.** The Agreement shall be governed, construed and interpreted by, through, and under the laws of the State of New Jersey, and all actions, suits and litigation arising under the terms of the Agreement shall be litigated in the Superior Court of New Jersey, Gloucester County.

16. **Entire Agreement.** The Agreement contains the entire understanding between the parties and such understanding may not be modified or terminated except in writing and signed by all parties to the Agreement.

17. **Notice.** Any notice required or permitted under the Agreement or under State law shall be deemed sufficiently given or served if sent by United States Certified Mail, Return Receipt Requested. The Township and Flaherty may change the address required for service of any notice by providing the other party to the Agreement with a new address for sending and receiving of required notices under the Agreement. Any notices to the Township or Flaherty shall be mailed to the following addresses:

The Township

Township Clerk
Township of Franklin
1571 Delsea Drive
Franklinville, NJ 08322

Flaherty:

Rosemary Flaherty
148 Stagecoach Road
Sicklerville, NJ 08081

17. **Miscellaneous.**

a. The Agreement shall be binding upon and shall ensure to the benefit of the Parties hereto and all those who succeed to their rights and responsibilities, including their respective successors in interest.

Flaherty

b. The headings contained in the Agreement are for reference purposes only and shall not affect the meaning of interpretation of the Agreement and shall not be deemed to explain, modify, amplify or otherwise alter the substance of the Agreement.

c. The Township and Flaherty each acknowledge that they have had adequate opportunity to review the contents of the Agreement with legal counsel and have executed the Agreement with full and complete understanding of its terms.

d. The Agreement is deemed to have been jointly prepared by the Parties hereto, and any uncertainty or ambiguity existing herein, if any, shall not be interpreted against any Party, but shall be interpreted according to the application of the rules of interpretation for arm's-length agreements.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

TOWNSHIP OF FRANKLIN

ATTEST:

by: _____

ATTEST:

Witness

Rosemary Flaherty