

TOWNSHIP MUNICIPAL COURT ADMINISTRATOR EMPLOYMENT AGREEMENT

The Employment Agreement (“Agreement”) is updated on the 22nd day of July 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 Tracey Bleda (“Bleda”), having a mailing address of 1526 Forest Grove Road Vineland, NJ 08360.

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

WITNESSETH

WHEREAS, N.J.S.A. 40:69A-29 provides, in part, that each municipality governed by an optional form of government shall, subject to the provisions of Title 40 Sections 69A-1 et seq. or other general laws, have full power to organize and regulate its internal affairs, and to establish, alter, and abolish offices, positions, and employments and to define the functions, powers, and duties thereof and fix their terms, tenure, and compensation; and

WHEREAS, N.J.S.A. 40:69A-30 further provides, in part, that the Legislature intends to confer the greatest power of local self-government consistent with the Constitution of this State and any such specifically enumerated municipal powers shall be construed as in addition and supplementary to the powers conferred in general terms by N.J.S.A.40:69A-1 et seq. All grants of municipal power to municipalities governed by an optional plan under the optional form of municipal government whether in the form of specific enumeration or general terms, shall be liberally construed, as required by the Constitution of this State, in favor of the municipality; and

WHEREAS, New Jersey Law requires that, effective May 25, 2011, Municipal Court Administrators must be certified in accordance with the New Jersey Rules of Court and the requirements of the New Jersey Supreme Court as a condition of appointment to the position except under certain limited and extenuating circumstances and for a finite and specified duration (N.J.S.A. 2B:12-11(d) (e)); and

WHEREAS, the Franklin Township Township Code, Section 86-3B has established the position of Municipal Court Administrator

WHEREAS, it is the policy of the Township to require that whenever a state certification is required for a particular position, whether Department or Division Head or other position, that the deputy or assistant department or division head, if there should be one, must also be certified at the time of appointment, or if certification is not required for initial appointment, then such individual must become certified within such time as fixed and determined by State Law or Township Ordinance. This certification requirement applies even if State Law does not require a certification for any individual below that of Department or Division Head.

WHEREAS, the aforesaid policy requiring certification for Assistant or Deputy Department or Division Heads is enacted pursuant to the authority conferred on the municipal government pursuant to N.J.S.A. 40:69A-29 and 40:69A-30 and for the purpose of insuring that

the Township has available a trained, certified, and competent individual in the deputy or assistant position so that the deputy is fully able to act in the event of the absence of the certified department or division head due to sickness, disability, or other reason, in order that all functions of municipal government will proceed without impairment;

WHEREAS, by Resolution R-104-16 adopted May 10, 2016, the Franklin Township Committee confirmed the Mayor's appointment of Tracey Bleda, as Municipal Court Administrator. Also by Resolution R-112-16 adopted May 24, 2016 the Franklin Township Committee confirmed the Mayor's and authorized the making and execution of the employment Agreement.

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 Municipal Court Administrator; Powers & Duties.**

a. **Employment of Township Municipal Court Administrator.** Franklin hereby agrees to employ Bleda, and Bleda 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 appointed Municipal Court Judge, Solicitor, Administrator, Mayor and Township Committee shall, from time-to-time, assign, subject to the Agreement.

b. **Powers & Duties.** Bleda, subject to the direction of Franklin Township appointed Municipal Court Judge; Solicitor; Administrator; Mayor and Township Committee shall perform the duties of her Township appointment, as they are set forth in the Code of the Township of Franklin. Bleda 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, Bleda 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 Bleda 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"). Bleda's annual gross salary shall be \$64,980.24 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. 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 on any day will need approval of the Township Administrator.

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

a. **Disability:** Currently the Employer is contributing to the New Jersey State Disability Fund on behalf of Employee. The Employer will continue to contribute to the New Jersey State Disability Fund on behalf of the Employee.

4. **Use of Motor Vehicles.** The Township may provide Bleda 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 Bleda 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 Bleda 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.

5. **Paid Vacation Leave.** The Employee shall be entitled to vacation days, as designated in the Franklin Township employee handbook. The employee will be permitted to carry over two (2) weeks (10 days) worth of vacation to the next calendar year. The Employee is also permitted to sell back up to ten (10) vacation days per year. Any vacation time accrued in excess of the current years’ worth will be paid only upon retirement as defined by PERS.

6. **Paid Sick Leave.** The Employee shall be entitled to twelve (12) paid sick days per year. Any earned sick leave not utilized in a calendar year shall accumulate to the Employee’s credit from year to year to be used if and when needed for such purpose. The Employee shall not be reimbursed for earned unused sick leave at the time of resignation or termination of her employment. However, an employee who retires from her employment in accordance with the provisions of the then applicable pension program will be entitled to payment for accumulated unused sick time on the following basis:

a) Maximum compensation amount of sick days permitted to be paid is \$15,000.00

b) Each sick day will be calculated at 50% of the employees’ then rate of pay.

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

8. **Personal Days.** The Employee shall be entitled to four (4) Personal Days per year. Any Personal Days that are not used for the current year will be added to the Employees vacation balance.

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

10. **Health Insurance Benefits.** Bleda 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.

11. **Cellular Phone.** The Township, in its discretion, may assign a cellular telephone to Bleda. 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.

12. **Professional Development:** The Township agrees to budget a minimum of \$600.00 annually for the Employee's professional development, seminars, conferences, courses, etc. and travel expenses (in accordance with the Township's Travel Policy) associated with such attendance. If the Employee desires to attend such a seminar and/or conference she must submit

a request in writing to the Township Administrator and such a request will be subject to the approval of the Township Administrator. The Township also agrees to appropriate funds for professional dues and subscription (s) for the Employee to participate in national, regional, state and/or local organization (s) necessary and desirable for her continued professional growth, all of which shall be in furtherance of her duties as Municipal Court Administrator and the interests of the Township and its citizens. The amount appropriated shall be within the discretion of the Township. No such dues and/or subscription fees shall be paid unless the Employee submits a request in writing to the Township Administrator and the Township Administrator approves the request.

13. **Transition upon Resignation or Retirement.** The Township and Bleda desire and agree to effect an orderly transition upon Bleda's resignation or retirement. Bleda shall give notice of her resignation or retirement at least thirty (30) days before her resignation or retirement. This time can be lengthened or shortened if both parties are in written agreement of time change.

14. **Removal; Termination. 2A:8-13.3 Tenure for full-time administrator of municipal court.** Any person holding office, position or employment as full-time administrator of a municipal court who has held such office, position or employment continuously for five years or more and who has become certified during that period shall hold and continue to hold said office, position or employment during good behavior and shall not be removed therefrom for political or other reasons except for good cause, upon written charges and after a public, fair and impartial hearing.

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.

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

16. **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.

17. **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.

Bleda

18. **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.

19. **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 Bleda 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 Bleda shall be mailed to the following addresses:

The Township:

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

Bleda:

Tracey Bleda
1526 Forest Grove Road
Vineland, NJ 08360

20. **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.

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 Bleda 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.

ATTEST:

Township Clerk

TOWNSHIP OF FRANKLIN

by: _____
Mayor

ATTEST:

Bleda

Township Administrator

Tracey Bleda