

## EMPLOYMENT AGREEMENT

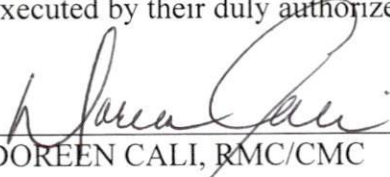
This Agreement is made as of this 15<sup>th</sup> day of JANUARY 2009 by and between the Borough of Roselle Park, a Municipal Corporation of the State of New Jersey, with offices located at Borough Hall, 110 East Westfield Avenue, Roselle Park, New Jersey 07204-2083 ("Borough") and Doreen Cali, who resides at 90 Highland Avenue, Leonardo, New Jersey 07737 ("Employee").

- 1. Re-Appointment.** Pursuant to *N.J.S.A.* 40A:9-133, the Borough is required to appoint a Municipal Clerk for a three (3) year term. By resolution dated February 2, 2006, the Borough appointed Employee to the position of Municipal Clerk, effective February 14, 2006. By resolution dated JANUARY 15, 2009 the Borough hereby reappoints employee to the position of Municipal Clerk effective February 14, 2009. Pursuant to *N.J.S.A.* 40A:9-133.1 and *N.J.S.A.* 40A:9-134, upon reappointment, Employee will be a tenured employee whose employment can only be terminated for just cause after a fair and impartial hearing. The Borough and Employee wish to enter into this Agreement to clarify the terms and conditions of Employee's employment with the Borough.
- 2. Statutory and Ordinance Controlling Provisions.** The statutory and Borough Ordinance provisions controlling the position of Municipal Clerk are set forth in *N.J.S.A.* 40A:9-133 to 40A:9-134.1 and in Sections 43-8 through 43-10 of the Revised General Ordinances of the Borough of Roselle Park. The Municipal Clerk shall report directly to the Mayor and Council.
- 3. Duties and Responsibilities.** Employee's duties and responsibilities as Municipal Clerk are set forth in *N.J.S.A.* 40A:9-133 and in Section 43-8 of the Revised General Ordinances of the Borough of Roselle Park. Employee will also be responsible for all duties of the Assessment Search Officer and Public Agency Compliance Officer.
- 4. Salary.** Employee shall receive the annual salary set pursuant to Borough Ordinance and consistent with *N.J.S.A.* 40A:9-165. In no event should any annual salary increase be less than that provided for in the clerical worker's collective bargaining agreement. Employee shall be paid time and one-half for hours worked during elections.
- 5. Insurance/Pension.** The Borough shall provide health insurance, hospitalization, dental, prescription and life insurance coverage consistent with all other management/non-union employees hired after January 1, 1999 and commencing consistent with the terms of said coverage. Employee will be responsible for contributing ten percent (10%) toward the cost of health insurance coverage. Employee will have pension coverage under the New Jersey Public Employee Retirement System ("PERS").

6. **Benefits.** Employee shall receive twenty five (25) days per year vacation time. She will also receive holidays, personal time and sick leave equal to the most generous holidays, personal time, and sick leave provided in the clerical worker's collective bargaining agreement. Employee may receive additional benefits deemed appropriate for someone at her level, with her years of experience, and her proven dedication to the Borough.
7. **Accumulated Sick Time.** The Employee shall be entitled to sell her accumulated sick leave at the rate of one (1) day for every three (3) accumulated sick days up to a maximum of two hundred (200) accumulated days.
8. **Retirement.** Upon employee attaining fifteen (15) years of service with the Borough and having reached the age of sixty five (65), she will be entitled to receive Borough paid for major medical insurance and prescription program insurance, unless she is receiving similar benefits from another employer, a former employer or another source on a non-contribution basis
9. **Conferences/Seminars.** Employee will be allowed to attend professional meetings, conferences and seminars related to the responsibilities of Municipal Clerk, such as those given by the New Jersey Municipal Clerk's Association, International Institute of Municipal Clerks, League of Municipalities and the Division of Local Government.
10. **Reimbursement of Expenses.** The Borough will reimburse Employee for the out-of-pocket costs and expenses for attending conferences or seminars, as provided hereinabove, that are incurred to maintain all necessary Registered and Certified Municipal Clerk certificates.
11. **Residency.** Residency within the Borough of Roselle Park will not be required.
12. **Confidential Information.** Confidential Information is technical or business information of the Borough discovered, invented, authored or acquired by the Employee during the Employee's employment with the Borough and not generally known to the public. Employee recognizes and acknowledges that Confidential Information, which Employee will become knowledgeable of as an employee of the Borough are valuable, special and unique aspects of the Borough. Accordingly, during Employee's employment and for an unlimited period following the termination of her employment with the Borough, whether termination is voluntary or involuntary, and regardless of the reason, Employee shall not, without the express written consent of the Borough, directly or indirectly, by Employee or through any other person, firm, partnership, corporation, entity or enterprise disclose or use in any manner, or allow to be disclosed or used in any manner the Borough's Confidential Information.

13. **Borough Property.** All originals and photocopies or any other form of reports, memoranda, manuals, agreements, books, computer records and printouts, customer lists, sales records, and any other material and/or equipment furnished to and/or maintained by Employee in connection with her employment with the Borough shall remain the property of the Borough and shall be returned to the Borough: (1) upon demand or (2) immediately upon termination of employment.
14. **Modification.** This Agreement may not be altered, modified, changed or discharged except in writing signed by both parties. Waiver by either party hereto of any breach or default by the other party of any term or provision of this Agreement shall not operate as a waiver of any other breach or default.
15. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of New Jersey applicable to agreements made to be performed therein. The courts of the State of New Jersey, Union County, shall have exclusive jurisdiction.
16. **Survival of Obligations.** The obligations in this Agreement shall continue after termination of the Employee's employment, regardless of the reason for termination.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their duly authorized officials.

  
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DOREEN CALI, RMC/CMC

  
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JOSEPH DeIORIO, MAYOR

Dated: 1/15/09