

AGREEMENT

between the

TOWNSHIP OF WEST ORANGE

and

CHIEF FINANCIAL OFFICER JOHN O. GROSS

JANUARY 1, 2021 through DECEMBER 31, 2024

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RECITALS

This AGREEMENT made as of the ___th day of _____, 2022, between the TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the “TOWNSHIP,” and John O. Gross, hereinafter referred to as the “EMPLOYEE.”

WHEREAS, John O. Gross has been appointed Chief Financial Officer since November 1, 2011;

WHEREAS, the Township and the Employee wish to continue this relationship for the foreseeable future upon terms deemed acceptable to both parties;

WHEREAS, the parties further seek to memorialize the terms of this employment relationship in writing; and

NOW THEREFORE, the parties agree as follows:

ARTICLE I – EMPLOYMENT

The Township agrees to employ John O. Gross as Chief Financial Officer of the Township during good behavior and in accordance with the New Jersey Civil Service laws in Title 11A of the New Jersey Statutes Annotated and Title 4A of the New Jersey Administrative Code, as well as any other applicable federal, state, or local law, subject to the terms and conditions of employment set forth in this agreement.

ARTICLE II – MANAGEMENT RIGHTS

The Employee recognizes that there are certain functions, responsibilities, and management rights exclusively reserved to the Township. All rights, power, and authority possessed by the Township prior to the signing of this Agreement are retained exclusively by the Township subject only to such limitations as are specifically provided in this Agreement

ARTICLE III – RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges and benefits which the Employee has heretofore enjoyed and is presently enjoying, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

ARTICLE IV – WORK WEEK

The Employee's position is a salaried position compensated pursuant to Article VI of this Agreement and is exempt from overtime.

This shall mean that the Employee shall dedicate himself to performing his duties without respect to a specific minimum or maximum number of hours worked per day each week.

However, the Employee shall work on average a minimum of forty (40) hours per week. Time requirements for optimal job performance vary based on specific assignments, seasonal demands, and other factors. All parties endorse a policy of flexibility which allows the Employee to adjust normal working hours as conditions require to include all hours which enable the Employee to complete routine duties and to perform special duties as assigned, attend meetings as assigned, to work hours as required in order to complete critical work tasks, or to handle emergency conditions as they arise.

ARTICLE V – COMPENSATION

The Employee shall be entitled to compensation as set forth in the Term Sheet annexed hereto as **Attachment A**.

ARTICLE VI – HEALTH BENEFITS

The Employee shall be entitled to health benefits as set forth in the Term Sheet annexed hereto as **Attachment A**.

ARTICLE VII – MISCELLANEOUS

Any rights set forth in the Term Sheet annexed hereto as **Attachment A** and not specifically referenced in this Agreement are hereby incorporated by reference as if set forth herein.

ARTICLE VIII – RETIREMENT

The Employee shall retain all pension rights under New Jersey law and ordinances of the Township of West Orange.

ARTICLE IX – DURATION OF AGREEMENT

This Agreement shall become effective on January 1, 2022 and shall terminate on December 31, 2024. All provisions contained herein shall be retroactive to the effective date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures as of this ___th day of _____, 2022.

ATTEST:

THE TOWNSHIP OF WEST ORANGE, a
Municipal Corporation in the County of Essex,
State of New Jersey

ROBERT D. PARISI, MAYOR

ATTEST:

John O. Gross, Chief Financial Officer

Attachment A

CHIEF FINANCIAL OFFICER
TERM SHEET FOR EMPLOYMENT CONTRACT

TERM

The term of this agreement shall be from January 1, 2022 through December 31, 2024.

RETENTION OF BENEFITS

Except as otherwise provided herein, all rights, privileges, economic and non-economic benefits including but not limited to the provision of Health Benefits, Prescription Plan, Dental Insurance, Paid Time Off (PTO), PERS Pension and Accumulated Sick Time Payout at retirement which the **Chief Financial Officer** has heretofore enjoyed and is presently enjoying or shall enjoy as a tenured statutory employee, shall be maintained and continued by the Township during the term of this Agreement at not less than the highest standards in effect at the commencement of these negotiations resulting in this Agreement.

The provisions of all municipal ordinances and resolutions, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in said Agreement as if set forth herein at length.

MONETARY COMPENSATION

- a. Pensionable Base Salary for the **Chief Financial Officer** shall be \$265,412. In addition, the Pensionable Base Salary for the Chief Financial Officer shall subject to adjustment through the Term of this agreement so that the Pensionable Base Salary shall be 1% higher than the second highest pensionable base salary for any employee of the Township.
- b. The Township will fund a Pensionable deferred compensation salary bi-weekly contribution to a 457-Deferred Compensation account designated by the **Chief Financial Officer** in an amount equal to the IRS Maximum Special 457(b) Catch Up Deferral, not exceeding an amount equal to two times the IRS Maximum Elective Deferral for the life of this contract.

NON-MONETARY BENEFITS

Non-Monetary Benefits for the **Chief Financial Officer** shall be adjusted to include Vacation, Sick Time and Personal Day accruals equal to the max accrual awarded to any other employee.

RETIREMENT HEALTH BENEFITS

Upon retirement with 25 or more years of creditable PERS pension service, the **Chief Financial Officer** shall be provided with full health and prescription benefits at no premium cost to him or his spouse & eligible dependents from the date of his retirement until his death or until his current or future spouse's death, whichever occurs last.

Additionally, the Township will reimburse the **Chief Financial Officer** any Medicare premiums for Medicare Part A, Part B or Part D, including any Income Related Monthly Adjustment Amount (IRMAA) assessment made by the Social Security Administration or its successor.

These benefits shall remain equal to or better than the benefits received by the **Chief Financial Officer** and his family as of the last date of service to the Township. When **Chief Financial Officer** qualifies for Medicare, benefits will become secondary to Medicare while his Spouse and dependents will continue to receive full coverage until children reach the age of 26.

When his spouse or disabled children become eligible for Medicare, they will become secondary to Medicare. Child Dependents who are disabled before aging out will retain coverages until the death of the **Chief Financial Officer** and his Guardian spouse, whichever occurs last.

OTHER CONSIDERATIONS

All future rights privileges, economic and non-economic benefits bestowed upon any other Township non-uniformed employee will automatically be made available to the **Chief Financial Officer** without further negotiations for the life of this contract once approved by the Mayor.