

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("AGREEMENT") is made and entered into as of December 1, 2010, between the **UNION COUNTY IMPROVEMENT AUTHORITY**, a public body politic and corporate, established pursuant to N.J.S.A. 40:37A-44 et seq., as amended, with its principal office at 10 Cherry Street, Elizabeth, New Jersey 07207 ("EMPLOYER" or "AUTHORITY") and **CHARLOTTE DEFILIPPO** domiciled at 65 King Street, Hillside, New Jersey 07205 ("EMPLOYEE").

**WHEREAS**, EMPLOYEE has held the position of Executive Director since November 29, 2000; and

**WHEREAS**, the Authority continues to require the services of an Executive Director by virtue of significant projects and activities which require administrative and managerial direction; and

**WHEREAS**, the Authority has determined to appoint Charlotte DeFilippo as the Executive Director for a term of five (5) years, effective December 1, 2010.

**IT IS THEREFORE AGREED** that in return for the mutual promises given and received herein, that the EMPLOYER hereby agrees to employ the EMPLOYEE as its Executive Director and the EMPLOYEE hereby accepts employment on the terms and conditions hereinafter set forth:

1. Duties - The EMPLOYEE shall serve as the EMPLOYER'S Executive Director and shall devote the full time and skill reasonably necessary to perform the duties of that position as hereinafter defined. Nothing contained herein shall be construed to prohibit outside activities by the

EMPLOYEE, whether for profit, recreation, public service, or of a religious or charitable nature, which do not unreasonably conflict with or interfere with the duties hereunder.

The duties and responsibilities of the EMPLOYEE in her capacity as Executive Director shall include the duties and responsibilities as set forth herein:

The Executive Director of the AUTHORITY is the chief operating officer of the agency. The Executive Director is a leader and manager who guides the day-to-day operations, budget, and services of the AUTHORITY.

Reporting to the Commissioners, the Executive Director directs planning, finance and administration, personnel management, inter-agency collaboration, and relationships and communications with other municipalities and local, state, and Federal governments. The Executive Director is responsible for employee evaluations, procurement and other functions and services.

The Executive Director is involved directly with agency governance. The Executive Director attends all meetings of the Authority and is excluded from closed sessions only if there is a majority vote of the Commissioners to exclude the Executive Director for reasons that are stated specifically.

The EMPLOYER shall not materially change the employment duties and responsibilities described above without the written agreement of the EMPLOYEE.

2. Term - The term of this AGREEMENT shall be for a period of five (5) years effective December 1, 2010. On or before the twelve (12) month anniversary date of each year of this AGREEMENT the Authority shall notify the EMPLOYEE in writing with regard to its intent to renew the AGREEMENT for an additional twelve (12) month period. The purpose of this provision is to ensure that the EMPLOYEE will receive notice each year as to the remaining number of years of the term hereof. In the event that the EMPLOYEE is notified on such anniversary date of the AUTHORITY'S intent to extend the term by an additional twelve (12) month period, then, and in that event, the remaining term of this AGREEMENT shall be five (5) years. Nothing herein shall be

construed to prevent the AUTHORITY and the EMPLOYEE from extending the term of this AGREEMENT at any time prior to its expiration.

After the expiration of this AGREEMENT, this AGREEMENT may, by mutual consent of the EMPLOYER and EMPLOYEE continue on a month-to-month basis or upon such other terms and conditions as EMPLOYER and EMPLOYEE may mutually agree. Notwithstanding anything else to the contrary contained herein, the EMPLOYEE may, at her sole option, terminate this AGREEMENT upon reasonable notice to the EMPLOYER, such notice to be not less than forty-five (45) days.

3. Compensation - The EMPLOYER shall pay and the EMPLOYEE shall accept as full consideration for the services to be rendered hereunder compensation consisting of the following:

(A) Upon the commencement of this AGREEMENT, EMPLOYEE shall be compensated at the rate of One Hundred Forty Seven Thousand Seven Hundred Twelve Dollars and Nineteen Cents (\$147,712.19) per annum.

EMPLOYEE's salary shall be paid in twenty-six installments (every two weeks), subject to appropriate deductions for taxes and pension contribution.

(B) Pension - The EMPLOYER shall take any and all actions necessary for EMPLOYEE's enrollment and/or continuance in the New Jersey Public Employees' Retirement System (PERS), including but not limited to making the EMPLOYER's required contributions commensurate with EMPLOYEE's salary and payment of all premiums for life insurance and death benefits in accordance with the program available to members of the PERS. The parties agree that EMPLOYEE shall be entitled to the cumulation of total years within which EMPLOYEE has made contribution to PERS, regardless of employer, as pertains to EMPLOYEE's entitlement to benefits at

