

R2023-116

**RESOLUTION APPOINTING DANIELLE LATTIG, CTC, AS TAX COLLECTOR FOR
THE TOWN OF PHILLIPSBURG**

WHEREAS, the position of Tax Collector will become vacant as of July 1, 2023 due to a retirement; and

WHEREAS, the Mayor and Council have determined that Danielle Lattig is an experienced Tax Collector who holds the required New Jersey state license required pursuant to N.J.S.A. 40A:9-145.2 et seq.; and

WHEREAS, Danielle Lattig is willing to assume the position of Tax Collector for the Town of Phillipsburg subject to the certain terms and conditions of employment set forth in the employment agreement on file in the Town Clerk's office; and

WHEREAS, Mayor Todd M. Tersigni proffered the appointment of Danielle Lattig as Tax Collector to fill the vacancy subject to the advice and consent of the Town Council and subject to the terms and conditions of an employment agreement between Ms. Lattig and the Town of Phillipsburg; and

WHEREAS, the governing body, by Resolution dated June 16TH, 2023, approved the appointment to a four year term pursuant to N.J.S.A. 40A:9-142 to take effect July 1ST, 2023, subject to the terms and conditions set forth herein at an annual salary of **SEVENTY NINE THOUSAND DOLLARS (\$79,000.00) PER ANNUM**; and

WHEREAS, it is further agreed that commencing June 22ND, 2023 Ms. Lattig shall be compensated at an hourly rate of \$38.00 per hour for any and all work performed prior to the commencement of her initial term on July 1ST, 2023;

NOW, THEREFORE, be it agreed between the Mayor and Council of the Town of Phillipsburg (hereinafter referred to as the Town or Employer) and Danielle Lattig. (hereinafter referred to as Tax Collector or Employee) that:

1. Danielle Lattig is hereby appointed as the Tax Collector of the Town effective July 1ST, 2023.
2. Time off benefits.
 - A. In the calendar year 2023 – 9 vacation days, 8 sick days, 2 personal days.
 - B. Commencing 1/1/24- Employee shall receive 17 days vacation and 3 personal days which shall be taken in accordance with the personnel policy of the town
 - C. Commencing 1/1/24 and each year thereafter, the Tax Collector shall be provided 15 sick days.
 - D. Any vacation and sick days not used in one calendar year can be carried over to the following year. Notwithstanding, no more than one year's worth of vacation may be carried over. There is no limit to the number of sick days that

may be carried over. Sick leave payout shall be in accordance with New Jersey laws enacted at the time of the signing of this agreement and in accordance with the town personnel policy.

3. **Schedule.** Tax Collector's regular schedule shall be Monday through Friday, 8:00 to 4:00, with attendance at events outside of normal working hours commensurate with the demands of the Tax and Sewer/Finance Department. As such, the Tax Collector may be required to work outside of regular office hours and/or attend meetings and events on behalf of the Town including regular and special Town Council meetings, community meetings, committee meetings, etc. Additionally, the Tax Collector may be required to respond outside of regular business hours to emergencies, events, and other Town business not typically scheduled. The Tax Collector recognizes that he is not entitled to any overtime/comp time and/or additional compensations for such work. As such, the Employer also recognizes that the Tax Collector, as a professional, will be entitled to reasonable flexibility in the work schedule to accommodate the demands of the job. Likewise, as a professional, the Tax Collector is expected to devote service, on-site presence, and commitment to the Town commensurate with the full-time nature of the job.

4. **Salary.** The Employee shall be paid the following annual salary:

Effective July 1ST, 2023 - \$79,000.00 prorated in accordance with date of hire.

Effective January 1, 2024 and each year thereafter, Employee shall receive an annual salary increase as provided to department heads within the Town government.

5. **Professional Development.** Employee will be permitted a maximum of 7 days (6 nights) annually to attend conferences such as TCTANJ Annual Conference, and the NJ State League of Municipalities (NJSLOM). Registration and lodging for the annual NJSLOM conference shall be reimbursed by the Town in an amount not to exceed \$500 and other reimbursements will be made on a case-by-case basis with the approval of the governing body. Additionally, the Employee may represent the Town and attend relevant one day job-related seminars provided prior notice is given and at the discretion of the governing body and the availability of funds in the annual budget.

Professional development courses may be approved on a case-by-case basis at the discretion of the Mayor and the availability of funds in the annual budget.

6. **Other Benefits.** In addition to the above, the Employee shall be provided all other employee benefits as provided to department heads in the Town government, including paid holidays, pension, health care, health care flexible spending

accounts, life insurance, dental benefits, vision benefits, and as per policies in effect pertaining to said benefits.

7. Danielle Lattig hereby consents to the terms and conditions of employment set forth above. She may terminate her employment with the Town providing at least Thirty (30) calendar days written notice of termination delivered to the Town Clerk. In this case, she shall not be entitled to receive any of the termination pay provided for elsewhere in this agreement, and the available vacation and other leave benefits will be prorated for her final year of employment.
8. It is acknowledged by both parties to this agreement that the job of Tax Collector often requires more than 40 hours of work per week, and requires supervision, emergency response and various meetings at times other than the traditional workday. Therefore, the intent of this section is to allow the Tax Collector the authority to schedule her own time rather than work in regularly scheduled eight-hour blocks of time.
9. The Tax Collector shall be entitled to request the use of various devices such as tablets, mobile phones, laptops, town vehicles in accordance with his duties and it is understood that any and all town property will be returned upon conclusion of employment with the Town of Phillipsburg.

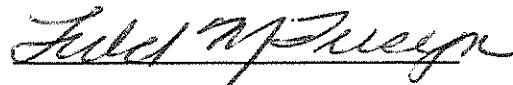
BE IT FURTHER AGREED that the Agreement shall continue in effect after the specified term unless specifically amended by the Town and the Tax Collector.

BE IT FURTHER AGREED that should any portion of the agreement be found invalid by a court of competent jurisdiction, the remaining provision of the agreement shall continue in force and effect

Signed this ____ day of _____, 2023



Danielle Lattig, Tax Collector



Todd M. Tersigni, Mayor



Matthew C. Hall, MPA

Acting Municipal Clerk