

## EMPLOYEE AGREEMENT

Employment Agreement between the Borough of Bradley Beach and Gail O'Reilly, PP.

**WHEREAS**, the Borough of Bradley Beach, in the County of Monmouth, a municipal corporation of the State of New Jersey hereinafter referred to as "Borough" has a need for a Borough Administrator and

**WHEREAS**, Gail O'Reilly, who resides at [HOME ADDRESS REDACTED], NJ 07704 hereinafter referred to as "O'Reilly" has agrees to be employed as Borough Administrator.

**NOW THEREFORE** this Agreement sets forth the sustentative terms and conditions of O'Reilly's employment with the Borough.

**Term:** O'Reilly's term as Administrator for the Borough will commence on October 1, 2008 and is controlled by the provisions of New Jersey Statute 40A:9-138.

**Salary:** O'Reilly's salary for the first year of employment is \$83,000.00.

**Salary Increases:** On the first anniversary date of O'Reilly's employment her base salary shall be increased by up to 4.3%, contingent upon the achievement of defined, documented goals agreed upon with the mayor for the year, documented in a performance review. In addition O'Reilly's annual salary will be increased by \$3,000.00 upon successful completion of 90 hours of accredited Municipal government/management training at the Center for Government Services subject to the courses being approved by the Mayor in advance of O'Reilly taking said course or courses.

**Hours and Compensatory Time:** The Borough Administrator's minimum work schedule is 40 hour per week to take place between the hours of 7 a.m. through 6 p.m. Monday through Friday subject to a lunch period and breaks. The Administrator shall be have the option to take hour for hour compensatory time for attendance at a council meeting. Comp time must be used in the quarter in which it is accumulated, and may not be carried over. Comp time will not be compensated at the end of the term of employment.

**Holidays:** The Borough Administrator shall receive the same holiday schedule as those offered to members of the UFCW.

**Personal Days:** The Borough Administrator shall receive three (3) personal days per year which will not carry over to the next calendar year.

**Sick Days:** The Borough Administrator shall receive up to fourteen (14) days per year paid sick leave. Sick time may also be used for care of immediate family members, defined as parent, spouse, child, stepchild or foster child. Sick time may not be carried to the next calendar year.

**Vacation time:** The Borough Administrator shall receive four (4) weeks annual paid vacation which shall accrue at the rate of one (1) week per quarter. Up to two (2) weeks vacation may be carried over into the following calendar year. The Borough Administrator shall be compensated for any unused vacation time at her then current rate of pay at the time of the end of her employment.

**Pension:** It is the understanding of the parties that the Borough Administrator has been a member of the Public Employee Retirement System within the last two calendar years and therefore is entitled to remain in the system. However it is recognized that said eligibility is controlled by the State of New Jersey including but not limited to the provisions of New Jersey Statute 43:15c-2.

**Medical, Hospitalization, Dental and Prescription Plan:** Borough shall provide health and dental insurance plans for the Borough Administrator identical to other non union administrative employees such as the Borough Clerk and Director of Public Works.

**Miscellaneous Items:** Subject to prior approval by the Mayor, the cost of dues for appropriate professional associations and attendance at professional association seminars and conferences shall be paid for by the Borough including reasonable travel expenses and cost of lodging at site of same events. Said amounts shall not exceed \$3,000 per year.

The Borough Administrator shall receive a cell phone and a laptop computer to be used for Borough business. It is anticipated that an additional \$5,000 shall be expended by the Borough for necessary software and technology upgrades to assist the administrator in the performance of her duties.

**Responsibilities:** O'Reilly acknowledges that the her responsibilities as Borough Administrator shall include but not be limited to the following;

1. Enforce the policies and procedures as set forth in the Borough Code and as additionally directed by the governing body.
2. Supervise all operations of the Borough including Borough, its departments and staff.
3. To help prepare and carry out the budgets of the Borough, including the general fund, sewer utility and beach utility.
4. To participate in negotiations of all contracts of union bargaining units on behalf of the Borough.
5. To seek out and prepare all appropriate grant applications.
6. To assist and coordinate all contracts with professionals and vendors of the Borough.
7. To attend all scheduled council meetings including workshop meetings and special emergency council meetings.
8. To attend all necessary conferences, meetings and workshops as a representative of the Borough with the prior approval of the Mayor.

9. To utilize her best efforts on behalf of the Borough. It is recognized that O'Reilly is a licensed planner. In the event that a need should arise to utilize O'Reilly's expertise in the area of planning on matters beyond the scope of routine matters of Borough administration, it is recognized that an additional salary adjustment would be made in that event subject to the prior approval of the Mayor and Council.

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement as of the date below.

BOROUGH OF BRADLEY BEACH

By: \_\_\_\_\_  
Julie Schreck, Mayor

Sworn to and subscribed before  
me on this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Mary Ann Solinski, RMC, CME  
Municipal Clerk

\_\_\_\_\_  
Gail O'Reilly, PP

Sworn to and subscribed before me  
On this \_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_

## AMENDMENT TO EMPLOYEE AGREEMENT

Effective January 1, 2010, the Employment Agreement between the Borough of Bradley Beach and Gail O'Reilly, PP, originally executed on \_\_\_\_\_, 2008 is amended as follows:

**Salary Increases:** Regardless of performance and merit, the Borough Administrator will receive a 0% salary increase in 2010. Should the Borough grant a salary increase to UFCW Local 152 for all or part of calendar 2010, the Borough Administrator shall receive the equivalent increase, effective October 1, 2010.

**Hours and Compensatory Time:** The phrase "to take place between the hours of 7 a.m. through 6 p.m. Monday through Friday" is eliminated.

**Paid Time Off:** The 3 personal days and 14 sick days provided in the original employment agreement are reclassified as 17 days paid time off. The Borough Administrator may bank up to 14 days of unused paid time off per year to be used in the case of an extended leave for illness, however unused paid time off will not be compensable at the end of the term of employment.

**Medical, Hospitalization, Dental and Prescription Plan:** The Borough Administrator shall pay a share of the cost of her health and dental insurance, on a sliding scale identical to the terms accepted by UFCW Local 152.

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement as of the date below.

BOROUGH OF BRADLEY BEACH

By: \_\_\_\_\_  
Julie Schreck, Mayor

Sworn to and subscribed before  
me on this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mary Ann Solinski, RMC, CME  
Municipal Clerk

\_\_\_\_\_  
Gail O'Reilly, PP

Sworn to and subscribed before  
me on this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mary Ann Solinski, RMC, CME  
Municipal Clerk