

RESOLUTION

BE IT RESOLVED by the Mayor and Council of the Borough of Little Silver that a resolution designating 2013 salaries for employees of the Borough of Little Silver adopted on May 6, 2013 be and is hereby amended as follows:

ADD: (EFFECTIVE July 8, 2013)

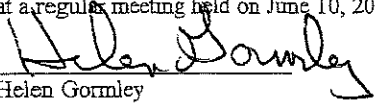
Kimberly Jungfer	Acting Administrator	\$40,000.00
------------------	----------------------	-------------

Kimberly Jungfer	Acting Borough Clerk	\$60,000.00; and
------------------	----------------------	------------------

BE IT FINALLY RESOLVED that a certified copy of this Resolution be transmitted to the Borough Chief Financial Officer to make the necessary payroll adjustments.

resSalaryamend2013Jungfer

I, HELEN GORMLEY, Borough Clerk of the Borough of Little Silver, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Little Silver, County of Monmouth, State of New Jersey, at a regular meeting held on June 10, 2013.


Helen Gormley
Borough Clerk

EMPLOYMENT AGREEMENT BETWEEN THE
BOROUGH OF LITTLE SILVER AND
KIMBERLY JUNGFER TO SERVE AS
ACTING ADMINISTRATOR AND ACTING CLERK
OF THE BOROUGH OF LITTLE SILVER

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I – SEVERABILITY AND SAVINGS CLAUSE.....	2
ARTICLE II – RESPONSIBILITIES OF THE ACTING ADMINISTRATOR AND ACTING CLERK	2
ARTICLE III – SALARY.....	2
ARTICLE IV – LONGEVITY.....	3
ARTICLE V – MANAGEMENT RIGHTS.....	3
ARTICLE VI – HOLIDAYS.....	4
ARTICLE VII – SICK LEAVE.....	4-5
ARTICLE VIII – BEREAVEMENT LEAVE.....	5
ARTICLE IX – INSURANCE.....	5-6
ARTICLE X – VACATION.....	6
ARTICLE XI – HOURS OF WORK	6
ARTICLE XII – PERSONAL DAYS.....	7
ARTICLE XIII – DURATION.....	7

PREAMBLE

THIS AGREEMENT, entered into this 8th day of July, 2013, by and between the Borough of Little Silver, in the County of Monmouth, New Jersey (hereinafter referred to as "Borough"), and Kimberly Jungfer hereby establishes the following terms and conditions of employment for the positions of Acting Administrator and Clerk ("Acting Administrator"). This agreement represents the complete and final understanding on all bargaining issues between the Borough and the Acting Administrator.

ARTICLE I

SEVERABILITY AND SAVINGS CLAUSE

In the event that any provisions of this Agreement between the parties shall be held by operation of law or by a Court or Administrative Agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect.

ARTICLE II

RESPONSIBILITIES OF THE ACTING ADMINISTRATOR AND ACTING CLERK

The Acting Administrator shall conduct all necessary duties of Administrator and Clerk as provided by state law, the Ordinances of the Borough and the regulations and policies established by the Borough.

ARTICLE III

SALARY

Acting Administrator shall receive an annual salary of \$100,000 allocated as follows:

Acting Administrator: \$40,000.00

Acting Clerk: \$60,000.00

ARTICLE IV

LONGEVITY

In addition to the annual salary as set forth in this Agreement, the Acting Administrator shall receive longevity as set forth in the following schedules: (numbers of years refers to the conclusion of continuous service; percentage refers to percentage of annual salary)

10 years	4%
15 years	5%
20 years	6%
25 years	7%

ARTICLE VI

MANAGEMENT RIGHTS

The Borough hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and Constitution of the State of New Jersey and of the United States, except those limited by the specific and express terms of this agreement, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and the laws of New Jersey and of the United States. Except as otherwise provided in this agreement, the Acting Administrator shall be subject to all terms included in the Little Silver Employee Policy Manual.

ARTICLE VII

HOLIDAYS

SECTION 1: The following days shall be considered legal holidays during the term of this Agreement and compensation and time off shall be in accordance with the Borough Policy from year to year:

New Year's Day
Martin Luther King's Birthday (observed)
Lincoln's Birthday
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day (observed)
Veterans Day
Election Day
Thanksgiving
Christmas
½ day before Christmas Day
½ day before New Year's Day

ARTICLE VIII

SICK LEAVE

SECTION 1: Sick leave is defined as any authorized absence from duty with full pay because of illness or accident to an employee or an immediate family member (spouse, child, stepchild or foster child) not arising out of an employee's course of employment.

SECTION 2: The Acting Administrator shall be granted fifteen (15) sick days annually with pay. Sick leave shall accrue for the Acting Administrator at the rate of fifteen (15) working days in every calendar year of employment, and shall accumulate from year to year, to be used as set forth herein.

SECTION 3: Unused sick leave shall be paid to the Acting Administrator in a lump sum immediately following her retirement in those amounts as proscribed by law.

SECTION 4: The Governing Body may require a certification from a licensed physician as proof of illness in any case wherein the time requested exceeds five (5) working days. The Acting Administrator must promptly notify the Deputy Administrator and/or Clerk of his intended absence from work under this section. Notification shall be made before

the Acting Administrator's scheduled starting time, except in such case where, because of the emergent nature of the illness, notification cannot be made as herein set forth.

ARTICLE IX

BEREAVEMENT LEAVE

SECTION 1: Up to three (3) consecutive scheduled working days shall be granted for bereavement leave in case of death in the immediate or extended family of the Acting Administrator. Any reasonable proof required by the Acting Administrator shall be sufficient to grant time off with pay through the day of the funeral and as necessary as approved travel time. Immediate family shall be defined to consist of spouse, child, stepchild or foster child. Extended family shall be defined to consist of mother, father, step-mother, step-father, mother-in-law, father-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law, grandparent and step-grandparent.

ARTICLE XIII

INSURANCE

A. DENTAL

SECTION 1: The Acting Administrator shall be entitled to coverage and benefits as provided to the majority of Borough employees, now or as modified in the future. This Practice shall continue in full force and effect for the duration of this Agreement. The Acting Administrator and all eligible dependents (as defined in the most recent explanation of the Health Benefits Booklet and the provided by the State Health Benefits Commission) of the Acting Administrator shall be covered under the Dental Insurance Program Subject to applicable deductions inherent in the plan.

B. HOSPITAL MEDICAL INSURANCE COVERAGE

SECTION 1: The Acting Administrator shall be entitled to health coverage and benefits as provided to the majority of Borough employees now or as modified in the future. This Practice shall continue in full force and effect for the duration of this Agreement.

C. RETIREMENT BENEFITS

SECTION 1: In recognition of seventeen (17) years of service with the Borough of Oceanport, the Borough of Little Silver shall allow those years to be included in calculating Little Silver retirement benefits. Therefore, after eight (8) years of service to the Borough of Little Silver, Ms. Jungfer shall, upon retirement, be entitled to health benefits, including dental, consistent with Borough ordinance, regulation or policy as it pertains to Borough employees who have worked twenty-five years for the Borough of Little Silver. Health benefits provided pursuant to this section shall be the consistent with those benefits provided to current Borough employees, now or as may be modified in the future.

ARTICLE XVI

VACATION

The Acting Administrator shall receive fifteen (15) vacation days annually with pay.

SECTION 1: Vacation year is defined as that calendar year in which the vacation time is to be taken.

- (a) If an official holiday falls during the Acting Administrator's vacation period, an additional day of vacation will be granted in lieu of the holiday.
- (b) All vacation time must be taken during the current calendar year and may neither be accumulated nor taken consecutively with other vacation time, except by special approval of the Borough Council.

ARTICLE XVII

HOURS OF WORK

The Acting Administrator shall spend sufficient time at her job to insure the smooth and responsible operation of the Borough Administration over which she has supervisory control. The Acting Administrator shall work a minimum of forty (40) hours per week.

ARTICLE XVIII

PERSONAL DAYS

The Acting Administrator shall be entitled to three (3) personal days with pay.

ARTICLE XX

STATE DISABILITY INSURANCE

SECTION 1: The Acting Administrator shall be covered for the State Disability Insurance program in accordance with the terms of the plan.

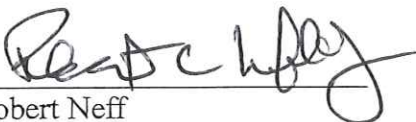
ARTICLE XXV

DURATION

SECTION 1: This Agreement shall be in effect as of July 8, 2013 until time of appointment as Clerk.

SECTION 2: In the event no new agreement is reached prior to the expiration of this Agreement, then this Agreement shall remain in full force and effect until a new Agreement is executed.

BOROUGH OF LITTLE SILVER


Robert Neff
Mayor


Kimberly Jungfer

DATED: 7/11/13

DATED: 7-8-13


Helen Gormley
Administrator/Clerk