

BOROUGH OF AVALON

Department of Administration
Division of Human Resources

Charles E. Schlager, Jr.
Human Resource Officer
humanresources@avalonboro.org

December 15, 2022

HAND DELIVERY

William Tustin
c/o Office of the Construction Official
3100 Dune Drive
Avalon, NJ 08202

RE: Offer of Employment with the Borough of Avalon

Dear Will:

I am pleased to inform you that Mayor Pagliughi has approved your employment and has authorized me to make the following offer of employment:

1. **POSITION:** You are being offered a full-time position in the Bureau of Licenses and Permits in the Division Of Construction Code Enforcement, Department of Administration ("Division"). Your full-time position is currently defined as License and Permit Clerk, You will be expected to work 35 hours per week following the work schedule established by your Division Head and the Business Administrator. Initially, you will be required to work a minimum of 2 days per week in office (14 hours) and the remaining time will be worked remotely (21 hours). You will be required to keep and submit a log detailing work performed out of office. The time for in-office work may be adjusted upward during peak periods or as the volume of work demands.

You have informed your Division Head and the HRO that you are engaged to a fellow Borough employee who works in the same Office or Division. In accordance with the Borough's policy in such matters, the Borough expressly reserves the right, at any time in the Borough's sole discretion, to designate a different work location for your in-office work. Should the Borough not

40 immediately implement such relocation, such action shall not be deemed a
41 waiver of the Borough's right to do so at any future time.

42
43 **2. SALARY AND EFFECTIVE DATE:** If you accept this offer of employment,
44 you will start on January 1, 2023, and your compensation will be FORTY-FIVE
45 THOUSAND DOLLARS PER YEAR. [The salary is allocated between the duties of
46 License Clerk which you have been performing on an interim basis (\$40,000.00
47 annually) and the expanded duties of Permitting (\$5,000.00) for a total aggregate
48 salary of \$45,000.00 per year]

49
50
51 **3. PROBATIONARY APPOINTMENT:** Your initial appointment will include a
52 probationary period of four (4) months (and may be extended to six (6) months)
53 from your initial start date or the date on which you first report. (Borough Code
54 § 5-2.1) The initial probationary period will expire on April 30, 2023, and may be
55 extended for an additional 60 days in the sole discretion of your Department or
56 Division Head.

57
58 **4. DUTIES:** Your duties will involve the receipt and processing of
59 applications for certain licenses and permits and the issuance of same in
60 accordance with the requirements of Borough Ordinances. You will be charged with
61 the issuance of all licenses and permits EXCEPT for those licenses and permits which
62 are required to be issued by other Borough Officials pursuant to Borough
63 Ordinance or State law. Your duties will involve the performance of those duties
64 and responsibilities specifically assigned to you in accordance with the approved
65 job description for the License and Permit Clerk, a copy of which is attached and
66 made part hereof. In addition, you may be assigned additional duties by the Mayor,
67 Business Administrator, of your Division Head. You will also be responsible for any
68 additional duties specified by Borough Council by Ordinance or Resolution.

69
70 In addition to the foregoing, and subject to such terms to be mutually agreed upon
71 by the Chief Financial Officer (CFO), the Business Administrator, and your Division
72 Head and yourself, you may be called upon to assist the CFO in the management
73 and operation of the Borough's information technology system. This will be subject
74 to a separate agreement or by way of an amendment to this Agreement.
75

76 5. **TERM OF OFFICE; REMOVAL:** Following a four-month probationary term
77 as required by Avalon Borough Ordinance (Section 3 above) you will serve as a
78 permanent Borough employee during periods of good behavior and efficiency and
79 shall only be subject to removal "for cause" as defined in the Borough Personnel
80 Manual.

81
82 6. **BENEFITS:** As a full-time employee you will be entitled to be covered
83 under the Borough's Health Benefits Program after 60 days of continuous
84 employment following your initial start date. Please speak with the Human
85 Resource Officer (HRO) to be provided a summary document regarding your health
86 care benefits. You will also receive a card (HRA) for prescription medications and
87 co-pays to physicians and other health care providers. You will also be covered
88 under the Borough's vision plan. (If you have medical benefits from another source
89 (a spouse, for example) and produce proof of coverage which is satisfactory to the
90 Borough, you may be eligible for a monetary payment in lieu of health benefits
91 under certain circumstances. You will need to discuss your particular circumstances
92 with either the Borough CFO or the HRO.

93
94 7. **PRE-EMPLOYMENT SCREENING:** The Borough reserves the right to
95 require a pre-employment medical exam and/or drug test to be conducted by a
96 physician or health care provider and/or certified laboratory prior to your
97 commencement of employment or at any time during the four-month probationary
98 employment. The Borough shall be responsible for the cost of any such
99 examination/test. The Borough further reserves the right to obtain an abstract of
100 your New Jersey Driving Record as a condition of your employment and also
101 periodically during your employment only if part of your job duties will require the
102 use of a Borough owner motor vehicle.

103
104 The Borough will also require a Criminal History Background Check in accordance
105 with Borough Code §5-28.2.

106
107 The pre-employment drug screening and Criminal History Background Check **MUST**
108 be completed prior to your commencing your full-time employment unless
109 otherwise approved by the Division of Human Resources.

110
111 The Borough, through the Human Resource Officer, reserves the right to withdraw
112 this offer of employment, or to terminate your employment, in the exercise of its

sole judgment and discretion, should any of the foregoing screenings result in an unsatisfactory result.

6. REQUIREMENTS FOR EMPLOYMENT: You have been determined to meet or exceed the minimum qualifications for the position of License and Permit Clerk as stated in the approved job description attached.

7. CONSENT: By accepting this offer of employment, you also consent and authorize the Borough to conduct any background screening or investigation which is specifically mentioned in this letter. You further agree to execute such written authorizations for such information at the request of the Borough.

8. ADDITIONAL TRAINING: Borough policy is to encourage all employees to pursue training that will increase your skills and better enable you to perform your duties or to advance. During your employment with the Borough, you may be requested or required to take additional training courses by your Department/Division Head. You may also volunteer to take such course(s) subject to the approval of your Department/Division Head and the Business Administrator. Under either circumstance, the Borough will pay the cost of such training or course of instruction. Successfully passing such courses and receiving additional or advanced certifications will be considered in any future salary increases.

If the Borough approves courses or certifications that are not required but which you wish to take to advance your career, and you leave resign your employment, then you may, under certain circumstances as described below, and unless excused from doing so as stated herein, be responsible to reimburse the Borough for all sums expended for such instruction if you:

- withdraw from the course of instruction prior to its completion without the prior approval of your Department or Division Head;
- resign your position with the Borough either prior to the completion of the course; or resign—from your employment after satisfactorily completing the course or becoming certified in accordance with the following scale:
 - i. within 12 months of completion or certification – 100% reimbursement

- ii. after 12 months of completion or certification but within 24 months-- 50 % reimbursement
- fail to pass any final examination or achieve a certificate of satisfactory completion or certification in a particular position, except as noted below.

The terms of reimbursement shall be decided upon by the Business Administrator in consultation with the Human Resources Officer, Chief Financial Officer, and your Department / Division Head. In addition, for good cause, the Business Administrator, either on his own initiative or on the recommendation of either your Department/Division Head or the Division of Human Resources, may waive any reimbursement requirement or portion thereof.

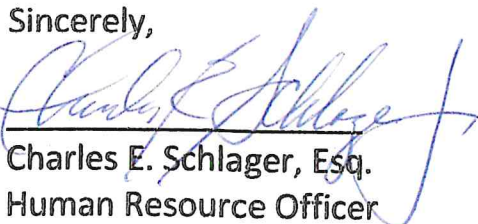
9. (intentionally omitted)

10. ENTIRE AGREEMENT: You acknowledge that the terms of employment outlined herein represent the entire offer of employment by the Borough. There are no other representations or promises of any type or nature, except for those set forth herein. All Borough employees are subject to the provisions of the Avalon Employee Personnel Handbook. All employees are required to read that Handbook and to become familiar with the policies set forth therein.

A second copy of this letter is enclosed, and I ask that you kindly sign and date same acknowledging the accuracy of the items and matters contained herein. Once you have done so, please return a signed copy to the Business Administrator and it will become part of your personnel file. Please retain the second copy for your records.

We welcome you to the Borough and on behalf of the Mayor, Borough Council, and Borough Administration extend our very best wishes for a happy and successful career with the Borough.

Sincerely,



Charles E. Schlager, Esq.
Human Resource Officer

ADDITIONAL REQUIRED SIGNATURES APPEAR BELOW

188 APPROVED:

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191 
192 _____
193 Scott Wahl, Business Administrator

194
195 ACCEPTANCE

196
197 I HAVE READ THE FOREGOING LETTER OFFERING EMPLOYMENT WITH THE
198 BOROUGH OF AVALON AS DETAILED THEREIN. I AGREE TO THOSE TERMS AND
199 CONDITIONS AND I HEREBY ACCEPT SUCH EMPLOYMENT.
200

201
202 DATE: 12/15/ 2022

203 
204 _____
William Tustin, Employee