

**Resolution # 21-023**

2021– MARCH 24, 2021

BE IT RESOLVED that the Mayor and Council of the Borough of Keansburg do authorize the Mayor and the Municipal Clerk to execute the Personnel Contract as presented to Mayor and Council between the Borough of Keansburg and Raymond O'Hare; and

BE IT FURTHER RESOLVED that a certified copy be placed on file with the Finance Department and the Borough Clerk's Office

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Mr. Donaldson		✓	✓			
Mr. Tonne			✓			
Mr. Cocuzza	✓		✓			
Mr. Foley			✓			
Mr. Hoff					✓	

CERTIFICATION

I, Jo-Ann O'Brien, Clerk of the Borough of Keansburg, in the County of Monmouth, New Jersey, do hereby certify that the foregoing is a true copy of a resolution duly adopted by the Borough Council at its regularly scheduled public meeting on March 24, 2021

Jo-Ann O'Brien
Deputy Municipal Clerk

EMPLOYMENT AGREEMENT



RAYMOND B. O'HARE

and

BOROUGH OF KEANSBURG

April 1, 2021 to December 31, 2023

This Agreement is between Raymond B. O'Hare, and the Borough of Keansburg, a Municipal Corporation of the State of New Jersey, with administrative offices located at 29 Church Street, Keansburg, New Jersey, 07734. This agreement is for the purpose of defining the terms and conditions of employment of Raymond B. O'Hare with the Borough of Keansburg.

Raymond B. O'Hare hereby agrees to perform all duties charged to him under State Statute for the position of Borough Manager.

Raymond B. O'Hare reserves the right to supervise and assign appropriate duties to subordinate employees in performing the duties of said position.

This Agreement shall not supersede any rights that the employee may have pursuant to State Statute.

DURATION OF AGREEMENT

The term of this Agreement shall be from April 1, 2021 to December 31, 2023. The duration of this contract notwithstanding,

Raymond B. O'Hare shall hold office as he shall perform the duties of his office to the satisfaction of the municipal council. The Borough Manager shall hold office for an indefinite term and may be removed by a majority vote of the council. Ninety (90) days notice or payment of the salary for the ninety (90) days on a pro-rata basis shall be provided to Raymond B. O'Hare in the event that council votes to remove Raymond B. O'Hare as Borough Manager.

GENERAL TERMS OF AGREEMENT

For purposes of practicality and uniformity, the Borough of Keansburg and Raymond B. O'Hare do hereby agree that the following Articles from the current "Agreement between the Borough and the Communication Workers of America, Local 1032 for the term this contract of April 1, 2021 through December 31, 2023 shall be applicable to the employment of Raymond B. O'Hare:

Article XI: Holidays (Same)

Article XIV: Insurance (Covered by retirement coverage)

Article XVII: Vacation Leave (Same)

Article XVIII: Injury Leave (Same)

Article XLX: Bereavement Leave (Same)

Article XXIV: Personal Days (Same)

Article XXV: Jury Duty (Same)

These Articles shall be attached to this Agreement and shall be made a permanent part of this Agreement. Any omitted agreements, policies or directives promulgated from the Borough of Keansburg that provide compensation or benefits which are not included shall not be construed as forfeiture of any said compensation or benefits by Raymond B. O'Hare

SALARY

Raymond B. O'Hare shall receive an annual salary increase as follows:

4/1/21	zero percent (0%)Increase
1/1/22	zero percent (0%)Increase
1/1/23	zero percent (0%)Increase

LONGEVITY

Raymond B. O'Hare and the Borough of Keansburg agree that Raymond B. O'Hare shall not be entitled to longevity pay.

SICK LEAVE

Raymond B. O'Hare shall be entitled to fifteen (15) days of sick leave with pay each year of service. Sick leave not taken shall accumulate to his credit from year to year, and shall he shall be entitled to such accumulated sick leave with pay if and when needed. There will be no buy back for any unused sick time owed. Upon completion of employment there shall be no payment for any accumulated sick time.

HEALTH BENEFIT

Raymond.B. O'Hare shall utilize his retirement health benefits. He further declines payment for waiver of same.

PENSION

The position held by Raymond B. O'Hare as Borough Manager will be a non-pensionable position and neither the employee nor the Borough shall contribute to the State Retirement Plan.

SEVERABILITY OF AGREEMENT

In the event that any part of this Agreement is found to be illegal by any court of Law or by any Federal or State administrative agency, then it is distinctly understood that the remainder and balance of this Agreement shall remain in full force and effect for the term of the Agreement and that such findings shall not affect the remainder of the Agreement. For this purpose, the provisions of this Agreement severable and the illegality of one shall not make the remainder of this Agreement null and void.

Similarly, a legislative act or governmental regulation or order affecting any particular provision of this Agreement shall supersede only the specific portion of the Agreement affected thereby.

Nothing contained herein shall be construed to deny Raymond B. O'Hare any right under Federal and State employment laws.

Attest: Borough of Keansburg



Thomas P. Cusick, Municipal Clerk



Thomas P. Cusick, Municipal Clerk



Raymond O'Hare



George Hoff, Mayor

March 30, 2021

Date