

**EMPLOYMENT AGREEMENT BETWEEN THE
TOWNSHIP OF HOLMDEL
AND
JOSEPH J. "JAY" DELANEY, JR.
AS
TOWNSHIP ADMINISTRATOR**

Prepared By:
Michael L. Collins, Esq.
King, Moench & Collins LLP

Dated:
January 10, 2023

ARTICLE 1 RECOGNITION

THIS AGREEMENT ("Agreement") entered into this 10 day of January, 2023 by and between the Township of Holmdel, in the County of Monmouth, State of New Jersey ("Township"), and Joseph J. "Jay" Delaney, Jr., individually as Township Administrator ("Administrator"), hereby establishes the following terms and conditions of employment for the position of Township Administrator, subject to the provisions of N.J.S.A. 40A:9-136 et seq. This Agreement represents the complete and final understanding on all bargaining issues between the Township and the Administrator.

ARTICLE 2 MANAGEMENT RIGHTS

The Township 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 Constitutions and Laws 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 Constitutions and the Laws of the State of New Jersey and of the United States.

ARTICLE 3 RESPONSIBILITIES OF THE TOWNSHIP ADMINISTRATOR

Shall be in accordance with the Revised General Ordinances of the Township of Holmdel, as currently set forth at § 2-5 et seq., and as may be amended during the pendency of this Agreement.

The Township and Administrator acknowledge that under the Township Committee form of government, the executive responsibilities rest with the entire Township Committee, and accordingly, the Administrator shall generally report, have duties assigned, and be managed by the governing body acting as a body, and not by any individual member of the same.

ARTICLE 4 WORKWEEK

The Administrator shall spend sufficient time at his job to ensure the smooth and responsible operation of the Township and all of its departments and functions. The Administrator's regular schedule shall generally be thirty-seven and one-half work hours per week, Monday through Friday, as well as attendance at regularly scheduled meetings of the Township Committee. The Administrator recognizes that the position is a 24/7 commitment. As such, the Administrator may be required to work outside of regular office hours and/or attend meetings on behalf of the Township including regular and special Township Committee meetings, community meetings, committee meetings, and the like. Additionally, the Administrator may be required to respond outside of regular business hours to emergencies, events, and other Township business not scheduled during typical business hours.

As such, the Township recognizes that the Administrator, 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 Administrator is expected to devote service, on-site presence, and commitment to the Township commensurate with the full-time nature of the job.

The Administrator recognizes that he is not entitled to any overtime/comp time and/or additional compensation regardless of the number of hours worked.

ARTICLE 5 SALARY

The annual base salary of the Administrator shall be paid in regular periodic payments, and shall be creditable compensation for PERS. The annual salary for the Administrator shall be as follows:

January 26, 2023* – December 31, 2023	\$165,000
January 1, 2024 – December 31, 2024	\$169,950
January 1, 2025 – December 31, 2025	\$175,049
January 1, 2026 – December 31, 2026	\$180,300

The above table incorporates annual increases of three percent (3%) at the end of each calendar year. In the event that the Township Committee generally grants an increase to Department Heads in excess of three (3%), the Administrator's salary shall be adjusted by that percentage, rather than three percent (3%) as provided herein, and any allotted increases thereafter shall be recalculated to account for same.

* This date shall be the exact date in which the Administrator begins his services as Township Administrator. The listed date is an estimation at the time of entry into this Agreement.

ARTICLE 6 SICKNESS AND SICK LEAVE

The Administrator shall be entitled to paid sick leave on a calendar year basis in accordance with the Personnel Manual. The use of sick leave provided in this section, including any potential carryover, shall be governed by the provisions of the Township's Policies and Procedures Manual in force at the time of inquiry (the "Personnel Manual"). Notwithstanding any provision to the contrary, sick leave shall have no monetary value whatsoever as to the Administrator, including if such leave is not used during the allotted time period or upon separation from the Township.

During the first year of this Agreement, the Administrator shall be allotted a pro-rata share of sick days for the portion of the calendar year that remains when he starts in the position.

ARTICLE 7 VACATIONS

The Administrator shall be entitled to a total of twenty (20) paid vacation days per calendar year. The use of vacation leave provided in this section, including any potential carryover, shall be governed by the Personnel Manual. Except as provided by the Personnel Manual, vacation leave shall have no monetary value whatsoever as to the Administrator, including if such leave is not used during the allotted time period or upon separation from the Township.

During the first year of this Agreement, the Administrator shall be allotted a pro-rata share of vacation days for the portion of the calendar year that remains when he starts in the position.

ARTICLE 8 PERSONAL LEAVE

The Administrator shall be entitled to personal leave on a calendar year basis in accordance with the Personnel Manual, except that the Administrator shall not be restricted by any phase-in provisions for newly-hired employees contained in the Personnel Manual. Notwithstanding any provision to the contrary, personal leave shall have no monetary value whatsoever as to the Administrator, including if such leave is not used during the allotted time period or upon separation from the Township.

During the first year of this Agreement, the Administrator shall be allotted a pro-rata share of personal leave days for the portion of the calendar year that remains when he starts in the position.

ARTICLE 8 HOLIDAYS

As reflected in the Personnel Manual.

ARTICLE 9 FUNERAL LEAVE

As reflected in the Personnel Manual.

ARTICLE 10 LEAVES OF ABSENCE

As reflected in the Personnel Manual and in consultation and agreement with the Township Committee.

ARTICLE 11 LONGEVITY

The Administrator shall not be entitled to any longevity pay.

ARTICLE 12 INSURANCE

A. Life insurance

As reflected in the Personnel Manual.

B. Medical Plan

As reflected in the Personnel Manual.

C. Contribution

The Administrator shall be subject to the provisions of P.L. 2011, c. 78 ("Chapter 78") that were in effect prior to the expiration of the law regarding health benefits contributions. Such Chapter 78 contributions shall be deducted equally from each paycheck. The same contribution level shall remain in place unless the rate of contributions required under the Personnel Manual shall change following entry into this Agreement, in which case, the terms set forth under the Personnel Manual shall govern the rate of the Administrator's contribution.

D. Prescription Plan

As reflected in the Personnel Manual.

E. Dental Plan

As reflected in the Personnel Manual.

F. Temporary Disability

As reflected in the Personnel Manual.

G. Change in insurance carrier

The Township reserves the right to change insurance carriers, so long as substantially similar benefits, coverage and administration are provided. The Township shall provide the Administrator with forty-five (45) days' advance notice of any change in insurance carriers and shall provide the Administrator with the Master Plan Documents for both the current health benefit plan(s) and the one or more to be provided under the new insurance carrier.

H. Professional Liability/Indemnification

The Administrator shall be included under applicable professional liability insurance policies provided by the Township and indemnified for actions and/or omissions made in the course of employment pursuant to the terms and conditions of the Revised General Ordinances of the Township of Holmdel governing the indemnification of municipal employees.

ARTICLE 13 PROFESSIONAL EDUCATION AND DEVELOPMENT

The Administrator shall be permitted to attend conferences that are reasonably necessary to maintain professional certifications or accreditations for continued professional development in the field of municipal administration, including but not limited to ICMA, NJMMA, and the New Jersey League of Municipalities, up to a maximum of five (5) days, including up to four (4) nights, annually. The Administrator shall be compensated at his regular salary while attending such programming, and shall be entitled to reimbursement in accordance with Township policy, provided that such costs will not exceed \$4,000 annually without further consent of the Township Committee. Attendance at additional conferences for specific projects facing the Township and one day job-related seminars may be approved provided prior notice is given to the Township Committee.

ARTICLE 14 OUTSIDE EMPLOYMENT AND ACTIVITIES

It is understood that the Administrator may engage from time-to-time in outside professional activities, such as teaching, consulting, or board or charitable service, subject to the approval of the Township Committee, which shall not be unreasonably withheld.

The Administrator's foremost responsibility is always to the Township and no outside involvements shall interfere with the day-to-day management responsibilities of the Township, interfere with the overall performance of duties, or create a condition where a conflict of interest would exist with regard to the Township.

The Administrator is entitled to occasional flexibility in the work schedule which may accommodate said activities; however, any time not spent in Holmdel as a result of same is required to be made up at another time during the same week in which it occurs.

The Administrator will notify the Township Attorney in writing of any and all entities or organizations in which he is involved, annually and at any time any such involvement occurs or arises. No such involvement may create a condition where a conflict of interest would exist with regard to the Township. If one were to even potentially arise, the Administrator must immediately communicate that to the Township Attorney for satisfactory resolution. If resolution cannot be reached, the involvement in question must immediately be terminated.

ARTICLE 15
MAINTENANCE OF STANDARDS

This Agreement is not intended to alter the rights, benefits or obligations of the Administrator pursuant to existing Ordinances of the Township, or the laws and constitution of the State of New Jersey and of the United States, except where provisions of this Agreement shall control. This Agreement will control all negotiable terms and conditions of employment of the Administrator in the Township.

ARTICLE 16
SEPARABILITY AND SAVINGS

If any provision of this Agreement is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 17
DISPOSITION RECOVERY FROM THIRD PARTY

As reflected in the Personnel Manual.

ARTICLE 18
FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were or could have been subject to negotiations. During the term of this Agreement, neither the Township nor the Administrator shall be required to negotiate with respect to any such matter, whether covered by this Agreement or not, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed the Agreement, except as set forth in Article 19.

ARTICLE 19
CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT

All employment conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to either Township Ordinance or the Personnel Manual, or as prescribed by State Law, and any present or past benefits which the Administrator customarily enjoys, but that have not been specifically included in this Agreement, shall be continued.

ARTICLE 20
TERM AND RENEWAL

This Agreement shall be in full force and effect from its date of execution through December 31, 2026, and shall remain in effect until such time as the parties renegotiate it, unless otherwise terminated in accordance with law.

**ARTICLE 21
AUTOMOBILE**

In lieu of being afforded the use of a Township-owned automobile in order to carry out his work obligations, the Administrator shall be afforded an automobile allowance of \$350 per month, which shall be paid quarterly.

**ARTICLE 22
RESIDENCY**

Township and Administrator acknowledge that the Township does not have an ordinance imposing a residency requirement upon the Administrator at the time of entry into this Agreement, and accordingly, no residency requirement is imposed upon the Administrator pursuant to this Agreement. Notwithstanding the foregoing, the Township expects the Administrator to reside in reasonably proximity to Holmdel Township in order to properly carry out his responsibilities under this Agreement, including timely responses to emergencies, as set forth in Article 4.

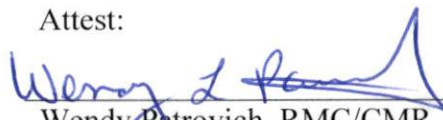
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date specified above:

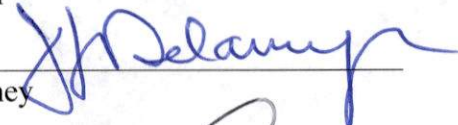
Attest:



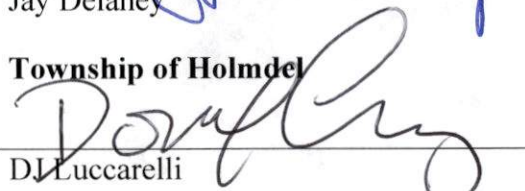
Attest:


Wendy Patrovich, RMC/CMR
Township Clerk

Township Administrator


Jay Delaney

Township of Holmdel


DL Luccarelli
Mayor