

ARTICLE I
RECOGNITION

THE AGREEMENT, entered into as of January 1, 2024, by and between New Milford Borough, in the County of Bergen, New Jersey (hereinafter referred to as the Borough), and Christine Demiris hereinafter referred to as the Borough Administrator, hereby establishes the following terms and conditions of employment for the position of Borough Administrator. The agreement represents the complete and final understanding on all bargaining issues between the Borough and the Borough Administrator.

ARTICLE II
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 the 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 the 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.

ARTICLE III
RESPONSIBILITIES OF THE BOROUGH ADMINISTRATOR

Pursuant to state law, the Ordinances of the Borough and the regulations and policies established by the Borough, the responsibilities of the appointed Borough Administrator shall include the responsibility to:

- a) Supervise, conduct, and manage the day-to-day operations of the Borough.
- b) Contribute to and facilitate the preparation of both the annual operating and capital budgets and oversee spending.
- c) Ensure compliance with all federal, state, and local laws and statutory requirements.

- d) Assist in the negotiation of municipal contracts and collective bargaining agreements.
- e) Manage grants administration, insurance administration, and project coordination.
- f) Establish, develop, and maintain relationships with public, private, and professional entities to implement community-oriented objectives and/or resolve problems.
- g) Delegate such authority as she may deem necessary for the efficient operation of the borough to be exercised under her direction and supervision.
- h) Prescribe the duties and assignments of all subordinates and other personnel.
- i) Make recommendations to the Mayor and Council for the hiring, discipline, promotion, and termination of borough personnel.
- j) Report at the regular Mayor and Council meeting(s), or by any such other forms as the governing body shall require, as to the operation of the borough.

ARTICLE IV

WORK WEEK

1. The Borough Administrator shall spend sufficient time at her job to insure the smooth and responsible operation of the Borough over which she has supervisory control. The Borough Administrator shall work at least thirty-five (35) hours per week. It is understood that there may be times when the Administrator will be required to work more than 35 hours in any given week. The Administrator is not entitled to additional compensation, overtime, or compensatory hours.
2. The Administrator shall have the option to work remotely one day per week, as staffing and circumstances permit, with notice to the Deputy Administrator and the Mayor.
3. The Borough Administrator shall be entitled to utilize personal days as provided in Article X.

ARTICLE V

SICK LEAVE

1. Sick leave is hereby defined to mean an absence from the post of duty by the Borough Administrator, while in good standing, due to illness, accident, injury, disability, exposure to

contagious disease, or the necessity to attend to and care for a seriously ill member of her immediate family as defined in paragraph 5.

2. In the event the Borough Administrator requires leave due to any of the above-stated reasons, not caused by other employment or business ventures, she may request and shall be granted a leave of absence, with full pay, as herein provided.
3. If the Borough Administrator is absent from work on sick leave and is unable to report for duty for three (3) or more consecutive working days, the Borough may require a physician of its choice to provide a medical statement concerning the need for sick leave. In the alternative, the Borough may require the Borough Administrator to submit acceptable medical evidence substantiating the need for sick leave.
4. If the Borough Administrator is absent from work for reasons that entitle her to sick leave, the Borough shall be notified as early as possible. Failure to notify may be cause for denial of the use of sick leave for that absence and could constitute cause for disciplinary action.
5. The term immediate family for the purposes of this Article shall include the following: spouse/significant other, and child.
6. Sick leave shall be afforded to the Borough Administrator as per Borough of New Milford Personnel Policies and procedures Manual.

ARTICLE VI

INJURY LEAVE

1. In the event the Borough Administrator becomes disabled by reason of work-related injury or illness and is unable to perform her duties she will be covered by workman's compensation. Her salary will be paid in full, and she shall surrender and deliver to the Borough any workman's compensation payments she receives.
2. If the Borough Administrator is injured while working, whether slight or severe, the Borough Administrator must make an immediate report, if practicable, prior to the end of the shift. Failure to report any injury may result in the failure of the Borough Administrator to receive compensation under the Article.
3. The Borough Administrator shall be required to present evidence, by way of a certificate or report of a physician designated by the Borough risk manager, that she is unable to work, and the Borough may reasonably require the Borough Administrator to present such a certificate or report from time to time.

4. If the Borough does not accept the certificate or report of the physician designated by the Borough risk manager, the Borough shall have the right, at its own cost, to require the Borough Administrator to obtain a physical examination and certification of fitness by a physician appointed by the Borough.
5. In the event the Borough's physician certifies the Borough Administrator fit to return to active duty, injury leave benefits granted under the Article shall be terminated. However, if the Borough Administrator disputes the determination of the Borough physician, then the Borough and the Borough Administrator shall mutually agree upon a third physician, who shall then examine the Borough Administrator. The cost of the third physician shall be borne equally by the Borough and the Borough Administrator. The determination of the third physician as to the Borough Administrator's fitness to return to active duty shall be final and binding upon the parties. In the event the physician also certifies the Borough Administrator fit to return to active duty, any injury leave benefits granted under the Article shall be terminated.
6. In the event the Borough Administrator is granted any injury leave, the Borough's sole obligation shall be to pay the Borough Administrator the difference between her regular pay and any compensation, disability, or other payments received from other sources.

ARTICLE VII

BEREAVEMENT LEAVE

1. In the event of death in the Borough Administrator's immediate family (herein defined as either a spouse/significant other, sibling, child, grandchild), the Borough Administrator shall be granted time off, without loss of pay, commencing no later than the day of the death, but in no event to exceed five (5) consecutive working days.

ARTICLE VIII

VACATIONS

1. The Borough Administrator shall be entitled to six (6) weeks of vacation time annually with each week consisting of five (5) working days, so long as each such vacation is not more than two (2) consecutive weeks.

2. The Borough Administrator shall be entitled to schedule her vacation time, provided that the Borough Administrator shall not take vacation leave without ensuring for the continued operation of the Borough in her absence. In addition, the Borough Administrator shall not schedule her vacation time during any time period when planned events shall require the presence of the Borough Administrator. The Borough Administrator shall be required to report to the Mayor and Council the dates which the Borough Administrator has selected for her vacation at least two (2) weeks in advance. If the vacation period selected by the Borough Administrator conflicts with an activity that requires the presence of the Borough Administrator, the Mayor shall have the right to require the Borough Administrator to select a different vacation period.
3. Any unused vacation time may be carried over to the following year. Any unused and accrued vacation time, up to a maximum of five weeks, shall be compensated for by the Borough as straight time when the Borough Administrator becomes separated voluntarily or retires from employment with the Borough.

ARTICLE IX

HOLIDAY TIME

1. The Borough Administrator shall be entitled to holidays equal to those provided to borough employees.
2. When any of these holidays shall occur on a Saturday or Sunday, the holiday shall be observed as per Borough policy. On the holidays recognized under the Article of the agreement, the Borough Administrator shall not be expected to report to duty. If the Borough Administrator is required to report to duty on a holiday, the Borough Administrator shall be granted compensation time at the time and one-half rate for such hours as are worked on the holiday.

ARTICLE X

PERSONAL DAYS

1. The Borough Administrator may utilize three (3) days a year for leave for personal, business, household, or family matters. Such days shall be on a "use it or lose it" basis and shall not accrue.

ARTICLE XI

INSURANCE, HEALTH, WELFARE AND EYE EXAMINATIONS

1. The Borough shall maintain medical insurance coverage for the benefit of the Borough Administrator and her family (herein defined as a spouse/partner or dependant) at levels of not less than those enjoyed by other members of the Borough. The Borough shall have the right to change insurance coverage so long as it is substantially similar to, or improved upon, the benefits enjoyed by other full-time Borough employees. At no time shall the Borough Administrator receive less medical insurance coverage than that which is received by any other member of the Borough. The Administrator shall contribute to the cost of healthcare coverage in the same amount as the members of the RWDSU Collective Bargaining Unit as set for in the agreement between the Borough of New Milford and RWDSU, Local 108, AFL-CIO-CLC.
2. If at the time of retirement, or separation from service of the Borough, the Borough Administrator has completed twenty-five years of service she shall be entitled to receive, and pay for in accordance with Chapter 78 or any successor legislation, insurance coverage at levels not less than those enjoyed by other members of the Borough along with prescription, vision, and dental coverage, as though the Borough Administrator were still employed by the Borough, until such time as the Administrator becomes eligible for Medicare at which time the borough shall terminate all health insurance coverage for the Administrator. After retirement and prior to termination of benefits as noted above, the Borough Administrator shall not receive less medical coverage than is received by any other member of the Borough. Upon her death, her living spouse/partner will receive insurance coverage as if the Borough Administrator were still living, so long as they were living together and not separated at the time of the Administrator's death. The continuation of spousal coverage will continue until he turns 65, becomes eligible for Medicare or remarries, whichever comes first.
3. Life Insurance shall be maintained at current levels as provided by PERS during the course of her active employment.

ARTICLE XII

SALARY

1. Commencing on January 1, 2024, the base salary of the Borough Administrator shall be \$90,000.00. Thereafter, the Borough Administrator will receive the same increase afforded the R.W.D.S.U. collective bargaining unit; however the Administrator's employment is not governed by the R.W.D.S.U. agreement.

ARTICLE XIII

LONGEVITY & COLLEGE CREDITS

1. The Borough Administrator shall be paid, in addition to her annual base salary, additional compensation based upon her length of service. Longevity will be based upon the current negotiated collective bargaining agreement between the Borough and the R.W.D.S.U. collective bargaining unit. Longevity pay shall be counted towards the final average salary for pension purposes.
2. The Borough Administrator shall be paid, in addition to her annual base salary, payment for all college credits earned in courses related to or leading to a bachelor's degree. Payment shall be ten dollars (\$10.00) per credit paid annually, which shall be included in the employee's periodic paychecks.

ARTICLE XIV

EDUCATIONAL PROGRAMS/ CONFERENCES

1. The Borough Administrator shall be permitted to paid leave to attend any school, seminar or retraining session conducted or sponsored by the New Jersey Municipal Clerk's Association, the Bergen County Municipal Clerk's Association, the International Municipal Clerk's Association and State of New Jersey League of Municipalities or any other educational program of a management or supervisory nature directly related to her duties to the Borough. All reasonable expenses, such as travel, room, food, tuition, books, or any other charges connected with the educational program shall be reimbursed by the Borough subject to applicable reimbursement policy of the Borough.

2. The Borough agrees to paid leave, including travel time, and pay for all associated and reasonable expenses for the Borough Administrator to attend the annual New Jersey Municipal Clerk's Association Conference; the International Municipal Clerk's Association Conference when held in New Jersey and the State of New Jersey League of Municipalities Conference. If the Borough Administrator attends a conference at the Borough's expense, the Borough Administrator shall provide the Borough with proof of expenses for attending such conference, by way of receipts or vouchers.
3. The Borough also agrees to pay for the Borough Administrator's dues for membership in the Bergen County Municipal Clerks Association, Municipal Clerk's Association of New Jersey, the International Institute of Municipal Clerks, the State League of Municipalities, and the State of New Jersey Notary Public Commission.
4. The Borough agrees to paid leave for the Borough Administrator to attend any meeting of the above-named associations, as long as such meetings are held within the State of New Jersey. Anything out of state must be approved by the Mayor and Council.

ARTICLE XV

MISCELLANEOUS PROVISIONS

1. The Borough shall supply the Borough Administrator with necessary legal advice and counsel in the defense of charges filed against her in the performance of her duties in accordance with the laws of the State of New Jersey and of the United States. The selection of an attorney may be made by the Borough Administrator, subject to the approval of the Borough, and such approval shall not be unreasonably withheld by the Borough. The Borough shall similarly be responsible for indemnification and counsel in connection with all claims, except those claims arising out of intentional acts or omissions, including compensatory and punitive damages, for actions filed subsequent to the expiration of the agreement.
2. Unless specifically set forth in this agreement, the terms and conditions contained in the R.W.D.S.U. collective bargaining agreement are not incorporated into this agreement.
3. Upon retirement or separation from service, the Administrator is only entitled to any benefit negotiated with the Borough, prior to the date of retirement or separation. The Administrator shall not be entitled to any benefit negotiated by any collective bargaining unit subsequent to the date of retirement or separation from service.

4. All unused personal days (as limited by Article X above), and vacation days, prorated to the final day of employment, will be paid to the Borough Administrator upon her voluntary retirement or separation from service to the Borough by April 15 of the next calendar year of her retirement.
5. As per Policies & Procedures dated 8/22/16, employees hired before May 21, 2010, are eligible for a maximum sick bank benefit of \$20,000. Any employee whose sick bank was greater than \$20,000 as of 12/31/15 was grandfathered at that amount as long as they retain the appropriate number of sick days. The Administrator's capped sick bank of \$24,982.00 will be paid to the Borough Administrator upon her voluntary retirement or separation from service to the Borough by April 15 of the next calendar year following her retirement, as long as she retains the appropriate number of sick days.
6. In the event the Borough Administrator predeceases the reconciliation of the above-mentioned days owed to her by the Borough, the owed amount will be paid to her Estate.
7. The Administrator shall provide 30 days' notice of any voluntary separation from the Borough.

ARTICLE XVI

SEPARABILITY AND SAVINGS

If any provision of the agreement, or any application of the agreement, is held to be invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII

FULLY BARGAINED PROVISION

The agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of the agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by the agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the agreement.

ARTICLE XVIII

CONTINUATION OF BENEFITS NOT COVERED BY THER AGREEMENT

All employment conditions not covered by the agreement shall continue to be governed, controlled, and interpreted by reference to either Borough Ordinances or Borough of New Milford Personnel Policies and Procedures Manual and any present or past benefits which the Borough Administrator customarily enjoys, but that have not been specifically included in the agreement, shall be continued.

ARTICLE XIX

TERM AND RENEWAL

THE AGREEMENT shall be in full force and effect as of January 1, 2024, irrespective of the date executed, and shall remain in effect to, and including, December 31, 2027. The contract will automatically renew for an additional one year unless earlier terminated by the Borough for "cause" (as hereafter defined). The Borough will be entitled to terminate her agreement "for cause". "Cause" shall mean: a) dishonesty, fraud or willful misconduct in the performance of duties or breach of duty of loyalty to the Borough; b) continuing failure for reasons other than disability to perform duties and responsibilities in a satisfactory fashion or other breach of her agreement after delivery of written notice of such deficiencies and a reasonable opportunity to correct them; c) indictment for and conviction of, or guilty plea of a plea of no contest to any felony or misdemeanor or offense of moral turpitude; an adjudication of civil liability arising out of the scope of her employment; willful failure to follow the written directives of the Borough or material breach of her agreement.

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

BOROUGH ADMINISTRATOR


CHRISTINE DEMIRIS

**MAYOR ON BEHALF OF THE
BOROUGH OF NEW MILFORD**


MICHAEL PUTRINO

DATED: 11/17/23