

A G R E E M E N T

Between

THE BOROUGH OF BERGENFIELD

And the

BERGENFIELD PUBLIC WORKS SUPERVISORS OF PERSONNEL

Effective July 1, 2001 through June 30, 2005

PREAMBLE

THIS AGREEMENT, effective as of the first day of July, 2001 is made between the BOROUGH OF BERGENFIELD, NEW JERSEY, hereinafter referred to as the "Borough", and the BERGENFIELD PUBLIC WORKS SUPERVISORS OF PERSONNEL, which is limited to the following positions: Supervisor of Parks, Supervisor of Public Works, Supervisor of Recycling Operations, Supervisor of Sewer Operations and Supervisor of Trees, hereinafter referred to as "Supervisors".

Revised 10/4/02 add Supervisor of Sewer Operations
John Pampaloni

Revised 12/31/03 add Supervisor of Trees
Phil Neville

Edward J. Krusler II as per revised
statements 12/31/03

Revised 1/6/04 add
Supervising Mechanic
Edward J. Krusler II
1/6/04

J. H. H. H.
12/31/03

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ARTICLE I

SALARIES

The Borough agrees to compensate the Supervisors in accordance with the following schedule:

<u>07/01/01</u>	<u>07/01/02</u>	<u>07/01/03</u>	<u>07/01/04</u>
70,412	72,700	75,062	77,503

For those employees promoted to Supervisor after 07/01/97, the following schedule only will apply:

Date of Promotion	10% above top non-supervisory rate
1st Anniversary	6% Increase
2nd Anniversary	6% Increase
3rd Anniversary	6% Increase
4th Anniversary	Top Supervisors Rate

ARTICLE II

LONGEVITY

In addition to salaries, wages or other payments hereunder, each supervisory employee shall receive longevity compensation based upon years of service with the Borough as follows:

Six (6) through eight (8) years of service.....	1% of base pay
Nine (9) through eleven (11) years of service.....	2% of base pay
Twelve (12) through fourteen (14) years of service.....	3% of base pay
Fifteen (15) through seventeen (17) years of service.....	4% of base pay
Eighteen (18) through twenty (20) years of service.....	5% of base pay
Twenty-one (21) through twenty-three (23) years of service.....	6% of base pay
Twenty-four (24) and thereafter years of service	8% of base pay

ARTICLE III

HOLIDAYS AND PERSONAL DAYS

Each Supervisor shall enjoy the following thirteen (13) holidays during each year of this Agreement:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Christmas Day	

The Supervisors shall be entitled to three (3) personal leave days annually without loss of pay in addition to any other time off provided for in this Agreement.

ARTICLE IV

VACATIONS

The Supervisor shall be entitled to annual vacation leave depending upon his years of service within the Department as follows:

<u>Years of Service</u>	<u>Amount of Vacation Time</u> <u>in working days</u>
1st year	1 day per month worked
2nd through 5th year	12 days
6th through 10th year	15 days
11th through 15th year	18 days
16th through 20th year	21 days
More than 20 years	25 days

The Supervisors may only accrue and carry over a maximum of ten (10) vacation days from the previous calendar year. Any Supervisor who has accrued more than ten (10) vacation days at the end of the year shall be paid by the Borough for said unused vacation days on or before the 1st day in March in the subsequent year.

ARTICLE V

TERMINAL LEAVE

If the Supervisor shall have served in the Borough for fifteen (15) years or more at retirement, he shall be entitled at retirement to terminal leave with pay in accordance with the following schedule:

15-19 years.....	3 months
20-24 years.....	4 months
25-29 years.....	5 months
30-34 years	6 months
35-39 years.....	7 months
40 years or more.....	8 months

Said terminal leave shall be exclusive of compensation for any vacation time to which the Supervisor may be entitled at retirement.

Any employee entering or succeeding to the classification of Supervisor or Assistant Superintendent after January 1, 1982, shall be limited to six (6) months Terminal Leave at or beyond the completion of 30 years of service.

ARTICLE VI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any Supervisor or group of Supervisors is held 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. The parties shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE VII

INSURANCE AND BENEFITS

A. The Borough will provide and pay for Blue Cross/Blue Shield, HMOs or PPOs and Major Medical Insurance, or equal, for Supervisors covered by this Agreement and their families, of the same type and with the same type and with the same of substantially similar benefits as presently exist. The Employer retains the right to change insurance carriers so long as substantially similar benefits are provided.

B. Existing Blue Cross and Blue Shield, HMOs or PPOs, and Major Medical Benefits shall be continued for all active Supervisors and Supervisors who are retired and their eligible dependents until such time as the Supervisors become eligible for Medicare and Medicaid coverage.

C. Dental Plan. The Borough will continue to provide a dental insurance plan of the same type and in the same amounts as presently exists. The Employer retains the right to change insurance carriers so long as substantially similar benefits are provided.

D. Eyeglass Reimbursement Program. The Borough will reimburse Each Supervisor for the cost of new eyeglasses or contact lenses, providing the Supervisor is required to wear eyeglasses or contact lenses on a full-time basis, had broken a lens during his work

shift while utilizing the prescribed safety strap; had submitted his claim to the Borough along with the bill from the Optician selected by the Borough, and had been included on the list of eligible members furnished by the Association. The Supervisor must submit the eyeglasses to his immediate supervisor or Leadman the same day.

E. The Borough shall maintain the prescription drug program covering each active Supervisor on a full family basis, the copayment shall be \$3 and \$5, as of January 1, 1998.

F. The Borough will provide at least ninety (90) days notice to the Association of any intent to change insurance coverage. The Borough acknowledges its obligation to negotiate concerning insurance coverage upon demand by the Association.

SICK LEAVE AND INJURY

This existing 15 days per year sick leave, with all accumulated sick time, will be paid as salary as Civil Service Rules for serious illness. This would also apply to disability benefits accruing under the Workman's Compensation Act due to injury while at work.

Pension and retirement fund payments by the Borough shall continue to be computed and paid as though Supervisors were receiving full pay.

BENEFITS

Overtime - Overtime shall be paid at the rate of 1.5 times the hourly rate for all work performed during special emergencies. For emergencies after 12 midnight and before 7:00 a.m., overtime shall be paid at double time. Special emergencies shall be as determined by the Superintendent.

Perfect Attendance - If a Supervisor has one year's perfect attendance, he shall receive a bonus of three (3) days pay. This bonus will be paid the first pay period in December of the year in which the employee completes one (1) year perfect attendance.

Any Supervisor who completes a contract year without injury, shall be awarded one (1) additional day off the following year.

ARTICLE VIII

UNIFORM ALLOWANCE

The Borough shall pay to each Supervisor, whose duties require or make desirable the wearing of a uniform the sum of \$750.00 per man per year.

Said uniform shall include all clothing necessary to protect the Supervisor from hazards of this work and the elements as well as steel-tipped work shoes, gloves, raingear, and rubber boots. Said uniform must be blue, clean and in good repair. Failure to be in uniform or to have the included equipment readily available shall be grounds for disciplinary action including suspension without pay. The Borough agrees to permit Supervisors to make a written application to not wear steel-tipped work boots, the granting of which shall not be unreasonably withheld and with a reduction in the annual uniform allowance by \$25.00.

ARTICLE X


MANAGEMENT RIGHTS

- A. The Borough hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested on it prior to the signing of this Agreement by the Laws of the Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of The Borough government and its properties and facilities, and the activities of its Supervisors;
 2. To hire all Supervisors and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment and to promote and transfer Supervisors; and
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. Nothing contained herein shall be construed to deny or restrict the Borough in its exclusive right to administer the Supervisor and control the work of its personnel, nor to deny or restrict the Borough of any of its rights, responsibilities and authority under RS40A or other national or state laws or any county or local laws or ordinances.

TERM OF AGREEMENT

THIS AGREEMENT shall be effective July 1, 2001 and shall remain in full force and effect until June 30, 2005. In the event no new or substitute Agreement is entered into on or before June 30, 2005 the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

ATTEST:



Robert C. Rivas
Mayor

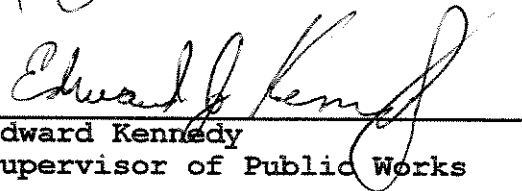


Joseph Hess
Administrator

BOROUGH OF BERGENFIELD



Ralph Belmont
Supervisor of Parks



Edward Kennedy
Supervisor of Public Works



Edward J. Kneisler II
Supervisor of Recycling

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BOROUGH OF BERGENFIELD

Robert C. Rivas
Mayor

Ralph Belmont (*Fred Hoyt*)
Supervisor of Parks

Joseph Hess
Administrator

Edward Kennedy (*Charles Moser*)
Supervisor of Public Works

Revised 10/04/02

Supervisor of Sewer Operations
(*John Pampaloni*)

Revised 12/31/03

Supervisor of Trees
(*Phil Neville*)

Revised 01/06/04

Supervisor of Mechanics
(*Kevin Weimann*)

See preamble for certification of additions.
Names in italics are those presently serving in these titles
either provisionally or by permanent appointment