

3-0237

Contract no. 264

02-62

**EMPLOYMENT AGREEMENT**

**BETWEEN**

**THE BOROUGH OF BERGENFIELD**

**AND**

**BERGENFIELD PUBLIC WORKS SUPERVISORY PERSONNEL**

**1990-1991**

x 1/1/90 - 12/31/91

**COPY**

**OF**

**ORIGINAL**

**PREAMBLE**

This employment agreement, effective as of the first day of January 1990, is made between the Borough of Bergenfield, hereinafter referred to as the "Borough", and the Bergenfield Public Works Supervisory Personnel, including those persons serving as Assistant Superintendent, Sanitation Foreman, Streets & Roads Foreman and Parks & Shade Tree Foreman.

**ARTICLE I**

**Salary**

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

	<u>1/1/90</u>	<u>7/1/90</u>	<u>1/1/91</u>
ASSISTANT SUPERINTENDENT	44,320	46,092	49,319
FOREMEN	42,401	44,097	47,184

When a Foreman serves as Assistant Superintendent for more than four hours, the Foreman shall receive the Assistant Superintendent rate of pay.

**ARTICLE II**

**Longevity**

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

0 through end of 5 years.....	0%
6 through 8 years.....	1%
9 through 11 years.....	2%
12 through 14 years.....	3%
15 through 17 years.....	4%
18 through 20 years.....	5%
21 through 23 years.....	6%
24 years or more.....	8%

**ARTICLE III**

**Holiday & Personal Days**

The employee shall enjoy the following 13 paid holidays:

- |                           |                      |
|---------------------------|----------------------|
| 1. NEW YEAR'S DAY         | 8. LABOR DAY         |
| 2. MARTIN LUTHER KING DAY | 9. COLUMBUS DAY      |
| 3. LINCOLN'S BIRTHDAY     | 10. VETERAN'S DAY    |
| 4. WASHINGTON'S BIRTHDAY  | 11. ELECTION DAY     |
| 5. GOOD FRIDAY            | 12. THANKSGIVING DAY |
| 6. MEMORIAL DAY           | 13. CHRISTMAS DAY    |
| 7. INDEPENDENCE DAY       |                      |

The employees shall be entitled to two (2) personal leave days annually without loss of pay in addition to any other time off provided for in this Agreement.

**ARTICLE IV**

**Vacations**

The employee shall be entitled to annual vacation leave depending upon years of service within the Department:

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
1st year	1 day per month
2nd through 5th year	12 days per year
6th through 10th year	15 days per year
11th through 15th year	18 days per year
16th through 20th year	21 days per year
More than 20 years	25 days per year

At the end of any calendar year covered by this Agreement, any unused vacation time may be carried over and accumulated without limit.

**ARTICLE V**

**Terminal Leave**

If the Employee shall have served in the Borough for Fifteen (15) years or more at retirement, he shall be entitled to Terminal Leave with pay in accord with the following schedule:

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

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

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

**ARTICLE VI**

**Separability & Savings**

If any provision of this Agreement or any application of this Agreement 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 effected thereby and shall continue in full force and effect. The parties shall meet within two weeks of any such finding for the purpose of negotiating changes made necessary by the applicable law.



## ARTICLE VII

### Insurance & Benefits

Existing, or equal, Blue Cross, Blue Shield, Major Medical, Dental Insurance, and Prescription Drug benefits shall be continued during the term of this Agreement.

### Sick Leave & Injury

During the term of this Agreement, and in any period between the expiration of this Agreement and the execution of any new Agreement, if the Borough agrees to provide improved or alternate health insurance benefits (including physician's, hospitalization, and/or major medical coverage) to other employees of the Department of Public Works, the Borough agrees to provide such coverage to the Employees covered by this Agreement.

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 Workmen'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 the Employee were receiving full pay.

## ARTICLE VIII

### Uniform Allowance

The Borough shall pay to each Employee, whose duties require or make desirable the wearing of a uniform, the sum of \$600.00 per man for the year 1990, and \$650.00 per man for 1991.

Said uniform shall include all clothing necessary to protect the Employee 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 Employees 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.

### Benefits

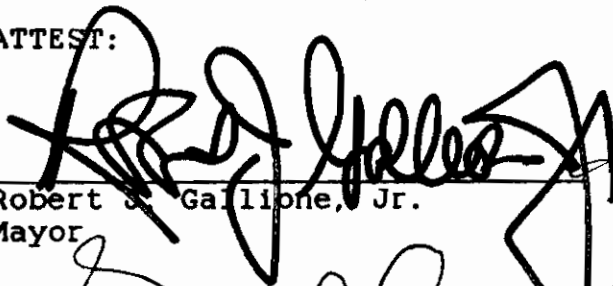
An allowance of \$90.00 shall be given toward repair of eye glasses if damaged or lost on the job, with a maximum of one claim per year.

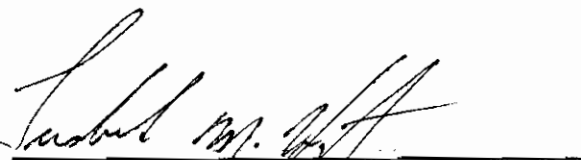
Overtime shall be paid at the rate of 1.5 times the hourly rate for all work performed during special emergencies. Special emergencies shall be as determined by the Superintendent.

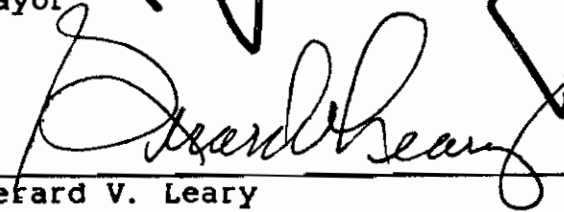
TERMS OF AGREEMENT

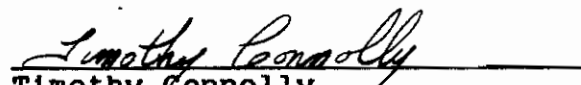
This Agreement shall be effective January 01, 1990 and shall remain in full force and effect until December 31, 1991. In the event no new or substitute Agreement is entered on or before December 31, 1991, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

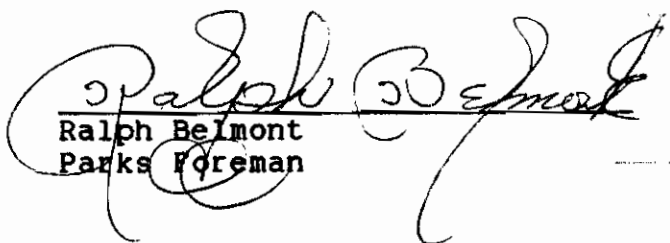
ATTEST:

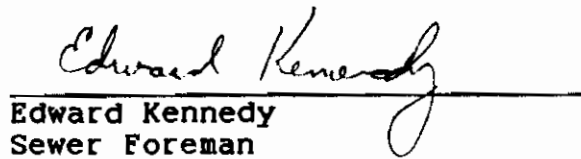
  
Robert S. Gallione, Jr.  
Mayor

  
Frederick Hoyt  
Assistant Superintendent

  
Gerard V. Leary  
Borough Administrator

  
Timothy Connolly  
Sanitation Foreman

  
Ralph Belmont  
Parks Foreman

  
Edward Kennedy  
Sewer Foreman