

EMPLOYMENT AGREEMENT

BETWEEN

Bergenfield, Borough of
THE BOROUGH OF BERGENFIELD

AND

FREDERICK HOYT, ASSISTANT SUPERINTENDENT

PATSY FALCONE AND GEORGE FAIS, FOREMEN

DEPARTMENT OF PUBLIC WORKS

X 1981

(Asst Super. and Foremen)

PREAMBLE

This employment agreement, effective as of the first day of January, 1981, is made between the Borough of Bergenfield, hereinafter referred to as the "Borough", and Frederick Hoyt, Assistant Superintendent, Patsy Falcone and George Fais, Foremen, of the Department of Public Works, hereinafter referred to as the "Employee".

ARTICLE I

Salary

The Borough of Bergenfield agrees to compensate the Employee in accordance with the following schedule:

Assistant Superintendent

Effective as of January 1st, 1981 \$26,092.00

Foreman

Effective as of January 1st, 1981

Foreman - 1st Year \$22,500.00

Foreman - 2nd Year 24,000.00

Foreman - Maximum 25,394.00

When working in a higher classification for more than four hours, and that classification calls for a higher rate of pay, the employee will receive the higher 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:

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) through twenty-six (26) Years of Service	7% of base pay
Commencing at start of twenty-seven (27) Years of Service and thereafter	8% of base pay

ARTICLE III

Holidays and Personal Days

Section 1:

The Employee shall enjoy the following twelve (12) paid holidays during each year of this Agreement:

NEW YEAR'S DAY

INDEPENDENCE DAY

LINCOLN'S BIRTHDAY

LABOR DAY

WASHINGTON'S BIRTHDAY

COLUMBUS DAY

GOOD FRIDAY

VETERAN'S DAY

MEMORIAL DAY

ELECTION DAY

THANKSGIVING DAY

CHRISTMAS DAY

Section 2:

The Employee shall be entitled to one (1) personal leave day annually without loss of pay in addition to any other time off provided for in this Agreement.

ARTICLE IV

Vacations

Section 1:

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

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
1st year	1 day per month
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

Section 2:

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

ARTICLE V

Terminal Leave

Section 1:

If the Employee shall have served in the Borough for twenty three (23) years or more at retirement, he shall be entitled to terminal leave with pay in accord with the following schedule:

23 through 24 years	4 Months
25 through 29 years	5 Months
30 through 34 years	6 Months
35 through 39 years	7 Months
40 years or more	8 Months

Section 2:

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

ARTICLE VI

Separability and 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 affected thereby and shall continue in full force and effect. The parties shall meet within two weeks for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE VII

Insurance and Benefits

Section 1:

Existing Blue Cross, Blue Shield, and Dental Insurance benefits shall be continued during the term of this Agreement.

Sick Leave and Injury

Section 2:

Existing 15 days per year sick leave with all accumulated sick time to be paid as salary as per 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.

Section 3:

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

Uniform Allowance

Section 4:

The Borough shall pay to each employee, whose duties require or make desirable the wearing of a uniform the sum of \$325.00 per man, per year. Said uniform shall include all clothing necessary to protect the employee from the hazards of this work and the elements as well as steel-tipped work shoes, gloves, raingear and rubber boots. Said uniform must be green, 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 boots, the granting of which shall not be unreasonably withheld and with a reduction in the annual uniform allowance to \$300.00 per year.

Benefits

Section 5:

An allowance of \$30.00 shall be given toward repair of eye glasses if damaged or lost on the job, with a maximum of two claims per year.

TERM OF AGREEMENT

This Agreement shall be effective January 1, 1981 and shall remain in full force and effect until December 31, 1981. In the event no new or substitute Agreement is entered into on or before December 31, 1981, the terms and conditions of this Agreement shall continue in full force and effect until a substitute Agreement is executed.

ATTEST:

Louis C. Goetting, IV
Borough Administrator

Charles J. O'Dowd, Jr.
Mayor

Frederick Hoyt
Assistant Superintendent

Patsy Falcone
Foreman

George Fais
Foreman