

## EMPLOYMENT CONTRACT

**THIS EMPLOYMENT CONTRACT (“Contract”)**, entered into on this 15 day of August, 2023. Between the Borough of Demarest, County of Bergen (“Borough” or “Employer”), 118 Serpentine Road, Demarest, New Jersey, and Jason Gangi, 392 Rivervale Rd. Rivervale, NJ (“Gangi” or “Employee”) (collectively, “the Parties.”)

**WHEREAS**, the Mayor and Council of the Borough, on August 14, 2024, appointed Gangi as Public Works Manager of Public Works (“Manager”) pursuant to Resolution 114-23; and

**WHEREAS**, the Parties to this Contract desire to set forth a clear, mutual understanding of the Parties’ agreement as to the duties and obligations required to be performed by Gangi on behalf of the Borough; the benefits of employment provided by the Borough to Gangi; and to execute a formal written contract stating the Parties’ agreement and understanding.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Relationship between the Parties

The Borough has appointed Gangi to serve in the position of Manager of Public Works.

2. Duties of the Employee

Gangi will be responsible for the day to day management of the Department of Public Works, as well as working with the Superintendent on yearly budget and management of the budget throughout the year, preparing data required by the Superintendent for required reporting to any State, Federal and County agencies, as well

as any other duties assigned to the Manager by the vote of the Borough's Mayor and Council, as negotiated between Gangi and the Borough.

3. Workweek

Gangi shall spend sufficient time at his job to ensure the smooth and responsible operation of the Public Works Department over which he has supervisory control. He shall work at least 35 hours per week. Gangi shall only be entitled to overtime compensation as outlined in section six (6) below.

4. Term of Office

Gangi will serve a five-year term beginning on August 15, 2023, and concluding on August 14, 2027.

5. Salary

5.1 The Borough will pay Gangi a base annual salary in the calendar years, 2023, 2024, 2025, 2026, and 2027, calculated based on the amounts set forth in Paragraph 5.2. For all years after 2027, Gangi's base annual salary will be paid as set forth in the Borough's salary ordinances that are adopted from time to time, but will be no less than the amount stated in Paragraph 5.2 for the year 2027.

5.2 Gangi's pay scale will be as follows:

2023: \$114,800.00

2024: \$118,244.00

2025: \$121,791.32

2026: \$125,445.06

2027: \$129,208.41

5.3 Gangi's salary for calendar year 2023 is effective August 15, 2023, and not retroactive to January 1, 2023, or any prior date.

6. Seniority and Overtime

6.1 Gangi will be eligible to work overtime for regular standby occurrences and/or emergencies.

6.2 Gangi will be considered at the bottom of the list for seniority considerations when additional overtime beyond regular standby or emergency overtime is required.

6.3 Gangi is not eligible for standby or emergency overtime, if, at any point in time, there are thirteen (13) or more full-time DPW employees who are eligible for a standby assignment.

6.4 Gangi is not eligible for overtime, which is the result of routine administrative work duties, or when his attendance is required at Borough meetings.

7. Holidays

7.1 Gangi is entitled to thirteen (13) holidays at his regular rate of pay. The holidays are:

- (i) New Year's Day
- (ii) Martin Luther King, Jr. Day
- (iii) Washington's Birthday
- (iv) Good Friday
- (v) Memorial Day (observed the last Monday in May)
- (vi) Juneteenth
- (vii) Independence Day (observed July 4)
- (viii) Labor Day (observed the first Monday in September)

- (ix) Columbus Day
- (x) Veteran's Day
- (xi) Thanksgiving Day (observed the fourth Thursday of November)
- (xii) Friday after Thanksgiving
- (xiii) Christmas Day

7.2 If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on a Saturday, it is ordinarily observed on the previous Friday.

7.3 Where it is necessary to maintain service requiring Gangi to work on an official holiday, Gangi may be compensated by being permitted to take an equal amount of time off with pay on a regular working day at a time approved by the Borough Administrator.

7.4 Should an official holiday occur when Gangi is on sick leave, Gangi shall not have that holiday charged against his sick leave.

## 8. Personal Leave

8.1 Gangi is granted three (3) personal leave days per year.

8.2 Gangi must notify the Borough Administrator as soon as possible of his intent to take personal leave.

## 9. Sick Leave

9.1 "Sick leave" as defined in this Contract means paid leave that may be granted to Gangi if, through illness or injury, becomes incapacitated to a degree that it makes it impossible for him to perform the duties of his position.

9.2 Gangi is entitled to fifteen (15) sick leave days in any calendar year. For 2023, Gangi's sick leave days are prorated effective August 15, 2023. Unused sick leave days are eligible to be rolled over to the following calendar year, to be used only in a manner

consistent with Section 9 of this Agreement. Gangi's unused sick leave days carry no monetary value and are ineligible to be cashed in at the time of Gangi's retirement, termination, and/or Gangi's separation from the Borough as Public Works Manager.

9.3 Should Gangi be absent on sick leave for three (3) or more consecutive workdays, he will be required to submit acceptable medical evidence substantiating the illness. The Borough Administrator may require proof of illness when Gangi is on sick leave whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. In all cases of reported illness or disability suffered by Gangi, the Borough reserves the right to send for a medical physician to examine the employee and to report on the condition to the Borough Administrator.

9.4 During protracted periods of illness or disability of Gangi, the Borough Administrator may require interim reports on the condition of Gangi at weekly or bi-weekly periods from the attending physician and/or a Borough medical physician. When under medical care, Gangi is expected to conform to the instructions of the attending physician if he wishes to qualify for salary payment during such period of illness or disability.

9.5 Sick leave with pay shall not be allowed under the following conditions:

(i) When Gangi, under medical care, fails to carry out the orders of the attending physician;

(ii) When, in the opinion of the Borough medical physician, Gangi is ill or disabled because of self-imposed contributory causes;

(iii) When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify Gangi's absence from duty;

(iv) When Gangi does not report to the Borough physician when requested to do so;

(v) When the Borough Administrator is unable to contact Gangi, unless Gangi has notified the Borough Administrator in advance of medical appointments scheduled for and kept by Gangi.

9.6 The recommendation of the Borough medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness, or of the fitness of Gangi to return to duty, shall be considered by the Borough Administrator. The Borough Administrator reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the attending physician, to require Gangi to submit to an examination by a third doctor.

9.7 In charging Gangi with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

9.8 Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional service that may be normally scheduled within Gangi's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

9.9 If Gangi is absent from work for reasons that entitle him to sick leave, the Borough Administrator, or a designated representative, shall be notified as early as possible, but no later than one (1) hour prior to the start of the scheduled work shift from which Gangi is absent. Failure to notify the Borough Administrator or a designated representative may

be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

9.10 Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

#### 10. Vacation

10.1 Gangi is entitled to vacation time as follows: twenty-six (26) working days (208 hours) per year. Vacation time can be used beginning on January 1 of each year and is to be prorated should Gangi retire, resign, or his employment terminated.

10.2 Gangi is entitled to carry-over five (5) unused vacation days (40 hours) to the next succeeding year only. If Gangi is precluded for business reasons from using the vacation days that are carried over, then he will be paid for all such days. At retirement or resignation in good standing, Gangi will be paid for all remaining accumulated vacation days at his salary rate then in effect. Should the position of Manager be eliminated during Gangi's term, his unused vacation days will transition with Gangi to his position as foreman.

#### 11. Bereavement Leave

11.1 Gangi is entitled to three (3) consecutive working days bereavement leave, with pay, upon the death of a member of his immediate family. One day of this leave must be either the day of death or the day of the funeral service. Immediate family members include Gangi's spouse, children, parents, or siblings. This bereavement leave will not be charged to vacation or sick leave time.

11.2 Reasonable verification may be required by the Borough.

11.3 An extension of absence may be granted at Gangi's request with the consent of the Borough Administrator. Any such extension will be charged against available vacation time, or be taken without pay for the reasonable time as determined by the Borough Administrator.

## 12. Medical Coverage

12.1 The Borough agrees to provide Gangi with health insurance – medical and dental insurance – equivalent to what he is currently provided pursuant to this employment with the Borough under the New Jersey State Health Benefits Plan. Gangi's Chapter 78 contributions shall remain at Tier 3 for the length of the contract.

12.2 The Borough has the right to change insurance carriers, or to self-insure, as long as equivalent or better benefits are provided. If the Borough contemplates changing insurance carriers or self-insuring all or any portion of its medical and/or dental insurance coverage, the Borough shall notify Gangi and agrees to furnish copies of the proposed new plan or program.

## 13. Termination

13.1 The Borough will remove Gangi from the position of Manager only for good cause. Any removal determination will be the result of a review and vote of the Mayor and Council.

13.2 If the Borough removes Gangi from the position of Manager without cause, or votes to remove the position of Manager, the Borough agrees to return Gangi to the DPW collective bargaining unit. Should such removal and return occur, Gangi's title will be "supervising foreman" and his base salary will be the same base salary that was being paid while serving in the Manager position at the time of his removal and return.

14. Modification, Waiver, and Construction

14.1 This Contract will not be modified unless the modification is in writing and executed by authorized representatives of both Parties.

14.2 The failure of either Party to require the performance of any term or obligation of this Contract, or the waiver by either Party of any breach of this Contract, shall not prevent a subsequent enforcement of the term of obligation to be deemed a waiver of any subsequent breach.

14.3 This Contract shall be construed in accordance with the laws of the State of New Jersey.

14.4 Any cause of action, claim, suit, or civil action of any kind filed by either Party arising out of or relating to the terms of this Contract or the relationship of the Parties will be brought only in the Superior Court of New Jersey, Law Division, in Bergen County. Both Parties irrevocably admit themselves to the jurisdiction of that Court.

15. Authority to Execute

Each individual executing this Contract on behalf of an entity represents that he or she is empowered, authorized, and directed to do so on behalf of the entity identified in this Contract.

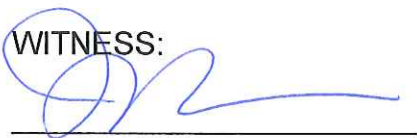
ATTEST:

  
Julie Falkenstern  
Borough Administrator

Borough of Demarest

  
Brian Bernstein, Mayor

WITNESS:

  
As to Jason Gangi

  
Jason Gangi