

AGREEMENT

THIS AGREEMENT MADE as this 1st day of July, 2013, by and between the BOROUGH OF DORMONT of the Commonwealth of Pennsylvania (herein "Dormont")

A
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D

Jeffrey Naftal

WHEREAS, Borough of Dormont wishes to employ Jeffrey Naftal as its Borough Manager; and

WHEREAS, the parties are desirous of entering into this agreement; and

WHEREAS, the Borough Code provides certain requirement for Borough Manager Contacts under Section 46142 (53 P.S. Section 46142),

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties agree to the following powers, duties, term of office, compensation and other terms and conditions of employment as Borough Manager.

Section A. Employment

1. The Agreement shall commence on the 2nd day of July 2013 and end July 1, 2015.
2. As set forth in the Borough Code Section 46142 (53 P.S. Section 46142) nothing in this agreement shall prevent or limit the right of the Borough to terminate the services of Mr. Naftal at any time, at the sole discretion of the Borough Council. The severance shall be governed by under Section (C) sub paragraph (J)
3. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Mr. Naftal to resign at any time from his position with the Borough. Mr. Naftal shall give thirty (30) days written notice to the Borough prior to the effective date of his resignation.

Section B. Compensation.

1. Mr. Naftal shall receive an annual salary of seventy-seven thousand, two hundred and fifty dollars (\$77,250)
2. Annual salary increases shall commence January 1, 2014 based upon annual performance evaluations conducted by the Council.

Section C. Benefits.

- A. Mr. Naftal shall be entitled to the following benefits as indicated by the current contract between the Borough and the non uniform plan employees:
1. Hospitalization
 2. Life Insurance
 3. Holidays
- B. **Retirement** – Enrollment in the Borough’s Non-Uniformed Defined Benefit Employee Pension Plan.
- C. **Sick Days** – Sick days will be accumulated at the rate of 1 sick day/month of employment. Total days of accumulated sick leave may not exceed 36 days.
- D. **Vacation Days**- Vacation days will be accumulated at the rate of 1 vacation day per month. Total days of accumulated vacation days may not exceed 36 days.
- E. **Life Insurance**- Life insurance will be offered as for other non-uniform employees- a \$35,000.00 term life insurance policy
- F. **Auto Allowance** - \$750.00/annum excluding automobile costs incurred to attend authorized professional conferences (see below)
- G. **Membership Dues** - \$1500.00/annum for membership in appropriate professional organizations. However, Council will consider increasing this amount with sufficient justification.
- H. **Conferences** - \$3000.00/annum for attendance at professional conferences. However, Council will consider increasing this amount with sufficient justification.
- I. **Severance Pay** – 3 months at the then current wage rate and shall not include any accumulated sick leave or vacation leave. However, if Council terminates the Manager without cause, he/she will be will be reimbursed for hours worked, and for accumulated vacation, sick days.

Other Terms and Conditions of Employment.

1. Hours of Work. The parties understand and agree that the Manager position is exempt under the Fair Labor Standards Act and no overtime pay will be available.
2. Residency. The Manager need not be a resident of the Borough of Dormont.
3. Business Expenses:

- a. Mileage reimbursement per IRS regulations for Borough business. Travel to and from work is excluded.
 - b. Reimbursement within formal budgeting constraints and prior approval by Council for training, education and conferences related to the position of Borough Manager.
5. Pension. The Manager will be part of the Dormont Pension Plan for its non-uniformed employees, i.e., the Pennsylvania Municipal Retirement System and the parties hereto will be subject to the regulations applicable to said System as enacted and amended.
6. Powers and Duties. The powers and duties of the Manager shall be as set forth in the Borough Code Section 46142. 53 P.S. Section 46142
7. Bond. The Manager shall give a Bond to Dormont the manner provided in the Borough Code Section 46142. 53 P.S. Section 46142.
8. The Council in consultation with the Manager shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any applicable law.
9. The Manager will also act as the Secretary or Assistant Secretary.
10. The Manager shall, at all times while on Dormont business, be attired in a professional manner.
11. During the term of employment by Dormont, the Manager agrees to remain in the exclusive employ of the Borough and not to accept other employment nor to become employed by any other employer without prior approval of the Borough Council
12. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable and shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Borough of Dormont has caused this Agreement to be signed and executed in its behalf by its President of Council and Jeffrey Naftal has signed and executed this Agreement, both in duplicate, as of the day and year first above written.

ATTEST:

BOROUGH OF DORMONT



Secretary



President

WITNESS:





Jeffrey Naftal