

PREAMBLE

This Agreement entered into this 18th day of February, 2005, by and between the BOROUGH of Stone Harbor, hereinafter called the "BOROUGH" and Local #3779d which is affiliated with District Council #71 of The American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter called the "UNION," has as its purpose the promotion of harmonious relations between the BOROUGH and the UNION; the establishment of an equitable procedure for the resolution of grievances; and the establishment of rates of pay, hours of work, and other conditions of employment; and represents the complete and final understanding on all bargainable issues between the BOROUGH and the UNION.

ARTICLE ONE

RECOGNITION

In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated October 20, 1988 (Docket No. RO-90-14), the BOROUGH recognizes the UNION as the sole and exclusive representative of all of its blue collar employees in the classifications listed on Appendix A, which is part of this Agreement or any other newly created blue collar positions. Specifically excluded are all supervisors, white collar employees, confidential employees, police, professionals, managerial executives, elected officials and members of boards and commissions for the purposes of collective negotiations in respect to wages, hours of employment or other conditions of employment.

ARTICLE TWO

NON DISCRIMINATION AND HARASSMENT

A. The BOROUGH and the UNION agree that neither of them will discriminate or harass or cause discrimination or harassment against any employee covered by this labor agreement because of race, color, creed, age, sex, handicap, national origin, political affiliation, UNION membership, or UNION Activity.

B. It is the policy of the Borough of Stone Harbor that all Borough employees should be able to work in an environment free from discrimination and harassment of any kind.

C. Any discrimination or harassment whatsoever of Borough employees by other Borough employees and/or officials will not be permitted, regardless of their working relationship.

D. This policy refers to, but is not limited to, discrimination and harassment for the following reasons: Age, Race, Color, National Origin, Religion, Gender, Sexual orientation, Marital Status and Disability.

E. Harassment shall also include sexual harassment.

F. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE THREE

CHECK OFF AND AGENCY SHOP

CHECK OFF

A. The BOROUGH agrees to deduct from the salaries of its employees, subject to this Agreement, dues for AFSCME, District Council #71. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.C.S.A. (R.S.) 52:14-15, 94 as amended, and members shall be eligible to withdraw such authority during July of each year.

B. A Check Off shall commence for each employee who signs a properly dated authorization card supplied by the UNION and verified by the Treasurer of the Council during the month following the filing of such card with the BOROUGH.

C. The aggregate deductions from all employees shall be remitted to the Treasurer of the Council together with the list of the names of all employees for whom the deductions were made by the fifteenth (15th) day of the succeeding month after such deductions were made.

D. If during the life of this agreement there shall be any change in the rate of membership dues, the Local UNION shall furnish the BOROUGH written notice thirty (30) days prior to the effective date of such change and shall furnish to the BOROUGH official notification on the letterhead of the Local UNION and signed by the President of the Local UNION.

E. The UNION will provide the necessary "Check-Off Authorization" form and the UNION will secure the signatures of its members on the forms and deliver the signed forms to the BOROUGH treasurer.

F. The UNION shall indemnify, defend and save the BOROUGH harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of any action taken in making deductions and remitting same to the UNION pursuant to this Article.

AGENCY SHOP

A. Effective upon the signing of this Agreement, the Employer agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.

B. The deductions shall commence for each employee who elects not to become a member of the Union, thirty days after their date of hire.

C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees, and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular dues.

D. The sum representing the fair share fee shall not reflect the cost of financial support of political causes of candidates, except to the extent that is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure the employees it represents advances in wages, hours of work and other conditions of employment which ordinarily cannot be secured through collective negotiations.

E. The Union shall establish and maintain a procedure whereby any individual paying the agency fee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Employer or require the Employer to take any action other than to hold the fee in escrow pending resolution of the appeal.

F. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer.

ARTICLE FOUR
MANAGEMENT RIGHTS

A. It is recognized that the management of the BOROUGH, the control of its properties and the maintenance of order and efficiency, is a right and responsibility of the BOROUGH OF STONE HARBOR.

B. Accordingly, the BOROUGH hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States. These include, but without limiting the generality of the foregoing, the following rights:

1. the executive management and administrative control of the municipal government and its properties and facilities and the determination of the methods of operation to be offered by its employees and to direct the activities of its employees;
2. the determination of the standards of selection of employment and the hiring of all employees and, subject to the provisions of law, the determination of their qualifications and conditions for continued employment as well as the assignment, promotion and transfer of employees;
3. the reprimand, suspension, demotion or discharge of employees or other disciplinary action for good and just cause according to law;
4. the transfer, assignment, reassignment, layoff and/or recall of employees to work;
5. the determination of the number of employees and of the duties to be performed and the relief of its employees from duty because of a lack of work or lack of funding or other legitimate reason;
6. the maintenance of the efficiency of its operations and employees as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, department operation or service;

7. the determination of staffing patterns and areas worked, the control and regulation of the use of facilities, supplies, equipment, materials and other property to the employer;
8. the determination of the number, location and operation of divisions, departments, units and all other work groups of the employer, the assignment of work, the qualifications required, the performance standards and the size and composition of the work force;
9. the determination of the amount of overtime to be worked;
10. the determination of the methods, means and personnel by which its operations are to be conducted;
11. the determination of the content of work assignments;
12. the exercise of complete control and discretion over its organization and the technology of the performance of its work; and
13. the making, maintenance and amendments of such operating rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective and efficient operation of the work of the BOROUGH.

ARTICLE FIVE

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the Department's supervisory staff and having the grievance adjusted without the intervention of the UNION.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or groups of employees, from the interpretation, application, or violation of policies, agreements and administrative decisions affecting them.

D. The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent. It is understood by the parties that prior to a written answer being given at any step, the involved person shall meet to express the reasons for their position on the grievance.

STEP ONE:

The aggrieved or the UNION shall institute action under the provision hereof within fifteen (15) working days after the event giving rise to the grievance has occurred or within fifteen (15) days after the aggrieved would reasonably be expected to know of its occurrence. An earnest effort shall be made to settle the difference between the aggrieved employee and the employee's immediate supervisor for the purpose of resolving the matter informally.

STEP TWO:

If no agreement can be reached orally within three (3) working days of the initial discussion with the immediate supervisor, the employee or the UNION may present

the grievance, in writing, within ten (10) working days thereafter to the Department Head or his designated representative. The written grievance at this time shall contain the date that the alleged grievance occurred, all available relevant facts, the specific contract Articles alleged to have been violated and the remedy requested by the grievant. The Department Head or his designated representative will answer the grievance, in writing, within ten (10) working days of receipt of the written grievance.

STEP THREE:

If the UNION wishes to appeal the decision of the Department Head, such appeal shall be presented, in writing, to the Borough Administrator or his designee within five (5) working days thereafter. The Borough Administrator or his designee shall conduct a hearing with the UNION within ten (10) working days and then shall thereafter respond, in writing, within ten (10) working days after such hearing.

STEP FOUR:

Should the grieving party wish to appeal the Borough Administrator's decision, such appeal should be presented, in writing, to the Public Works Committee within five (5) working days of being notified of the Borough Administrator's decision. The Public Works Committee shall review the Borough Administrator's decision and the written appeal submitted by the grieving party, conduct a hearing with the Union within ten (10) working days and then shall respond, in writing, within ten (10) days of such hearing.

STEP FIVE:

a. If the aggrieved person is still not satisfied with disposition of the grievance after appealing to and receiving the response by the Public Works Committee, the grievance may be submitted to advisory non-binding arbitration. Said submission for arbitration must be made within thirty (30) working days after receiving the response of the Public Works Committee in Step Four.

b. A request for a list of arbitrators shall be made to the Public Employees Relations Commission by the moving party and both parties shall then be bound by the rules and procedure of P.E.R.C. in the selection of an arbitrator.

c. The arbitrator shall limit himself/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).

d. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.

e. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in this Agreement shall not be binding upon the parties.

E. If a decision is not rendered within the time limits prescribed for decisions at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or reduce the time limits for processing the grievance at any step in the grievance procedure.

F. Any grievance not presented in accordance with the applicable time limits or other requirements in the steps listed above shall be automatically foreclosed and considered settled according to the last response given.

G. Agents of the UNION, who are not employees of the BOROUGH, may be permitted to visit the employees during working hours for the purpose of discussing UNION representation matters, as long as such right is reasonably exercised and providing further that there is no undue interference with the BOROUGH's work by such agents. Prior notification shall be provided to the Department Head.

H.. The BOROUGH and the UNION further agree to give reasonable consideration to request of either party for meetings to discuss grievances pending at any step.

I. The designated Local Union Representatives (not exceeding two (2) in number) shall be permitted, as members of the Grievance Committee, to confer briefly with employees

and the BOROUGH on specific grievances in accordance with the grievance procedure set forth herein. These brief conferences may occur during working hours of employees, without loss of pay, provided they do not diminish the efficiency of the BOROUGH's operation or require the recall of an off-duty employee. Such time shall be reasonable in length.

J. All Step Two, Three and Four grievances shall be submitted in writing on a Grievance Form, which shall include the date that the alleged grievance occurred, all available relevant facts, the specific contract Articles alleged to have been violated and the remedy requested by the grievant, with all requested information provided in legible and clear form. The grievant may attach any pertinent information. The Department Head or his designated representative will sign the Grievance Form to verify the date and time of receipt and provide a copy to the grievant.

ARTICLE SIX

SENIORITY

A. For purposes of promotions, demotions or layoffs, and for the purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, Seniority shall be defined as continuous full-time employment with the BOROUGH from date of hire. An employee's date of hire is the date that the employee is hired for full-time permanent employment and is physically on the premises and available for work, and begins his probationary period. Seasonal employment is not counted as part of an employee's probationary period and is not credited for the purposes of accruing benefits hereunder, including but not limited to vacations or sick leave.

B. The BOROUGH shall utilize experience, ability, aptitude, qualification, attendance and physical condition as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, Seniority shall be the deciding factor.

C. The selection of the employee to be promoted shall be made by the BOROUGH and shall not be subject to review.

D. The BOROUGH shall maintain an accurate, up-to-date Seniority roster showing the date of hire, classification and rate of pay of each employee covered by the Agreement and the BOROUGH shall furnish copies of same to the UNION upon request.

ARTICLE SEVEN

PROBATIONARY PERIOD

A. NEW HIRES.

Every person hired or appointed shall be deemed to be a temporary employee and on probation for the position to which he is hired or appointed for a period of one hundred (100) days. Prior to his completion of the probationary period, the employee shall be evaluated by the Department Head to determine whether he shall be granted permanent status or terminated. At the end of such one hundred (100) days, such temporary employee shall either be granted permanent status, reassigned or terminated. Benefits under this contract begin for new hires after successful completion of the probationary period.

B. TRANSFERS & PROMOTIONS.

Employees who have earned permanent status in one position and who are transferred or promoted to another position shall be on performance review for the new position for a period of one hundred (100) days. Prior to his completion of the performance review, the employee shall be evaluated by the Department Head to determine whether he shall be granted permanent status in the new position or returned to the employee's previous permanent position. This performance review for transfers and promotions shall have no effect on the employee's previously earned status, seniority or other benefits under this agreement. During the temporary performance review period, an employee transferred or promoted to a higher class shall be placed on the step in the new class, which is one step below the employee's current step, and the employee shall receive any applicable stipend, if warranted by management.

ARTICLE EIGHT

HOURS AND OVERTIME

The hours and overtime provisions set forth below shall apply only to full-time hourly-rated employees in permanent and probationary status.

A. HOURS.

1. The basic work week shall be eight (8) hours per day, forty (40) hours per week, five (5) days per week, which may be scheduled Sunday through Saturday, inclusive. Time taken for meals shall not be included in the compensated hours.
2. All employees shall be scheduled to work a regular shift as determined by the BOROUGH, which work shift shall have stated starting and quitting times. The regularly scheduled work week shall normally consist of five (5) consecutive work days for all employees. These days shall normally be Monday through Friday inclusive. The regular work day for all employees shall consist of eight (8) hours, normally 7:00 A.M. to 3:30 P.M.
3. Notwithstanding these normal schedules, the BOROUGH reserves the right to change work schedules. Employees shall be given as much advance notice as possible of permanent or temporary shift changes which affect them.
4. All employees shall receive one-half (½) hour for lunch, and a fifteen (15) minute break between the start of the shift and lunch.

B. OVERTIME.

1. Employees shall be compensated at the rate of one and one-half (1 ½) times their straight time rate for all hours actually worked in excess of eight (8) hours per day or forty (40) hours per week.
2. Employees shall not be entitled to overtime compensation for work performed on any Saturday, Sunday or holiday unless said work results in the employee actually working in excess of eight (8) hours per day or forty (40) hours per week. Effective upon the signing of this Agreement, time paid for sick leave and jury duty will not be considered as time actually worked for the purposes of computing overtime paid in accordance with this Article.

3. Overtime will be compensated in one-quarter (1/4) hour increments, fractional portions being counted as a full quarter (1/4) hour. No payment shall be made for an initial period of less than fifteen (15) minutes.
4. If an employee is scheduled to work overtime on his/her day off, the employee shall be guaranteed a minimum of two (2) hours pay.

C. COMPENSATORY TIME

1. An employee who has earned overtime shall normally receive payment in cash together with his regular pay, or at least no later than the second pay period after overtime was performed. The BOROUGH agrees to permit employees to accrue up to a total of seventy (70) hours in compensatory time each calendar year. Employees will be allowed to carry a maximum of twenty (20) hours of compensatory time forward from the year earned to the following year. These hours must be used prior to March 15th of the year into which they have been carried. Any carry-over compensatory time not used prior to March 15 will be paid to the employee at the hourly rate that was in effect at the time the compensatory time was earned.

2. The parties recognize that the BOROUGH reserves the right, in the event of a financial emergency, to compensate employees for overtime hours worked with compensatory time off.

D. OVERTIME ASSIGNMENTS.

1. Insofar as practical, overtime shall be distributed as equally as possible among qualified employees within the same job classification. Overtime will rotate with the more senior employee being given the first opportunity of working overtime provided the employee has the ability to perform the work required. It is further agreed that the special abilities and/or prior experience of certain employees may be taken into account in making the overtime assignments.

2. The Borough may require an employee to work overtime after exhausting efforts to secure volunteers for overtime. A Volunteer List will be prepared and requests for overtime will be made to the employees on the Volunteer List. If all volunteers refuse, then the Borough shall direct employees to work beginning with the employee with the least amount of seniority being directed first.

When the Volunteer List is used for more than one event, the Borough will not go back to the top of the list until the overtime has been offered to all employees on the Volunteer List. Nothing, however, shall restrict the Borough from calling in a person other than the person from the Volunteer List if special abilities or skills are required to perform the required work.

E. CALL IN PAY.

Employees called to work on their scheduled days off or called back to work after they have left the Borough premises at the end of a regularly scheduled work day shall receive a minimum of two (2) hours pay at the applicable rate. The Borough reserves the right to work the employee for a full two (2) hours in such circumstances.

F. STATES OF EMERGENCY.

Effective upon the signing of this Agreement, Employees who are required to work during periods that have been deemed a "State of Emergency" by the Mayor of the Borough of Stone Harbor which cause the municipal offices to be closed during what are normal working hours shall be paid for all hours worked at their appropriate rate of pay. In addition to payment for all hours actually worked, employees shall receive an equal number of compensatory hours off for each hour worked up to a maximum of eight (8) hours per day.

This award of compensatory time shall not be provided to employees who are off on vacation leave, personal leave, holiday leave, or compensatory time off.

ARTICLE NINE

BEEPERS

The Borough agrees to 'beeper pay' to the one designated employee who wears a beeper and is on call during the week. For the purpose of earning beeper pay the week assigned is from 7:00 a.m. Monday through the following 7:00 a.m. Monday unless Monday is a holiday in which event the assignment extends to 7:00 a.m. Tuesday.

The beeper pay for the week period shall be as follows:

2004	\$50.00
2005	\$55.00
2006	\$55.00
2007	\$60.00
2008	\$60.00

ARTICLE TEN

UNIFORMS

A. The BOROUGH agrees to provide uniforms to employees covered by this Agreement as listed below:

1. Seven (7) Pants.
2. Up to seven (7) Shirts (Long Sleeve) * at the discretion of the Public Works Director.
3. Shirts and shorts as follows:
 - a. Seven (7) Tee Shirts (Short Sleeve)
 - b. Seven (7) Tee Shirts (Long Sleeve)
 - c. Seven (7) Pairs of Shorts
 - d. *Tee Shirts shall be replaced annually upon turn-in of old shirts
 - e. *Shorts shall be replaced bi-annually upon turn-in of old shorts
4. One (1) Pr. Coveralls or one (1) Carhart Type Jacket and Bib Overalls.
5. One (1) Hooded Sweatshirt
6. One (1) Set Foul Weather Gear (Jacket, Pants and Boots)

B. All items of uniform shall be replaced on a turn-back "as-needed" basis at the discretion of the Director of Public Works. Except as excused by the Director, an employee who fails to return any item of uniform shall be required to pay for the replacement.

C. The BOROUGH may in its discretion provide additional uniforms to the mechanics or assistants.

D. Employees are responsible for the cleaning and maintenance of the Uniform items provided to them. Employees agree to keep these Uniforms regularly laundered and properly cleaned. In consideration of Employees' agreement to clean and maintain the Uniform items, the Borough agrees to pay each Employee the following Cleaning Allowance during the term of this Agreement:

2004	\$ 85.00
2005	\$ 90.00
2006	\$ 90.00
2007	\$100.00
2008	\$100.00

This Cleaning Allowance shall be paid in a separate check to each Employee in the first pay period of June each year. The Cleaning Allowance is paid in anticipation of an Employees employment for the full year. In the event an Employee terminates employment prior to the end of a year after having received the Cleaning Allowance the amount paid shall be pro-rated for the time worked during the calendar year and the excess amount shall be withheld from the Employee's final pay check.

E. Employees shall furnish the Director of Public Works with a valid receipt for purchase of work shoes. The BOROUGH will reimburse the employee for actual cost of shoes to maximum annual payments as follows during the term of this Agreement.

2004	\$110.00
2005	\$115.00
2006	\$115.00
2007	\$120.00
2008	\$120.00

F. Uniforms shall only be worn by Borough employees and must be worn by Borough employees during working hours and otherwise may only be worn while traveling to and from the employee's place of residence. Borough uniforms shall not be worn during non-work hours or during employment with any other employer.

ARTICLE ELEVEN

CONTINUING EDUCATION POLICY

A. Unless elsewhere stipulated, the BOROUGH will reimburse employees for tuition expenses for evening courses subject to the following conditions:

1. Approval of the Governing Body must be obtained, in writing, in advance of registration.
2. The course must be work related.
3. Course(s) shall require not more than ten (10) hours of classroom instruction per week unless this limitation is waived by the Borough Administrator.
4. Evidence of satisfactory completion of the course must be presented prior to receiving reimbursement.
5. The BOROUGH, at its sole discretion, will either provide a Borough vehicle for travel to and from authorized courses or will reimburse the employee for mileage at the rate as designated by the Internal Revenue Service in the prior calendar year.
6. Employees will receive no compensation for courses taken at the election of the employee outside of regularly scheduled work hours. Employees shall receive compensation for time spent taking courses mandated by the Borough.

ARTICLE TWELVE

HOLIDAYS AND PERSONAL DAY

A. The following days shall be recognized as holidays with pay:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day After Thanksgiving
14. Christmas Day

B. Holidays which fall on Saturday shall be observed on the preceding Friday.

Holidays which fall on Sunday shall be observed on the following Monday.

C. Employees who are scheduled to work on the recognized holidays noted in this article shall be paid on the basis of actual hours worked on the holiday, plus a day's pay at straight time for the holiday.

D. Whenever the Governor of the State of New Jersey declares an additional holiday, it will be the policy of the BOROUGH OF STONE HARBOR to adapt to the proclamation. The declaration by any governmental agency of a Weather Emergency does not constitute a holiday hereunder.

E. Holiday pay shall not be paid to an employee unless he is working during the week in which the holiday falls, and is on the job and available for work his last full scheduled workday before and his first full scheduled workday after the holiday. The applies even though said work days are in different work weeks. The provisions of this paragraph shall apply except in the case of proven illness or injury substantiated by a medical certificate.

F. Should a designated holiday be observed on one of the employee's regularly scheduled basic work days within his normal working period while he is on vacation, said holiday shall not be counted as a vacation day.

G. Holiday pay shall apply to permanent employees, but shall not apply to probationary employees or those holding temporary, emergency or seasonal positions.

H. Employees are entitled to three (3) Personal Days each year. Employees shall give advance notice to the BOROUGH, if possible, of this day off duty with pay. Employees who are unable to give advance notice shall call the Public Works office by 7:15 a.m. or as soon after 7:00 a.m. as possible in order to receive consideration for compensation for that day, unless the employee is incapacitated and unable to make the call.

ARTICLE THIRTEEN

VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of one (1) working day of vacation for each month of service during the remainder of the calendar year following the probationary period.

B. For employees hired prior to May 21, 1996, annual vacation leave with pay will be granted based upon an employees service time from date of employment as follows:

1. January 1 following date of employment through tenth (10th) year - Fifteen (15) working days
2. Eleventh (11th) year through twentieth (20th) - Eighteen (18) working days (3 weeks plus 3 days)
3. Twenty-First (21st) year and over - Twenty-eight (28) working days (5 weeks plus 3 days)

C. For all employees hired after May 21, 1996, annual vacation leave with pay will be granted based upon an employee's service time from the date following the end of the employee's probationary period as follows:

1. January 1 following the date of permanent employment through fifth (5th) year - Ten (10) working days (2 weeks)
2. Sixth (6th) year through tenth (10th) year - Fifteen (15) working days (3 weeks)
3. Eleventh (11th) through twentieth (20th) - Eighteen (18) working days (3 weeks plus 3 days)
4. Twenty-First (21st) year and over - Twenty-eight (28) working days (5 weeks plus 3 days).

D. During an employee's initial year of hire, vacation days must be earned before they can be used. Each year thereafter, each employee shall become entitled to his or her entire vacation period specified in Paragraphs "B" or "C" above on January 1 of said year.

E. The BOROUGH will give consideration to vacation requests made by employees unless the BOROUGH determines that a vacation request cannot be granted because of the pressure of the BOROUGH's work or other operational considerations. Vacation requests for five (5) days or less shall require two (2) full working days prior notice of the request and the Borough shall respond within twenty-four (24) hours after submission. Vacation requests for six (6) or more days shall require fifteen (15) or more calendar days of notice of the request and the BOROUGH shall respond within three (3) working days after submission.

F. In order to exercise seniority, vacation requests shall be submitted to the appropriate Department Head by February 1st so that the Department Head can devise a vacation schedule. Failure to submit a vacation request by February 1st will result in the loss of seniority preference for selection of vacation. The Employer shall respond in writing to the employee's request for vacation leave within five (5) days after February 1st.

G. If an employee elects to postpone his vacation selection to a later date, he may, provided his supervisor approves and is given two (2) weeks advance notice of the desired vacation date.

H. No more than three (3) employees will be permitted off per week during the period May 1 through September 30 with the exception of the annual New Jersey State Fireman's Convention" unless the employee's absence will disrupt the operations of the Department.

I. Vacation allowance must be taken during the current calendar year at such time as permitted by the BOROUGH. An employee may carry over five (5) days of vacation to the next succeeding calendar year only and such carried over week must be used prior to March 15th. Any vacation time carried over to a following year will be paid at the hourly rate at which it was earned. Except for this permitted carry over week, vacation carry over to the following year will not be permitted unless BOROUGH has urgent reason for rescheduling or unless sick leave prevents taking a previously scheduled vacation.

J. It is contemplated that an employee will not take his vacation one (1) separate day at a time. However, with Supervisor's approval, he may do so up to a maximum of five (5) times per year.

K. No employee shall be permitted to turn-back or cash-in of vacation time.

ARTICLE FOURTEEN

SICK LEAVE, WORKER'S COMPENSATION AND

CATASTROPHIC SICK TIME BANK

A. Sick Leave.

1. All employees shall be entitled to sick leave with pay in accordance with the following conditions:
2. Sick leave for purposes herein is defined to mean an employee is absent from work because of personal illness by reason of which such employee is unable to perform the usual duties of his position.
3. Full-time employees shall be entitled to sick leave days on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment; and fifteen (15) working days in every calendar year thereafter.
4. Personal illness must be reported by the employee or the employee's spouse or family member if the employee is incapacitated and unable to make the call by 7:30 A.M. for each day of illness in order to receive consideration for compensation for that day. In instances where an employee knows that his sick leave will extend beyond one day, the employee may notify the Borough the first day of the illness of the anticipated number of sick days to be used and the required "each day notice" may be waived for these days.
5. The BOROUGH may require a physician's certificate for illnesses whenever such requirement seems reasonable and further may adopt such other sick leave verification procedures as it may deem appropriate. All physician's certificates must be signed by the attending physician or other physician office representative. Physician certificates with stamped signatures are not acceptable.
6. Abuse of sick leave shall be cause for disciplinary action.

7. An employee out on Workman's Comp injury leave during a Holiday shall not also be compensated for the Holiday. An employee out on sick leave (sickness or injury) during a holiday shall not also be compensated for the holiday. An employee on sick leave on a paid Holiday will not be charged for the use of a sick day.

8. Employee shall be allowed to use up to sixteen (16) hours of sick time per calendar year in minimum increments of at least two (2) hours to attend physician visits or to take other family members to physician visits. Employees must present evidence of the visit upon return to work to be entitled to the paid time off.

9. Employees covered under this Agreement, shall be allowed to donate his/her accrued sick leave from their own Catastrophic Sick Time Bank to certain eligible employees as defined below.

An employee shall be eligible to receive donated leave if the employee:

1. Has completed at least one year of continuous service with the Borough;
2. Has exhausted all accrued sick, vacation and personal leave and all compensatory time off;
3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
4. Suffers from a catastrophic health condition or injury.

For purposes of this section, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more work days.

B. Worker's Compensation.

1. If an employee is injured during the performance of his duty, the employee may choose to use any accumulated Catastrophic Sick Time Bank days, regular annual sick leave days, compensatory time, personal days, or vacation days or

any combination thereof (Available Leave Days) during the period of temporary disability during which he is unable to perform his duties. Any such disability shall be mutually certified by the employee's own doctor and the BOROUGH's doctor. Employees shall be entitled to such Workers' Compensation benefits as he/she may be entitled to under New Jersey Law. Upon the commencement of Workers' Compensation benefits, use of Available Leave Days shall end, and any payment received from Workers' Compensation benefits attributable to used Available Leave Days shall be retained by the Borough and the employee's used Available Leave Days account shall be credited to restore the corresponding Available Leave Days.

2. An employee out on sick leave (sickness or injury) during a holiday shall not also be compensated for the holiday.
3. In the event that any employee is injured on the job, the BOROUGH shall pay such employee his day's wages for the day lost because of such injury. An employee who is injured on the job and is sent home or to the hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift of that day. An employee who is required by worker's compensation's doctors to receive additional medical treatment during his regularly scheduled working hours shall receive his regularly hourly rate of pay for such time.

C. CATASTROPHIC SICK TIME BANK

1. An employee may carry forward unused sick time up to fifteen (15) days per year. A maximum of seventy (70) days may be held in the "Catastrophic Sick Time Bank".
2. Any days accumulated in the Catastrophic Sick Time Bank have **NO CASH VALUE** upon date of expiration or employment termination.
3. A letter from the employee's Physician certifying the need for an extended absence will be necessary to access the "Catastrophic Sick Time Bank". The employee

must use all available Sick, Personal and Comp time prior to being eligible to use the "Catastrophic Sick Time Bank". **ALL** days used during the "Catastrophic" event will be charged against the bi-annual Family Leave Act allotment. The employee must request use of the "Bank" in writing to the Public Works Committee and the Committee will respond to the request in writing. This must be done within a reasonable period of time. In the event that the employee is unable to make written notice on their own behalf an appropriate representative (Parent, Spouse, Union Representative) may provide written notice.

4. The Borough reserves the right to have an independent Physician review a case in the event that questionable use of the time should occur.

5. The employee may use the time accumulated in the event of an emergency or catastrophic event involving themselves or an immediate family member. (Mother, Father, Spouse, Child, Sibling) the employee must still provide a Physician's certification in the event that the leave is due to an illness or injury of a family member.

6. The Borough reserves the right to discontinue the benefit at the end of any expiring contract period without the permission of the Union.

7. Decisions made by the appropriate committees regarding use of the time accumulated in the "Bank" are not grievable or subject to review.

8. Abuse of the time will be cause for immediate termination not subject to the grievance procedure.

ARTICLE FIFTEEN

FUNERAL LEAVE

A. Employees shall be granted special leave with pay up to a maximum of four (4) days in the event of death in his immediate family. The term "immediate family" shall include the employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepparents, stepsister or stepbrother.

B. Leave with pay not to exceed three (3) days shall be granted to an employee in the event of the death of grandmother, grandfather or grandchild or a relative living under the same roof with the employee.

C. Employees may attend other funeral services by utilizing accrued Compensatory time, Vacation time or available Personal time.

D, To be eligible for the use of any funeral leave days, the employee must attend the funeral services and provide reasonable proof, such as a copy of a published obituary or funeral card.

ARTICLE SIXTEEN

LONGEVITY

A. Longevity payments will be made each year to full time employees covered by this contract who were hired prior to December 31, 1991 in accordance with the schedule outlined below. Said payments will be made in a separate check to the eligible employees no later than the last week in November of each year. No Longevity payments shall be made to employees hired after December 31, 1991.

After 4 years up to 8 years	2% of annual pay
8 years 1 day up to 12 years	4% of annual pay
12 years 1 day up to 16 years	6% of annual pay
16 years 1 day up to 20 years	8% of annual pay
20 years 1 day and up	10% of annual pay

B. For the purposes of computing Longevity, time of employment shall be computed from January 1st of the first calendar year following the year of employment. No credit shall be given for time worked during the initial calendar year of employment except for an employee whose service commences in January and such employee completes the balance of the calendar year, then such employee shall be credited with one (1) full calendar year of service.

C. For time actually worked, any employee retiring during the course of the year shall be entitled to Longevity to be paid on a prorated basis and employees who do not work the entire year for any other reason will likewise be entitled to Longevity on a prorated basis.

ARTICLE SEVENTEEN

HOSPITALIZATION AND INSURANCE PROGRAMS

A. Health Insurance Benefits.

1. The BOROUGH shall provide a comprehensive health benefit program including hospitalization, medical treatment, major medical coverage, surgical fees and all of the benefits which are currently included in the health benefit program, at the date of this Agreement, for the employee and his family to commence one hundred (100) days after the commencement of current active employment.

2. The BOROUGH shall provide a co-pay prescription plan for the individual and his family; the co-payment to be determined by the BOROUGH. In no event shall the co-pay for these bargaining unit employees be greater than that assessed to any other BOROUGH employee.

3. The BOROUGH, at its sole discretion, retains the right to select and change insurance carriers during the term of this Agreement. Selection of the carrier or carriers is a managerial prerogative not subject to the terms of this collective bargaining agreement.

4. Employees may choose to execute a waiver of BOROUGH'S health insurance program coverage and shall be entitled to receive reimbursement under the terms of the existing Borough policy. An Employee may apply by completing an application form and providing adequate proof of other health insurance coverage and spousal approval, if married. The Borough reserves the right to discontinue this policy of waiver reimbursement at any time, with 30 days notice prior to an open enrollment period.

5. Regardless of the provisions of Article 17 section A.(1.) for all employees hired after January 1, 2001, and for whom health insurance coverage is provided by the BOROUGH, the BOROUGH will pay one hundred per cent (100%) of the cost of health insurance coverage in the BOROUGH'S health insurance plan for the individual employee only (i.e. Single Person Coverage). Employees hired after January 1, 2001

may elect to secure health insurance coverage for an eligible spouse and/or dependent(s) through the BOROUGH'S health insurance plan (i.e. Husband/Wife, Parent/Child or Family Coverage) but shall be responsible for ten percent (10%) of the difference between the annual premium for Single Person Coverage and the annual premium for Husband/Wife, Parent/Child, or Family Coverage. The employee's payments for the cost of providing a health insurance plan which covers the employee's eligible spouse and/or dependent(s) (i.e. Husband/Wife, Parent/Child or Family Coverage) will be in the form of 26 equal payroll deductions.

B. Dental and Visual Plans

1. Covers all charges by licensed dentists and eye care centers not recoverable under other insurance.
2. Upon presentation to the Borough Treasurer of the receipted bill and a properly executed BOROUGH voucher, each employee may receive the following maximum coverage in a calendar year:

<u>Class</u>	<u>Maximum</u>
Single	\$ 500.00
Husband/Wife	\$ 750.00
Parent/Child	\$ 750.00
Family(H/W/Child)	\$1,000.00

3. The amount shown may be divided between dental and eye care as required. The following statement must be placed on the voucher referred to above:

"I certify that this claim for dental or visual benefits has not been reimbursed and is not reimbursable to me by any other plan or insurance. I understand that in the event this statement is false, I must reimburse the Borough of Stone Harbor, and am subject to having my dental or visual plan privileges revoked."

4. The person submitting the claim must sign underneath the certification.

ARTICLE EIGHTEEN

NO STRIKE NO LOCKOUT

A. The UNION (its officers, agents, representatives) and employees, agree not to in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-down, slowdown, cessation or stoppage of work, or other interference with or interruption of work. Inciting, or inducing, or participating in any such activity shall constitute cause for suspension, discharge or other discipline.

B. The UNION will discourage and will take whatever steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walk-out or other job action against the BOROUGH.

C. The BOROUGH agrees that it will not engage in a lockout or other similar action because of any proposed changes in the Agreement or disputes over matters relating to this Agreement.

D. Nothing contained in this Agreement shall be construed to limit or restrict the BOROUGH in its right to seek and obtain such judicial relief as it may be entitled to have under the law.

ARTICLE NINETEEN

DISCIPLINARY ACTION

A. Discipline of an employee shall be imposed for good and just cause according to law. The provisions of this Article shall not apply to new employees during their one hundred (100) day probation period, seasonal employees or part time employees.

B. The name of any employee who is notified of suspension, or dismissal shall be transmitted to the UNION as soon as feasible but not later than seventy-two (72) hours after such notice.

C. The BOROUGH acknowledges the principal of progressive discipline. Depending on the magnitude of this offense, the discipline issued by the BOROUGH may be in any of the following forms:

1. Oral Warning;
2. Written Warning;
3. Written Reprimand;
4. Minor Suspension - consists of a suspension up to five (5) days;
5. Major Suspension - consists of a suspension over five (5) days;
6. Demotion
7. Termination of Employment (Dismissal).

Union and Borough Representatives agree that disciplinary action may begin at any level, depending upon the nature of the offense.

D. An employee who has been subject to discipline of a Major Suspension, Demotion, or Dismissal may appeal such discipline through the Grievance Procedure. No other forms of discipline shall be subject to appeal.

E. Employees shall sign to acknowledge receipt of any notice of disciplinary action. Employees shall be entitled to receive a copy of said signed document. Such signature does not constitute an admission of guilt by the employee.

ARTICLE TWENTY

JURY DUTY

A permanent employee who loses time from his job because of jury duty, as certified by the Clerk of the Court, shall be paid by the BOROUGH the difference between his hourly rate for eight (8) hours and the daily jury fee, subject to the following conditions:

1. The employee shall provide the BOROUGH a copy of all Jury Duty notices immediately.
2. When jury service is cancelled, postponed or completed on any day prior to 1:00 p.m., the employee required to telephone the BOROUGH and report to work if requested. In the event that reporting to jury duty is by a call-in system, an employee notified that he or she is not required for jury duty must report to work.
3. Time absent from work for the BOROUGH because of jury service will not be considered time worked for purposes of computing overtime.
4. The employee must notify his Supervisor immediately upon receipt of any communication regarding jury service.
5. No reimbursement of wages will be made for jury services during BOROUGH holidays.
6. On request by the BOROUGH, adequate proof must be presented of time served on a jury and the amount received for such services.
7. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for compensation from the BOROUGH.

ARTICLE TWENTY-ONE

TIME TO ATTEND MEETINGS

A. Members of the bargaining unit, who, by mutual agreement between the UNION and the BOROUGH, participate during working hours in conferences and meetings with the BOROUGH which involve or derive from its collective bargaining agreement, shall suffer thereby no loss of pay.

B. Members of the bargaining unit shall be allowed one-half ($\frac{1}{2}$) hour prior to and one-half ($\frac{1}{2}$) hour after the conference is over as excused time from their work assignment. They shall give their Supervisor reasonable notice in advance of their desire to attend such meetings.

C. It is understood, however, that except for the foregoing, nothing shall be done which shall interfere with the work of any BOROUGH employee and/or Department. Vacation days will be rescheduled if they coincide with BOROUGH authorized meetings. The UNION agrees to take all steps necessary to ensure that this time is within reasonable limits.

D. The BOROUGH will consider a written request for the necessary and reasonable time off, up to a maximum of five (5) days annually, without discrimination or loss of seniority rights or loss of pay, to not more than two (2) employees annually designated by the UNION to attend a labor convention or serve in any capacity on other official UNION business. Length of time off and reason must be specified. During the period of absence, the employee shall not engage in gainful employment.

E. Failure to comply with this provision shall result in the discharge of the employee involved.

ARTICLE TWENTY-TWO

WORK RULES

- A. The BOROUGH may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.
- B. Twenty (20) working days prior to the implementation of any rules of work and conduct for employees established by the BOROUGH pursuant to Section A. Above, the BOROUGH agrees to notify the UNION of said rules in writing except in those cases where an emergency exists as determined by the BOROUGH.
- C. Any and all policies or regulations will be posted by the Employer five (5) days prior to implementation, except in those cases where an emergency exists as determined by the BOROUGH.

ARTICLE TWENTY-THREE

LEAVE OF ABSENCE, MILITARY LEAVE AND MATERNITY LEAVE

A. Leave of Absence

1. Any employees desiring leave without pay for personal reasons shall make a request in writing to the Borough Administrator not less than two (2) weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the BOROUGH and shall not be unreasonably or arbitrarily denied.

2. Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing.

3. Employees returning from authorized Leaves of Absence as defined above will insofar as possible as determined by the BOROUGH be restored to their original classification at the then appropriate rate of pay with no loss of seniority or any other employee rights, privileges or benefits. In the event an employee who returns from an authorized leave of absence does not return to his/her original classification, in no event shall his/her rate of pay be less than his/her rate of pay when he/she left on the leave of absence.

B. Military Leave

1. Leave shall be granted to employees to fulfill the special military requirements of regular annual active duty (summer camp) for training with any reserve unit of the Army, Navy, Marine Corps, Coast Guard, National Guard or Air Force. The employee shall be paid the difference between his regular pay and his military pay during the period of his military training.

2. The existing Federal and State statutes with regard to leave for military service in their present state or as they may be amended will be observed by the parties

hereto. The benefits under these applicable statutes shall be provided for any employee in this bargaining unit.

C. Maternity Leave

1. With Pay. Permanent employees shall be entitled to utilize any accumulated sick leave during the time prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a doctor's certification and approval of the Borough Administrator. The BOROUGH may consider granting, in extenuating circumstances, additional use of sick leave not to exceed two (2) months, upon presentation of a doctor's statement setting forth the necessity therefor. Employees who have accumulated vacation leave and/or compensatory time may use such time for maternity purposes.

2. Without Pay. Permanent employees who have not earned or accumulated vacation leave, sick leave or compensatory time, may be granted a leave of absence for maternity purposes prior to the expected date of childbirth and for one (1) month thereafter upon presentation of a doctor's certification. Leaves may be granted or denied at discretion of the BOROUGH. The Borough Administrator shall review all requests for leaves of absences as submitted by the employees hereunder.

3. Therefore, the leave of absence would require a certification from the employee's physician as to the length of time the employee is required to be on said leave of absence without pay, which in no case will be granted for more than a one (1) month period after the expected date of childbirth. In extenuating circumstances, additional leave of absence without pay not to exceed two (2) months will be granted upon presentation of a doctor's statement setting forth the necessity therefore.

D. Family Leave Act

Any applicable leave time, requested by any employee covered by this contract, may be charged against Family Leave Act bi-annual allotments.

ARTICLE TWENTY-FOUR

LAYOFF AND RECALL

- A. In case of a layoff, the BOROUGH agrees to give the UNION ten (10) working days notice of a pending layoff, and will discuss with a committee representing the UNION the conditions and reasons for the layoff.
- B. The layoff and recall of employees shall be in order of departmental seniority provided that the employees retained or recalled are qualified to do the work available.
- C. Employee shall enjoy twenty-four (24) months recall rights before losing his/her seniority rights, and must be called back to his/her position before new hires are accepted within the twenty-four (24) month period.
- D. An employee who is to be laid off may bump into another position in the Department if it is occupied by a less senior employee, provided he has the skill, ability and physical qualifications to perform the work.
- E. Notification of recall shall be made by the BOROUGH sending a certified letter to the employee's last known address as set forth in the BOROUGH's records. An employee who is recalled must respond within five (5) calendar days of the date of receipt of the notice of recall or within ten (10) days of the date of mailing or be considered to have abandoned his recall rights.

ARTICLE TWENTY-FIVE

SAFETY, HEALTH AND HUMAN RELATIONS

A. The BOROUGH shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

B. The BOROUGH agrees to provide adequate and regularly maintained sanitary facilities for employee use and the BOROUGH will provide employees with any wearing apparel, tools or devices that may be reasonably necessary to ensure their safety and health.

C. Safety apparel issued must be used. The Employer will replace safety equipment which wears out or is damaged as a result of the Employee performing his normal job duties upon presentation by the Employee of the used or damaged item to the Borough.

D. The BOROUGH shall maintain a Safety Committee. The UNION shall designate up to two (2) members to receive meeting notices and to attend meetings. Regular meetings will be scheduled as required to discuss safety and health problems or hazards and programs, and to make recommendations concerning improvement or modification of conditions regarding health and safety. The UNION shall supply an agenda when requesting a meeting. Where reasonably possible, all committee meetings shall take place during working hours and employees shall suffer no loss of pay as a result of attendance at such meetings.

ARTICLE TWENTY-SIX

JOB POSTING

A. Any new or vacant position which the BOROUGH desires to fill shall be prominently posted for a period of seven (7) days. The posting shall include a description of the job, any required qualifications, the salary range, the hours of work and the procedures to be followed by employees interested in making application.

B. A copy of each notice posted will be forwarded to the appropriate UNION officer.

C. The selection of an employee to be promoted shall be made by the BOROUGH in accordance with the terms of Article Six and shall not be subject to review. Promotions based on seniority are not required to be posted, but may be posted at the discretion of the Borough. Transfers, assignments or reassignments do not have to be posted, but may be posted at the discretion of management. The Union will be promptly notified of each posting, promotion or transfer. Managerial decisions as to the selection or non-selection of any employee shall not be subject to review or the grievance procedure.

ARTICLE TWENTY-SEVEN

WAGES

A. All current employees shall be paid in accordance with the attached Schedule "A" which is the Salary Guide " which shall be effective as of January 1, 2004.

B. This Salary Guide reflects the following agreed general increases in base wages during the term of this agreement:

January 1, 2004	3.5%
January 1, 2005	3.5%
January 1, 2006	3.5%
January 1, 2007	3.5%
January 1, 2008	3.5%

Notwithstanding the above general increases, a new Salary Guide, attached as Schedule "A" reflecting new minimum salaries and revised Step increases shall be effective as of January 1, 2004.

All employees who have a valid New Jersey Commercial Driver's License shall be compensated during this license period an extra \$.05 per hour during calendar years 2004, 2005 and 2006. Effective January 1, 2007, the C.D.L. adjustment shall be an additional \$.05 per hour. Effective January 1, 2008, the C.D.L. adjustment shall again increase by \$.05 per hour.

C. All new employees shall be placed at the appropriate class on the Salary Guide. Job classifications and the specific job titles included within each class are set forth on Schedule "B" attached to this agreement. Employees hired into Class 1 and Class 2 shall be placed at Step 1.

D. Employees hired into the titles included in Class 3, Class 4, Class 5, and Class 6 shall be placed in their respective place on the Salary Guide at an appropriate Step, based upon their experience, but in no event shall they be placed at a step higher than Step 4.

E. An employee promoted to a higher Class shall be placed on the Step in the new Class which is one Step below their current Step. For example, an employee promoted from Class 4, Step 4 to Class 5 would be placed at Class 5, Step 3.

F. Retroactive pay to all current employees employed as of the date of the signing of this Agreement shall be made in a separate check as soon as practicable after the signing of the Agreement. No retroactive pay shall be due to any employee who has terminated employment prior to the signing of this Agreement.

G. The Borough may assign certain special administrative duties to bargaining unit members. In such event, the Borough may provide a supplemental stipend of up to \$2,000 per annum to such employees during the period the employee(s) are assigned these special administrative duties.

H. When a Lead Person (Class 6) is out of work for thirty (30) consecutive calendar days or more, the senior employee of that department will assume responsibility of the Lead Person. That employee shall be placed at his/her same step in the Lead Person Class 6 range until the Lead Person returns to work.

ARTICLE TWENTY-EIGHT

PRO-RATA BENEFITS

A. Except as specifically set forth otherwise herein, compensable benefits payable to employees shall be pro-rated for the portion of the year employee actually is employed by the BOROUGH. This shall apply even though such credits and benefits may be provided in full at the beginning of the year or earlier than actually earned in anticipation of continued employment for a full calendar year. In the event of termination of employment for any reason during the course of a year, any benefits credited or paid, but not yet earned during the pro-rata portion of the year worked, shall be deducted from the employee's final pay or reimbursed by the employee to the BOROUGH. This provision shall apply to sick leave, vacation leave, personal day, longevity if eligible, dental and vision reimbursements, clothing allowance and shoe reimbursement.

ARTICLE TWENTY-NINE

SEVERABILITY

A. In the event that any provision of this Agreement between the parties shall be held by operation of law and/or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such Agreement shall not be affected thereby but shall be continued in full force and effect.

B. Any specific or general provision of this Agreement notwithstanding, wherever a provision of this contract is determined to be in conflict with the Law of the State of New Jersey, or with rules, regulations or procedures thereunder, the Law, regulations, rules and procedures shall be controlling.

C. This Agreement shall not be modified, altered or changed except by written agreement of the parties.

ARTICLE THIRTY

FULLY BARGAINED PROVISIONS

A. The parties acknowledge that this Agreement represents and incorporates the complete and final understanding and settlement of the parties on all bargainable issues which were or could have been subject to negotiations, and that all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the BOROUGH's administrative procedures, practices in force and past practices are incorporated in this Agreement. Unless otherwise provided in this Agreement, no prior administrative procedure, practice or past practice shall be interpreted or applied so as to enlarge or otherwise conflict with the express terms of this Agreement.

B. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

C. This document constitutes the sole and complete agreement between the parties and embodies all of the terms and conditions governing the employment of employees in the UNION.

D. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject, without prejudice, which is (or may be) subject to collective bargaining.

ARTICLE THIRTY-ONE

GENERAL PROVISIONS

A. The BOROUGH shall provide Bulletin Boards, in close proximity to the time clock for use of the UNION.

B. The UNION shall have the use of the UNION Employee Bulletin Board for the posting of notices relating to meetings and official business of the UNION. Only material authorized by the signature of the Local Union President or his/her designee shall be permitted to be posted on said Bulletin Board, and said notices shall not contain any political or controversial material. After discussing with the Shop Steward, any items deemed objectionable by the Director shall be removed immediately.

C. The BOROUGH shall be responsible for duplicating this Agreement within fifteen (15) days of its having been signed by the parties. The UNION shall be responsible for the distribution of the copies to all persons covered by this Agreement and shall provide the BOROUGH with a roster with signatures of each employee to verify receipt of a copy of this Agreement.

ARTICLE THIRTY-TWO

DURATION OF CONTRACT

This Agreement shall be in full force and effect as of January 1, 2004 and shall remain in effect to and including December 31, 2008, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one (1) party or the other gives notice, in writing, no sooner than one hundred and fifty (150) calendar days, or no later than ninety (90) calendar days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be properly signed and the proper seals to be affixed hereto in the BOROUGH OF STONE HARBOR, New Jersey on this _____ day of _____, 2005.

AFSCME, DISTRICT
COUNCIL 71

BOROUGH OF STONE HARBOR

By: _____

By: _____
Mayor

By: _____

By: _____
Borough Clerk

SCHEDULE "A"

**PUBLIC WORKS SALARY GUIDE
HOURLY RATES**

Steps	1	2	3	4	5	6	Maximum
Class 1							
1/01/04	10.30	10.82	11.28	11.75	12.21	12.63	12.99
1/01/05	10.66	11.20	11.67	12.16	12.64	13.07	13.44
1/01/06	11.03	11.59	12.08	12.59	13.08	13.53	13.91
1/01/07	11.42	12.00	12.50	13.03	13.54	14.00	14.40
1/01/08	11.82	12.42	12.94	13.49	14.01	14.49	14.90
Class 2							
1/01/04	10.82	11.33	11.80	12.26	12.73	13.14	13.51
1/01/05	11.20	11.73	12.21	12.69	13.18	13.60	13.98
1/01/06	11.59	12.14	12.64	13.13	13.64	14.08	14.47
1/01/07	12.00	12.56	13.08	13.59	14.12	14.57	14.98
1/01/08	12.42	13.00	13.54	14.07	14.61	15.08	15.50
Class 3							
1/01/04	11.33	11.85	12.32	12.78	13.25	13.66	14.02
1/01/05	11.73	12.26	12.75	13.23	13.71	14.14	14.51
1/01/06	12.14	12.69	13.20	13.69	14.19	14.63	15.02
1/01/07	12.56	13.13	13.66	14.17	14.69	15.14	15.55
1/01/08	13.00	13.59	14.14	14.67	15.20	15.67	16.09
Class 4							
1/01/04	11.85	12.37	12.83	13.30	13.77	14.18	14.54
1/01/05	12.26	12.80	13.28	13.77	14.25	14.68	15.05
1/01/06	12.69	13.25	13.74	14.25	14.75	15.19	15.58
1/01/07	13.13	13.71	14.22	14.75	15.27	15.72	16.13
1/01/08	13.59	14.19	14.72	15.27	15.80	16.27	16.69
Class 5							
1/01/04	12.37	12.89	13.35	13.82	14.28	14.70	15.06
1/01/05	12.80	13.34	13.82	14.30	14.78	15.21	15.59
1/01/06	13.25	13.81	14.30	14.80	15.30	15.74	16.14
1/01/07	13.71	14.29	14.80	15.32	15.84	16.29	16.70
1/01/08	14.19	14.79	15.32	15.86	16.39	16.86	17.28
Class 6							
1/01/04	13.14	13.66	14.13	14.59	15.06	15.47	15.84
1/01/05	13.60	14.14	14.62	15.10	15.59	16.01	16.39
1/01/06	14.08	14.63	15.13	15.63	16.14	16.57	16.96
1/01/07	14.57	15.14	15.66	16.18	16.70	17.15	17.55
1/01/08	15.08	15.67	16.21	16.75	17.28	17.75	18.16

SCHEDULE "B"

JOB CLASSIFICATIONS

<u>Class</u>	<u>Classification</u>
1	Janitorial Worker Entry Level Maintenance
2	General Maintenance (Bldgs, Grounds, Sewer and Water, Automotive) Trash/Recycle Worker
3	Truck Driver/Maintenance Sweeper/Maintenance
4	Heavy Equipment Operator Senior General Maintenance (Bldgs, Grounds, Streets, Automotive)
5	Mechanic-Sewer and Water Mechanic-Automotive Carpenter/Maintenance Electrician/Maintenance
6	Lead Person