

AGREEMENT

Between

BOROUGH OF STONE HARBOR

and

LOCAL 2327, UAW

FOR THE PERIOD JANUARY 1, 2013 THROUGH DECEMBER 31, 2013

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PREAMBLE

This Agreement entered into this day of , 2013, by and between the BOROUGH OF STONE HARBOR, hereinafter called the “BOROUGH” and Local #2327, UAW with offices at 598-600 Shiloh Pike, Bridgeton NJ 08302, 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 (Docket No. RO-97-19) the BOROUGH recognizes the UNION as the sole and exclusive representative of all of its full-time Emergency Services Dispatchers employed by the Borough of Stone Harbor, excluding all managerial executives, confidential employees, police, fire, supervisory employees with the meaning of the Act, professional employees, craft employees, employees in other negotiations units and all other employees employed by the Borough of Stone Harbor.

ARTICLE TWO

NON DISCRIMINATION AND HARASSMENT

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, civil union status, handicap, national origin, political affiliation, UNION membership, or UNION Activity.

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.

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

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 or Civil Union Status and Disability.

Harassment shall also include sexual harassment.

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

A. The BOROUGH agrees to deduct from the salaries of its employees, subject to this Agreement, dues for Local 2327, UAW. 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 Union 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 Union, 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 advising of such changed deduction.

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.

ARTICLE FOUR
MANAGEMENT RIGHTS

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.

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, including, 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 reference to "days" in the contract shall mean calendar days, unless provided otherwise.

E. 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. The definition of working days is Monday through Friday, excluding holidays.

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) working days after the aggrieved would reasonably be expected to know of its occurrence, and

an earnest effort shall be made to settle the difference between the aggrieved employee and the Captain of Police 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 Captain of Police, the employee or the UNION may present the grievance, in writing, within ten (10) working days thereafter to the Chief of Police or his designated representative. The written grievance at this time shall contain the relevant facts and the remedy requested by the grievant. The Chief of Police 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 Chief of Police, 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 Safety Committee within five (5) working days of being notified of the Borough Administrator's decision. The Public Safety Committee shall

conduct a hearing with the UNION within ten (10) working days and then shall respond, in writing, within ten (10) working days of such hearing.

STEP FIVE:

If the aggrieved person is not satisfied with disposition of the grievance by the Public Safety Committee, the grievance may be submitted to advisory non-binding arbitration within thirty (30) calendar days after the expiration of Step Four.

- a. 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.
- b. 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).
- c. 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 thereto a limitation or obligation not provided in this Agreement.
- d. 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.

F. 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 contract the time limits from processing the grievance at any step in the grievance procedure.

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, at their work stations, 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 and providing prior notification has been 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. A designated Local Union Representative shall be permitted, to confer with employees and the BOROUGH on specific grievances in accordance with the grievance procedure set forth herein, during working hours of employees, without loss of pay, provided the conduct of said business does 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.

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 and sick leave, 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, attitude, qualifications and attendance as the criteria for the 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.

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

C. 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

Every person hired shall be deemed to be on probation for the position to which he is hired for a period of one year. At the end of the probationary period, such employee shall be evaluated and either granted permanent status or terminated.

ARTICLE EIGHT

HOURS AND OVERTIME

A. The work schedule of Emergency Dispatchers shall be 2080 hours annually. Employees shall normally work twelve (12) hours shifts. The schedule of shifts shall be determined by the Borough depending upon its determination of its public safety needs and requirements and to promote the effective and efficient operation of its Emergency Dispatch function. The start and end of the work week shall be determined by the Borough for each shift.

The Borough reserves the right to change the normal work hours and days per week and to establish new work hours and work days per week up to the maximum hours permitted under the Fair Labor Standards Act. Employees shall be given as much advance notice as possible of permanent or temporary shift changes which affect them.

B. All hours worked in and for the Borough in excess of forty (40) hours per work week shall constitute overtime which shall be compensated at the rate of time and one-half of the employee's hourly rate. Overtime shall be paid based upon actual time worked in accordance with the provisions of the Fair Labor Standards Act. Nevertheless, hours absent from work due to Holidays, Vacation Leave and Funeral Leave will be considered as time worked in computing hours for overtime credit. Time lost because of Jury Duty Service and Sick Leave will not be considered time worked in computing hours for overtime credits.

Overtime will be compensated in quarter (1/4) hour units, fractional portions being counted as a quarter (1/4) hour except that no payment will be made for an initial period of less than fifteen (15) minutes.

C. If an employee is called to duty on his/her day off, or recalled to duty, he/she shall be paid for all hours worked and shall be guaranteed a minimum of two (2) hours provided that such time is not contiguous to his/her regular shift. Time contiguous to the employee's regular shift shall be paid for actual time worked.

D. Employees working the shift wherein the time is moved forward to initiate Daylight Savings

Time (traditionally the first Saturday Night Shift in April), shall have one hour deducted from their bank of Vacation, Holiday or Compensatory Time to accurately reflect the hours worked.

Employees working the shift wherein the time is moved back to return to Standard Time (traditionally the last Saturday Night Shift in October), shall be paid in accordance with Paragraph B. of this Article.

If an Employee who is scheduled to work on either of these shifts, utilizes Vacation, Holiday or Compensatory Time to take any portion of or the entire shift off, the employee shall have the number of hours deducted from the appropriate bank that accurately reflects the number of hours that is actually taken off.

ARTICLE NINE

UNIFORMS

A. The Borough shall establish a standard prescribed uniform which shall be worn by each employee. Uniformed members of the Department shall receive an initial uniform allowance of four-hundred and fifty dollars (\$450.00) for the purchase of uniforms. Uniform members of the Department shall receive an annual uniform allowance of four-hundred and fifty dollars (\$450.00). These monies shall be made available on a receipt turn-in basis, subject to the approval of Borough Council upon the recommendation of the Chief of Police.

B. 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 TEN

HOLIDAYS

A. Employees shall be granted the Holidays as listed below.

1. New Years Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. Presidents Day
5. Good Friday
6. Memorial Day
7. July 4th (Independence Day)
8. Labor Day
9. Columbus Day
10. Veterans Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. General Election Day
14. Christmas Day

The above Holidays are based on eight (8) hour days. Consequently, employees are entitled to a total of 112 hours (14 days x 8 hours = 112 hours) of Holidays.

In addition to the holidays listed above, employees shall be granted eight (8) Hours Personal Time.

B. Holidays and Personal Time may be compensated by granting equal compensatory time off or by payment of salary according to the employee's pay scale. However, employees shall not be forced to take more than forty-eight (48) hours of compensatory time off per employee.

If any employee has remaining Holiday or Personal Days, not exceeding eighty (80) hours, on November 30th of any year, the said employee will be paid for those remaining Holidays and/or

Personal Days, up to the maximum of payment for eighty (80) hours, along with the first pay period of December of the current year.

C. If an employee is called to duty while on a holiday, he shall be compensated for all time worked at a rate of double time and shall be guaranteed a minimum of two (2) hours, except in the case of an emergency situation where life and/or property are in imminent danger.

D. The scheduling of Holiday time or Personal time off is subject to the approval of the Chief of Police, or his duly authorized representative.

E. When an employee is on extended (seven (7) calendar days or more) sick time or injury leave, he shall not be paid for Holidays or personal days which accrue during that period of sick or injury leave.

F. An employee who leaves Borough service before the end of a calendar year shall have his or her Holiday and Personal Leave Time pro-rated, based upon time earned. In the event that an employee of the Borough terminates employment for any reason, any unused Holiday and Personal Leave Time will be paid to the employee on a pro-rated basis. An employee shall reimburse the Borough for paid Holiday or Personal Leave Time used in excess of his or her pro-rated entitlement.

ARTICLE ELEVEN

VACATIONS

A. Within the first calendar year of employment, but after three (3) months of employment, an employee shall be entitled to thirty-six (36) hours of vacation time. Each calendar year thereafter the entitlement shall be:

2nd through the 5th year	96 hours
6th through the 10th year	136 hours
11th through the 20th year	160 hours
Over 20 years	240 hours

B. Vacations shall be granted by seniority and upon application, subject to the approval by the Chief of Police or his duly authorized representative. An employee shall not be called to duty on his vacation days except in case of emergency.

C. If an employee is called to duty while on vacation, he shall be compensated for all time worked at a rate of double time, and shall be guaranteed a minimum of two (2) hours, except in the case of any emergency situation where life and/or property are in imminent danger.

D. Vacation allowance must be taken during the current calendar year at such time permitted or directed by the appointing authority, unless the appointing authority determines that it cannot be taken because of pressure of work. Any unused vacation may be carried forward into the next succeeding year only.

E. Vacation hours cannot be taken in less than four (4) hour increments.

F. In anticipation of continued employment, each year thereafter, each employee shall become entitled to his or her entire vacation period specified in Paragraph "A" above on January 1st of said year. In the event an employee terminates employment, an employee shall be entitled to vacation

allowance for the current year prorated upon the number of months worked in the calendar year in which the termination becomes effective. If a greater amount of vacation has already been taken, the employee shall be charged back for the excess vacation.

G. An employee hired during one specific year with a probationary period extending into the next year shall become entitled to his/her vacation as specified in Paragraph "A" above.

ARTICLE TWELVE

SICK LEAVE, WORKERS' COMPENSATION AND

CATASTROPHIC SICK TIME BANK

A. **SICK LEAVE.** All employees shall be entitled to sick leave with pay in accordance with the following conditions:

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.

Employees hired prior to January 1, 1992 shall be entitled up to one (1) years sick leave with pay in accordance with past practice. Full-time employees hired after January 1, 1992 shall be entitled to sick leave days on the basis of eight (8) working hours per month during the remainder of the first calendar year of employment after initial appointment; and one-hundred twenty (120) working hours in every calendar year thereafter.

Personal illness must be reported at least one hour prior to the employees starting time for the first day of illness in order to receive consideration for compensation for that day.

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. Physician certificates with stamped signatures are not acceptable. Abuse of sick leave shall be cause for disciplinary action. An employee out on sick leave (sickness or injury) during a Holiday shall not also be compensated for the Holiday.

B. **WORKER'S COMPENSATION.** If an employee is injured during the performance of his duty, he shall be entitled to full base pay during the period of temporary disability during which he is unable to perform his duties as mutually certified by the employee's own doctor and the BOROUGH's doctor up to a maximum of four (4) months. During this four (4) months, the BOROUGH will pay the difference in the amount received by the employee from Worker's Compensation and the employee's base pay. In practice, during this four (4) month period, the BOROUGH will issue to the employee his/her regular base salary. Upon receipt of Worker's Compensation checks, the employee shall immediately endorse same and turn such payments over to the BOROUGH. However, if the BOROUGH determines that an employee has misused this benefit, the said employee may be subject to a disciplinary hearing by the BOROUGH. Upon expiration of the four (4) month period referred to above, the employee shall be entitled to such Worker's Compensation benefits as he/she may be entitled to under New Jersey law. 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 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 use of a sick day.

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 regular hourly rate of pay for such time.

The Borough may, in its discretion and at its sole option, require or permit an employee who is off on Workers' Compensation Leave to perform "light duties" if the Borough determines it is available.

C. CATASTROPHIC SICK TIME BANK.

1. For employees hired after January 1, 1992, a Catastrophic Sick Leave Bank shall be in effect. Under the Catastrophic Sick Time Bank, an employee may carry forward up to forty (40) hours per year. The hours will be valued at one half of their original value. Any employee with eighty (80) hours of sick time remaining at the end of a year may carry over forty (40) hours. Any employee with seventy-two (72) hours of sick time remaining at the end of a year may carry over thirty-six (36) hours, etc. A maximum of one hundred twenty (120) hours may be held in the "Catastrophic Sick Time Bank".

2. At the end of three years an employee may have accumulated one hundred twenty (120) hours. At the end of the fourth year of the program an employee may carry over unused sick time from year four. However, the time contributed in year one of the program will expire. Any days accumulated in the Catastrophic Sick Time Bank have **NO CASH VALUE** upon date 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, Vacation, 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 Safety 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 his 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 THIRTEEN

FUNERAL LEAVE

Leave with pay not to exceed thirty-two (32) hours, not necessarily consecutive, shall be granted to an employee in the event of death in his immediate family to permit attending the funeral and/or handling matters relating to the verified death of an immediate family member. The term "immediate family" shall include the employee's spouse or other person with civil union status, child, parent, brother, sister or the spouse's child, parent, brother or sister, step-parents, step-sister or step-brother. Effective upon the signing of this Contract, the above leave shall be for thirty-six (36) hours.

Leave with pay not to exceed twenty-four (24) hours not necessarily consecutive, shall be granted to an employee in the event of the death of grandmother, grandfather or a relative living under the same roof with employee. Effective upon signing of this Contract, leave with pay not to exceed twenty-four(24) hours, not necessarily consecutive, shall also be granted to an employee in the event of death of a niece or nephew.

Requests for funeral leave will not be granted if more than six (6) calendar months have elapsed since the day of demise of the relative.

ARTICLE FOURTEEN

COMPENSATORY TIME

A. Compensatory time off may be granted by the Borough in lieu of payment of overtime at the discretion of the Borough. Due to the cyclical nature of the population change within the Borough from one season to the next, it is mutually agreed that compensatory time will not necessarily be taken during the period of June 1 to September 1 of any year.

B. The minimum amount of compensatory time to be taken by an Employee at any one time shall be not less than two (2) hours.

C. It is agreed that the maximum amount of compensatory time that may be accumulated by any Employee shall be forty (40) hours. Any time in excess of forty (40) hours existing as of November 1st of any year shall revert to the payment of overtime for the excess hours. Any such payment shall be made at the time of the payment of holiday turn-back payments.

ARTICLE FIFTEEN

HOSPITALIZATION AND INSURANCE PROGRAMS

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 sixty (60) days after the commencement of current active employment.

The BOROUGH shall provide a co-pay prescription plan for the individual and his family; the co-payment to be determined by the BOROUGH.

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

Employees may choose to execute a waiver of Health insurance program coverage and receive reimbursement per existing BOROUGH policy. 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.

For all employees hired after January 1, 2005, 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, 2005 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.

All employees shall pay a cost contribution for Health Insurance Plan coverages in accordance with P.L.2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 28, 2011 or, if hired after January 1, 2005, an amount computed as provided for in the above paragraph, whichever is greater. Payments shall be made by way of withholdings from each employee's payroll checks. The required employee payments will be made in 26 equal payroll deductions. The BOROUGH shall establish and adopt a Section 125 Plan so that said contribution would be "pre-tax".

DENTAL AND VISUAL PLANS

Covers all charges by licensed dentists and eye care centers not recoverable under other insurance.

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

The same criteria for coverage as applies to health insurance shall be used in determining the payment due to the employee under this Article.

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."

The person submitting the claim must sign underneath the certification.

ARTICLE SIXTEEN

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.

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.

B. 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.

C. 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 SEVENTEEN

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 year probationary period.

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)
6. Demotion;
7. 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.

ARTICLE EIGHTEEN

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 job rate for twelve (12) hours and the daily jury fee, subject to the following conditions:

1. When jury service is completed prior to 1:00 p.m., the employee is 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.
2. Time lost because of jury service will not be considered time worked for purposes of computing overtime.
3. The employee must notify his Supervisor immediately upon receipt of any communication regarding jury service.
4. No reimbursement of wages will be made for jury services during holidays or vacations.
5. At Management's request, adequate proof must be presented of time served on a jury and the amount received for such services.
6. An employee who voluntarily seeks jury duty in any manner whatsoever shall not be eligible for payments from the BOROUGH.

ARTICLE NINETEEN

TIME TO ATTEND MEETINGS

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. Members of the bargaining unit shall be allowed one-half (½) hour prior to and one-half (½) hour after the conference is over as excused time from their work assignment. They shall give their Supervisor three (3) days prior written notice in advance of their desire to attend such meetings. 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.

ARTICLE TWENTY

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. Ten (10) 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.
- 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-ONE

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. The maximum amount of unpaid leave shall be six (6) months. An employee shall not be entitled to any Holidays or Holiday Turn Back payments for any Holiday that occurs during the leave of absence. Leaves may be granted or denied at the discretion of the Mayor and Council and shall not be unreasonably or arbitrarily denied.

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.

2. 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.

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 that the employee's health and physical condition are such that the employee is unable to perform the usual duties of her position and such request is subject to the 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 that the employee's health and physical condition are such that the employee is unable to perform the usual duties of her position and such request is subject to the approval of the Borough Administrator. 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.

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.

Family/Medical leaves of absence will be granted in accordance with the provisions of the "Federal Family and Medical Leave Act" (hereinafter, FMLA) and the "New Jersey Family Leave Act" (hereinafter NJFLA) and the regulations promulgated pursuant to those statutes; as well as the Family Leave Policy adopted by the Borough of Stone Harbor. Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period. The circumstances under which leave may be taken vary depending on the type of leave requested and the Borough will grant leave in accordance with the provisions of each statute, the lawful regulations issued under each statute, and judicial decisions interpreting the requirements of each statute. Employees taking FMLA leaves and/or NJFLA leaves will be required to use accrued sick leave,

vacation and administration leave concurrent with the approved leave. Employees will also be required to take FMLA leaves and NJFLA leaves concurrently when possible under the statutes. The Borough retains all rights to require proper certification from a health care provider pursuant to all applicable laws.

ARTICLE TWENTY-TWO

LAYOFF

- A. In case of a layoff, the BOROUGH agrees to give the UNION ten (10) 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 twelve (12) 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 twelve (12) month period.
- D. 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.
- E. In the event the BOROUGH enters into an Inter-Local Agreement pertaining to the Emergency Service Dispatch function, the layoff procedure will be governed by the terms of the Inter-Local Agreement and applicable state law.

ARTICLE TWENTY-THREE

SAFETY AND HEALTH

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

ARTICLE TWENTY-FOUR

WAGES

A. Effective January 1, 2013, the Salary Guide which is set forth on Schedule A of the existing agreement shall no longer be in effect and shall not be part of the new Agreement.

B. Effective January 1, 2013, all current employees shall receive an increase in wages totaling \$1,000 greater than the amount of compensation paid to them as of December 31, 2012. There shall be no movement on the Salary Guide. Further, no additional increase in wages shall be made by the application of longevity.

Specifically, the current employees shall be paid total compensation as follows as of January 1, 2013:

Hornbeck	\$55,617
Tozer	\$55,617
Marano	\$29,688

C. The parties agree that the salary guide shall be replaced by a new Salary Guide to be agreed upon by the Borough and UAW prior to the next succeeding contract. In the event that a new Salary Guide has not been agreed upon, the parties agree that the hiring pay for a new dispatcher shall be \$28,688 and no steps shall be applicable to such employees.

ARTICLE TWENTY-FIVE

SEVERABILITY

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.

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.

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

ARTICLE TWENTY-SIX

GENERAL PROVISIONS

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

ARTICLE TWENTY-SEVEN
FULLY BARGAINED PROVISIONS

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.

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.

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.

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 TWENTY-EIGHT

DURATION OF CONTRACT

This Agreement shall be in full force and effect as of January 1, 2013 and shall remain in effect to and including December 31, 2013. This Agreement shall continue in full force and effect from year to year after December 31, 2013, unless one (1) party or the other gives notice, in writing, no sooner than one hundred and fifty (150) days, or no later than ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

ARTICLE TWENTY - NINE

LEGAL REFERENCES

A. Nothing contained herein shall be construed to deny or restrict any Dispatcher such right as he/she may have under any other applicable laws and regulations. The rights granted the Dispatchers hereunder shall be deemed to be in addition to those provided elsewhere.

B. If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law(s), then such provision shall not be deemed valid and subsisting except to the extent permitted by law. All other provisions and applications contained herein shall continue in full force and effect.

ARTICLE THIRTY

LONGEVITY PAYMENTS

A. Employees hired after January 1, 1992 shall not be entitled to longevity payments. Employees hired before January 1, 1992 shall receive, in addition to salary, longevity pay to be computed at two percent (2%) of the employee's base pay for every four (4) full calendar years of continuous service to a maximum of ten percent (10%). Longevity pay shall be computed from the original date of full time continuous employment. Longevity pay will be paid bi-weekly and will be added to each employee's pay. Longevity will not be pro-rated during the year that an employee ceases to be employed by the Borough.

B. Schedule

After 4 years continuous service and up to 8 years continuous service	2%
After 8 years continuous service and up to 12 years continuous service	4%
After 12 years continuous service and up to 16 years of continuous service	6%
After 16 years continuous service and up to 20 years continuous service	8%
After 20 years continuous service Maximum percentage	10%

IN WITNESS WHEREOF, the parties hereto have hereunder 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 9th day of May, 2013.

LOCAL 2327, UAW

BOROUGH OF STONE HARBOR

By: Sandra Urban
Sandra Urban, President

By: Suzanne Walters
Suzanne Walters, Mayor

By: Michele Tozier
UAW Local Representative

By: [Signature]
Borough Clerk

By: _____
UAW Local Representative