

AGREEMENT BETWEEN
THE BOROUGH OF SPRING LAKE AND
THE SPRING LAKE EMPLOYEES ASSOCIATION

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PREAMBLE

THIS AGREEMENT entered into this day of 1995 by and between the BOROUGH OF SPRING LAKE, in the County of Monmouth, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "Borough" or "Employer" and the SPRING LAKE EMPLOYEES ASSOCIATION hereinafter referred to as "Association" represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE I

RECOGNITION

SECTION A. The Borough of Spring Lake hereby recognizes The Spring Lake Employees Association as the exclusive representative for collective negotiations for all "borough yard" full-time employees, including road repairmen, mechanics, sanitation men, and others engaged in public works projects in the Borough of Spring Lake excluding all beach personnel and seasonal employees, and Foreman (Assistant Superintendent) and Superintendent of Public Works and all other Borough employees, managerial executives and supervisors within the meaning of the Act.

ARTICLE II

INTENT

SECTION A. It is the intent of the parties to work cooperatively, to communicate regularly and to be reasonable in pursuing objectives that will add to the quality of life of the residents of the Borough.

SECTION B. In general, if either party finds it very difficult to comply with specific terms of this Agreement, the parties agree to discuss in good faith possible solutions to such difficulties. The focus of such discussions, therefor, will be to find practicable, workable and reasonable solutions.

ARTICLE III

MANAGEMENT RIGHTS

SECTION A. The Borough of Spring Lake 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 foregoing the following rights:

1. To control the executive and administrative management of the Borough government and its properties and facilities and the activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make reasonable rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts as well as duties to decide the number of employees needed for any particular time and

to be in sole charge of the quality and quantity of the work required.

3. To make such reasonable rules and regulations as management may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized, except as such rules and regulations contradict the collective bargaining agreement.

4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Borough.

5. To suspend, demote, discharge or take any other appropriate disciplinary actions against any employee.

6. To lay off employees for other valid reasons as determined by the Borough.

SECTION B. Nothing contained herein shall prohibit the Borough from contracting out any work.

SECTION C. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, code of conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with their constitution and laws of New Jersey and of the United States.

SECTION D. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under N.J.S.A. 40A:11-1 et seq. or any national, state, county or local laws or regulations.

SECTION E. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Borough of any of its authorized managerial executives or supervisory personnel.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

SECTION A. A representative designated by the Association shall be permitted to discuss Association business after authorization is given by the Borough Superintendent or his designee (which authorization shall not be unreasonably withheld), provided that discussion will not interfere with the conduct of the Borough business, or with the duties of any of its employees.

SECTION B. Upon request, the Association President shall be granted a reasonable amount of time to process grievances provided there is no interference with the conduct of Borough business or with the duties of any of its employees.

SECTION C. No Association member or officer or job steward shall conduct any Association business on Borough time except as specified in this Agreement.

SECTION D. No Association meetings shall be held on Borough time unless specifically authorized by the Borough.

ARTICLE V

NON-DISCRIMINATION

SECTION A. The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, marital status, national origin or political affiliation.

ARTICLE VI

PROBATIONARY EMPLOYEE

SECTION A. Newly hired employees shall be considered probationary employees for a period of six (6) months from date of hire. During the probationary period, employees may be terminated at any time without recourse whatsoever. Any continuous service as a full time temporary employee shall be credited as probationary status when an employee is transferred to a permanent position.

SECTION B. Any increase in pay or benefits included in this contract shall not become effective for a probationary employee until after such employee has successfully completed the probationary period and shall not be retroactive.

SECTION C. Upon completion of the probationary period, the employee's seniority shall be effective as of the original date of employment.

SENIORITY

SECTION A. Seniority is defined for purposes of this Agreement as the length of continuous service with the Borough from date of last hire.

SECTION B. Seniority will be utilized in determining lay-offs and recalls provided the employee has the ability to perform the remaining work.

ARTICLE VII

HOURS

SECTION A. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement shall consist of eight (8) hours per day and forty (40) hours per week, scheduled hours to be determined by the DPW Superintendent.

SECTION B. Employees shall be entitled to one fifteen (15) minute coffee break in the morning and one fifteen (15) minute coffee break in the afternoon, such breaks to be taken at times that do not interfere with work in progress.

ARTICLE VIII

OUTSIDE EMPLOYMENT AND ACTIVITIES

SECTION A. Employees shall be entitled to engage in any lawful activities and obtain any lawful work while off-duty, subject to limitations of this Agreement.

SECTION B. It is understood that full-time employees will consider their position with the Borough as their primary employment. Any outside employment or activity must not interfere with the employee's efficiency in his position with the Borough and must not constitute any conflict of interest.

ARTICLE IX

MAINTENANCE OF OPERATIONS

SECTION A. The Association hereby covenants and agrees that during the term of the Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Borough. The Association agrees that such action would constitute a material breach of this Agreement.

SECTION B. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Borough and that the Association will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and to take such other steps as may be necessary under the circumstances to bring about compliance with the Association order.

SECTION 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 in law or in equity for injunction or damages, or both, in the event of such breach of the Association or its members.

ARTICLE X

GRIEVANCE PROCEDURE

SECTION 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 term and conditions of employment under this Agreement.

SECTION B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department or Borough as described in Article II.

SECTION C. The term "grievance" as used herein means an appeal from the interpretation, application or violation of the terms and conditions of this Agreement only.

SECTION D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by the Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: The aggrieved or the Association shall institute action under the provisions hereof within five (5) work days after the event and an earnest effort shall be made to settle the difference between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act by the aggrieved within said five (5) work days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) work days of the initial discussion with the immediate supervisor, the employee or the Association may present the grievance in writing within five (5) work days thereafter to the immediate supervisor or his designated representative. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the application Section of this contract violated and the remedy requested by the grievant. The immediate supervisor or his designated representative will answer the grievance in writing within five (5) work days of receipt of the written grievance.

Step Three: If the Aggrieved wishes to appeal the decision of the Borough Superintendent or Assistant Borough Superintendent, such appeal shall be presented in writing to the Commissioner of Public Works for the Borough Council within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Borough Council shall respond in writing within thirty (30) calendar days of the submission.

Step Four: Within five (5) work days of the Borough Council's decision, the Association may apply to the Public Employment Relations Commission (PERC) for final and binding arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the Association will send notice to the employer of its application for arbitration.

a. The decision of the arbitrator shall be in writing and shall include the reasons for such decision.

b. The decision of the Arbitrator shall be final and binding upon the employer, the Association and the employee.

c. The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

d. The costs for the services of the arbitrator shall be borne equally by the Borough and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

e. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

SECTION E. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision 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 in writing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XI

DISCIPLINE AND DISCHARGE

SECTION A. The Borough retains its rights and responsibilities to discharge, suspend or discipline any employee for just cause.

SECTION B. Employees who are discharged or suspended shall be notified in writing of such action and the reason therefor, with a copy mailed to the local Association office within five (5) working days from the time of disciplinary action taken.

SECTION C. Employees who are discharged shall be paid in full for all wages and benefits (such as unpaid vacation accrued) due them by the Borough.

SECTION D. A discharged, suspended or otherwise disciplined employee may appeal such action by the Borough through the Association in accordance with the Grievance Procedure.

SECTION E. The time for the processing of a grievance concerning the subject matter noted in this Article shall commence upon transmitting the notice provided for in Section B above to the employee who is disciplined or discharged.

ARTICLE XII

WAGES

Section A. The compensation to be paid to the members of the Association hired prior to January 1, 1989 shall be as follows:

1.) Laborer - Fifth Class The sum of \$21.58 per hour;
Duration - at least three
years.

2.) Laborer - Sixth Class The sum of \$22.82 per hour;
Based on skill and merit and
upon recommendation of the
Borough Superintendent

SECTION B. The compensation to be paid to the members of the Association hired after January 1, 1989 shall be as follows:

1.) Laborer - Probationary
Duration - one (1) full year The sum of \$12.94 per hr.

2.) Laborer - First Class

Duration - Beginning second
year thru completion of
3rd year.

The sum of \$15.10 per hr.

3.) Laborer - Second Class

Duration - Beginning fourth
year thru completion of
5th year

The sum of \$17.27 per hr.

4.) Laborer - Third Class

Duration - Beginning sixth
year thru completion of
7th year

The sum of \$19.42 per hr.

5.) Laborer - Fourth Class

Duration - Beginning eighth
year thru completion of
9th year

The sum of \$20.50 per hr.

- | | |
|--|---|
| <p>6.) Laborer - Fifth Class</p> <p>Duration - The tenth year
of service and subsequent
years.</p> | <p>The sum of \$21.58 per hr.</p> |
| <p>7.) Laborer - Sixth Class</p> <p>Based on skill and merit
and upon recommendation of
the Borough Superintendent</p> | <p>The sum of \$22.82 per hr.</p> |
| <p>8.) Part-Time Help - based on
skill and merit and upon
the recommendations of
the Borough Superintendent</p> | <p>Not less than the minimum wage
per hour nor more than the sum of
\$16.00 per hour.</p> |

SECTION C. The hourly wages for each member of the Association under the provisions of this Article shall be established by Resolution of the Mayor and Council of the Borough of Spring Lake and upon the recommendations of the Borough Superintendent.

SECTION D. The percentage wage increases for all present full-time employees who were members of the Borough workforce on April 1, 1995 shall be 4.5% for 1995 (as already reflected in Section A. and B.), 4.5% for April 1, 1996 and 4.5% for April 1, 1997 thru March 31, 1998.

SECTION E. The Borough retains the right to hire a new employee with special skills to fill a particular need at a rate higher than the starting rate for a new employee, not to exceed the pay of Laborer-Fifth Class. The Borough shall give due consideration to any present employee who wants to apply for such a position.

Payment of the wages set forth in Sections A and B of this Article XII shall commence upon passage of the proper Ordinance by the Borough of Spring Lake.

ARTICLE XIII

LONGEVITY

Section 1. Each employee covered by this Agreement shall be paid in addition to and together with his annual salary an annual longevity allowance according to the following schedule:

<u>Years of Service</u>	<u>Longevity Payment</u>
(a) Less than five (5) years of continuous service	None
(b) From five (5) years to less than ten (10) years of continuous service	3% of base salary Up to \$1,289.18
(c) From ten (10) years to less than fifteen (15) years of continuous service	6% of base salary Up to \$2,832.78
(d) From fifteen (15) years to less than twenty (20) years of continuous service	9% of base salary Up to \$4,088.44

ARTICLE XIV

OVERTIME

SECTION A. It is recognized that the needs of the Borough may require overtime work beyond the employee's standard daily or weekly schedule and that the jobs involved must be adequately staffed by qualified employees working on an overtime basis.

SECTION B. Overtime shall be paid for all work performed in excess of the standard work day and week as defined in Article VII, Section A, except call-out which shall be administered as per past practice, at the rate of one and one-half (1 1/2) times the computed hourly rate whether in pay or compensatory time off.

SECTION C. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Borough Superintendent. The reasons for the granting of overtime shall be noted on the time report and certified by the Borough Superintendent.

SECTION D. Working hours and daily schedules of employees will be arranged to fit the needs of the Borough. There is no guarantee of hours employees will be required to work overtime and during non-scheduled periods when the necessities of the Borough demands such work. In administering the requirement to work overtime, the Borough will make a reasonable effort to excuse employees who have personal commitments. This will not reduce the

employee's obligation to work overtime when assigned.

SECTION E. The amount of overtime and the schedule for working such overtime shall be established by the Borough and employees shall work such overtime as scheduled unless excused by the Borough. Failure to report for overtime when assigned shall subject the employee to disciplinary action.

SECTION F. The opportunity to work overtime will be distributed as evenly as practicable among employees normally engaged in the work involved with reference to the seniority list. Wherever practicable and possible, employees will be given a reasonable amount of notice when they are required to work regular overtime.

SECTION G. In the event of an "emergency" as defined solely by the Borough Superintendent, the Borough may first utilize employees residing in the Borough or close proximity to the Borough.

SECTION H. In the event of an overtime assignment where no one volunteers to do the work, the Borough agrees to start at the bottom of the seniority list and work up to the most senior employee.

SECTION I. The Borough retains the right in its discretion to call out employees with special skills to perform overtime tasks.

ARTICLE XV

ARTICLE XV

HEALTH BENEFITS

SECTION A. For the term of this agreement the Borough shall continue to provide hospitalization insurance coverage, major medical insurance, dental and prescription drug coverage for employees and their families.

SECTION B. In order to reduce increasing costs of providing health benefits, the Borough has the right to change insurance carriers or institute a self-insurance program as long as the same or substantially similar benefits are provided.

SECTION C. Effective April 1, 1995 each employee and/or eligible dependents shall receive up to \$250.00 reimbursement for eyeglasses and examinations upon presentation of verified bills. The total entitlement shall be \$250 per family per year.

ARTICLE XVI

CLOTHING ALLOWANCE

SECTION A. The members of the Association shall receive an annual clothing allowance according to the following schedule:

April 1, 1995	\$300.00
April 1, 1996	\$350.00
April 1, 1997	\$400.00

The clothing allowance shall be paid by voucher when submitted to the Borough. The above sum may be used only for the purchase of clothing.

ARTICLE XVII

VACATIONS

Annual vacations with pay are authorized for the members of the Association:

SECTION A. Employees with less than one (1) year of continuous service from the date that full employment commenced shall not be entitled to any vacation time.

SECTION B. Upon the completion of one (1) year of continuous service, i.e. on the first anniversary date after the date that full employment commenced, members shall be entitled to five (5) working days vacation.

SECTION C. Upon the completion of two (2) years of continuous service and extending thereafter to and including the completion of six (6) years of continuous service, i.e. on the second through the sixth anniversary dates after the date that full employment commenced, members shall be entitled to ten (10) working days vacation.

SECTION D. Upon the completion of seven (7) years of continuous service and extending thereafter to and including the completion of fourteen (14) years of continuous service, i.e. on the seventh through the fourteenth

anniversary dates after the date that full employment commenced, members shall be entitled to fifteen (15) working days vacation.

SECTION E. Upon the completion of fifteen (15) years of continuous service and extending thereafter to and including subsequent anniversary dates during the period of continuous employment, i.e. on the fifteenth and on each subsequent anniversary date after the date that full employment commenced, members shall be entitled to twenty (20) working days vacation.

SECTION F. Upon completion of twenty-one (21) years, members of the Association shall be entitled to twenty-one (21) days vacation.

Upon the completion of twenty-two (22) years, shall be entitled to twenty-two (22) days vacation.

Upon the completion of twenty-three (23) years, shall be entitled to twenty-three (23) days vacation.

Upon the completion of twenty-four (24) years, shall be entitled to twenty-four (24) days vacation.

Upon the completion of twenty-five (25) years, shall be entitled to twenty-five (25) days vacation.

SECTION G. Effective January 1, 1993 members of the Association may carry over up to five (5) unused vacation days provided such vacation days are used no later than March 31 of the year following the year in which they were earned.

ARTICLE XVIII

HOLIDAYS

SECTION A. The following days will be considered as holidays with all borough offices closed with the exception of police headquarters and the beach offices, and all normal operations will be suspended.

- 1.) New Year's Day - January 1
- 2.) Presidents' Day - When nationally observed.
- 3.) Good Friday - Date varies
- 4.) Memorial Day - May 30 (or when nationally observed)
- 5.) Independence Day - July 4
- 6.) Labor Day
- 7.) Columbus Day - 2nd Monday in October
- 8.) Veteran's Day - November 11
- 9.) Thanksgiving Day - Fourth Thursday in November

10.) Friday after Thanksgiving

11.) Christmas Day - December 25

SECTION B. Holidays falling on Sunday are observed the following day.
Holidays falling on Saturday are observed the preceding day.

SECTION C. If, in order to maintain certain services, an employee must work any one of the above listed holidays, he or she shall be allowed an equal amount of time off as near to the holiday as can be arranged by the employee and the department head.

SECTION D. Unused holidays are not carried over from year to year.

ARTICLE XIX

SICK LEAVE

SECTION A. Sick leave shall be determined as set forth in the Code of the Borough of Spring Lake currently in effect (see Section 60-4). Employees hired after January 1, 1989 shall receive the following.

1. O - completion of one year 5 days

2. completion of one year thru
 completion of two years 7 days

3. completion of two years thru
 completion of three years 9 days

4. completion of three years thru
 completion of four years 11 days

5. completion of four years forward 15 days

SECTION B. If an employee is absent from work for reasons that entitle him to sick leave, the DPW Superintendent, or his designated representative, shall be notified as early as possible. Failure to notify may be cause of denial of the use of sick leave for that absence and may

constitute cause for disciplinary action.

SECTION C. The Borough may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. If the Borough orders the employee to a physician designated by the Borough, all costs shall be paid by the Borough.

SECTION D. During protracted periods of illness or disability of an employee, the Borough Superintendent may require interim reports on the condition of the patient at weekly or bi-weekly periods, from the attending physician and/or a Borough physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

SECTION E. No employee shall be allowed to work or endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Borough Superintendent may direct the employee to a physician designated by the Borough for an opinion as to the eligibility of the employee to be absent from work.

SECTION F. Sick leave with pay shall not be allowed under the following conditions.

1. When the employee, under medical care, fails to carry out orders of the attending physician.

2. When an employee does not report to the physician designated by the Borough, as ordered.

3. When the Borough Superintendent is unable to contact the employee. Mere phone calls do not fulfill this subsection.

4. The provisions of Paragraph F. are applicable only after the third consecutive day of illness.

SECTION G. The recommendation of the Borough medical physician as well as that of the attending physician as to the justification for the absence from duty on account of disability or illness or the fitness of the employee to return to duty shall be considered by the Borough Superintendent. The Borough Superintendent reserves the right in such cases where there is a difference of professional opinion between the Borough physician and the personal physician, to require the employee to submit to an examination by a third doctor, which costs will be borne by the Borough.

SECTION H. In charging an employee with sick leave, the smallest unit to be considered is one-half ($\frac{1}{2}$) working day.

SECTION I. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be

normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

SECTION J. Habitual absenteeism or tardiness may be cause for disciplinary action.

SECTION K. Any employee who calls in sick and engages in outside employment shall be subject to disciplinary action which may include discharge.

SECTION L. In the event that an employee is eligible to receive state or federal disability payments including Social Security, sick leave will be reduced to a rate such that the combination of sick leave and disability payments will equal the employee's normal compensation until sick leave is exhausted. As a prerequisite to receiving any benefits under this Article, an employee will be required to apply for state or federal disability benefits including Social Security, and to furnish proof of such application to the Borough, along with proof of receipt or denial of such benefits.

SECTION M. In all cases of reported illness or disability of less than three (3) days duration which does not require hospitalization, the employee shall remain at his local residence, except to visit a doctor, go to a drug store or obtain necessities. Absence from his residence without prior notification shall be cause for disciplinary action, which may include

discharge.

SECTION N. Unused sick leave may be accumulated. Effective January 1, 1992 and for the term of this Agreement all employees who retire with twenty-five years of continuous service to the Borough shall receive fifty (50%) percent of accumulated days up to \$100 per day with a cap of 75 days per employee. All employees with 20 years of continuous service to the Borough shall receive fifty percent of accumulated days up to \$100 per day with a cap of 60 days per employee. All employees with 15 years of continuous service to the Borough shall receive fifty percent of accumulated days up to \$100 per day with a cap of 45 days per employee. All employees with 10 years of continuous service to the Borough shall receive fifty percent of accumulated days up to \$100 per day with a cap of 30 days per employee. Said payment for members of the Association who retire shall be collected solely upon retirement.

WORK INCURRED INJURY

SECTION A. Absent extenuating circumstances, employees who are injured whether slightly or severely, while working, should advise the Superintendent within eight (8) hours of the incident. If no supervisor is available, the employee shall contact the Borough Hall.

SECTION B. An employee while on Injury Leave may not be engaged in any outside employment without prior permission of the Borough. Such conduct shall subject the employee to disciplinary action which may include discharge.

SECTION C. Where an employee suffers a work-connected injury or disability, the Borough shall continue such employee with full pay during the continuance of such employee's inability to work for a period of up to a maximum of one (1) year. During this period of time, all temporary weekly disability benefits accruing under the provisions of the Workers' Compensation Act shall be paid over to the Borough.

SECTION D. The employee may be reasonably required, from time to time, to present evidence by a certificate of a physician that he is unable to work.

ARTICLE XX

PERSONAL DAYS

SECTION A. Employees hired prior to January 1, 1992 shall be entitled to three (3) personal days. Employees hired after January 1, 1992 shall receive personal days as follows:

1. 0 - completion of one year - 1 day

2. completion of one year thru
completion of four years - 2 days

3. after completion of four (4) years - 3 days

SECTION B. It is understood that the Borough Superintendent may not require or evaluate the reasons for the personal day. The only justification for its denial shall be emergent problems in the department.

SECTION C. Unused personal days are not carried over from year to year.

SECTION D. If possible, members of the Association shall give forty-eight (48) hours notice to the Borough Superintendent.

ARTICLE XXI

FUNERAL LEAVE

SECTION A. Members of the Association shall be granted time off without loss of regular straight time pay not to exceed three (3) calendar days in the event of death in his immediate family from the day of death or day of funeral. Notice of such absence shall be given to the Borough Superintendent as soon as possible, preferably before the employee's starting time of the first of intended absence.

SECTION B. The term "immediate family" as used in this Article shall mean father, mother, husband, wife, brother, sister, children, grandparents, grandchildren, mother-in-law and father-in-law.

SECTION C. The Borough may require reasonable proof of such death.

SECTION D. The Borough Superintendent may grant more than three (3) calendar days if in his sole discretion it is warranted (i.e. death out of State). Employees must receive prior approval before taking this additional time off.

ARTICLE XXII

FULLY-BARGAINED AGREEMENT

SECTION A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

SECTION A. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, only to the extent that any may be so in violation shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions on the remainder of any clause, sentence or paragraph in which offending language may appear.

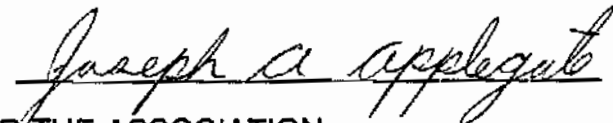
ARTICLE XXIV

DURATION OF AGREEMENT

This agreement shall be in full force and effect as of April 1, 1995, and shall remain in effect to and including March 31, 1998, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party of the other gives notice, in writing, no sooner than one hundred fifty (150) nor no later than one hundred twenty (120) days prior to March 31, 1998 of the desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Borough of Spring Lake, New Jersey on _____.


FOR THE BOROUGH


FOR THE ASSOCIATION

April 27, 1995
DATE

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