

AGREEMENT

BETWEEN

BOROUGH OF SEA GIRT

AND

SEA GIRT PUBLIC WORKS ASSOCIATION

JANUARY 1, _____ THROUGH DECEMBER 31, _____

**LAW OFFICES OF:
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PREAMBLE

THIS AGREEMENT, entered into this _____ day of _____ 1997 by and between the BOROUGH OF SEA GIRT in the County of Monmouth, a Municipal Corporation of the State of New Jersey (hereafter referred to as the “Borough” or “Employer”) , and the SEA GIRT PUBLIC WORKS ASSOCIATION (hereafter referred to as the “Association”) represents the complete and final understanding on all bargainable issues between the Borough and the Association.

ARTICLE I

RECOGNITION

A. The Borough hereby recognizes the Association as the exclusive representative for collective negotiations for all Department of Public Works (“DPW”) employees, including road repairmen, sanitation men, and truck drivers, employed in the Borough, excluding all beach personnel and seasonal employees, the 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

MANAGEMENT RIGHTS

A. 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 Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of or foregoing the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities and 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. The right of management to make such reasonable rules and regulations as it 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; and to promote, transfer, assign or retain employees in positions within the Borough.

5. To set rates of pay for temporary, seasonal employees.

6. To suspend, demote, discharge or take any other appropriate action against any employee for good and just cause according to law.

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

8. To lay off employees by seniority and/or ability to do the work in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, codes 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 the Constitution and Laws of New Jersey and of the United States.

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

D. 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 or any of its authorized managerial executives or supervisory personnel.

ARTICLE III

ASSOCIATION BUSINESS

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

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

B. A representative designated by the Association shall be permitted to discuss Association business after authorization is given by the Borough, 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.

C. Upon request, shop stewards 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.

ARTICLE IV
DISCRIMINATION

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

ARTICLE V

MAINTENANCE OR WORK OPERATIONS

The Association hereby covenants and agrees that during the term of this 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.

A. 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.

B. 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 VI

OVERTIME

A. Overtime shall be paid for all work performed in excess of the standard work day except call-out, which shall be administered as per past practice at the rate of one and one-half (1 ½) times the computed hourly rate, except comp time, on an hour-for-hour basis should overtime money be exhausted prior to the end of the year.

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

C. 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 nonscheduled periods when the necessities of the Borough demand 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.

D. 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.

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 immediate disciplinary action.

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. Refusal to work overtime shall count as overtime for determining equalization of overtime.

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

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.

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

J. Any employee who is called out shall be entitled to a minimum pay of two hours.

ARTICLE VII

VACATIONS

A. Vacation Schedule - All Employees:

- | | | |
|----|---|-----------------------|
| 1. | Six (6) months to one year | 1 week |
| 2. | Completion of one (1) year through completion of five (5) years | 2 weeks
and 2 days |
| 3. | Completion of five (5) years through completion of ten (10) years | 3 weeks |
| 4. | Completion of ten (10) years forward | 4 weeks |

B. All vacation time shall be used in the current year, and shall not be accumulated without the prior approval of the DPW Council person and further subject to any special provisions that the DPW Council person in his sole discretion determines to be in the best interests of the Borough.

C. It is the policy of the Borough that each employee take advantage of the authorized vacation periods for reasons of health, rest, relaxation and pleasure and, thus, extra compensation in lieu of vacation shall not be allowed unless prior authorization is obtained from the Borough.

D. When an employee requests permission to use an individual vacation day or part thereof, such requests shall be granted at the discretion of the Department Head.

E. A vacation period of one work week must be taken at one time. Vacation periods of more than one work week may be taken in consecutive weeks upon approval by the Supervisor or, in the case of a Supervisor, upon the approval of the Councilman in charge of the Department. However, vacation periods of two, three, or four work week periods may, at the option of the employee, be divided into weekly periods.

F. The time of the year of the vacation shall be determined by the Department Head

with due regard for the wishes of the employee and with particular regard for the needs of the Department. Insofar as possible, the employee with the longest continuous service shall have preference in the assignment of vacation periods.

G. Vacations shall be so scheduled as to obviate the need for temporary increases in personnel. Schedules shall be subject to any adjustments necessary for the best interest of the Department. No changes in vacation schedules shall be permitted by the employees, except by permission of the head of the Department. All requests shall be submitted in writing by April 1st of the calendar year in which the vacation is to be taken.

H. No refund of vacation time shall be allowed for illness incurred while on vacation leave.

I. Any employee who is on an unpaid leave of absence shall have his vacation leave for the year pro-rated for the time absent.

J. Each DPW employee shall be entitled to one floating day with pay each year, without deduction from any other leave time permitted, providing the Employee has notified the Superintendent at least three days in advance. If less than three days' notice is given, it shall be at the discretion of the Superintendent as to whether such leave is granted. Provided further, however, that the Superintendent shall grant such leave only if, in the exercise of reasonable discretion, he determines that there are sufficient personnel to operate the Department. This shall be compensated as straight time.

ARTICLE VIII

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to a contagious disease requiring isolation.

B. All employees with more than one year of service shall be eligible for twelve sick days per year. Absences on a day immediately preceding or following regular days off or a holiday shall be charged as two days' absence subject to the sole discretion of the DPW Council person.

C. An employee who has been absent on sick leave for two or more consecutive work days will be required to submit acceptable medical evidence substantiating the illness. The appointing authority 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.

1. In all cases of reported illness or disability suffered by an employee, the Borough reserves the right to send a medical physician to examine the report on the condition of the patient to the Department Head.

D. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician and/or a Borough medical 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.

B. The rules which follow apply to the payment of salaries during periods of illness or disability of regular, permanent full-time employees. Permanent part-time, temporary and seasonal employees are not entitled to compensation for such absences.

F. No employee shall be allowed to work and endanger the health and well-being of other employees. If the employee's condition warrants, the employee may be directed to take sick leave. The supervisor may direct the employee to the Borough medical physician for an opinion as to the eligibility of the employee to be absent from work.

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

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

2. When, in the opinion of the Borough medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions contrary to the code of conduct.

3. When, in the opinion of the Borough medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Borough medical physician.

5. When the supervisor is unable to contact the employee.

H. 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 of the fitness of the employee to return to duty shall be considered by the DPW Council person. The DPW Council person reserves the right, in such cases where there is a difference of professional opinion between the Borough medical physician and the personal physician, to require the employee to submit to an examination by a third doctor.

I. In charging an employee with sick leave, the smallest unit to be considered is one-half of a working day.

J. Sick leave shall not be allowed for such things as ordinary dental care or 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.

K. If an employee is absent from work for reasons that entitle him to sick leave, the Superintendent or designee shall be notified as early as possible, but no later than one hour prior to the start of the scheduled work shift from which he is absent. Failure to so notify the Department Head or designee may be cause for disciplinary action. An employee who is absent for two consecutive days or more and does not notify his Department Head or some other responsible representative of the Borough on any of the first two days will be subject to disciplinary action.

L. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge subject to the grievance procedure.

M. Unused personal days will be credited to an employee's sick time days allowed at the end of the calendar year.

ARTICLE IX

INSURANCE

A. Any employee hired after January 1, 1994 shall be entitled to full family coverage. The employee shall pay fifty percent of the dependent coverage. The Borough shall continue to pay the entire premium cost for the employee and fifty percent of the dependent premium.

B. 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.

C. The Borough will provide dental insurance coverage which will cover the employee and his immediate family under the existing Delta Dental Plan of New Jersey Inc. policy.

ARTICLE X

PERSONAL BUSINESS DAYS

A. Employees covered under this Agreement shall be allowed four personal leave days annually, with the approval of the Superintendent.

B. A personal day application shall, except in cases of emergency, be made at least three (3) work days prior to the personal day to be taken.

C. A new employee must have a minimum of two years' service credit within the calendar year before he is eligible for this benefit for the same calendar year.

D. Temporary employees and part-time employees are not eligible for this benefit,

E. Such leave shall not accumulate from year to year, but unused personal days will be credited to an employee's sick days at the end of the calendar year.

ARTICLE XI

HOLIDAYS

A. All employees shall receive credit for a day off for the following twelve holidays. Employees who work any of these holidays shall receive double time pay (including regular pay and time and one-half) for the number of hours worked.

- | | |
|--------------------------|----------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Lincoln's Birthday | 8. Columbus Day |
| 3. Washington's Birthday | 9. Veteran's Day |
| 4. Good Friday | 10. Thanksgiving Day |
| 5. Memorial Day | 11. Day After Thanksgiving |
| 6. Independence Day | 12. Christmas Day |

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

C. If an employee is on a leave of absence or has an unexcused absence the day before or after the holiday, the employee is not eligible to receive holiday pay. With the approval of the DPW Council person, any holidays which occur during a vacation will be added to the vacation period. The employee must work the day before and the day after in order to be paid.

D. Any employee who is on a leave of absence (i.e., injury leave or Workers' Compensation) shall not be eligible for paid holidays which fall during the employee's leave of absence.

ARTICLE XII

JURY LEAVE

A. A regular full-time 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 the daily rate of base pay (up to a maximum of eight hours) and the daily jury fee, subject to the following conditions:

1. The employee must notify his DPW Council person immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. The employee is attending jury duty during vacation and/or other time off from Borough employment.
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

ARTICLE XIII

LEAVE OF ABSENCE

A. Any employee may request a leave of absence without pay, not to exceed thirty continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor, who will append his recommendations and forward the request to the Borough Council. The Council will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any request for an extension of time shall be at the discretion of the Council. Such leave of absence shall not be deemed to be a part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence. Holidays occurring at the beginning or at the end of an excused leave of absence are part of the absence if the employee is not available for work.

B. If leave is granted, an employee will be entitled to his old position provided he is capable of performing the work.

C. While on such leave, an employee shall not accumulate additional seniority but will not forfeit existing seniority.

ARTICLE XIV

WORK INCURRED INJURY

A. Employees who are injured, whether slightly or severely, while working must make an immediate report within eight hours thereof to their Department Head or supervisor, absent extenuating circumstances. If no supervisor is available, the employee shall contact the Police Department.

B. An employee while on injury leave may not be engaged in any outside employment. Such conduct shall lead to disciplinary action.

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 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.

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 XV

MILITARY LEAVE

A. The Borough agrees to provide all employees with military leave in accordance with federal and state statutes.

ARTICLE XVI

DEATH IN THE IMMEDIATE FAMILY

A. Permanent employees shall be granted time off without loss of regular straight time pay not to exceed three calendar days in the event of death in their immediate family from the day of death or day of funeral. Notice of such absence shall be given to the Department Head as soon as possible, preferably before the employee's starting time of the first intended absence.

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

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

D. The Department Head may grant more than three 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 XVII

SENIORITY

A. Newly hired employees shall be considered probationary employees for a period of one year from date of hire. During the probationary period, employees may be terminated at any time without any 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.

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

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

D. Seniority will be utilized in determining layoffs and recalls provided the employee has the ability to perform the remaining work.

ARTICLE XVIII

BULLETIN BOARD

A. One bulletin board shall be made available by the Borough at each department location.

B. This bulletin board may be utilized by the Association for the purpose of posting Association announcements and other information of a non-controversial nature. The Department Head or designee may have removed from the bulletin board any material which does not conform with the intent and provisions of this Article.

C. All bargaining unit promotional opportunities and vacancies will be posted on the aforementioned bulletin board. Bargaining unit personnel will be given the opportunity to apply for such promotional opportunities and vacancies.

ARTICLE XIX

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 term and conditions of employment under this Agreement.

B. Nothing 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.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or group of employees from the interpretation, application or violation of the terms and conditions of this Agreement only. With regard to the Borough, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement only.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this 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 calendar days after the event giving rise to the grievance has occurred. An earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five calendar days of the initial discussion with the immediate supervisor, the employee or the Association may present the grievance in writing within five calendar days thereafter to the immediate supervisor or

designee. The written grievance at this step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable section of this Agreement violated, and the remedy requested by the grievant. The immediate supervisor or designee will answer the grievance in writing within five calendar days of receipt of the written grievance.

Step Three: If the aggrieved wishes to appeal the decision of the DPW Council person, such appeal shall be presented in writing to the Borough Council within five calendar 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 days of the submission.

Step Four: Within five calendar 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 shall send notice to the Employer of its application for arbitration.

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

2. The decision of the arbitrator shall be final and binding upon the Employer, the Association and the employee.

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

4. 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.

5. 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.

E. Upon prior notice and with the authorization of the DPW Council person, one designated Association representative shall be permitted as a member of the Grievance Committee to confer with employees and the Borough on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Borough of Sea Girt or require the recall of off-duty employees.

F. 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 a 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 to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

ARTICLE XX

PENSIONS

In accordance with the New Jersey Statutes and Borough Ordinances, the present pension plan, the Public Employees Retirement System, will be continued for the life of this Agreement.

ARTICLE XXI

DISCIPLINE AND DISCHARGE

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

B. Employees who are discharged or suspended shall be notified in writing of such action and the reason therefore, with a copy mailed to the local Association office within five working days from the time of discharge.

C. Employees who are discharged shall be paid in full for all wages due them by the Borough.

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

E. The time for the processing of a grievance concerning the subject matter noted in this Article shall commence upon receipt of the notice provided for in Section B above by either the grievant or the Association.

ARTICLE XXII

WAGES AND CLOTHING

A. Salary Steps:

0-2 years of service	\$9.50 per hour
3 rd year of service	\$11.00 per hour
4 th year of service	\$12.50 per hour
5 th year effective 4/1/97	\$13.75 per hour
6 th year effective 4/1/98	\$15.00 per hour

B. Effective January 1, 1994 for the 5th year of service or beyond, employees shall receive 4.5% above the 1993 salaries.

C. Effective April 1, 1997, employees shall receive \$250.00 per year by voucher only to purchase the work clothes required by the Borough effective April 1999 the amount.

D. New employees are to have one year credited to them before a uniform allowance can be given to them.

E. The Borough retains the right to give a new employee additional salary guide credit to reflect other work experience.

F. It is specifically understood by the parties that no summer stipend is to be paid to sanitation employees.

G. Any employee who is required to apply for a New Jersey commercial driver's license will be entitled to reimbursement of the \$35 fee for such license.

ARTICLE XXIII

LONGEVITY

A. In addition to salary, employees shall receive longevity as follows:

Beginning 2nd year to 4th year

Beginning 5th year to 7th year

Beginning 8th year to 10th year

Beginning 11th year to 13th year

Beginning 14th year to 16th year

B. In no event shall any longevity pay be paid for less than a full year of employment or appointment. A “full year” is the twelve-month period between anniversary dates of employment or appointment. Said payment shall become effective as of the first pay period following the anniversary date of the respective employment or appointment. Continuous years of service shall be calculated.

ARTICLE XXIV

MISCELLANEOUS

A. Individuals who are employed by the Borough on the date of the signing of this Agreement shall not be required as a condition of employment to live within the Borough.

B. Upon separation from service, each full-time employee shall be entitled to one-half day's pay at the rate in effect at the time of separation for each unused sick leave day. Each employee shall give two months' notice of separation except in cases of emergency or by mutual agreement. All employees commencing service after January 1, 1981 shall receive upon separation one-half day's pay, at the rate in effect at the time of separation, for each unused accumulated sick day up to a maximum accumulation of one hundred fifty days.

ARTICLE XXV

SEPARABILITY MID SAVINGS

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, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXVI

FULLY BARGAINED AGREEMENT

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 XXVII

DURATION

This Agreement shall be in full force and effect from January 1, 1997 and shall remain in effect to and including December 31, 1999 without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one hundred fifty and no later than one hundred twenty days prior to the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals in the Borough of Sea Girt, State of New Jersey, on this _____ day of _____, 1997

SEA GIRT PUBLIC WORKS
ASSOCIATION

BOROUGH OF SEA GIRT

Mayor

ATTEST:

PATRICIA A. ALLEN, Clerk