

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 1/1/2009 thru 12/31/2010

Employer: Borough of Spring Lake Heights

County: Monmouth

Date: May 10, 2012

Name: Joseph Delaney
Print Name

Title: Borough Administrator / Clerk


Signature

AGREEMENT

BETWEEN

THE BOROUGH OF SPRING LAKE HEIGHTS

MONMOUTH COUNTY, NEW JERSEY

AND

THE SPRING LAKE HEIGHTS EMPLOYEES ASSOCIATION

January 1, 2009 through December 31, 2010

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE I - RECOGNITION.....	2
ARTICLE II - PRESENT ORDINANCES.....	2
ARTICLE III- HOLIDAYS	2
ARTICLE IV - SALARIES	3
ARTICLE V - COMPENSATION PAYMENTS	6
ARTICLE VI - HEALTH INSURANCE AND TEMPORARY DISABILITY	6
ARTICLE VII - OVERTIME	8
ARTICLE VIII - PERSONAL DAYS.....	9
ARTICLE IX - SICK DAYS	9
ARTICLE X - VACATION.....	9
ARTICLE XI - JOB DESCRIPTION	10
ARTICLE XII - WORKING HOURS	10
ARTICLE XIII – UNIFORM & SAFETY	10
ARTICLE XIV - NON-DISCRIMINATION	11
ARTICLE XV - FULLY-BARGAINED PROVISION	11
ARTICLE XVI - SEPARABILITY AND SAVINGS.....	12
ARTICLE XVII - ASSOCIATION RESPONSIBILITIES	12
ARTICLE XVIII - TERM AND RENEWAL	12

PREAMBLE

This Agreement made and entered into in Spring Lake Heights, New Jersey, this 12th day of May, 2010 between the **BOROUGH OF SPRING LAKE HEIGHTS**, a Municipal Corporation of the State of New Jersey, (hereinafter referred to as the "Borough" or "Employer") and the **SPRING LAKE HEIGHTS EMPLOYEE ASSOCIATION**, a non-profit association, (hereinafter referred to as the "Association"), and represents the complete and final understanding on all bargainable issues between the Borough and the Association, and is designed to maintain and promote a harmonious relationship between the Borough and such of its employees who are represented by the Association.

WITNESSETH

WHEREAS, the Parties have previously negotiated an understanding with respect to the employment relationship between them, and

WHEREAS, the Parties have now reached agreement with respect to a new Agreement for the period noted below; and

NOW THEREFORE, in consideration of the following mutual covenants and agreements, it is hereby agreed by and between the parties as noted below.

ARTICLE I
RECOGNITION

The Borough recognizes the Association as the exclusive Collective Bargaining representative for all employees of the Borough in its Department of Public Works and Parks, except for the DPW Superintendent, and in the Water-Sewer Utility Department of the Borough.

ARTICLE II
PRESENT ORDINANCES

Chapter 16 of the Personnel Policies and Practices and amendments thereto of the Code of the Borough of Spring Lake Heights shall be considered as part of this Agreement as though fully set forth herein, except as later sections of this Agreement shall provide.

ARTICLE III
HOLIDAYS

The following have been designated as paid holidays for all regular employees:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents' Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Day

ARTICLE IV

SALARIES

A. Noted below is the yearly salary schedule for all Public Work Laborers hired on or before January 1, 2007:

Minimum Salary	\$ 26,200.00
Step 2	\$35,282.59
Step 3	\$44,365.18
Step 4	\$53,447.77
Maximum Salary	\$62,530.36

B. Noted below is the yearly salary schedule for all Public Works Laborers hired on or after January 1, 2007 but before January 1, 2009:

Minimum Salary	\$ 26,200.00
Step 2	\$32,255.06
Step 3	\$38,310.12
Step 4	\$44,365.18
Step 5	\$50,420.24
Step 6	\$56,475.30
Maximum Salary	\$62,530.36

C. Noted below is the yearly salary schedule for all Public Works Laborers hired on or after January 1, 2009:

Minimum Salary	\$ 26,200.00
Step 2	\$29,833.04
Step 3	\$33,466.07
Step 4	\$37,099.11
Step 5	\$40,732.14
Step 6	\$44,365.18
Step 7	\$47,998.22
Step 8	\$51,631.25
Step 9	\$55,264.29
Step 10	\$58,897.32
Maximum Salary	\$62,530.36

Any payments which are reflected in the salary guide above previously made to employees in 2009 will be deducted from the retroactive salary increases to be paid by the Borough.

D. Noted below is the salary range for Public Works employees in this bargaining unit other than laborers:

	Minimum	Maximum
Head Maintenance Mechanic	\$ 33,000.00	\$75,175.00
Foreman/Sanitation	\$ 30,000.00	\$78,875.00
Foreman/Public Works	\$ 30,000.00	\$72,141.00
State License Operator - Utility	\$ 30,000.00	\$79,935.00
State License Operator (Interlocal Agreement)		\$ 2,000.00 (Stipend)
Asst. State Licensed Operator – Utility (differential)(Stipend)		\$5,320.00

E. Any employee who is qualified through applicable training, and has been assigned by the Superintendent of Public Works, to take 24 hour "On-Call" coverage for the Utility Department will be additionally compensated as set forth below. Compensation for Utility "On-Call" coverage will be paid on a weekly basis at the rate of three (3) hours of guaranteed overtime pay, based on the covering employee's normal rate of pay. The three (3) hours of overtime pay for the "On-Call" week will be paid regardless of whether the employee is called out or not. Should the "On-Call" Utility employee be called out within the assigned "On-Call" week, additional overtime will only be paid for hours worked in excess of the three (3) guaranteed overtime hours. Utility "On-Call" coverage will be scheduled by the Superintendent of Public Works on a weekly basis, from Monday through Sunday. The designated "On-Call" Utility employee must be accessible via cell phone and be available to return to the Borough after regular working hours to respond to Utility Emergencies.

F. In the event an employee depletes his credited and banked sick time, the employee may, at his option, and after prior consultation with and approval by the DPW Superintendent, elect to charge the excess time against credited vacation or personal time.

G. Longevity Payment Plan.

1 For employees hired prior to January 1, 2009, the Longevity Payment Plan shall be awarded to full-time regular employees for years of continuous service computed from their start date. An employee shall qualify annually on the anniversary of his/her employment and the following rates shall be paid:

(a) At least five (5) years service – 3% of base pay.

(b) At least ten (10) years service – 6% of base pay.

(c) At least fifteen (15) years service – 9% of base pay.

- 2 After the effective date of January 1, 2009, no newly hired full-time regular DPW employee shall be entitled to receive any employee benefit pertaining to a longevity payment plan.

H. Each employee covered under this Agreement shall receive a 1.5% increase in their salary for the 2009 calendar year. The same is already reflected in Article III outlining the salary schedules. There will be no salary increase in 2010.

ARTICLE V

COMPENSATION PAYMENTS

All compensation, including those eligible for longevity, will be paid bi-weekly. Salaries will be paid every other Friday. Should any pay Friday be a bank or Borough holiday, the checks for that date will be available to Borough employees covered by this Agreement on the business day next preceding the holiday.

ARTICLE VI

HEALTH INSURANCE AND TEMPORARY DISABILITY

A. Health and hospital insurance provided by the Borough shall be through the insurance program of the New Jersey State Health Benefits Plan, or some other equivalent plan.

B. Any employee covered under this Agreement who waives health insurance coverage will receive a lump sum payment of \$2,000.00 per year, pro-rata for the number of months such waiver is in effect.

C. Effective in calendar year 2010 and for each calendar year thereafter, employees receiving health insurance shall be required to contribute \$350.00 annually to the Borough for said health insurance. Said monies shall be deducted on an equal basis from the employee's paycheck which shall not be in addition to any future state mandated health insurance contribution.

D. Employees/family covered under this Agreement shall be entitled to an eye glass program for an annual expenditure of \$300.00.

E. Employees covered by this Agreement shall receive dental coverage through the State Health Benefits Plan or some other equivalent plan.

F. Effective with the date of this Agreement, employees shall be entitled to retiree Employee and Spouse health insurance only, not family health coverage, at Borough expense from the time they leave the employ of the Borough until the employee reaches the age of 65 and/or the employee becomes eligible for Medicare if all of the following conditions are met:

1. The employee is at least 55 years of age as of the date of departure from the Borough ✓
2. The employee has at least 10 years of service with the Borough as of the date of departure from the Borough. ✓
3. The employee has at least 25 years of service time in the Public

Employees Retirement System as of the date of departure from the Borough.

4. The Employee has and continues to have no other available coverage either from its spouse or from any other employment source.
5. The employee accepts in writing that the retiree health insurance which will be provided by the Borough shall be the same health insurance provided by the Borough to the members of this bargaining unit, and, accordingly, will be subject to change as the health insurance benefits for "current" employees in this bargaining unit may change in the future.
6. The employee accepts in writing that the Borough will pay only up to the cost of health insurance coverage that was charged at the time of the employee's retirement date. The employee will pay any premium increases. In addition, at no time will the Borough's contribution to the cost of the former employee's health insurance exceed \$20,000.00 per year, regardless of the annual premium as of the date of the former employee's retirement.
7. The former employee shall not be entitled to any benefits under this section of the Agreement once they reach 65 years of age.

This provision shall not apply to employees hired on or after January 1, 2009.

ARTICLE VII

OVERTIME

Overtime earned by an employee shall be paid at a rate of time and one-half in the employee's next regular paycheck.

ARTICLE VIII

PERSONAL DAYS

Each employee covered under this Agreement shall receive five (5) personal days with pay. Personal days cannot be carried forward from year to year.

ARTICLE IX

SICK DAYS

A. Each employee hired prior to January 1, 2009 will be entitled to 10 sick days as provided in Chapter 16 of the Personnel Policies and Practices and amendments thereto of the Code of the Borough of Spring Lake Heights.

B. Any employee hired after January 1, 2009 shall not be entitled to reimbursement for any banked sick days upon departure or retirement from the Borough, nor shall said employees be permitted to carry forward and/or bank any of their sick days. All sick days must be used within the current calendar year.

ARTICLE X

VACATION

The vacation policy is described in Chapter 16 of the Personnel Policies and Practices and amendments thereto of the Code of the Borough of Spring Lake Heights. Additionally, after ten (10) years of service, employees covered under this Agreement will have the option to buy back up to one (1) week of vacation at their straight time rate of pay. Payment for this buy back is to be made at the second pay period of December.

ARTICLE XI

JOB DESCRIPTION

The four job descriptions covered under this Agreement are:

Laborer

Mechanic

Foreman

Utility Licensed Operator

ARTICLE XII

WORKING HOURS

The Borough agrees that the regular specified working hours for employees in this bargaining unit are Monday to Friday from 7:00 a.m. to 3:30 p.m. with an unpaid 30 minute lunch break. These hours shall be modified if an emergency has been declared by the Chairman of the Borough Department or Superintendent of Public Works.

ARTICLE -XIII

UNIFORM & SAFETY

Effective January 1, 2010 and thereafter, employees shall outfit themselves at their own expense and wear during work hours a work uniform and safety shoes. Said uniform and safety shoes are required to be worn during working hours and shall be kept neat and clean by the employee. The Borough will discuss with the Association any proposed change to the required

uniform. The Borough further agrees to provide work-gloves and rubber gloves as often as needed, and to provide noise muffs and safety goggles for workers on leaf pickups and compressor work. The employees agree to maintain same in a clean and serviceable manner, and to avoid any unnecessary damage to same.

ARTICLE XIV

NON-DISCRIMINATION

A. There shall be no discrimination by the Borough or the Association against an employee on account of race, color, creed, sex or national origin.

B. There shall be no discrimination, interference, restraint or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

ARTICLE XV

FULLY-BARGAINED PROVISION

A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII

ASSOCIATION RESPONSIBILITIES

The Association shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

ARTICLE XVIII

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 2009 and shall be in effect to and including December 31, 2010.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at Spring Lake Heights, New Jersey, on this 12th day of May, 2010.

**BOROUGH OF SPRING LAKE
HEIGHTS, MONMOUTH COUNTY**

**SPRING LAKE HEIGHTS
EMPLOYEES ASSOCIATION**

By: *H. Frances Enright*
Mayor H. Frances Enright

By: *Keith Dier*
Keith Dier, Association President

Date: 5/11/10

Date: 5/12/10

Attest: *Theresa S. Casagrande*
Theresa S. Casagrande, Municipal Clerk

Date: 5/12/10

\\FALBK\Spring Lake Heights\Revised draft.022210.DPW.doc

CHAPTER XVI PERSONNEL

16-1 DEFINITIONS.

As used in this chapter:

Anniversary date shall mean the yearly occurrence date of an employee's actual start date.

Base pay shall mean the yearly award of a salary for Regular and Official employees for full service in the position and shall not include over-time or other special remuneration.

Full time shall mean an employee whose regular work schedule is forty (40) hours per week unless otherwise specified by Mayor and Council.

Official shall mean an employee who is paid an annual salary to fill a position that may be part time, but who holds a specifically designated position.

Part time shall mean an employee whose work schedule is less than the normal forty (40) hours per week.

Personnel officer shall mean the Borough Administrator unless the position is otherwise specified by Ordinance.

Probationary shall mean a new employee who is required to serve a period of time on a probationary basis prior to being appointed to permanent status.

Regular shall mean an employee who has been appointed to permanent full-time status by Mayor and Council and is paid on a salary basis.

Temporary shall mean an employee who is hired on a non-permanent basis, whose work schedule is generally less than forty (40) hours per week, and is paid on a wage basis.

Salary shall mean the amount of pay as set forth in the Salary Ordinance as being the yearly remuneration for the required performance in a designated position.

Salary Ordinance shall be an ordinance adopted annually setting forth the salaries of all Borough employees for the year in which adopted.

Service year shall mean the twelve (12) months of continuous employment between an employee's start date and first anniversary or between yearly anniversary dates.

Start date shall mean the date of first continuous employment by the Borough.

Wage shall mean the amount of money paid an employee, as set forth in the Salary Ordinance, for the performance of work usually on an hourly basis.

(New)

16-2 EMPLOYEE REGULATIONS AND POLICIES.

16-2.1 General Employment Policy.

- a. The personnel policy of the Borough is designed to seek and obtain the most qualified person for each position required to be filled and to provide all employees with the best possible instruction, supervision and working conditions. To achieve those goals the Borough shall:
 1. Base hiring, promotion and job security on ability, performance, experience, character, integrity, attitude and personality.
 2. Make the best use of employee skills in order to fill each job by the person most qualified to do so.
 3. Treat each employee with the justice, respect and consideration due him/her.
 4. Expect every employee to do the best job of which they are capable; be loyal and conscientious; conduct themselves in a moral and polite manner; and treat everyone with the same respect that he/she would expect to receive from them.
 5. Pay fair and adequate compensation in money and benefits in return for honest labors and consistently good work