

AGREEMENT

MADE THIS 26th day of March, One Thousand  
Nine Hundred and Seventy-nine.

Borough *ok*

BETWEEN

THE BOROUGH OF SPRING LAKE HEIGHTS,  
In the County of Monmouth, a  
Municipal Corporation of the State  
of New Jersey, hereinafter called  
the Borough

AND

SPRING LAKE HEIGHTS EMPLOYEES  
ASSOCIATION, hereinafter called  
the Association

PREAMBLE

This Agreement made and entered into on this 26th day of  
March, 1979, by and between the Borough of  
Spring Lake Heights, in the County of Monmouth, a municipal  
corporation of the State of New Jersey (hereinafter referred to  
as the "Borough", and the Spring Lake Heights Employees Associa-  
tion (hereinafter referred to as the "Association"), represents  
the complete and final understanding on all bargainable issues  
between the Borough and Association, and is designed to main-  
tain and promote a harmonious relationship between the Borough  
and such of its employees who are members of the Association.

ARTICLE I - RECOGNITION: A. The Borough recognizes the  
Association as the exclusive collective bargaining represen-  
tative for all employees of the Borough in its Department of  
Public Works, Parks and Public Property and in the Water-Sewer  
Utility Department of the Borough.

QC/MTC  
3/22/79

X January 1, 1979 - December 31, 1979

ARTICLE II - PRESENT ORDINANCES: Chapter 65 "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 provide.

ARTICLE III - PRESENT ORDINANCES: Chapter 82 "Salaries" 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 IV - SALARIES

- a) An increase in salary of seven per cent (7%) will be granted to all members of the Association. Any retro-active pay due will be paid in the May paychecks. 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 all Borough employees covered by the Agreement on the business day next preceding the holiday.
- b) An overtime accrued by an employee shall be paid, at the employee's discretion at time and one-half either as cash or as compensating time.
- c) The Borough agrees that the members of the Association have a second "personal" day for a total of two.
- d) Should a member of the Association be ill to the extent that he should deplete his credited sick time,

he may at his option, and consultation with the department chairman, elect to charge the excess time against either his credited vacation time or against disability time.

ARTICLE V - JOB DESCRIPTION:

Job descriptions are formulated as follows -

LEVEL I            Laborer

LEVEL II           Mechanic

LEVEL III          Foreman

All employees of higher grade will handle jobs of the lower level if there is need for their specialized ability at that time, at the discretion of the Superintendent, Foreman, Council Chairman of Department or Co-Chairman.

ARTICLE VI - WORKING HOURS

- a) The Borough agrees that the regular specified working hours for employees in this bargaining unit are Monday to Friday from 7:30 A.M. to 4:00 P.M. with one 30-minute lunch break and two fifteen minute coffee breaks - one in the morning and one in the afternoon. These hours shall be modified only if an emergency has been declared by the Chairman of the Borough Department.
- b) Should a holiday fall on a Saturday or Sunday, the employee may at his option take either the preceding Friday or the following Monday off. However, at no time should more than half the work force be off on either day.

**ARTICLE VII--SAFETY:**

The Borough agrees to supply each member of the Association with one pair of safety shoes per calendar year, and with one full set of work uniform as often as needed, up to a maximum of two full sets per calendar year, and the same must be worn by employees at all times while on duty. 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 VIII - HEALTH SERVICES:**

The Borough will furnish to members of the Association "Blue Tooth" coverage. The Borough will maintain Blue Cross/Blue Shield coverage at the 750 Series level and Major Medical coverage. Should a carrier other than Blue Cross/Blue Shield be contracted with by the Borough, the Borough agrees that the coverage will be equal or better than the 750 Series coverage now in effect.

**ARTICLE IX - 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 represen-

tatives 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 X - FULLY BARGAINED PROVISIONS:

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. 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 of the parties at the time they negotiated or signed this Agreement.

B. 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 XI - SEPARABILITY AND SAVINGS: A. 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 XII - ASSOCIATION RESPONSIBILITIES:

A. 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 XIII - TERM AND RENEWAL: This Agreement shall be in full force and effect as of January 1, 1979, and shall be in effect to and including December 31, 1979. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no later than one hundred fifty (150) days prior to the budget submission date in the year of the expiration date of this Agreement, of a desire to change, modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals at Spring Lake Heights, New Jersey, on this  
26th day of March, 1979.

SPRING LAKE HEIGHTS  
EMPLOYEES ASSOCIATION

By: 

BOROUGH OF SPRING LAKE HEIGHTS  
MONMOUTH COUNTY, NEW JERSEY

By:   
