

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

CONTRACT PERIOD: JANUARY 1, 2004 TO
DECEMBER 31, 2006

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PREAMBLE

THIS AGREEMENT entered into this 29 of January, 2004 to run until December 31, 2006, 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, therefore, 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 operations 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 thereof 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

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 twelve (12) 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 both (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 (1) fifteen (15) minute coffee break in the morning and one (1) fifteen (15) minute coffee break in the afternoon, such breaks to be taken as 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 or 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 break of the Association or its members.

SECTION D. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee(s). In the event of any violation that occurs and is unauthorized by the Association, i.e., a "wildcat strike" or any other job action set forth above, the Borough agrees that there shall be no liability on the part of the Association or any of their officers or agents, provided that the Association promptly orders its members to return to work. Failure of employees to return to work after being so order by the Association shall be cause for dismissal.

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) calendar 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) calendar days shall be deemed to constitute an abandonment of the grievance.

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor, the employee or the Association may present the grievance in writing within five (5) calendar days thereafter to the immediately 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) calendar 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) 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 (30) calendar days of the submission.

Step Four: Within five (5) 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 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. The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to the arbitrator involved in the grievance. Only one (1) grievance may be submitted to an arbitrator unless both parties agree in writing to expand the arbitration procedure.
- b. The decision of the Arbitrator shall be final and binding upon the employer, the Association, and the employee. The arbitrator shall endeavor to render his decision within thirty (30) calendar days of the close of the hearing record.
- 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 the 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 for any step in the grievance procedure, 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 therefore, with a copy mailed to the local Association office within five (5) calendar 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, but not for sick or personal days.

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 shall be as follows:

<u>1.) Laborer – Probationary</u>	<u>Jan. 1, 2004</u>	<u>Jan. 1, 2005</u>	<u>Jan 1, 2006</u>
Duration – one (1) full year	The sum of \$17.80 per hour	The sum of \$18.51 per hour	The sum of \$19.21 per hour
<u>2.) Laborer – First Class</u>	<u>Jan. 1, 2004</u>	<u>Jan. 1, 2005</u>	<u>Jan 1, 2006</u>
Duration – Beginning second year through completion of third year	The sum of \$20.76 per hour	The sum of \$21.59 per hour	The sum of \$22.41 per hour
<u>3.) Laborer – Second Class</u>	<u>Jan. 1, 2004</u>	<u>Jan. 1, 2005</u>	<u>Jan 1, 2006</u>
Duration – Beginning fourth year through completion of fifth year	The sum of \$23.74 per hour	The sum of \$24.69 per hour	The sum of \$25.63 per hour
<u>4.) Laborer – Third Class</u>	<u>Jan. 1, 2004</u>	<u>Jan. 1, 2005</u>	<u>Jan 1, 2006</u>
Duration – Beginning sixth year through completion of seventh year	The sum of \$26.70 per hour	The sum of \$27.77 per hour	The sum of \$28.83 per hour

<u>5.) Laborer - Fourth Class</u>	<u>Jan. 1, 2004</u>	<u>Jan. 1, 2005</u>	<u>Jan 1, 2006</u>
Duration - Beginning eighth year through completion of ninth year	The sum of \$28.19 per hour	The sum of \$29.32 per hour	The sum of \$30.43 per hour

<u>6.) Laborer - Fifth Class</u>	<u>Jan. 1, 2004</u>	<u>Jan. 1, 2005</u>	<u>Jan 1, 2006</u>
Duration - The tenth year of service and subsequent years	The sum of \$29.66 per hour	The sum of \$30.85 per hour	The sum of \$32.02 per hour

<u>7.) Laborer - Sixth Class</u>	<u>Jan. 1, 2004</u>	<u>Jan. 1, 2005</u>	<u>Jan 1, 2006</u>
Based on skill and merit and upon recommendation of the Borough Superintendent	The sum of \$31.39 per hour	The sum of \$32.65 per hour	The sum of \$33.89 per hour

Employees shall be eligible for advancement to the 6th step according to the following procedures:

The Public Works Superintendent shall recommend an employee's advancement to the top step in writing to the Borough Administrator. The Borough Administrator shall review the recommendation and report his findings to the Mayor and Borough Council in writing. The Mayor and Borough Council must act on the Borough Administrator's recommendation within three regularly scheduled Council meetings from the time the Borough Administrator originally receives the Superintendent's recommendation. The Borough Council's decision shall be delivered

in writing to the employee, Superintendent and Borough Administrator.

8.) Part-Time Help

Based on skill and merit and upon
recommendation of the Borough
Superintendent

Not less than the minimum wage per
hour nor more than \$18.00 per hour

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 recommendations of the Borough Superintendent.

SECTION D. Years of employment, as set forth herein, is defined by date of hire, not calendar year, (example: Hired January 15th; second and other) full year of employment commences January 15th of the following calendar year.

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 Section A 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:

Years of Service	Longevity Payment
(a) Less than five (5) years continuous service	None
(b) From five (5) years to less than ten (10) years of continuous service	3% of base salary
(c) From ten (10) years to less than fifteen (15) years of continuous service	6% of base salary
(d) From fifteen (15) years to less than twenty (20) years of continuous service	9% of base salary
(e) Twenty (20) or more years of continuous service	12% of base salary

Section 2. Longevity pay shall be applied on the basis of the employee's anniversary date of employment and shall commence at the adjust rate, and shall be paid in accordance with the following provisions:

Payment of the longevity pay for each employee shall be made in twenty-six (26) bi-weekly installments commencing in the first payroll period, within the calendar month, of the anniversary date of employment. The longevity pay shall be included as part of the yearly salary. The longevity pay shall be used in calculating pension benefits upon retirement or, in the event of death, disability or any severance of employment, also in calculating other

benefits or refunds in accordance with the rules and regulations of said Pension System. However, upon completion of employment by retirement, any unpaid longevity pay due in accordance with the Payroll Ordinance shall be paid in one lump sum payment. New hires after April 1, 1998, are not entitled to any longevity consideration.

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 only in excess of the normal work 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 the 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.

SECTION J. Overtime pay shall be based on the employee's based salary rate (employee's base salary only divided by 2080) times one and one-half (1 1/2) equals the employee's overtime hourly rate.

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 employee 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. Each employee and/or eligible dependents shall receive up to \$300.00 annual reimbursement for eyeglasses and examinations upon presentation of verified bills. The total annual entitlement shall be \$300.00 per family.

The Borough will only pay the aforementioned vision benefit if in response to a written prescription by a physician for eyewear, contact lenses, vision exams (not covered under Borough's health insurance plan), or sunglasses. The Borough will pay no vision expenses unless an appropriate, written prescription from a physician accompanies the bill of sale or receipt of service rendered.

SECTION D. (1) The Borough reserves the right to change insurance carriers and/or self insure so long as substantially similar benefits are provided. If the Borough should change insurance carriers, advance notice will be given to bargaining unit employees.

(2) Effective January 1, 2001, each employee shall contribute \$500.00 annually for participation in the Borough's health insurance plan.

(3) Effective January 1, 2005, each employee shall contribute \$750.00 annually for participation in the Borough's health insurance plan only if all other Borough employees are subject to the same increase.

(4) The cost of regular such contributions shall be deducted from the employee's (s) paycheck.

(5) Each employee may volunteer to elect to reduce the medical and/or dental insurance directly provided by the Borough for the employee/or his family in order to avoid dual coverage by the Borough and the employee's spouse's employer. The employee has the option to reduce his number of members covered (i.e., from family coverage to single coverage or husband/wife coverage or no coverage, if applicable) to a lower coverage status than the maximum provided. If the employee elects to reduce the coverage provided by the Borough, the employee shall receive fifteen (15%) percent of the difference the original coverage premium and the reduced coverage premium for the period of time the employee receives the reduced coverage, which shall not be less than one (1) calendar year. The employee shall, prior to receipt of such payment provide certification of spousal insurance coverage. The employee may return to previous coverage status by providing the Borough at least ninety (90) calendar days' written notice prior to the open enrollment period to the Borough Clerk requesting upgraded coverage. The same process holds for the reduction of coverage status.

SECTION E.

- (1) As of January 1, 2002, the Borough will offer to members of the Association only an optional, voluntary retirement healthcare insurance for the retired employee only (single coverage healthcare benefits). The retiree must be at least 55 years of age at time of retirement, but no older than 64 years, 11 months, 364 days. The coverage will cease on the employee's 65th birthday. Furthermore, in order to be eligible, the retiree must have served at least twenty-five (25) years with the Borough as a paid full-time employee of the Borough.
- (2) The Plan is voluntary and no employee shall be enrolled unless the employee enrolls and not only meets with the requirements of subsection (1) above, but the conditions of subsection (3) below.
- (3) (a) Effective January 1, 2004, the Borough will contribute a maximum of \$3,800.00 per year for post-retirement health coverage for each eligible, participating employee. The employee's share of the health insurance premium costs shall be made directly to the health insurance company.
(b) The insurance plan will be selection by the Borough and shall be the sole choice of the Borough. A third party administrator, selected by the Borough, may administer the retirement health plan. Irrespective of when the retiree joins the plan, the retiree shall cease being a member of the plan on the retiree's 65th birthday.
- (4) The retiree's spouse and eligible children may participate in the plan at the sole expense of the retiree. There will be no contribution by the Borough at all toward the premium costs. The spouse/children cannot be enrolled if the retiree does not meet the qualifications herein; cannot be enrolled if the retiree is deceased; and, cannot be enrolled once the retiree reaches his/her 65th birthday.

ARTICLE XVI
CLOTHING ALLOWANCE

SECTION A. Each members of the Association shall receive an annual clothing allowance of \$520.00 payable on or about April 1st.

Effective June 1, 2004, all DPW employees shall wear a standard safety orange t-shirt or sweatshirt with a silk screen patch reading "Spring Lake DPW."

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 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 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 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 the 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 through
completion of two years | 7 days |
| 3. | completion of two years through
completion of three years | 9 days |
| 4. | completion of three years through
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 of 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 the medical care, employees are expected to confirm 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 (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 reports illness or disability 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. When an employee does not report for duty for a period of three (3) or more consecutive days because of sickness, the employee shall show proof of his inability to work by submitting to the Public Works Superintendent a physician's certificate to the effect that said employee was not, on the date(s) of leave in question, physically able to perform any duty connected with his job. If requested, the employee shall submit to a physician's examination, selected by the Borough, under any circumstances to substantiate an illness with the complete expense of such examination borne by the Borough. If the Public Works Superintendent determines a pattern or suspects abusive illness exists, or persistent occurrences of one (1) day or two (2) days absence appear on the employee's record, the Public Works Superintendent or designee shall have the right to demand a physician's certification of illness notwithstanding the three (3) day limitation. Furthermore, the Borough reserves the right to request documentation of illness at any time.

SECTION N. Unused sick leave may be accumulated. For the term of their Agreement, all employees who retire with twenty-five years of continuous service to the Borough shall received 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 received 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.

SECTION O. An employee who is absent for a period of five (5) consecutive working days and does not notify the Public Works Superintendent or designee shall be determined to have abandoned his position and shall be considered terminated.

SECTION P. Abuse of sick leave shall be cause for disciplinary action.

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. O-completion of one year 1 day
2. completion of one year through
completion of four years 2 days
3. after completion of four 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. 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, whichever the employee chooses. 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

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 the 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

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 maybe so in violation shall be deemed of no force and effect the 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
PERFORMANCE APPRAISAL

The Borough shall evaluate an employee's performance pursuant to conditions established by the Borough, at least on a yearly basis, in writing on a form generated by the Borough. If the employee refuses to sign the appraisal the Borough shall acknowledge on the appraisal that the employee refused to sign.

ARTICLE XXV
DURATION OF AGREEMENT

This agreement shall be in force and effect as of January 1, 2004, and shall remain in effect to and including December 31, 2006, without any reopening date. This agreement shall continue in full force and effect from year to year thereafter, until one part or the other gives notice in writing, no sooner than one hundred fifty (150) nor later than one hundred twenty (120) days prior to December 31, 2006, 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 January 29, 2004.

Thomas J. Byrne
FOR THE BOROUGH

1/29/04
DATE

Angela Palmer Dep
Borough Clerk

1/29/04
DATE

Debra M. Walker
FOR THE ASSOCIATION

1-29-2004
DATE

Paul
Witness

1/29/04
DATE