

AGREEMENT BETWEEN THE

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

AND THE

**SPRING LAKE HEIGHTS
EMPLOYEES ASSOCIATION**

FOR THE PERIOD

January 1, 2015 to December 31, 2017

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THIS AGREEMENT ("Agreement") made this 23rd day of June, 2015 by and between the:

BOROUGH OF SPRING LAKE HEIGHTS

a municipal corporation in the County of Monmouth, New Jersey
hereinafter referenced as "Borough" or "Employer"

and the:

SPRING LAKE HEIGHTS EMPLOYEE ASSOCIATION

a non-profit association
hereinafter referenced as the "Association"

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 follows:

ARTICLE 1. RECOGNITION

The Borough recognizes the Association as the exclusive Collective Bargaining representative for all full-time employees of the Borough in its Department of Public Works and Water-Sewer Utility, except for the Public Works Superintendent or the Public Works Director, hereinafter referenced as "Department Supervisor." The provisions of this Agreement shall not apply to part-time employees.

ARTICLE 2. 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 3. HOLIDAYS

A. 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 |

B. At the option of the Borough and with the agreement of the Association, a mid-week holiday may be exchanged for another paid day.

ARTICLE 4. SALARIES & LONGEVITY

A. Employees appointed to the designated positions shall be paid annual salaries in accordance with the following guide:

	2015 - 2016 - 2017
Water-Sewer Utility Operator	\$55,000 - \$85,000
Foreman	\$55,000 - \$85,000
Assistant Foreman	\$50,000 - \$85,000
Mechanic	\$50,000 - \$85,000

1. Any newly hired employee appointed after January 1, 2015 for initial appointment to one of these titles shall be paid an annual salary as determined by the Borough Council, and in subsequent years of this Agreement shall receive a salary adjustment not less than the percentage increase provided to employees designated below as "off-scale."
2. In any instance when an existing DPW employee is promoted to one of these titles, the annual salary shall be at least 5% greater than the employee's salary at the time of promotion, including longevity if applicable (which shall be "rolled-in" to the base salary), and in subsequent years of this Agreement shall receive a salary adjustment not less than the percentage increase provided to employees designated below as "off-scale."

B. The following employees (hired before January 1, 2009) are designated as "off-scale" and shall be paid annual salaries in accordance with the following guide:

		2015	2016	2017
M. Kevin Gerrity	Licensed Operator-Utility	\$86,525	\$88,255	\$90,020
Keith Dier	Head Maint. Mechanic	\$81,372	\$82,999	\$84,659
Jose Stevenson	Foreman-Public Works	\$78,088	\$79,650	\$81,243
Robert Sutphin	Laborer	\$67,685	\$69,039	\$70,420
Christopher Crosby	Laborer	\$67,685	\$69,039	\$70,420
Joseph Spinosa	Laborer	\$67,685	\$69,039	\$70,420
Stephen Dodd	Laborer	\$67,685	\$69,039	\$70,420
Michael Ford	Laborer	\$67,685	\$69,039	\$70,420
Sean Neaves	Laborer	\$67,685	\$69,039	\$70,420

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- C. Laborers hired before January 1, 2015 shall be paid annual salaries in accordance with the following guide:

	2015	2016	2017
Step 6 - after 5 years of service	\$50,000	\$50,000	\$50,000
Step 5 - after 4 years of service	\$46,000	\$46,000	\$46,000
Step 4 - after 3 years of service	\$42,000	\$42,000	\$42,000
Step 3 - after 2 years of service	\$38,000	\$38,000	\$38,000
Step 2 - after 1 year of service	\$34,000	\$34,000	\$34,000
Starting salary	\$30,000	\$30,000	\$30,000

- D. Laborers hired after January 1, 2015 shall be paid annual salaries in accordance with the following guide:

	2015	2016	2017
Step 7 - after 6 years of service	\$50,000	\$50,000	\$50,000
Step 6 - after 5 years of service	\$46,666	\$46,666	\$46,666
Step 5 - after 4 years of service	\$43,333	\$43,333	\$43,333
Step 4 - after 3 years of service	\$40,000	\$40,000	\$40,000
Step 3 - after 2 years of service	\$36,666	\$36,666	\$36,666
Step 2 - after 1 year of service	\$33,333	\$33,333	\$33,333
Starting salary	\$30,000	\$30,000	\$30,000

- E. Salaries outlined in the schedules above shall be paid retroactively to January 1st of the year indicated or on the appropriate anniversary date for employees progressing through the salary step-guide. Previously paid amounts will be deducted from retroactive payments.
- F. Designated employees shall be paid the following annual stipends:

		2015	2016	2017
Utility Licensed Oper. (Inter-Local)	M. K. Gerrity	\$2,162	\$2,206	\$2,250
Asst. Utility Licensed Operator	S. Dodd	\$5,759	\$5,874	\$5,992
Licensed Pesticide Applicator	C. Crosby	\$1,000	\$1,020	\$1,040

- G. Longevity Payment Plan.

- 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:

- 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.

ARTICLE 5. COMPENSATION PAYMENTS

All compensation, including longevity payments for those eligible, will be paid bi-weekly every other Friday; "snow removal" overtime shall be paid by separate check. 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 6. 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, or such higher contributions required by New Jersey law, for said health insurance. Said monies shall be deducted on an equal basis from the employee's paycheck.
- 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.
8. This provision shall not apply to employees hired on or after January 1, 2009.

ARTICLE 7. OVERTIME

- A. Overtime earned by an employee shall be paid at a rate of time and one-half in the employee’s next regular paycheck.
- B. Any employee who is qualified through applicable training, and has been assigned by the Department Supervisor, 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 Department Supervisor 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.

ARTICLE 8. PERSONAL LEAVE

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 9. SICK LEAVE

- 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 may accumulate (bank) no more than thirty (30) days and shall not be entitled to reimbursement for any banked sick days upon departure or retirement from the Borough.
- C. 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 Department Supervisor, elect to charge the excess time against credited vacation or personal time.

ARTICLE 10. VACATION LEAVE

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 11. BEREAVEMENT LEAVE

Employees covered under this Agreement shall be granted time off without deductions from pay or time owed for the following reasons:

- 1. Death of spouse, son or daughter from the date of death to and including the day succeeding the funeral, generally not to exceed five (5) days.
- 2. Death in the immediate family (excluding spouse and children) from the date of death to and including the date of funeral.
- 3. Immediate family shall consist of spouse, child, stepchildren, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, and father-in-law.
- 4. Reasonable verification of the event may be required by the Department Supervisor.

ARTICLE 12. JOB DESCRIPTION

The five job descriptions covered under this Agreement are: Laborer, Mechanic, Foreman, Assistant Foreman and Utility Licensed Operator.

ARTICLE 13. 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 Department Supervisor.

ARTICLE 14. 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 15. 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 16. FULLY-BARGAINED PROVISION

This Agreement represents the complete and final understanding on all negotiable issues between the Borough and the Association and shall not be modified in whole or in part by the parties except by an instrument in writing executed by both parties.

ARTICLE 17. 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 18. 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.

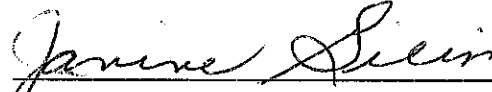
ARTICLE 19. TERM AND RENEWAL

This Agreement shall be in full force and effect retroactively from **January 1, 2015** and shall be in effect to and including **December 31, 2017**.


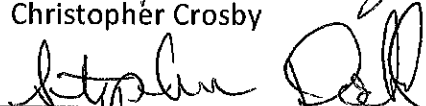
IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

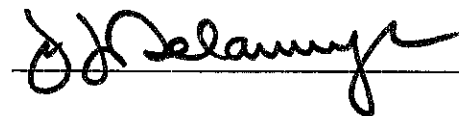
BOROUGH OF SPRING LAKE HEIGHTS


Gavino Maccanico, Mayor

Attest: 
Janine Gillis, Borough Clerk

SPRING LAKE HEIGHTS EMPLOYEES ASSOCIATION


Christopher Crosby

Stephen Dodd

Witness: 

BOROUGH OF SPRING LAKE HEIGHTS

Resolution of the Borough Council authorizing execution of the Collective Bargaining Agreement with the Spring Lake Heights Employees Association.

Resolution No. R2015-115

WHEREAS, the Spring Lake Heights Employees Association (Association) is recognized as the collective bargaining representative for full-time employees of the Borough Department of Public Works and Water-Sewer Utility, excluding managerial executives and confidential employees as defines by the rules of the New Jersey Public Employment Relations Commission (PERC); and

WHEREAS, the Borough of Spring Lake Heights and the Association previously negotiated a Collective Bargaining Agreement which expired December 31, 2014,; and


WHEREAS, the parties have reached agreement on a successor agreement for the period January 1, 2015 through December 31, 2017 with respect to the employment relationship between the parties, which has been ratified by the Association; and

WHEREAS, it is the desire of the Borough Council to authorize the execution of the Collective Bargaining Agreement on behalf of the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Spring Lake Heights, in the County of Monmouth, State of New Jersey as follows:

1. The Mayor and the Borough Clerk are hereby authorized to execute the attached Collective Bargaining Agreement with the Spring Lake Heights Employees Association for the period January 1, 2015 through December 31, 2017.
2. The Borough Clerk is directed to forward a certified copy of this resolution to the Spring Lake Heights Employees Association.
3. The Borough Clerk is further directed to file a fully executed copy of the Collective Bargaining Agreement with the New Jersey Public Employment Relations Commission (PERC).

Adopted: June 22, 2015



Janine Gillis, Borough Clerk