

AGREEMENT BETWEEN THE

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

AND THE

**SPRING LAKE HEIGHTS
EMPLOYEES ASSOCIATION**

FOR THE PERIOD

January 1, 2019 to December 31, 2023

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THIS AGREEMENT ("Agreement") made this _____ day of _____, 2019 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.

Ordinance section 16-2.2 – c. -1 shall be revised to indicate a 60 day probation status.

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:

	2019 thru 2023
Assistant Water-Sewer Utility Operator	\$55,000 - \$95,000
Foreman	\$55,000 - \$95,000
Project Foreman	\$55,000 - \$95,000
Mechanic	\$50,000 - \$95,000
Laborer	\$32-\$35K – \$72,000

- Any newly hired employee appointed after January 1, 2019 for initial appointment to one of the titles listed above shall be paid an annual salary as determined by the Borough Council.
- B. Employees with a salary of \$62,000 or greater and shall receive an increase to their annual salary based on their performance review. The increases will be as follows:

Performance review rating	Percentage increase
0-1	0%
2	1%
3	2%
4	3%
5	4%

- C. All employees with a base salary less than \$ 62,000 shall receive an increase to their annual salary based on their performance review. The increases will be as follows:

Performance review rating	Percentage Increase
0-1	0%
2	2%
3	5%
4	7.5%
5	10%

Longevity Payment Plan.

- For employees listed above, 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.
 - At least ten (10) years service – 6% of base pay.
 - At least fifteen (15) years service – 9% of base pay.

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.

D. Designated employees shall be paid the following annual stipends:

		2019	2020	2021	2022	2023
Asst. Utility Operator		\$6,233.22	\$6,357.88	\$6,485.04	\$6,614.74	\$6,747.03
Licensed Pesticide Applicator		\$1,081.20	\$1,102.82	\$1,124.88	\$1,147.38	\$1,170.33

1. All newly hired full time employees are required to obtain a Commercial Drivers License within the 1st year of employment. A minimum of a B-license is required. Obtaining an A-license will give employees a one-time incentive bonus of \$500.00.

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 \$400.00.
- 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 15 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. The above provisions shall apply to all employees.

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. Compensation for Utility coverage for weekends and holidays will be paid on a weekly basis at the rate of two (2) hours per day of overtime pay, based on the covering employee's normal rate of pay. The three (3) hours of guaranteed overtime pay for the "On-Call" week will be paid regardless of whether the employee is called out or not.
- C. Should the "On-Call" Utility employee be called out within the assigned "On-Call" week, additional overtime will be paid for hours worked over (3) 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.
- D. Call in for DPW will be paid on a weekly basis at a rate of (2) hours of guaranteed overtime pay based on the covering employee's normal rate of pay.

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 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. Reimbursement for any banked sick days shall be in accordance with current Borough Ordinance.
- 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, domestic partner, civil union partner, son or daughter- five (5) days.
- 2. Death in the immediate family (excluding spouse, domestic partner, civil union partner and children)- three (3) days.
- 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. FAMILY AND MEDICAL LEAVE

THE BOROUGH follows the Federal Family and Medical Leave Act (FMLA) and the State of New Jersey Family Leave Act (FLA) regarding leaves of absence by eligible employees for qualifying conditions.

1. Eligibility

(a) FMLA — To be eligible for FMLA leave an employee shall have worked for THE BOROUGH at least 1250 hours in the preceding twelve (12) months and have been employed by THE BOROUGH for at least twelve (12) months.

(b) FLA — To be eligible for FLA leave an employee shall have worked for THE BOROUGH for at least 1000 hours in the preceding twelve (12) months and have been employed for at least twelve (12) months.

2. Amount of Leave

(a) FMLA - An eligible employee may take up to twelve (12) weeks of FMLA leave during a twelve (12) month period for a qualifying reason, except in the case of leave to serve as a military caregiver in which case an employee may take up to 26 weeks of FMLA leave during a twelve (12) month period.

(b) FLA — An eligible employee may take up to twelve (12) weeks of FLA leave during a twenty-four (24) month period for a qualifying reason.

(c) Spouses working for same employer:

(1) Under the FMLA, leave for birth, adoption or to care for a sick parent must be shared by spouses working for THE BOROUGH.

(2) Under FLA, there is no sharing requirement.

3. Types of Leave

(a) FMLA - An eligible employee qualifies for this leave for the following reasons:

(1) Employee's own serious health condition

(2) Birth of a child;

(3) Adoption or Foster Care;

(4) To care for parent, child, or a spouse with a serious health condition;

(5) Military exigency leave - to make arrangements for a parent, child or spouse who is being deployed to a foreign country; or

(6) Military caregiver leave - to care for a parent, child or spouse suffering from a serious injury or illness incurred or aggravated in the line of duty while on active duty.

(b) FLA - An eligible employee qualifies for this leave for the following reasons:

(1) Birth of a child;

(2) Adoption;

(3) To care for a parent, step parent, parent-in-law, spouse, civil union partner or child with a serious health condition.

Note: the FLA does not provide leave for an employee's own serious health condition.

4. Serious Health Condition

(a) FMLA - Means illness, injury, impairment, or physical or mental condition involving incapacity or treatment connected with inpatient care in a hospital, hospice, or a residential medical care facility; or continuing treatment by a health care provider involving: (1) incapacity or absence from work, school, or other activities, of more than three (3) days; or (2) chronic or long term condition incurable or so

serious if not treated would result in incapacity of more than three (3) days; or (3) prenatal care.

(b) FLA - Means illness, injury, impairment, or physical or mental condition which requires inpatient care in a hospital, hospice or residential medical treatment or continuing supervision by a health care provider.

5. Intermittent Leave

(a) FMLA - Is permitted for serious health conditions when medically necessary; not permitted for birth or adoption unless agreed to by THE BOROUGH.

(b) FLA – is permitted.

(c) Intermittent leave or leave on a reduced schedule to attend scheduled treatment, doctor's appointments, exams, or the like, shall be scheduled for times least likely to conflict with the employee's work schedule whenever practicable.

6. Exhaustion of Paid Leave

An employee shall use earned Sick Leave during an approved FMLA or FLA leave of absence. An employee does not need to exhaust other paid leave while on FMLA or FLA leave. The employee may elect, and THE BOROUGH may require, that the employee use other forms of paid leave as a substitute for unpaid family leave. The employee must request the type of leave he/she wishes to take before the leave begins. If the employee does not make an election of other paid leave, THE BOROUGH may designate the type of paid or unpaid leave to be taken prior to commencement of the leave. When paid leave is substituted for unpaid family leave, the leave time taken still counts toward the employee's FMLA or FLA entitlement. This shall not change any other policy of THE BOROUGH and an employee must still comply with all relevant THE BOROUGH policies including those on leaves, job attendance, absence, and call out procedures (for Intermittent-type absences).

7. Reinstatement Rights

Upon returning from family leave, an employee will be restored to the same or an equivalent position in all terms and conditions of employment. However, the employee's entitlement is no greater than if the employee had not gone on family leave. If, for example, the employee's position is eliminated or altered while he/she is on family leave, or THE BOROUGH experiences a reduction in force wherein the employee's employment would have been terminated had the employee not been on leave, he/she may not be entitled to reinstatement.

8. Key Employee Exception

(a) FMLA — The FMLA exempts salaried employees from coverage if they are among the highest paid percent (10%) and if their absences would cause grievous economic harm to THE BOROUGH.

(b) FLA — The FLA exempts the highest paid five percent (5%) of employees or one of the seven (7) highest paid employees, whichever is greater, if their absence would lead to substantial economic injury to THE BOROUGH.

9. Maintenance of Health Benefits

During an FMLA or FLA Leave, health insurance will be continued under the same conditions as prior to the leave. Employees who utilize Sick Leave or who receive Short Term Disability as outlined in Sections 15.7 and/or 15.9 below shall have their health insurance contributions deducted in the ordinary course. Employees on unpaid leave shall remit payment for contributions due upon request by the Human Resources Department.

10. Timing of Leave Requests

(a) FMLA — Leave requests must be made by the employee thirty (30) days in advance of date leave is sought to commence, or otherwise as soon as practicable before the leave is to be taken.

(b) FLA — For birth or adoption, the same as (a) above. For serious health conditions of others, thirty (30) days in advance or as soon as practicable.

11. Medical Certification Requirements

(a) An employee shall submit a completed Medical Certification to the Human Resources Department to support any request for leave due to a serious health condition within fifteen (15) days of the date that leave is requested.

(b) Documentation shall also be required for birth or for placement of a child. For birth, a copy of the birth certificate or a statement from the physician delivering the child shall suffice. For adoption or foster care, documentation from the agency arranging the adoption or fostering shall be submitted.

(c) Return to Work from Leave for Serious Health Condition of the Employee — The employee shall provide a Medical Certification as to their fitness to return to work to perform the essential functions of their position.

12. FMLA/FLA Leave to run Concurrently with Each Other and Available Unpaid Leave - When an employee takes leave covered by both the FMLA and FLA, the leaves shall run concurrently with each other and not consecutively, from the date the leave commences, and shall run concurrently with any available unpaid leave for which the employee qualifies.

As a matter of federal law, FMLA protection starts to run for a FMLA eligible employee upon the occurrence of a FMLA qualifying event or circumstance. Neither the employee nor the employer may delay, defer, or postpone when FMLA time starts to run. The same policy applies to an employee absent from work for a State FLA qualifying event.

Federal law mandates that the first twelve (12) weeks of a FMLA qualifying event, condition, or circumstance are subject to the federal Family Medical and Leave Act, or that amount of time spread over a greater period if an employee utilizes intermittent or reduced leave.

No disciplinary or adverse employment action may be taken against a FMLA/FLA eligible employee because they are absent from work due to an FMLA/FLA qualifying event or circumstance if THE BOROUGH or its Executive Director has sufficient information from the employee, employee's family member (if the

employee is incapable of communicating), the employee's medical provider or a medical consultant that is appropriate to grant FMLA/FLA protection to the employee pending the submission of a completed healthcare provider's certification.

If either THE BOROUGH or its Executive Director do not have sufficient information regarding an employee's absence to determine whether the employee has a FMLA/FLA qualifying condition or circumstance, or the length of time for which the employee would be qualified for FMLA/FLA protection, and the employee is provided with a healthcare provider's certification form from THE BOROUGH for completion by his or her healthcare provider and does not timely return the completed healthcare provider's certification within 15 calendar days from when he or she received it, the employee may forfeit FMLA/FLA protection if he or she otherwise would have been entitled to it. If the employee is not covered by the FMLA or FLA due to his or her failure to comply with the notice and/or certification requirements, the employee may be subject to disciplinary action for chronic, excessive and/or unauthorized absence.

13. Rolling Look Back - THE BOROUGH uses a rolling twelve (12) month FMLA or twenty-four (24) month FLA look back period from the date FMLA or FLA qualifying leave is requested to commence or commences, to determine how much FMLA or FLA leave time is available to the employee. An employee shall only be entitled to twelve weeks of FMLA or FLA leave in any rolling twelve (12) month FMLA period or twenty-four (24) month FLA period.

14. Completion of Necessary Paperwork - It shall be the responsibility of the employee to request FMLA or FLA leave from THE BOROUGH and to provide the necessary information and satisfactorily completed medical certifications in a timely manner. Notwithstanding the foregoing, when an employee is known or believed to be absent for a qualifying reason covered by FMLA or FLA, or when the ground is not known, the Executive Director or Human Resources Manager shall be certain to provide the employee with FMLA/FLA application forms and shall extend to the employee the benefits of FMLA or FLA where sufficient reliable information enables this to be done. No employee known to be eligible and qualified for available FMLA/FLA leave may be disciplined for unauthorized leave. However, if and when requested to complete or provide necessary paperwork, the employee fails or refuses to do so, the employee may become subject to appropriate disciplinary action and/or denial of FMLA/FLA leave.

15. Posting Notices - THE BOROUGH shall post, and maintain posted at all times in prominent and conspicuous places for all employees to see, the standard FMLA and FLA Notice of employee rights and responsibilities. The notices can also be obtained by request to THE BOROUGH.

16. Recovery of Medical Benefits Expenses - In the event that an employee misrepresents his or her intent to return to work with THE BOROUGH following expiration of approved FMLA or FLA leave, and thereafter does not return, THE BOROUGH reserves the right to recover from the employee the cost and expense of continuing the employee's health benefits in anticipation of the employee's return to work.

17. Continuation of Health Benefits at Employee's Expense - An employee on an unpaid FMLA

and/or FLA leave shall submit payment for the continuation of Health Benefits, in the amount normally deducted from his or her paycheck. If an employee continues on unpaid leave after their FMLA or FLA leave expires, or if he or she is on other unpaid leave not covered by FMLA or FLA, the employee is responsible to pay for the full cost of continuation of his or her health benefits. If the employee's health benefits are not timely paid for by the employee when due, THE BOROUGH reserves the right to discontinue providing the benefits without further notice to the employee. It is the responsibility of employees to pay for all their health benefits in such situations.

FAMILY LEAVE INSURANCE

The State of New Jersey may provide partial wage benefits to eligible employees for up to six (6) consecutive weeks or forty-two (42) intermittent days in a 12-month period if leave is taken prior to July 1, 2020. If the leave is taken on or after July 1, 2020, the State of New Jersey may provide partial wage benefits to eligible employees for up to twelve (12) consecutive weeks or 56 intermittent days in a 12-month period. Leave may be taken for the following reasons:

- To bond with a child during the first 12 months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child or is a parent of the child pursuant to a valid gestational carrier agreement, or the first 12 months after the placement of the child for adoption or as a foster child with the covered individual.
- To care for a family member with a serious health condition. Family member includes parent, step parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, civil union partner, child, any other blood relation of the employee, and any other individual that the employee shows to have a close association with which is equivalent to a family relationship.
- To engage in activities for which unpaid leave may be taken pursuant to the New Jersey Safe Act, on the individual's own behalf, if the employee is a victim of an incident of domestic violence or a sexually violent offense, or to assist a family member of the employee who has been a victim of domestic violence or a sexually violent offense, provided that any time taken by an employee who has been a victim of an incident of domestic violence or a sexually violent offense for which the employee receives benefits for a disability caused by the violence or offense shall be regarded as a period of disability of the employee and not as a period of family temporary disability leave.

To establish a valid claim, an employee must have earned a certain amount during their "base year." The base year is the 52 weeks immediately before the week in which the FLI coverage begins. The employee must have earned at least the required amount of money per week in the base year (as defined and established by the Department of Labor) or the required amount of money during the alternative base year (as defined and established by the Department of Labor).

The Family Leave Insurance benefits program provides covered individuals with a monetary benefit, not a

leave entitlement. Therefore, Family Leave Insurance may provide compensation during an approved leave of absence pursuant to the New Jersey Family Leave Law, the Federal Family and Medical Leave Act or any other provided leave.

The Family Leave Insurance benefits program does not establish the right of covered employee to be restored to employment following a period of leave from work.

Although THE BOROUGH will provide you information regarding FLI, you are responsible for filing your claim for benefits under this program.

When requesting benefits during a leave to care for a child after birth or adoption, the employee must provide their manager with at least 30 days prior notice for continuous leave and 15 days' notice for intermittent leave, except when unforeseeable circumstances prevent prior notice.

Leave for birth, adoption, or placement in foster care may be taken for a continuous period of time, or during non-consecutive weeks, or on an intermittent basis. If the leave is taken on an intermittent basis, the employee must provide their manager with at least 15 days' notice unless an emergency or other unforeseen circumstance precludes prior notice. The employee must also schedule the intermittent leave so as to not unduly disrupt the operations of THE BOROUGH. If possible, the employee should provide THE BOROUGH with a regular schedule of the days or days on the week on which the intermittent leave will be taken.

When requesting Family Leave Insurance benefits during a leave to care for a family member with a serious health condition, you must provide the Human Resources Manager with reasonable and practicable notice unless the time of the leave is unexpected or the time of the leave changes for unforeseeable reasons and is required to schedule, when possible, the leave in a manner to minimize disruption of employer operations. If the employee intends to take leave on an intermittent basis, the employee must provide at least 15 days advance notice. Employees taking leave to care for a family member may be required to provide medical certification.

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 all personal protective equipment such as work gloves and rubber gloves as often as needed, and to provide noise muffs and safety goggles for workers as required for work requiring same. The employees agree to maintain same in a clean and serviceable manner, and to avoid any unnecessary damage to same. Clothing Allowance (\$1,200) shall be distributed in a lump sum check annually in November.

New hires shall receive a \$300 initial clothing allowance which will preclude them receiving the first initial clothing allowance. After six (6) months, in the following November, the employee will receive the regular twelve hundred dollar clothing allowance. If employees are hired in the same year as the clothing allowance is paid, the initial three hundred dollars (\$300) will be deducted from the November payment.

ARTICLE 15. NON-DISCRIMINATION

EQUAL EMPLOYMENT OPPORTUNITY (EEO)/ NON DISCRIMINATION POLICY

THE BOROUGH will actively seek and employ the best person qualified to perform the duties of each position, without regard to gender, race, creed, national origin, ancestry, nationality, color, marital or domestic partnership status, affectional or sexual orientation, age, handicap (and/or disability), pregnancy or breastfeeding, service in the armed forces, atypical hereditary cellular or blood trait, genetic information, refusal to submit to genetic tests, or refusal to make available results of genetic tests or any other class protected by law.

THE BOROUGH will not to bar, discharge or require to retire from employment or to discriminate against any individual in compensation or in terms, conditions or privileges of employment or any employment decision based upon gender, race, creed, national origin, ancestry, nationality, color, marital or domestic partnership status, affectional or sexual orientation, age, handicap (and/or disability), pregnancy or breastfeeding, service in the armed forces, atypical hereditary cellular or blood trait, genetic information, refusal to submit to genetic tests, or refusal to make available results of genetic tests or any other class protected by law.

ANTI-HARASSMENT/ANTI-DISCRIMINATION POLICY

THE BOROUGH wishes to also emphasize its commitment to the belief that all individuals who work at THE BOROUGH have the right to enjoy a work environment, whether within THE BOROUGH or outside of it, free of discriminating or harassing conduct and communications. THE BOROUGH opposes discrimination and harassment in any form on the basis of race, creed, gender, national origin, ancestry, nationality, color, marital or domestic partnership status, affectional or sexual orientation, age, handicap (and/or disability), pregnancy or breastfeeding, service in the armed forces, atypical hereditary cellular or blood trait, genetic information, refusal to submit to genetic tests, or refusal to make available results of genetic tests, or any other class protected by law, whether by any employee of THE BOROUGH, or by any other party having business-related interaction with THE BOROUGH.

Harassment in any form is against the law and will not be tolerated by THE BOROUGH. THE BOROUGH is committed to the belief that all individuals who work for THE BOROUGH have the right to enjoy a work environment, whether within THE BOROUGH or outside of it, free of inappropriate conduct and communications based on the employee's gender. THE BOROUGH opposes harassment in any form, whether by any employee of THE BOROUGH, or by any other party having business-related interaction with a representative of THE BOROUGH, and regardless of whether the victim is male or female. Employees should know that such conduct will not be tolerated, and that the policies set forth below will be vigorously enforced. Employees are urged to become thoroughly familiar with these policies, and place them into practice on a daily basis. Violation of any of the policies set forth below is a serious matter, and will be dealt with accordingly.

Sexual harassment occurs when one individual, typically a supervisor and/or person in a position of power, attempts to make another employee's submission to unwelcome sexual demands or overtures a condition to: his or her continued employment; the terms, conditions or the benefits thereof; or an employment decision of any kind affecting that employee. This type of sexual harassment typically involves a promise of favorable employment action in exchange for sexual favors, or an implicit or explicit threat that if the employee does not accede to the sexual demands or overtures, the employee will lose his or her job, receive unfavorable performance reviews, be passed over for promotions, or suffer other adverse employment consequences.

Sexual harassment also occurs when one person harasses another solely because of the victim's gender. This type of sexual harassment may involve unwelcome sexual demands or overtures, but it may also take the form of other harassing conduct not necessarily sexual in nature. If a reasonable person of the victim's gender would consider the conduct intimidating, hostile, or as creating an offensive working environment, then sexual harassment has occurred. Such conduct often consists of unwelcome sexual touching and comments. For example, such conduct would include:

- physical contact such as hugging another or placing one's arm around the other;
- sexual flirtations, advances, and propositions;
- sexually degrading words used in reference to an individual;
- comments on the speaker's own sexual abilities or those of coworkers;
- display of offensive pictures or objects such as posters or calendars which are of a sexual nature;
- teasing, jokes and remarks of a sexual nature;

- comments of a sexual nature on, or staring at, an individual's physical attributes;
- questions about sexual conduct;
- repeated requests for a date after prior requests have been refused, or the proposed invitee has stated that he or she is not interested in such social contact;
- pressure for sexual favors;
- e-mails or electronic bulletin boards and/or web sites containing offensive or sexual pictures, messages or jokes; and
- other harassment of a non-sexual nature that is engaged in due to the gender of the individual.

In order to constitute sexual harassment, the conduct need not be sexual in nature, provided that it is occurring solely because of the victim's sex. For example, with respect to women, this would include comments about the lesser abilities, capacities, or the "proper role" of members of the female sex. It would also include subjecting a man or woman to non-sexual harassment solely because of his or her gender. Sexual harassment is prohibited whether the harasser is male or female, and whether the harassment is opposite-sex or same-sex harassment.

What Are the Consequences of Harassment?

Harassment is not only offensive and degrading to the individual subject to it, and detrimental to the morale of coworkers, but it is also illegal, being contrary to both state and federal laws against discrimination. Any individual found to have engaged in, or participated with another in, harassment will be subject to disciplinary action, including but not limited to the following: oral reprimand, written reprimand, suspension, with or without pay, reassignment to another position as deemed appropriate by THE BOROUGH, adverse effect on compensation, and termination from employment. One who engages in, or participates with another in, harassment may also be subject to personal financial liability to the victim of the conduct at issue.

This policy applies to all employees, consultants, residents, vendors and/or persons having business-related interaction with a representative of THE BOROUGH.

Pending the investigation of any complaint of harassment, as described in greater detail below, the individuals charged with making determinations on any charge of harassment retains discretion whether to impose a temporary reassignment of the parties involved if the circumstances disclosed so warrant.

What Will THE BOROUGH Do To Attempt To Avoid The Occurrence Of Any Incidents Of Harassment?

THE BOROUGH will provide mandatory training sessions for its employees in order to deter and avoid any incidents of harassment. Such training will review the prohibitions against harassment, give concrete examples of the types of conduct which constitute harassment, and provide time for questions and discussion. This policy will be disseminated to all individuals during the training sessions. All individuals will be provided with a copy of this policy upon commencing employment.

All employees are encouraged to report any incident of harassment to which they are subject, or which they may have witnessed, pursuant to the Complaint procedure described in the next section. THE BOROUGH will then investigate the matter by communicating not only with the parties involved, but also

with those who have witnessed it or otherwise have knowledge of it, if appropriate.

What Will THE BOROUGH Do Upon Being Advised of Any Incident of Harassment?

Upon being advised of any claim of harassment, THE BOROUGH will appoint an investigator ('the Investigator') who will promptly and thoroughly investigate the matter. If the investigation confirms that harassment has occurred, THE BOROUGH will then take appropriate and swift remedial action.

What is the Complaint Procedure to be Followed?

Any individual who has been the subject of sexual harassment, or who has witnessed any incident of harassment (hereinafter the "Complainant"), should report the matter without delay to any one of the following: his or her immediate supervisor, and/or THE BOROUGH. Any supervisor who witnesses any incident of harassment or who has received a complaint of harassment shall immediately refer the matter to THE BOROUGH. Upon receiving a Complaint, an investigator ("Investigator") will investigate the matter.

The Complainant should be prepared to provide full and complete information regarding the incident. Based on the information provided, if appropriate, a written Statement of Complaint in the form of an Affidavit or Certification may be prepared and, if so, the Complainant will be asked to sign the document.

A similar investigation will be undertaken with the actor alleged to have engaged in the conduct at issue. If appropriate, a statement either in the form of an Affidavit or Certification may also be taken from that person. If appropriate, the Investigator may then discuss with each of the parties the information and responses obtained from each of them, and, if necessary, other evidence compiled, in order to obtain any further pertinent information from the Complainant and from the alleged actor.

Confidentiality

It is THE BOROUGH's goal, both during the investigation and thereafter, to maintain confidentiality to the fullest extent possible, including confidentiality of the identities of all persons involved or alleged to be involved in the incident, revealing only those particulars of the matter to the extent necessary for a thorough investigation.

No Retaliation

All employees should be aware that no retaliation whatsoever will be permitted against one who complains of any incident of sexual harassment, or who assists in the investigation thereof. Any employee who is found to have committed a retaliatory act against an employee who has complained of harassment or participated in an investigation of harassment shall be subject to appropriate discipline.

After the matter is concluded, and if a determination is made that harassment has occurred, in addition to imposing the appropriate discipline on the actor involved, THE BOROUGH will follow up with the person who was subjected to the harassment to determine whether the inappropriate conduct at issue has ended, and to ensure that there has been no new occurrence of harassment by the original actor, or by

anyone else in retaliation for the complaint made.

The conduct described above would constitute prohibited harassment even if the actor did not intend to injure or harass the victim. It may be no excuse or justification for the conduct that the actor was only "joking." The conduct would still constitute harassment even if the victim is strong enough to endure it without any emotional or psychological impact, harm, or damage. The types of conduct described above need not even be directed at a particular individual for that individual to be the victim of harassment; this is because the working environment in which an employee exists and works is directly affected by the treatment of coworkers if they are the subject of harassment.

Thereafter, and based on all of the information obtained in the investigation, the Investigator will make a recommendation as to whether a determination that harassment has occurred is warranted, and, if so, what the appropriate discipline or resolution should be. In the event that a determination is warranted, the determination will be made based on the investigation by the Investigator, supplemented by further investigation if deemed necessary. Any discipline or other action which may then be found appropriate will be promptly implemented.

At the conclusion of the investigation, if appropriate, the parties involved will be advised of the outcome.

Employees should know that such conduct will not be tolerated, and that this anti-harassment/discrimination policy will be vigorously enforced.

Employees are urged to become thoroughly familiar with this policy, and place it into practice on a daily basis. Violation of this policy is a serious matter, and will be dealt with accordingly.

SECTION 2.3 REASONABLE ACCOMMODATIONS

THE BOROUGH is committed to providing equal employment opportunities to qualified individuals. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is the employee's responsibility to notify their manager of the need for accommodation. Upon doing so, the manager may ask the employee for their input or the type of accommodation employee believes may be necessary. Also, when appropriate, we may need the employee's permission to obtain additional information from employee's physician or other medical or rehabilitation professionals. THE BOROUGH will not seek genetic information in connection with requests for accommodation. All medical information received by THE BOROUGH in connection with a request for accommodation will be treated as confidential. A reasonable accommodation may be provided to the extent the accommodation can be made without imposing an undue hardship on the business. When an employee requests a reasonable accommodation, THE BOROUGH will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;

- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

THE BOROUGH may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of or other necessity for the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with any leave where permitted by state and federal law.

For more information, or if employees require an accommodation, please contact the head of DPW

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, 2019** and shall be in effect to and including **December 31, 2023**.

ARTICLE 20. BOROUGH 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 Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the 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 by 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 rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, 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, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees is recognized.
4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees.
5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
6. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason.
7. The Borough reserves the right with regard to all other conditions of employment not

reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules regulations and practices and 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, or any other national, state, county or local laws or regulation.

D. The Borough agrees to give notice to the employees seven (7) days in advance of any change in such rules and regulations, except in emergency situations. The employee's representative has the right to request a meeting to discuss any such changes.

E. Employees shall be eligible for progression in grade provided they receive satisfactory annual elevations. Please see attachment "A" for outlining the review grading sheet. The Borough may, in its discretion, upgrade employees in advance of, or excess of the schedule set forth herein. The annual evaluations will be conducted by the DPW Director, the DPW Foreman and one representative chosen by the President of the Association.

F. An evaluation will be conducted, and the results made known to the affected employee, at least sixty (60) days prior to his anniversary date. The employee may request a meeting with the Superintendent, Association Representative as appropriate, and/or the Administrator to discuss the evaluation.

G. Any disagreement regarding an employee's evaluation and subsequent denial of upgrade shall not be subject to binding arbitration. The final decision on any evaluation dispute shall be made by the Borough Administrator.

H. The Supervisors "Foreman and Assistant Foreman" of the Department shall endeavor to make an employee aware of any sub-standard job performance factors which, if not corrected, could result in denial of upgrade. An employee's efforts to correct such problems shall be considered at the time of upgrade eligibility.

I. The Borough shall make all periodic performance evaluations fair and objective and such evaluations shall contain specific information concerning the employee's performance.

J. An employee shall have the right to review his personnel file in the office of the Personnel Director by notifying, as appropriate, either the Superintendent of Public Works

K. Disciplinary actions or notices shall be removed from an employee's personnel file after two (2) years, except for suspensions greater than two (2) days and matters involving repetitive conduct, which shall remain in the file indefinitely.

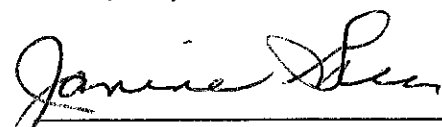
IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written.

BOROUGH OF SPRING LAKE HEIGHTS



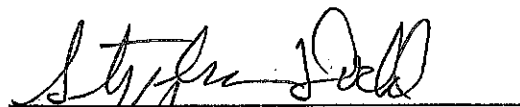
Thomas O'Brien, Mayor

Attest:



Janine Gillis, Borough Clerk

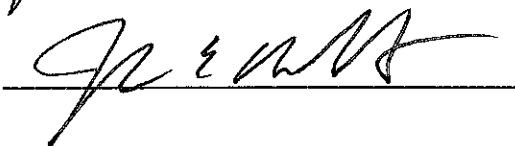
SPRING LAKE HEIGHTS EMPLOYEES ASSOCIATION



Stephen Dodd



Joseph Spinoza

Witness: 

		STRENGTHS / TRAINING NEEDS					
	QUALITY	DETAIL EMPLOYEE'S GREATEST STRENGTHS					
		DETAIL ASPECTS REQUIRING IMPROVEMENT					

GOALS			
ACHIEVED GOALS SET IN PREVIOUS REVIEW?			
GOALS FOR NEXT REVIEW PERIOD			
COMMENTS AND APPROVAL			
EMPLOYEE COMMENTS		REVIEWER COMMENTS	
EMPLOYEE SIGNATURE		DIRECTOR SIGNATURE	
			FORMAN SIGNATURE
			EMPLOYEE REP SIGNATURE

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. R2019-149

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, 2018; and

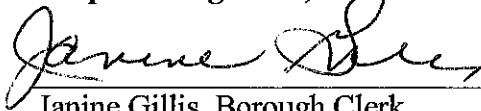
WHEREAS, the parties have reached agreement on a successor agreement for the period January 1, 2019 through December 31, 2023 with respect to the employment relationship between the parties, which has been ratified by the Association; and

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, 2019 through December 31, 2023.
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: August 12, 2019



Janine Gillis, Borough Clerk