

BOROUGH OF BRADLEY BEACH, MONMOUTH COUNTY

ORDINANCE 2018-28

**AN ORDINANCE TO AMEND CHAPTER 78 OF
THE CODE OF THE BOROUGH OF BRADLEY BEACH**

WHEREAS, the Borough of Bradley Beach (“Borough”) has adopted Chapter 78, “Personnel Policies,” to govern the terms and conditions of employment with the Borough; and

WHEREAS, the Borough is party to certain collective bargaining agreements entered into with bargaining units representing Borough employees; and

WHEREAS, those collective bargaining agreements also provide terms and condition of employment with the Borough for the bargaining unit’s membership; and

WHEREAS, the Borough has adopted a Personnel Policies and Procedures Manual and an Employee Handbook which set forth the Borough’s policies and procedures as an employer; and

WHEREAS, that Manual was recently updated to include changes mandated by the Monmouth County Joint Insurance Fund’s (JIF) personnel policy committee in order to continue the Borough’s eligibility for deductible and co-payment incentives; and

WHEREAS, it is in the interests of the Borough and its employees that these sources of information regarding the terms and conditions of employment with the Borough be clear and consistent;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Bradley Beach, Monmouth County, State of New Jersey, that Chapter 78 of the Borough Code shall be amended and shall read as follows:

Chapter 78. Personnel Policies

§ 78-1 Application for employment.

Applicants for employment shall apply on forms provided by the Clerk, which have been designed to obtain pertinent information concerning the applicant's education, training, experience, character and other factors necessary to determine his or her fitness and qualification for service to the Borough. All applications shall be filed with the department in which the applicant seeks employment. -Where it appears that an applicant is otherwise qualified for employment, the department may require that the applicant furnish evidence that he or she is physically fit for the position for which he or she seeks employment.

§ 78-2 Personnel record card; probationary period; ~~temporary, part-time and full-time,~~ part-time and temporary employees.

A. Every permanent employee must file a personnel record card, as provided by the Borough Clerk. The personnel record card file shall be a confidential record, in charge of the Borough Clerk.

B. No regular appointment nor employment shall be made unless the office or position already exists, or shall be created by a resolution of the Borough Council, stating the title, term and compensation thereof, and unless there is an appropriation for such compensation ~~is available~~.

C. Unless otherwise provided herein or by collective bargaining agreement currently in effect in the Borough Clerk's office ~~by law~~, any regular appointment or employment shall be probationary for a period of one year, and may be canceled within that time by written notice of the department concerned, to the Borough Clerk and to the employee. The supervisor of the department shall not be required to give any reason for such action.

D. Temporary employees may be hired by the supervisor with the approval of the Mayor and Council as needed.

E. A regular full-time employee shall be such employee who works on a regular continuing basis for a full workday on a regular and continuing basis; a regular part-time employee shall be an employee who works on a regular and continuing basis but does not work full workdays but only works portions of days of employment on a continuing basis. A full workday shall be deemed a normal day of work from the beginning of the workday to the end of the workday in any department or departments.

§ 78-3 ~~Time and attendance; P~~pay periods; ~~late or absent employees;~~ overtime.

~~A. Each supervisor shall keep accurate records of time and attendance for each employee under his charge and shall certify such records to the Borough Clerk before 9:00 a.m. on Monday following the end of each pay period.~~

~~B.~~ Pay periods for regular and part-time employees shall be the 15th and 30th of each month, except when the 15th or 30th falls on a Saturday, Sunday or holiday, the pay day shall be the Friday before. Temporary or special employees shall be paid by the hour.

~~C. Each supervisor shall notify the Borough Clerk before 9:30 a.m. daily of any late or absent employees and the reason therefor.~~

~~D. To avoid interruption of necessary services, every employee, whether regular or temporary, who is unable to report on time for an assigned duty shall notify his superior beforehand, if possible.~~

~~E. Lateness or absence from duty may be cause for disciplinary action, unless excused for good reason.~~

~~FB. Regular full-time employees shall work a forty (40) hour week, unless otherwise provided in a collective bargaining agreement currently in effect on file in the Borough Clerk's office. Hours of work may be determined by each supervisor for the sub-departmental agencies under his or her direction.~~

~~CG. Regular full-time employees shall be entitled to overtime in accordance with law and with the collective bargaining agreements currently in effect on file in the Borough Clerk's office. Overtime, except in emergency, must be authorized by the supervisor. Emergency overtime may be authorized by the supervisor. Pay shall be time and a half, except that police officers shall be paid straight time or compensatory time. "Overtime" means after 40 hours per week.~~

§ 78-4 Holidays.

~~A. Holidays for members of the Police Department shall be in accordance with Due to the emergency nature of the work of the Police Department, the provisions of this section shall not be applicable to members of the Police Department the PBA collective bargaining agreements currently in effect on file in the Borough Clerk's office shall apply, but such members may be granted compensatory time off when required to work on holidays, or equitable cash compensation per the PBA contract currently in effect at the Borough Clerk's office.~~

~~B. Observance of holidays.~~

~~(1) The following holidays with pay shall be observed by the Borough: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, employee's birthday, Martin Luther King Jr. Day, and Columbus Day.~~

~~(2) In addition to the aforementioned, the following holidays shall be given and observed by the Borough to employees of the Department of Public Safety, Department of Finance and Department of Public Works as herein set forth:~~

~~———— (a) Department of Public Safety: Yom Kippur and Easter.~~

~~———— (b) Department of Finance: two roving days.~~

~~———— (c) Department of Public Works: two roving days.~~

~~C. If a holiday falls on a Sunday, it shall be observed on the following Monday, and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.~~

~~D. In the event that an official holiday is observed during an employee's vacation, he shall be entitled to an additional vacation day, and if an official holiday occurs while an employee is on~~

~~sick leave, he shall not have that holiday charged against sick leave. Full-time employees are entitled to paid holidays specified in the contracts for UFCW Local 152 or PBA Local 50.~~

B. Permanent full-time employees other than members of the Police Department shall be entitled to the same paid holidays as those offered to the members of UFCW Local 152 in accordance with the public employees' collective bargaining agreement currently in effect on file in the Borough Clerk's office.

C. A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

§ 78-5 Vacations.

~~Regular-Permanent~~ full-time employees shall receive vacation credits in accordance with the ~~PBA and Local 56 152 contracts currently~~ collective bargaining agreements currently in effect ~~on file~~ in the Borough Clerk's office. Part-time and temporary employees shall not receive vacation credits. ~~Unless otherwise provided herein or in a collective bargaining agreement, a~~ All vacations shall be taken during the current year, and vacation time shall not be accumulated ~~except with the permission of the supervisor~~ Department Head. Vacation schedules shall be approved ~~in advance~~ by the supervisor in charge. **Vacation time that has accrued prior to the effective date of this ordinance is exempted from the requirement that vacation time be taken during the current year, and said accrued vacation time shall not be subject to forfeiture.**

§ 78-6 Sick leave.

A. ~~Unless otherwise provided herein or in a collective bargaining agreement currently in effect on file in the Borough Clerk's office, , As used in this section,~~ "sick leave" shall mean paid leave that may be granted to an employee who, through sickness or injury, becomes incapacitated to a degree that makes it impossible for him ~~or her~~ to perform the duties of his ~~or her~~ position, or who is quarantined by a physician because he ~~or she~~ has been exposed to a contagious disease.

B. Part-time and temporary employees shall ~~not~~ be eligible for sick leave on a pro-rated basis.

C. Regular full-time employees shall receive sick leave credits of 1.1667 working days for each month of service for a total of 14 days per year of service, which may be accumulated in accordance with the ~~PBA and Local 56 contracts~~ collective bargaining agreements currently in effect on file in the Borough Clerk's office. ~~If any such employee uses none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave or absence with pay, if and when needed, at such employee's pay scale at the time of using the sick leave.~~

(1) All employees who have taken less than two (2) sick days' leave in any calendar year shall receive additional vacation days in the ensuing year in accordance with the following schedule:

- (a) Zero sick days taken: two (2) additional vacation days.
- (b) One sick day taken: one (1) additional vacation day.

(2) ~~Said employee~~ Employees shall receive three (3) extra vacation days for the second year, and three (3) extra vacation days for each consecutive, continuous year thereafter if no sick leave is taken in any such year.

D. In order to avoid interruption of necessary public services, any absence for which sick leave is claimed shall be reported to the employee's supervisor or to the Borough Clerk in advance of the employee's tour of duty. Failure to do so without good cause may be recorded as absence without leave with consequent loss of pay.

E. Sick leave claims shall be approved by the employee's supervisor, who shall satisfy himself or herself they are justified before certifying them to the Borough Clerk.

F. After three days of sick leave, the supervisor may require a report from the attending physician or examination by the Borough physician to determine justification of sick leave claims. Refusal of an employee to comply with the instructions of his or her physician or to cooperate with the Borough physician may cause rejection of sick leave claims.

§ 78-7 Death in immediate family.

A. In case of death in the immediate family of any employee, ~~thean employee shall be granted the supervisor may grant up to three days' leave, if necessary with pay. Please refer to the PBA and Local 56 contracts currently in effect on file with the Borough Clerk's office.~~

B. The "immediate family" shall include spouse, father, mother, brother, sister, son, daughter, stepchild, father-in-law, mother-in-law, step-parent, step-parent in law, grandmother, grandfather, domestic partner, or relative living with the employee.

C. The Borough may require reasonable verification of the event.

D. Such bereavement leave may be taken in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of bereavement.

E. An employee may make a request ~~to~~of the Department Head or his or her designated representative for time off without pay to attend a funeral ~~of persons not covered by this section, which shall be~~ separate and distinct from bereavement leave, which approval shall not be unreasonably withheld.

~~B. The Borough may require reasonable proof of such death. Under extenuating circumstances, the supervisor of each department, or his designee, may extend the death leave of an employee.~~

§ 78-8 Benefits for regular full-time employees only.

No holiday, ~~benefits~~, vacation, or personal day benefits or sick leave shall be given or granted to any employee of the municipality unless said employee is a regular full-time employee.

§ 78-9 Personal day off with pay.

Personal days off for all regular full-time employees are ~~governed~~ in accordance with ~~the PBA and Local 56 contracts~~ the collective bargaining agreements currently in effect on file in the Borough Clerk's office.

§ 78-10 Disability in performance of duty.

~~A. Procedure. If an employee becomes injured or disabled while at work, he shall promptly obtain first aid or medical attention if needed. He shall then report to his supervisor who shall determine if the injury or disability was sustained in the proper performance of duty and make a full report to the Borough Clerk. Unless the injury is very minor, the Borough Clerk shall file a workers' compensation claim and report the injury to the employee's retirement system so that his right to insurance and possible disability retirement is protected.~~

~~B. Salary. In accordance with the PBA and Local 56 contract on file in the Borough Clerk's office, a regular employee temporarily disabled in the line of duty shall receive his regular salary, less any temporary insurance compensation during such disability and from the date of the incident that caused such temporary disability, and the absence from work shall not be charged against his sick leave during the period of time and temporary disability. After disability insurance compensation ceases, he shall continue to receive his accumulated sick leave and vacation benefits until used; thereafter no benefits shall accrue or be paid.~~

~~C. Disability retirement pension. If, after such disability, a regular employee is physically unable to resume his former work, he may apply for a disability retirement pension. Employees who suffer job related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers' Compensation Act. The Borough covers workers compensation benefits through its membership in a joint insurance fund. Any occupational injury or illness must be immediately reported to a supervisor or Department Head. All required medical treatment must be performed by a Workers' Compensation Physician appointed by the joint insurance fund.~~

§ 78-11 Outside employment.

Employees shall not engage in outside employment that conflicts with their responsibilities to the Borough. Employees may engage in outside employment in accordance with the collective bargaining agreements currently in effect on file in the Clerk's office. ~~Employees shall not accept outside employment or engage in outside business activities without the approval of the supervisor, and approval shall be subject to withdrawal by the supervisor; in accordance with Local 56 contract currently in effect on file with the Borough Clerk's office.~~

§ 78-12 Disciplinary action.

A. ~~Disciplinary actions enumerated.~~ An employee may be disciplined by his or her immediate supervisor when ~~and to the extent authorized by the supervisor~~ just cause exists, by any of the following actions, which are stated in order of severity:

- (1) Informal, verbal reproof.
- (2) Written reproof.
- (3) Suspension from duty.
- (4) Dismissal.

B. ~~Hearing. Any employee disciplined under the provisions of this section shall, upon request, be granted a hearing before the supervisor of the department. A reasonable opportunity for such hearing shall be granted before the imposition of disciplinary action, except that an employee may be summarily suspended if it is deemed that the circumstances so warrant, in such case, if, after the hearing, it appears that the suspension was not proper, the supervisor may order reinstatement with pay; in accordance with the PBA and Local 56 contracts in effect on file with the Borough Clerk's office.~~ Employees shall be entitled to contest disciplinary actions in accordance with the ~~grievance provisions of the~~ collective bargaining agreements currently in effect on file in the Borough Clerk's office.

§ 78-13 Meritorious actions.

It is hereby declared to be the policy of the Borough to recognize and encourage meritorious actions on the part of its officers and employees. To this end, letters of commendation concerning Borough employees from their superiors and from members of the public with whom they deal shall be directed to the attention of the Borough Council, and then so recorded in the employee's personnel file. In addition, the Borough Council may, on its own motion, commend the work of particular officers and employees and cause such commendation to be inserted in their personnel files. If any meritorious action or suggestion results in a substantial financial saving to the Borough ~~property or reduction of the cost of operation~~, the Borough Council may reward the employee by granting extra vacation leave.

§ 78-14 Retirement.

A. All employees enrolled in the Public Employee's Retirement System, the Police and Fireman's Retirement System or the Consolidated Police Pension Fund, and Federal Social Security Agency are subject to payroll deductions, and Borough contributions to their credit are made in accordance with the regulations of those agencies.

B. Retirement applications may be made in accordance with the regulation of those agencies.

C. An employee retiring for length of service, which said length of service shall be 25 years or more ~~as of the adoption date of this amendment, [1]~~ shall have the option of accepting a cash separation payment for accumulated sick leave or, ~~in lieu of accepting a cash separation payment for accumulated sick leave, shall have the option, if such option is exercised in writing, to receive~~ terminal leave time equal to the employee's total accumulated sick leave, in accordance with the collective bargaining agreements currently in effect on file in the Borough Clerk's office, being the total time of accumulated sick leave and not a one-half basis thereof; in accordance with the PBA and Local 56 contracts in effect on file with the Borough Clerk's office.

D. ~~After the adoption date of this amendment [2], t~~The maximum amount of a cash separation payment for accumulated sick leave for an employee retiring for length of service with 25 years or more years of service is \$25,000, unless otherwise stipulated in a ~~contractual agreement or in accordance with the PBA and Local 56 contracts~~ collective bargaining agreement currently in effect on file in the Borough Clerk's office.

~~E. Health and dental and prescription drug benefits. The Borough will provide health and dental benefits and prescription drug benefits to Borough retirees who have completed 25 years or more of full-time employment for the Borough or who have retired on a state-approved disability.~~

§ 78-15 Dismissal or resignation.

Upon the dismissal or resignation of any employee, any and all accumulated sick leave, to the date of such dismissal or resignation, shall be deemed voided, vacated and forfeited, and any such employee shall not be entitled to any accumulated sick leave credits upon such dismissal or resignation.

§ 78-16 Salaries.

Salaries and compensation for employees and officers of the Borough shall be as follows:

A. ~~Officers and employees paid a specific salary.~~ The salaries for the various positions throughout the Borough are set by ordinance by the Mayor and Council. Current salary information on salaries is available from the office of the Borough Clerk on file in the Borough Clerk's office.

B. Regular full-time employees shall be entitled to salary increases, adjustments and longevity benefits in accordance with the collective bargaining agreements currently in effect on file in the Borough Clerk's office. Longevity benefits.

~~(1) Longevity percentage.~~

- ~~(a) One to four years of employment: 0% of base salary.~~
- ~~(b) Five to eight years of employment: 4% of base salary.~~
- ~~(c) Nine to 12 years of employment: 6% of base salary.~~
- ~~(d) Thirteen to 16 years of employment: 8% of base salary.~~
- ~~(e) Seventeen to 20 years of employment: 10% of base salary.~~
- ~~(f) Twenty one years and over of employment: 12% of base salary.~~

~~(2) Any employee hired after January 1, 1995, and who is a member of the UFCW Local 56, the longevity percentage will read as follows:~~

- ~~(a) One to four years of employment: 0% of base salary.~~
- ~~(b) Five to eight years of employment: 2% of base salary.~~
- ~~(c) Nine to 12 years of employment: 4% of base salary.~~
- ~~(d) Thirteen to 16 years of employment: 6% of base salary.~~
- ~~(e) Seventeen to 20 years of employment: 8% of base salary.~~
- ~~(f) Twenty one years and over of employment: 10% of base salary.~~

C.

~~(3) The computation of longevity benefits shall be based upon the commencement date of employment of the employee on a calendar year basis, i.e., if the commencement of employment was a time in the year 1970, then longevity benefits shall begin as of January 1, 1974. Commencement of employment in any year shall, for longevity computations, be deemed to have commenced as of January 1, of such year. In the table above in any category, the initial number indicates commencement of that year of service and the subsequent number indicates the completion of years of service.~~

DC. Decline salary increase. Employees hereby have the option and right to decline a salary increase if they so desire; such declination, as exercised, shall be in writing and effective upon presentation and may not be waived thereafter.

~~D. Effective date. The amendments and supplements codified in this section by ordinance shall take effect when finally passed and published according to law.~~

~~§ 78-17 Violations and penalties.~~

~~The penalty for violation of any provision of this chapter where no other penalty is provided shall be as provided in Chapter 1, Article II, General Penalty, of this Code.~~

§ 78-178 Benefits for part-time employees.

A. No part-time employee shall receive health benefits and/or insurance benefits paid for by the Borough; provided, however, that where permitted by the existing plan all part-time employees may arrange for their own payment of health benefits and/or insurance benefits and receive same at any available group rate to be paid by the part-time employee.++

B. For purposes of this section, part-time employees shall be deemed to be all employees not defined as regular full-time employees under § 78-2(E) of this chapter.

§ 78-18 Military leave

When a full-time employee who is a member of the reserve component of any United States armed force or the National Guard of any state, including the Naval Militia and Air National Guard, is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay, except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. -Thereafter, the Borough requires the employee to utilize all of his or her accumulated time, and then the Borough pays the difference between military pay and the employee's regular salary. -The paid leave will not be counted against any available time off, including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave, but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave, plus an additional thirty (30) calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Borough's group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

§ 78-19 Leave of absence

Employees may be granted a personal leave of absence for up to six (6) months at the discretion of the governing body if the leave does not cause undue operational disruption. The leave must include the use of accrued vacation, sick and personal time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit. In exceptional circumstances, the governing body may extend a leave of absence for an additional six (6) months, if such extension is considered to be in the best interests of the Borough.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, orf for extended vacation time. Employees on personal leave of absence for more

than two (2) weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. A personal leave is granted with the understanding that the employee intends to return to work for the Borough. If the employee fails to return within five (5) business days after the expiration of the leave, the employee shall be considered to have resigned.

§ 78-20 Jury duty

An employee who is required to render jury service will be paid the difference between any payment received for jury service and the employee's regular salary.

§ 78-13 Personnel Policies and Procedures Manual and Employee Handbook

To the extent not inconsistent with law, Borough ordinance or collective bargaining agreements currently in effect on file in the Borough Clerk's office, the ~~terms contained in the Borough of Bradley Beach Personnel Policies and Procedures Manual and the Borough of Bradley Beach Employee Handbook~~ shall govern the terms and conditions of employment with the Borough of Bradley Beach.

BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the Courts to be invalid, such adjudication shall only apply to the section, paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon passage and publication in accordance with applicable law.

SO ORDAINED as aforesaid.

~~Introduced by Mayor Engelstad.~~

~~Seconded by Councilman _____ and adopted on roll call by the following vote:~~

~~AYES _____ NAYS _____ ABSTAIN _____ ABSENT _____~~

~~Mr. Weber
Mr. Goldfarb
Mr. Bonnell
Mr. Cotler
Mayor Engelstad~~

CERTIFICATION

~~_____ I, Kelly Barrett, Municipal Clerk, Borough of Bradley Beach, Monmouth County, New Jersey, do hereby certify that the foregoing Ordinance was duly adopted by the Mayor and Council at the _____ meeting.~~

_____ **KELLY BARRETT, RMC, CMR**
Municipal Clerk