

3-0584

Contract no. 318

13-06

ROGERS UNIVERSITY

NOV

INSTITUTE OF MANAGEMENT  
SCIENCE

A G R E E M E N T

BETWEEN

~~THE BOROUGH OF AVON-BY-THE SEA~~

Borough of  
And

~~THE AVON POLICE ASSOCIATION~~

P.B.A. LOCAL NO. 50

January 1, 1988 through December 31, 1990

LAW OFFICES OF

RUDERMAN & GLICKMAN  
56 Park Place  
Newark, New Jersey 07102  
(201) 624-7755

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PREAMBLE

This Agreement effective as of the            day of            ,  
1989 by and between the Borough of Avon-by-the-Sea, Monmouth  
County, New Jersey, hereinafter referred to as the "Employer" and  
the Avon Policemen's Association of Local PBA Local #50, hereafter  
referred to as the "Association."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto  
to promote and improve the harmonious and economic relations  
between the Employer and its employees and to establish a basic  
understanding relative to rates and hours of work and other  
conditions of employment consistent with the law:

NOW THEREFORE, in consideration of these promises and mutual  
covenants herein contained, the parties hereby agree with each  
other with respect to the employees of the Employer recognized as  
being represented by the Association as follows:

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1. The Employer hereby recognizes the Association as the sole and exclusive representative of all employees in the negotiation unit as defined in Article I, Section 2, herein, for the purpose of collective bargaining and all activities and processes relative thereto.

SECTION 2. The bargaining unit shall consist of all the regular full-time police officers of the Avon Police Department now or hereafter employed except the Chief of Police.

SECTION 3. The Agreement shall govern all wages, hours and other conditions of employment herein set forth.

SECTION 4. This Agreement shall be binding upon the parties.

## ARTICLE II

### MANAGEMENT

SECTION 1. Nothing in this Agreement shall interfere with the rights of the Employer in accordance with the applicable law, rules and regulations to:

(a) Carry out the statutory mandate and goals assigned to a municipality utilizing personnel, methods and means in the most appropriate and efficient manner possible.

(b) Manage employees of the Employer, to hire, promote, transfer, assign or retain employees in positions within the Employer and in that regard to establish reasonable work rules. Such work rules shall be in written form and a copy shall be provided to each member of the Association with applicable amendments thereto. The copy supplied to members of the Association shall be of such proportion as to fit in the rear pocket of uniform trousers.

(c) Suspend, demote, discharge or take other appropriate disciplinary action against an employee for just cause; or 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. Reduction of certified personnel employed in the Police Department and performing police functions if laid off, seniority shall prevail at all times in the order of any layoff and subsequent rehiring.

(d) Nothing in this Agreement shall interfere in any way with the statutory or case law powers of the Director of Public Safety.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department and having the grievance adjusted without the intervention of the Association.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation, application or adherence to the terms and conditions of this Agreement or violation of policies or work rules affecting the Association or any of its members, or the applicability of any law affecting an individual employee, the Association or the Borough of Avon.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

(a) The Association or an employee shall institute

action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the parties and the Chief of the Department, or his designee, for the purpose of resolving the matter informally. Failure to act within the said ten (10) days shall be deemed to constitute an abandonment of this grievance.

(b) The Chief of the Department, or his designee, shall render a decision within ten (10) days after receipt of the grievance, unless a hearing cannot be set within that time.

(c) For the purpose of this Step One an action shall be considered "instituted" upon receipt by the Chief of the Department, or his designee, of a written statement setting forth the grievance and a request for a decision.

Step Two:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing by the Association and signed by the aggrieved and filed with the Director of Public Safety (or his representative) within five (5) days following the determination by the Chief of the Department.

(b) The Director of Public Safety, or his representative, shall render a decision in writing within five (5) days from the receipt of a grievance, unless additional time is necessary for a hearing.

ARTICLE IV

ARBITRATION

Step Three:

(a) If such grievance is not resolved to the satisfaction of the Association following such meeting, the Association may refer the matter within ten (10) days to the American Arbitration Association for binding arbitration. The rules of the American Arbitration Association shall govern the conduct of any hearing.

(b) After hearing the dispute, the Arbitrator shall render his decision within thirty (30) days, which decision shall be final. The expense of all such arbitration shall be borne equally by the parties.



ARTICLE VI  
WORKING HOURS

SECTION 1. The parties understand and agree that the standard weekly work schedule for employees covered by this Agreement requires employee services continuously throughout the seven (7) day week, and that the standard work week shall consist of forty (40) hours of work and eight (8) hours within a twenty-four (24) hour period, which shall be the standard work week on the assigned schedule.

SECTION 2. The work week shall consist of forty (40) hours on a shift on a schedule to be approved by the Chief of Police or his designee.

SECTION 3. In times of emergency, all members of the Association are subject to call unless they are on authorized sick or injury leave.

SECTION 4. The Police Chief may from time to time call general police meetings for purposes of instruction and/or procedural guidance and information.

SECTION 5. Overtime compensation pay at the rate of time and one-half will be paid to any member of the Association for all work performed beyond the forty (40) hour weekly schedule. It is understood that paid time off is part of the forty (40) hour week. It is further understood that the employees shall have the option to have overtime as compensatory time off at time and one-half of the overtime hours worked.

SECTION 6. The minimum call back/call in time shall be of two

(2) clock hours in duration.

SECTION 7. All officers shall be entitled to personal days in accordance with the following schedule, subject to the approval of the Chief of Police; except in emergency, 72 hours prior notice must be given:

After one (1) year of service: 2 personal days

After three (3) years of service: 3 personal days

After five (5) years of service: 4 personal days

SECTION 8. Any officer held over on duty following the end of his regular shift shall receive compensation for such additional time and time and one-half.

## ARTICLE VII

### COLLECTIVE BARGAINING PROCEDURE

SECTION 1. Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Director of Public Safety or his designee, and the committee of the Association, or their designee, shall be the respective negotiating agents for the parties.

SECTION 2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

SECTION 3. Employees of the Employer who may be designated by the Association to participate in collective bargaining meetings called for the purpose of the negotiation of a Collective Bargaining Agreement, will be excused from their work assignments if assigned to regular duty at that time.

SECTION 4. Ordinarily, not more than three (3) representatives of each party shall participate in collective bargaining meetings.

SECTION 5. The parties shall commence negotiations for a new or successor Agreement no later than 150 days prior to the Employer's required budget submission date which shall be defined as the first budget implementing the new or successor Agreement.

ARTICLE VIII

VACATIONS

SECTION 1. Full-time employees shall receive vacation with pay in each calendar year according to the following schedule:

New employees - for the first year's work. . . . .1 week  
After the first year and up to the tenth . . . . .2 weeks  
After the tenth year and up to the twentieth year. . .3 weeks  
Over twenty years. . . . .4 weeks

SECTION 2. In order not to hamper proper and efficient police operations, both parties agree that the scheduling of vacations must be left to the Employer, but the following conditions shall be observed in such scheduling:

- (a) Selection of vacation shall be based on seniority.
- (b) Employees shall be able to take vacation in any of the twelve (12) months of the year.
- (c) Employees shall have the option of splitting their vacation period with another agreeable employee with the authorization of the Chief of Police.
- (d) No more than one regular officer shall be on vacation at the same time. If more than one man requests vacation at the same time, it shall be subject to the approval of the Chief of Police and Director of Public Safety.
- (e) All employees will submit vacation schedule by March 1 of each year.

ARTICLE IX

HOLIDAYS

SECTION 1. The Employer agrees to provide thirteen (13) holidays to all full-time employees of the Police Department, to be paid at the employee's regular hourly rate of pay. It is agreed, however, that no employee shall be allowed to accumulate more than seven (7) holidays to be cashed in at the end of the calendar year. All other holidays not accumulated shall be taken as a compensatory day off at the employee's regular rate of pay.

ARTICLE X

SICK LEAVE

SECTION 1. DEFINITION:

(a) Sick leave is hereby defined to mean, absence from duty, due to illness. Does not include Injured on Duty.

SECTION 2. VERIFICATION OF SICK LEAVE:

(a) An employee who shall be absent from duty on sick leave for five (5) or more consecutive working days, shall be required to submit a doctor's note substantiating the illness.

(b) An employee who has been absent from duty on sick leave for periods totaling eight (8) non-verified days in any one calendar year consisting of periods less than five (5) days, the Director of Public Safety will notify said employee in writing that any additional sick days will require a doctor's note for the remainder of that calendar year.

(c) If an employee uses four sick days non-verified during one calendar year either before or after his normal days off, the Director of Public Safety will notify said employee in writing that any additional sick days used in this manner will require a doctor's note for the remainder of the calendar year.

(d) All verified sick leave will not be included in section (b) and (c) of this article, nor will Injured on Duty be included in sections (b) and (c).

SECTION 3. Any employee governed by this Agreement is notified in writing after the eighty (8th) day as stated in section (b) or after the fourth (4th) day as stated in section (c), and

fails to comply with said request of a doctor's note and does not submit same, will result in said employee to lose a day's pay at the employee's regular rate of pay for each day out sick.

SECTION 4. INCENTIVE:

(a) All employee's will be entitled to the following sick leave incentive:

No days out sick for the calendar year. . . . .	\$250.00
One (1) day out sick for the calendar year. . . . .	187.50
Two (2) days out sick for the calendar year . . . . .	125.00
Three (3) days out sick for the calendar year . . . . .	62.50
More than three (3) days out sick for the calendar year - NO INCENTIVE	

(b) All incentive pay will be earned and payable on the last pay day of the year, shall not be paid pro rata for any portion of the calendar year and shall not be part of the salary check.

ARTICLE XI  
INJURY LEAVE

SECTION 1. Whenever a member of the Association is incapacitated from duty because of physical injury sustained in the performance of his duty, he shall receive his salary less such amounts as shall accrue or be paid to said injured member by Worker's Compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits and authorized by Worker's Compensation Statutes of the State of New Jersey. However, any permanent or partial permanent award made to said employee by any Worker's Compensation Court or any other Court of competent jurisdiction, shall be and remain the property of the said employee and shall not be reimbursed to the Employer.

SECTION 2. An Association member shall, as soon as practicable, after a physical injury has occurred in the course of duty, file a Worker's Compensation Petition and failure to do so shall render this provision for payment of salary void, and said salary shall cease forthwith.

SECTION 3. The provisions herein recited in the event of a physical injury sustained by a member of the Association in the course of duty, shall not exceed the term of period of 180 days from the onset of said physical injury. The time wherein said member of the Association is not permitted or is unable by reason of certifications by a qualified physician to perform such duties as shall be directed by the Chief of Police, or his designee, resulting from the said physical injury, shall not be charged



against sick leave of the said Association member. The physician referred to herein shall be acceptable to both parties.

SECTION 4. The Employer retains the right in its discretion to extend the period of payment referred to in all of the sections hereinbefore recited, due to injury beyond the term of 180 days if permitted by law.

SECTION 5. In the event a disagreement arises with respect to the existence or extent of a job-connected disability, such issue shall be determined by a qualified physician agreed to by both parties to this Agreement.

ARTICLE XII

NO-STRIKE PLEDGE

SECTION 1. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) work stoppage, slowdown, walkout, or other deliberate interference with normal work procedures against the Borough of Avon. This Association agrees that such action would constitute a material breach of this Agreement.

SECTION 2. In the event of a strike, slowdown or walkout, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

SECTION 3. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with normal work procedures against the Borough of Avon.

SECTION 4. Nothing contained in this Agreement shall be construed to limit or restrict the Borough of Avon or Director of Public Safety in its right to seek and obtain such judicial relief

as it may be entitled to have in law or in equity for injunction or damages or both in the event of any breach by the Association or its members.

ARTICLE XIII

EXCHANGE OF DAYS OFF AND TIME OFF

SECTION 1. The Chief of the Police Department or his representative may grant a request of any member of the Department to exchange hours, duty, or days off, subject to rules and regulations pertaining to all members who make this request. The request shall not be unreasonably or arbitrarily denied.

SECTION 2. The employees shall be able to use any overtime accumulated during the year as compensatory time off.

ARTICLE XIV  
DEATH IN FAMILY

SECTION 1. Employees shall be allowed the following time off in case of the death of father, mother, grandfather, grandmother, wife, son, daughter, brother, sister: three (3) days.

SECTION 2. For grandchild, uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree, the day of the burial only.

SECTION 3. For father-in-law, mother-in-law, son-in-law, daughter-in-law, the day of the burial at the discretion of the Chief of Police.

SECTION 4. Exceptions to these rules may be made where the deceased is buried in another city and the member would be unable to return in time for duty with the leave granted, subject to approval of the Chief of Police and the Commissioner of Public Safety. The employee agrees that any additional time off will be charged against compensatory time.

ARTICLE XV

P.B.A. REPRESENTATIVES

SECTION 1. The Employer agrees to grant the necessary time off without loss of pay to the President of the PBA Local #50 and such other members of the Local PBA #50 selected as delegates to attend any State or National Convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26C-4.

SECTION 2. In addition, the local delegate shall be entitled to one day off each year with pay to attend to PBA Local #50 matters.

ARTICLE XVI

MAINTENANCE AND MODIFICATION OF WORK RULES

SECTION 1. All work rules and conditions of employment relating to general working conditions contained in the rules and regulations of the Police Department, Ordinances or Resolutions of the Borough pertaining the Police employees, or directives from the office of the Police Chief, or Director of Public Safety, which are of universal application within the Police Department, currently in effect, shall be maintained for the life of this Agreement, unless changed in writing by both parties to this Agreement, subject to the necessity of any ordinance change.

ARTICLE XVII

HOSPITALIZATION, LIFE INSURANCE AND WELFARE

SECTION 1. Whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of or incidental to the performance of his duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

SECTION 2. The above mentioned necessary means for the defense of such action shall mean, for a criminal matter, legal advice and legal defense of an attorney chosen by the employee. When the action is civil in nature, the Employer shall furnish an attorney, except where a claim is made for punitive damages or in any other matter not covered by the Employer's insurance policy. In that event, and for that purpose or claim only, the employee shall have the right to an attorney of his choosing at the expense of the Employer.

SECTION 3. The Borough of Avon shall provide and assume all the costs for hospitalization and medical insurance for all full-time regular police officers and their dependents.



This shall include the following:

- (1) Blue Cross/Blue Shield
- (2) Rider J
- (3) Major Medical

The Employer may substitute a comparable plan provided the amount and extent of medical insurance coverage remains the same. The term dependents used herein shall include only the employee's immediate family and it is specifically understood that it shall not include mothers, fathers, uncles, aunts, mothers-in-law, fathers-in-law, nieces, nephews, etc., and all other persons of similar standing.

Section 4: The Borough shall continue to pay premiums for employees covered by this Agreement who have retired after not less than twenty-five (25) years of service, until said employee reaches the age at which time he/she is entitled to and eligible to enroll in the Medicare program.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

SECTION 1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be 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.

SECTION 2. If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

ARTICLE XIX

DISCRIMINATION AND COERCION

SECTION 1. There shall be no discrimination, interference or coercion by the Employer or any of its agents against the employees represented by the Association because of membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, sex, national origin or political affiliation.

ARTICLE XX  
BULLETIN BOARD

SECTION 1. The Employer will provide a Bulletin Board in a conspicuous location in the Patrol Division for the use of the Association for posting notices concerning Association business and activities. All such notices shall be posted only upon the authority of officially designated Association representatives and shall not contain salacious, inflammatory or annoying material.

ARTICLE XXI

CLOTHING ALLOWANCE

SECTION 1. A clothing allowance in the amount of Four Hundred Fifty Dollars (\$450.00) shall be paid by the Borough of Avon to each full-time regular police officer in each year of this contract. Detectives shall receive Four Hundred Fifty Dollars (\$450.00).

SECTION 2.

(a) In the event a regular police officer's uniform is to be cleaned or found to be in need of repairs or replaced, the Chief of Police or his designee, shall inform said employee to correct violation within two weeks. If corrections are not made, new uniform will be purchased and deducted from employee's salary.

(b) A clothing maintenance allowance in the amount of Four Hundred Seventy-Five Dollars (\$475.00) per annum shall be paid by the Borough of Avon to each full-time regular police officer, same to be paid by July 1. Payment shall be pro rated for any such officer not working the full calendar year.

SECTION 3. The Employer, with the Chief's approval, agrees to replace any uniforms or equipment which is damaged in the execution of the employee's duties.

ARTICLE XXII

SALARY

SECTION 1. Effective January 1, 1988, all employees shall be compensated according to the following schedule:

<u>Rank</u>	<u>Base Pay</u>
Captain	36,221
Lieutenant	34,030
Policeman (after 3 years)	31,859
Policeman (after 2 years)	28,620
Policeman (after 1 year)	27,271
Policeman (probationary with certification)	25,500
Policeman (probationary without certification)	21,766

SECTION 2. Effective January 1, 1989, all employees shall be compensated according to the following schedule:

<u>Rank</u>	<u>Base Pay</u>
Captain	39,028
Lieutenant	36,667
Policeman (after 3 years)	34,328
Policeman (after 2 years)	30,838
Policeman (after 1 year)	29,384
Policeman (probationary with certification)	27,477
Policeman (probationary without certification)	23,452

SECTION 3. Effective January 1, 1990, all employees shall be compensated according to the following schedule:

<u>Rank</u>	<u>Base Pay</u>
Captain	42,053
Lieutenant	39,509
Policeman (after 3 years)	36,989
Policeman (after 2 years)	33,228
Policeman (after 1 year)	31,661
Policeman (probationary with certification)	29,606
Policeman (probationary without certification)	25,270

ARTICLE XXIII

LONGEVITY PAY

Section 1: Each officer shall receive as additional compensation the following:

<u>Beginning With</u>	<u>Longevity Amount</u>
Fifth year of service	2% of base pay
Tenth year of service	4% of base pay
Fifteenth year of service	6% of base pay
Twentieth year of service	8% of base pay
Twenty-Fifth year of service	10% of base pay

Longevity will be paid during the first pay period of December of that year and will not be part of the monthly earnings.

Section 2: **TERMINAL LEAVE:** All full time employees covered by this agreement and who have been employed by the Borough for a minimum of twenty (20) years shall receive upon retirement, in addition to any and all other benefits due, a sum of money equivalent to ninety (90) days salary at said employee's regular rate of pay at the time of said retirement. Any full time employee covered by this Agreement who has been employed by the Borough for minimum of twenty (20) years shall receive upon death, the sum of money equivalent to ninety (90) days salary at said employee's regular rate of pay at the time of death. Payment is conditioned upon death occurring during the time such employee is actively employed by the Borough.



ARTICLE XXIV

REPRESENTATION DEDUCTIONS

Effective with the first full month following execution of this Agreement, the employer agrees to make payroll deductions on behalf of the Association at the rate of \$11.00 per month for each Association member and \$8.80 per month for each non-member employee covered by this Agreement. Any new employee's pay shall be subject to such deduction upon commencement of employment. The Association shall provide the employer with a list certifying the membership or non-membership of each employee and the employer shall be responsible only for compliance with such list. Any errors or disputes regarding said list shall be solely the responsibility of the employees and/or the Association. The monies so deducted shall be paid over to the Association monthly.

ARTICLE XXV

COMPLETENESS OF AGREEMENT

This Agreement constitutes the entire Collective Negotiating Agreement between the parties and contains all the benefits to which employees covered by this Agreement are entitled, notwithstanding the established past practices in existence prior to this contract and includes and settled for the term of this Agreement all matters which were, or might have been raised in collective negotiations leading to the signing of this Agreement.

This Agreement shall be in full force and effect from January 1, 1988, through and including the 31st day of December, 1990. This Agreement shall remain in full force and effect during collective negotiations between both parties beyond the date of expiration set forth herein until the parties have mutually agreed on a new Agreement and signed same.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

BOROUGH OF AVON-BY-THE-SEA

By Charles McBride  
Director of Public Safety

ATTEST:

Justine S. Lachance

BOROUGH SEAL:

AVON POLICE ASSOCIATION

By [Signature]  
(Title)

[Signature]  
(Title)

[Signature]  
(Title)

SIGNED, SEALED AND DELIVERED  
in the presence of

\_\_\_\_\_