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Contract no. 291

13-06

UNIVERSITY OF CALIFORNIA
INSTITUTIONAL MANAGEMENT
SERVICES

1107

REGERS UNIVERSITY

A G R E E M E N T

between

~~The Borough of Avon By The Sea,~~
Borough of
~~and~~

Avon Public Works Employees Association

X January 1, 1989 through December 31, 1990

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PREAMBLE

This Agreement made as of this day of , 1984
by and between the Borough of Avon-By-The-Sea, Monmouth County,
New Jersey, hereinafter referred to as the "Employer" and the
Avon Public Works Employees Association, hereinafter 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 of pay, 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 hereto 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 purposes of collective bargaining and all activities and
processes relative thereto.

SECTION 2. The bargaining unit shall consist of all the
regular, full-time Public Works Employees of the Borough of Avon-
By-The-Sea now employed or hereafter employed except the Super-
intendent of the Department of Public Works.

SECTION 3. This 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.

(c) Suspend, demote, discharge or take other appropriate disciplinary action against an employer for just cause; or to lay off employees in the event of lack of ~~work~~^{work} or funds or other conditions where continuation of such work would be inefficient and non-productive. Reduction of certified personnel employed in the Department of Public Works and performing public works functions if laid off, seniority shall prevail at all times in the order of any lay off and subsequent rehiring.

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

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 Superintendent 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, local administrative decisions 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:

STEP ONE:

(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 Superintendent 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 Superintendent 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 Superintendent 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 the Department of Public Works (or his representative) within five (5) days following the determination by the Superintendent of the Department.

(b) The Director of Public Works, 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 V

DISCHARGE AND SUSPENSION

SECTION 1. No employee shall be disciplined or discharged without just cause, and a departmental hearing before the Superintendent of the Department or the Director of Public Works. Removal from office of an employee shall be in compliance with applicable statutes and PERC rules.

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 as follows: a five (5) day work week, consisting of eight (8) hours per day, (one-half-hour lunch); summer hours from 6:30 A.M. to 2:30 P.M. and the balance of the years hours from 7:30 A.M. to 3:30 P.M.:

SECTION 2. The work week shall consist of forty hours on a shift on a schedule to be approved by the Superintendent of the Department 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. Overtime compensation pay for snow removal, hurricanes and other emergencies at the rate of time and one-half will be paid to any member of the Association for any work over and above the 8-hour-per-day and 40-hour-per-week schedule. Any other overtime worked shall be taken as compensatory time off or on an hour-by-hour basis at the discretion of the Superintendent of Public Works and/or the Director of Public Works.

ARTICLE VII
COLLECTIVE BARGAINING

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 Works 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 negotiations 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 year	2 Weeks
After the tenth year and up to the twentieth	3 Weeks
Over twenty years	4 Weeks

SECTION 2. In order not to hamper proper and efficient public works 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 nine months of the year exclusive of June, July and August.

(c) Employees shall have the option of splitting their vacation period with another agreeable employee with the authorization of the Superintendent of Public Works.

(d) No more than one regular employee shall be on vacation at the same time. If more than one regular employee requests vacation at the same time, it shall be subject to the approval of the Superintendent of Public Works and Director of Public Works.

(e) All employees will submit vacation schedules 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 Department of Public Works which must be taken during the calendar year.

ARTICLE X

INJURY LEAVE

SECTION 1. Whenever a member of the Association is incapacitated from duty because of a 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 Workmen's Compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by Workmen's Compensation Statutes of the State of New Jersey. However, any permanent or partial permanent award made to said employee by any Workmen's Compensation Court of 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 Workmen's Compensation Petition and failure to do so shall render this said 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 terms 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 acceptable to both parties to perform such duties as shall be directed by the Superintendent of Public Works, or his designee, resulting from the said physical injury, shall not be charged against sick leave of the said Association member.

SECTION 4. The Employer retains the right in its discretion to extend the period of payment referred to in all of the sections herein before 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 XA

SICK LEAVE

SECTION 1. Each employee covered by this Agreement shall receive twelve (12) sick days per year during the term of this agreement.

SECTION 2. Employer shall also credit to each employee 12 sick days for each year of employment retroactive to January 1, 1975, less sick days utilized by each employee during his

employment and the resulting number shall constitute each employee's accumulated sick leave. The Borough Clerk shall make such computation and shall notify each employee of his accumulated sick leave. A partial year of employment shall be counted pro-rata.

SECTION 3. Sick days may be accumulated, but shall not be transferable and shall have no monetary value on cessation of employment.

SECTION 4. A medical certification shall be provided by employees for absences of five (5) or more consecutive work days.

SECTION 5. Additional sick days may be granted to employees who have exhausted their sick days. Such additional sick days may only be granted under extenuating circumstances in the sole discretion of the Director of Public Works.

ARTICLE XI

NO-STRIKE PLEDGE

A. 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 willfull 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, walk-out, or other deliberate interference with normal work procedures against the Borough of Avon. The Association agrees that such action would constitute a material breach of this Agreement.

B. 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.

C. 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.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Borough of Avon or Director of Public Works 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 XII

EXCHANGE OF DAYS OFF AND TIME OFF

SECTION 1. The Public Works Department may grant a request of any member of the Association 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.

ARTICLE XIII

DEATH IN FAMILY AND PERSONAL DAYS

SECTION 1. Employees shall be allowed the following time off with pay in case of the death of father, mother, grandfather, grandmother, spouse, son, daughter, brother, sister:

Three (3) days.

SECTION 2. Exception to these rules may be made by the Director of Public Works for good cause.

SECTION 3. (a) Effective January 1, 1984, all employees shall be allowed personal days as follows:

After one year of service and up to three years of service;

One (1) day.

After three years of service and up to five years of service;

Two (2) days.

After five years of service;

Three (3) days.

(b) Effective January 1, 1987, personal days shall be allowed as follows:

After one year of service and up to three years of service;

Three (3) days.

After three years of service and up to five years of service;

Four (4) days.

After five years of service;

Five (5) days.

(c) Un-used personal days may be accumulated as sick days but are not to exceed three in any given year. Balance of personal days must be taken during the calendar year.

ARTICLE XIV

CLOTHING ALLOWANCE

SECTION 1. For the year 1987, a \$450.00 clothing allowance will be granted. The Director of Public Works has the discretion to mandate a specific uniform for all employees, as in accordance with the code of the Borough Insurance Company.

ARTICLE XV

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 Department of Public Works, Ordinances and Resolutions of the Borough of Avon pertaining to public works employees, or directives from the office of the Superintendent, or Director of Public Works, which are of universal application within the Public Works 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 XVI

HOSPITALIZATION, LIFE INSURANCE AND WELFARE

Section 1. The Borough of Avon shall provide and assume all the costs for hospitalization and medical insurance for all full-time regular public works employees and their dependents. This shall include the following:

- (1) Blue Cross/Blue Shield
- (2) Rider J
- (3) Major Medical
- (4) Prescription Plan
- (5) Dental Plan II (Paid by Employee)

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 2. The Association may select a dental and/or other health plan for its members to be paid for entirely by each employee. Employer agrees to make appropriate salary deductions for the cost of same and agrees to remit payment of premiums therefor, but shall have no other obligations with respect thereto. Any Employee that has withdrawn from a current plan will not be excluded from participating in any future plan selected by the Association.

ARTICLE XVII

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 the applicable law.

ARTICLE XVIII

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 of 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 XIX
BULLETIN BOARD

SECTION 1. The Employer will provide a Bulletin Board in a conspicuous location in the Borough Garage 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 XX
LONGEVITY PAY

SECTION 1. Longevity for all employees covered by this Agreement shall be as follows:

<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 on the first pay period of December of that year and will not be part of the monthly earnings.

ARTICLE XXI

SALARY

All employees shall be compensated according to the following schedules:

(a) Effective January 1, 1988 through December 31, 1988 all employees shall be compensated an additional 2.25% according to the following schedule:

Step 7 Employees (after 10 years)	\$621.42
Step 6 Employees (after 5 years)	582.68
Step 5 Employees (after 3 years)	549.74
Step 4 Employees (after 2 years)	500.12
Step 3 Employees (after 1 year)	465.70
Step 2 Employees (first year regular)	421.58
Step 1 Employees (probationary first year)	390.85

(b) Effective January 1, 1989 through December 31, 1989 all employees shall be compensated according to the following schedule:

Step 7 Employees (after 10 years)	\$30,428.48
Step 6 Employees (after 5 years)	28,531.90
Step 5 Employees (after 3 years)	26,918.62
Step 4 Employees (after 2 years)	24,489.23
Step 3 Employees (after 1 year)	22,803.88
Step 2 Employees (first year regular)	20,643.25
Step 1 Employees (probationary first year)	19,138.67

(c) Effective January 1, 1990 through December 31, 1990 all employees shall be compensated according to the following schedule:

Step 9 Employees (after 12 years)	\$36,486.69
Step 8 Employees (after 10 years)	34,786.69
Step 7 Employees (after 7 years)	32,786.69
Step 6 Employees (after 5 years)	30,743.12
Step 5 Employees (after 3 years)	29,004.81
Step 4 Employees (after 2 years)	26,387.15
Step 3 Employees (after 1 year)	24,571.18
Step 2 Employees (first year regular)	22,243.10
Step 1 Employees (probationary first year)	20,621.92

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 settles for the term of this agreement all matters which were, or might have raised in all collective negotiations leading to the signing of this agreement.

All other terms and conditions of the agreement between the parties effective January 1, 1982 through December 31, 1988, except as expressly modified herein, are hereby ratified and reconfirmed.

BOROUGH OF AVON BY THE SEA

BY: William J. Havel
Commissioner, Department
of Public Works

ATTEST:

Judith A. Lachenauer
Judith A. Lachenauer, CMC
Borough Clerk

DATED: October 12, 1989

AVON PUBLIC WORKS EMPLOYEES
ASSN.

BY: Joseph J. [Signature]

ATTEST:

Joseph J. [Signature]