

A G R E E M E N T

Between

The Borough of Avon-By-The-Sea

And

Avon Public Works Employees Association

January 1, 2001 through December 31, 2003

This agreement made as of this _____ day of _____ 2001, 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 Association, hereinafter referred to as the "Association".

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 rate 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 Superintendent 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 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 position 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 or funds or other conditions where continuation of such work would be inefficient and nonproductive. 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 hiring. At no time shall full time employees covered by this agreement be laid off before all part time or temporary employees have been laid off.
- (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 its agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' moral. 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 have 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. Employees shall be allowed ten (10) minutes for clean-up before lunch and ten (10) minutes for clean-up at the end of their regular shift.

SECTION 2. The workweek shall consist of forty hours on a shift on 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 will be paid to any member of the Association for any work over and above the eight (8) hours per day and/or forty (40) hours per week schedule. Overtime pay will be at the rate of time and one-half.

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 bargained 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

VACATION

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	6 days
After the first year and up to the eighth year	11 days
After the eighth year and up to the fifteenth year	16 days
After the fifteenth year and up to the twentieth	21 days
Over twenty years	26 days

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 the twelve months of the year.
- (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 or Director of Public Works.
- (e) All employees will submit vacation requests at least twenty one (21) days in advance.

ARTICLE IX

HOLIDAYS

SECTION 1. The Employer agrees to provide fourteen (14) 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 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 extend of a job-connected disability, such issue shall be determined by a qualified physician agreed to by both parties to this agreement.

ARTICLE XI

SICK LEAVE

SECTION 1. Each employee covered by this Agreement shall receive fifteen (15) sick days per year during the term of this agreement.

SECTION 2. 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 four (4) or more consecutive workdays.

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.

SECTION 6. INCENTIVE.

(a) All employees will be entitled to the following sick leave incentive:

No days out sick for calendar year	\$500.00
One (1) day out sick for calendar year	250.00
Two (2) days out sick for calendar year	125.00
Three (3) days out sick for calendar year	62.50
More than three (3) days out sick for calendar year - no incentive.	

(b) All incentive pay will be earned and payable on the last 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.

SECTION 7. The employees reporting in sick must notify the Department Head of the nature of the illness and the expected duration of sick leave, if known. Failure to notify the Department Head may be cause for denial of the use of sick time for the absence.

ARTICLE XII

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 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. 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 the agreement shall be deemed ground 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 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 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 XVII

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 also include a prescription plan to be paid by the Borough of Avon. Said prescription plan co-pay will be paid by the employee.

The employer may substitute a comparable plan provided the amount and extent of medical insurance coverage and prescription 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 Borough of Avon shall provide and assume all the costs for a dental plan for all full time regular Public Works employees and their dependents.

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 or 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 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 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 malicious, inflammatory or annoying material.

ARTICLE XXI
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 XXII
RETIREMENT AND DEATH BENEFITS

SECTION 1. All full time employees 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 employees regular rate of pay at the time of said retirement. Any full time employee who has been employed by the Borough for a minimum of twenty (20) years shall receive upon death, a sum of money equivalent to ninety (90) days salary at said employees regular rate of pay at the time of death. Payment is conditional upon death

occurring during the time such employee is actively employed by the Borough of Avon-By-The-Sea. This payment is in addition to any and all other benefits due. This is figured at one-fourth (1/4) of the employees annual salary.

ARTICLE XXIII

SALARIES

	<u>2001</u>	<u>2002</u>	<u>2003</u>
Step 9 (after 13 years)	\$62,294.05	\$64,630.08	\$67,215.28
Step 8 (after 11 years)	59,391.58	61,618.76	64,083.51
Step 7 (after 8 years)	55,977.00	58,076.14	60,399.19
Step 6 (after 6 years)	51,929.10	53,876.44	56,031.50
Step 5 (after 4 years)	49,520.21	51,377.22	53,432.31
Step 4 (after 3 years)	45,051.02	46,740.43	48,610.05
Step 3 (after 2 years)	41,950.61	43,523.76	45,264.71
Step 2 (after 1 year)	37,975.83	39,399.92	40,975.92
Step 1(Probationary 1 st year)	35,208.02	36,528.32	37,989.45

For any new Public Works employee hired after January 1, 2001, the following salary guide shall apply:

	<u>2001</u>	<u>2002</u>	<u>2003</u>
Step 9 (after 13 years)	\$42,679.00	\$44,279.00	\$46,050.00
Step 8 (after 11 years)	39,887.00	41,382.00	43,038.00
Step 7 (after 8 years)	37,278.00	38,675.00	40,222.00
Step 6 (after 6 years)	34,839.00	36,145.00	37,591.00
Step 5 (after 4 years)	32,560.00	33,781.00	35,132.00
Step 4 (after 3 years)	30,430.00	31,571.00	32,833.00
Step 3 (after 2 years)	28,439.00	29,505.00	30,685.00
Step 2 (after 1 year)	26,578.00	27,574.00	28,677.00
Step 1(Probationary 1 st year)	24,840.00	25,771.00	26,802.00

For salary guide purposes, the date of hire shall dictate the anniversary date.

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.

BOROUGH OF AVON-BY-THE-SEA AVON PUBLIC WORKS EMPLOYEES ASSN.

By: _____
Jos. W. Hagerman, Sr.
Commissioner, D.P.W.

By: _____
Jeffrey S. Bramhall

Wm. P. Dioguardi,
Commissioner

Joseph Apicelli, Jr.

William J. Hauselt, Mayor

Attest:

Timothy M. Gallagher, RMC
Administrator/Clerk

Date