

**AGREEMENT BETWEEN
THE BOROUGH OF AVON-BY-THE-SEA
AND
BOROUGH SUPERVISORS**

**JANUARY 1,2017 THROUGH DECEMBER 31,2019
REVISED AS TO POLICE CHIEF ONLY
EFFECTIVE NOVEMBER 1, 2018**

PREAMBLE

This agreement made as of this first day of November 2018 by and between the Borough of Avon-By-The-Sea, Monmouth County, New Jersey, hereinafter referred to as the "Employer" and the Borough of Avon-By-The-Sea Supervisors, encompassing the Police Chief, Water Superintendent and Public Works Superintendent, hereinafter referred to as "Supervisors".

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 Supervisors 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 to and with each other.

ARTICLE I - RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1. The Employer hereby recognizes the Supervisors as the sole and exclusive 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 the three (3) Supervisors as defined above in the Preamble.

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.

SECTION 5. This agreement covers only the undersigned supervisors, who are currently employed by the Employer as of January 1, 2017 (as to Police Chief Michael Harr, November 1, 2018). Any new or replacement supervisor will be required to negotiate a new contract or new conditions to this contract.

ARTICLE II - 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 supervisors 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 supervisor having a grievance to discuss the matter informally with the Borough Administrator and having the grievance adjusted without the intervention of the full Board of Commissioners.

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 Supervisors, or the applicability of any law affecting the Supervisors.

C. STEPS OF THE GRIEVANCE PROCEDURE

The following constitutes the sole and exclusive method 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 Supervisor 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 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 agreement.

- (b) The Administrator shall render a decision with 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 Administrator of a written statement setting forth the grievances 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 Supervisor and signed by the aggrieved and filed with the Administrator. A hearing shall be held before the Board of Commissioners within ten (10) days after receipt of the grievance. The Board of Commissioners shall render a decision within ten (10) days of the hearing.

STEP THREE:

- (a) In the event the grievance is not settled through Step Two, the same shall be reduced to writing by the Supervisor, and signed by the aggrieved and filed with P.E.R.C. (Public Employees Relations Commission).

ARTICLE III - DISCHARGE AND SUSPENSIONS

SECTION 1. No Supervisor shall be disciplined or discharged without just cause and a Governing Body hearing. Removal from office shall be in compliance with applicable statutes and P.E.R.C. rules.

ARTICLE IV - WORKING HOURS

SECTION 1. The parties understand and agree that the standard weekly work schedule for Supervisors covered by this agreement requires a five (5) day, Monday through Friday, work week consisting of eight (8) hours per day with a one (1) hour lunch break. Supervisors are considered to be on call for Employer business at all times, however, compensatory time will be allowed at the rate of one (1) hour off for each hour of overtime. Compensatory time must be taken over the succeeding twelve (12) months. In the event the Supervisor can not use all compensatory time by the end of the calendar year, he/she shall be entitled to be paid for same at their hourly rate of pay.

SECTION 2. The Borough Administrator's office shall be notified through payroll submission of any overtime worked and the reason for such overtime. Administrator's office shall be notified of any absence from work whether compo time, vacation, holiday, personal day, etc.

SECTION 3. Supervisors may not be paid for more than eighty (80) hours compensatory time at the end of the year. Twenty (20) hours may be carried over to the next year. Any banked compensatory time over one hundred (100) hours at the end of the year (80 hours paid and 20 hours carried over) will be lost.

ARTICLE V - HOLIDAYS

SECTION 1. All Supervisors shall receive fourteen (14) holidays per year.

ARTICLE VI - VACATION

SECTION 1. All Supervisors are entitled to annual vacation leave according to the following schedule:

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 year	21 days
Over twenty years	26 days

Vacation time is due after each year worked, and must be taken over the succeeding 24 months, and is not accruable beyond that point. In the event Supervisors cannot use vacation leave within the 24 months, time could be extended to 36 months at the discretion of the Board of Commissioners. The Borough Administrator shall be notified in advance of any absence from work, whether it's vacation, holiday, personal day, compo time, etc.

ARTICLE VII - PERSONAL DAYS

SECTION 1. All Supervisors shall be entitled to personal days in accordance with the following schedule:

After 1 year of service	3 personal days
After 3 years of service	4 personal days
After 5 years of service	5 personal days

Personal days must be taken during the calendar year.

ARTICLE VIII - CLOTHING ALLOWANCE AND MAINTENANCE

SECTION 1. A clothing allowance shall be paid to the Supervisors in an amount not to exceed:

For the years 2017 through 2019	\$850.00
---------------------------------	----------

If requested of a supervisor, receipts will be produced for clothing purchase.

A clothing maintenance shall be paid only to the Police Chief and will be paid by July 1ST of each year and shall be pro-rated if full calendar year is not worked, in the amount of \$750.00.

ARTICLE IX - SALARIES

SECTION 1. All Supervisor's salaries shall be established by ordinance.

ARTICLE X - RETIREMENT AND DEATH BENEFITS

SECTION 1. All Supervisors who have been employed by the Employer for a minimum of twenty-five (25) years, or at least fifteen (15) years as a supervisor, 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 Supervisor's regular rate of pay at the time of said retirement.

SECTION 2. The Estate of a Supervisor who had been employed by the Employer for a minimum of twenty-five (25) years, or at least fifteen (15) years as a supervisor, shall receive upon death of the Supervisor, a sum of money equivalent to ninety (90) days salary at said Supervisor's regular rate of pay at the time of death.

Payment is conditioned upon death occurring during the time such Supervisor is actively employed by the Employer.

SECTION 3. Any additional benefit not included in this contract that is offered to any one individual supervisor as an incentive to retire does not mean that the other supervisors share in that benefit.

ARTICLE XI - SICK TIME

SECTION 1. Each Supervisor covered by this agreement shall receive fifteen (15) sick days per year during the term of this agreement. A partial year of employment shall be counted pro-rata.

SECTION 2. A medical certificate shall be provided by the Supervisor for absences of three (3) or more consecutive workdays. After ten (10) consecutive days of illness, the Borough Administrator or Director/Commissioner shall have the option to request a second opinion from a doctor agreed upon by both parties. If parties cannot agree upon the doctor, the Governing Body will submit a list of three (3) doctors from which the Supervisor will select one. All bills incurred for the second opinion will be paid by the Employer.

SECTION 3. All Supervisors will be entitled to the following sick leave incentive:

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

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 4. Upon retirement and having served a minimum of fifteen (15) years as a Supervisor, said Supervisor shall be entitled to one-half day's pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of 150 days pay, reflecting the accumulation of 300 unused sick leave days. Said amount shall not to exceed \$15,000.00 total.

ARTICLE XII - DEATH IN FAMILY

SECTION 1. Supervisors shall be allowed three (3) days off with pay in case of the death of father, mother, grandfather, grandmother, spouse, domestic/civil union partner, son, daughter, sister, brother.

SECTION 2. Supervisors shall be allowed off the day of the burial only in case of the death of an uncle, aunt, niece, nephew, brother-in-law, sister-in-law, grandchild and cousin of the first degree.

Exception to these rules may be made where the deceased is buried in another state and the Supervisor would be unable to return in time for work, subject to approval by the Borough Administrator. The Supervisor agrees that any additional time off will be charged against compensatory or vacation time.

ARTICLE XIII - WORK-RELATED INJURY LEAVE

SECTION 1. Whenever a Supervisor is incapacitated from work because of a physical injury sustained in the performance of his work, he shall receive his salary less such amounts as shall be paid by Workmen's Compensation temporary disability benefits. The employer is not obligated to pay salary for any period of disability for which temporary workers' compensation benefits have been denied or refused. This salary payment shall continue during the term and period of temporary disability 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 Supervisor by any Workmen's Compensation Court or any other Court of competent jurisdiction, shall be and remain the property of the Supervisor and shall not be reimbursed to the employer.

SECTION 2. A Supervisor shall, as soon as practicable after a physical injury has occurred notify the Borough Clerk and file all necessary papers, including but not limited to a Workmen's Compensation Petition. Supervisor's failure to do so shall render this provision for payment of salary void, and said salary shall cease forthwith. Supervisor shall reimburse the Employer for any salary payments made pursuant to Section 1 herein.

SECTION 3. No salary payment as provided in Section 1 shall be paid for a period beyond 180 days from the onset of said physical injury. The time wherein said Supervisor is not permitted or is unable by reason of certification by a qualified physician acceptable to both parties to perform his work, resulting from the said physical injury, shall not be charged against sick time.

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 the Workers Compensation Court in conformance with the New Jersey Workers Compensation Act.

ARTICLE XIV - HEALTH INSURANCE COVERAGE

SECTION 1. The Employer shall provide and assume all the costs for hospitalization, medical, prescription and dental insurance coverage for all Supervisors and their dependents. 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 Supervisor's spouse, domestic/civil union partner and children.

SECTION 2. The Employer shall continue to pay premiums for any Supervisor and Dependents as defined above, who has retired after not less than fifteen (15) years of full time service as a supervisor or twenty five (25) years of full time employment with the Employer until said Supervisor reaches the age at which time he/she is entitled to and eligible to enroll in the Medicare program as their primary carrier. The Employer shall continue to pay for the secondary/supplemental carrier.

SECTION 3. In the event a Supervisor dies while actively employed by the Employer, insurance benefits coverage will continue to be paid by the Employer for the surviving spouse, domestic/civil union partner until said spouse, domestic/civil union partner reaches the age at which time he/she is entitled to and eligible to enroll in the Medicare program as their primary carrier. The Employer shall continue to pay for the secondary/supplemental insurance coverage.

SECTION 4. Effective January 1, 2017 through the pendency of this agreement, all Supervisors and dependents as referenced in Section 3 of this article shall contribute

the minimum amount required by law out of their base salary toward health care/prescription insurance costs that are otherwise borne by the Borough. This amount will be deducted by the Borough from the employees' pre-tax wages. The Borough agrees to freeze the employee contribution based on the 2016 premium rates and/or lower should the cost of State NJ Direct (15) health care employee contributions decrease to a contribution that is lower than the 2016 premium. Any increase in the employee contributing based on a change in coverage or a percentage increase due to an increase in Chapter 78 salary step shall be borne by the employee.

ARTICLE XV - SEPARABILITY AND SAVINGS

SECTION 1. If any provision of this Agreement or any application of this agreement to any Supervisor 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.

ARTICLE XVI - DISCRIMINATION AND COERCION

SECTION 1. There shall be no discrimination, interference or coercion by the employer or any of its agents against the Supervisors represented by the Agreement.

ARTICLE XVI - DISCRIMINATION AND COERCION

SECTION 1. There shall be no discrimination, interference or coercion by the employer or any of its agents against the Supervisors represented by the Agreement.

ARTICLE XVIII

SALARY

SECTION 1. Effective November 1, 2018 through December 31, 2019, the undersigned supervisor shall be compensated according to the following schedule:


	<u>2018 (pro rated)</u>	<u>2019</u>
Police Chief	\$136,500.00	\$139,230.00




Mayor John Magrini



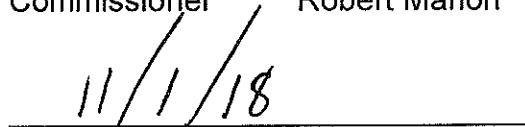
Police Chief Michael Harr



Commissioner Francis Gorman



Commissioner Robert Mahon



Date 11/1/18

ARTICLE XVIII - SALARY

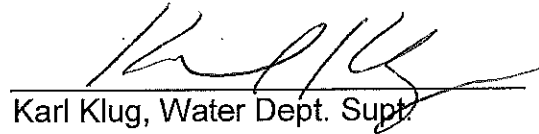
SECTION 1. Effective January 1, 2017 through December 31, 2019, the undersigned Supervisor shall be compensated according to the following schedule:

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Water Superintendent	\$113,386.00	\$115,654.00	\$117,967.00
Longevity	<u>11,339.00</u>	<u>11,565.00</u>	<u>11,796.00</u>
	\$124,725.00	\$127,219.00	\$129,763.00

Longevity is at 10%, included in the above amounts and constitutes the supervisor's base pay.

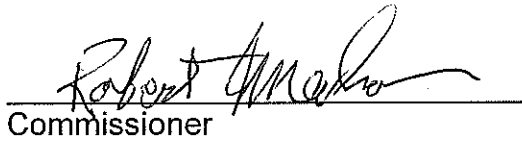


Mayor



Karl Klug, Water Dept. Supt.

Commissioner



Commissioner

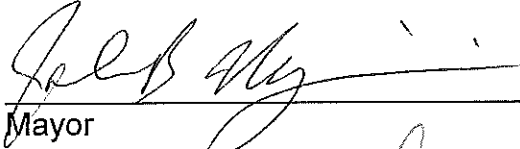
11/1/18

Date

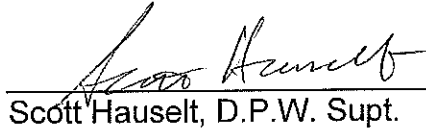
ARTICLE XIX - SALARY

SECTION 1. Effective January 1, 2017 through December 31, 2019, the undersigned Supervisor shall be compensated according to the following schedule:

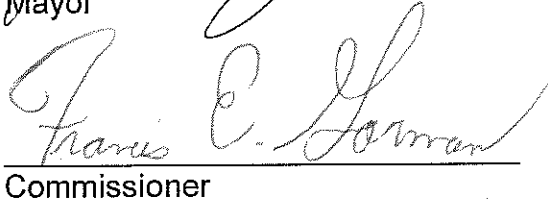
	<u>2017</u>	<u>2018</u>	<u>2019</u>
Public Works Supt.	\$98,000.00	\$99,960.00	\$101,959.00



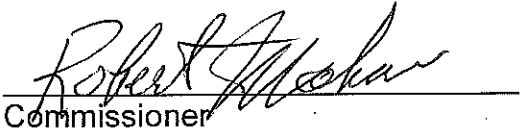
Mayor



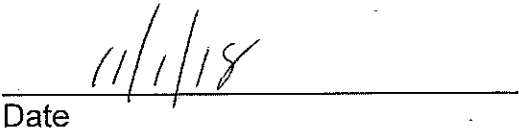
Scott Hauselt, D.P.W. Supt.



Commissioner



Commissioner



Date