

**AGREEMENT BETWEEN**  
**THE BOROUGH OF AVON-BY-THE-SEA**  
**AND**  
**DEPUTY BOROUGH CLERK**  
**&**  
**TAX COLLECTOR/UTILITIES COLLECTOR**  
**&**  
**ADMINISTRATIVE ASSISTANT**



**JANUARY 1, 2006 THROUGH DECEMBER 31, 2008**

PREAMBLE

This agreement made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the Borough of Avon-By-The-Sea, Monmouth County, New Jersey, hereinafter referred to as the “Employer” and the Deputy Borough Clerk, the Tax & Utilities Collector, and the Administrative Assistant, hereinafter referred to as the “Employees”.

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 the 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 the mutual covenants, conditions and agreements herein set forth, the parties hereto agree to and with each other as follows:

ARTICLE I  
RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1. The Borough of Avon-By-The-Sea hereby recognizes the Deputy Borough Clerk, the Tax Collector/Utilities Collector, and the Administrative Assistant as the sole and exclusive negotiation unit for the purpose of collective bargaining and all activities and processes relative thereto.

SECTION 2. This agreement shall govern all wages, hours and other conditions of employment herein set forth.

SECTION 3. This agreement shall be binding upon the parties.

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 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 Borough Clerk or the Commissioner/Director of the Department 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 Employee, or the applicability of any law affecting the Employee.

## 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 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 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 Borough Clerk or Commissioner/Director of the Department 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 Borough Clerk or Commissioner/Director of the Department, or 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 Employee, signed and filed with P.E.R.C. (Public Employees Relations Commission).

## ARTICLE III DISCHARGE AND SUSPENSIONS

SECTION 1. Neither Employee 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 the Employees covered by this agreement requires a five (5) day workweek consisting of eight (8) hours per day with one (1) hour off for lunch.

SECTION 2. Overtime pay will be paid to any Employee for any work over and above the eight (8) hours per day and forty (40) hours per week. Overtime pay will be at the rate of time and one-half.

SECTION 3. With approval from the Borough Clerk, the Employee may take compensatory time rather than receiving overtime pay. Compensatory time will be at the rate of time and one-half.

ARTICLE V  
HOLIDAYS

SECTION 1. The Employees shall receive fourteen (14) holidays per year. Said holidays may be taken off or paid and must be used during the calendar year.

ARTICLE VI  
VACATION

SECTION 1. The Employees are entitled to annual vacation leave according to the following schedule:

First year of work	5 days
After first year and up to the tenth year	10 days
After tenth year and up to twenty years	15 days
After twenty years and up to twenty five years	20 days
After twenty five years	25 days

Vacation time is due after each year worked, and must be taken over the succeeding twenty-four (24) months, and is not accruable beyond that point. In the event of termination of employment, vacation time will be on a pro-rated basis.

ARTICLE VII  
PERSONAL DAYS

SECTION 1. The Employees shall be entitled to personal days in accordance with the following schedule. Personal days must be taken during the calendar year.

After 1 year of service	3 Personal Days
After 3 years of service	4 Personal Days
After 5 years of service	5 Personal Days

ARTICLE VIII  
LONGEVITY

SECTION 1. The Employees shall be entitled to additional compensation as follows:

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

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

ARTICLE IX  
SALARIES

SECTION 1. The Employees shall be governed by N.J.S.A. 40A:9-165 which authorizes municipalities to determine salaries of its officers and employees by ordinance. No such ordinance shall reduce the salary or deny without good cause an increase in salary given to any other employee.

SECTION 2. The Employees of this agreement shall not receive an increase in salary less than the average increase of the other bargaining units in the Borough of Avon-By-The-Sea and at no time will salary increase be less than three percent (3%).

ARTICLE X  
SICK TIME

SECTION 1. The Employees 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 Employee for absences of three (3) or more consecutive workdays. After ten (10) consecutive days of illness, the Borough Clerk or 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' names from which the Employee will select one from the list. All bills incurred for the second opinion will be paid by the Borough.

SECTION 3. The Employees shall 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 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.

ARTICLE XI  
DEATH IN FAMILY

SECTION 1. The Employee shall be allowed the following time off with pay in case of the death of father, mother, grandfather, grandmother, spouse, son, daughter, sister, brother, three (3) days.

ARTICLE XII  
HOSPITALIZATION

SECTION 1. The Borough shall provide hospitalization, medical insurance, prescription plan and dental plan in accordance with that offered to other Bargaining Units of the Borough of Avon.

ARTICLE XIII  
SEPARABILITY AND SAVINGS

SECTION 1. If any provision of this Agreement or any application of this agreement 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 Employee will meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XIV  
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 this Agreement.

Unless otherwise provided for in this agreement, the Employees represented in this agreement will abide by the rules and regulations in the Employee Handbook. Furthermore, any State statute governing the Tax Collector, will supercede this contract.

\_\_\_\_\_  
Michele Darling, Deputy Borough Clerk

\_\_\_\_\_  
Rober Mahon, Commissioner  
Director, Revenue & Finance

\_\_\_\_\_  
Kerry McGrath, Tax & Utilities Collector

\_\_\_\_\_  
Sheila Sullivan, Administrative Assistant

Attest:

\_\_\_\_\_  
Timothy M. Gallagher,  
Borough Clerk & Administrator

\_\_\_\_\_  
Date