

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

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**JANUARY 1, 2017 THROUGH DECEMBER 31, 2019**

## PREAMBLE

This agreement made as of this first day of January, 2017, 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. 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
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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 1<sup>ST</sup> 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 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.

#### ARTICLE XVI - DISCRIMINATION AND COERCION

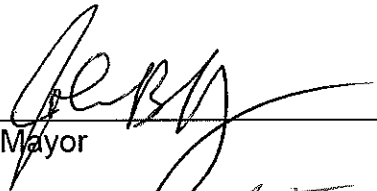
SECTION 1. There shall be no discrimination, interference or coercion by the employer or any of its agents against the Supervisors represented by the Agreement.

ARTICLE XVII - 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>
Police Chief	\$128,893.00	\$131,471.00	\$134,100.00
Longevity	<u>12,889.00</u>	<u>13,147.00</u>	<u>13,410.00</u>
	\$141,782.00	\$144,618.00	\$147,510.00

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

  
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Terence Mahon, Police Chief

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

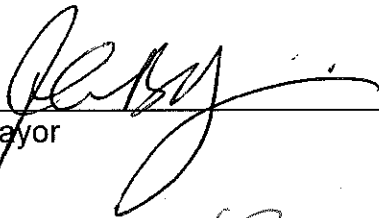
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Date

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

\_\_\_\_\_  
Date

ARTICLE XIX - SALARY

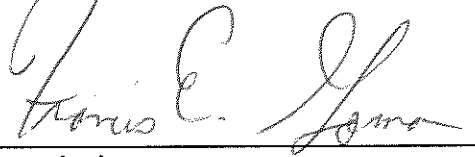
SECTION 1. Effective January 1, 2017 through December 31, 2019, the undersigned Supervisor shall be compensated according to the following schedule:

	<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

**AGREEMENT BETWEEN**  
**THE BOROUGH OF AVON-BY-THE-SEA**  
**AND**  
**THE BOROUGH ADMINISTRATOR/TAX COLLECTOR**

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**SEPTEMBER 1, 2017 THROUGH DECEMBER 31, 2019**

PREAMBLE

This agreement made as of this 1<sup>st</sup> day of September, 2017, by and between the Borough of Avon-By-The-Sea, Monmouth County, New Jersey, hereinafter referred to as the "Employer" and Kerry A. McGuigan, the Borough Administrator/Tax Collector, hereinafter referred to as the "Borough Administrator".

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 Borough Administrator/Tax Collector 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 agrees to retain the services of Mrs. McGuigan to perform the functions of the Borough Tax Collector, Borough Administrator and Water/Sewer Collector. It is the intent of the parties that Mrs. McGuigan, as the Borough Tax Collector, shall also serve as the Borough Administrator.

SECTION 2. This agreement shall be binding upon the parties, and supersedes any and all other contracts and agreements.

## 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 Borough Administrator/Tax Collector's 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 the Borough Administrator/Tax Collector having a grievance to discuss the matter informally with the Commissioner/Director of said 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 Borough Administrator/Tax Collector, or the applicability of any law affecting the Borough Administrator/Tax Collector.

### 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 Borough Administrator/Tax Collector 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 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 or Commissioner/Director of said department 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 Borough Administrator/Tax Collector and signed by the aggrieved and filed with the Administrator or Commissioner/Director of said department. 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 Borough Administrator/Tax Collector, and signed by the aggrieved and filed with P.E.R.C. (Public Employees Relations Commission).

ARTICLE III - DISCHARGE AND SUSPENSIONS

SECTION 1. The Borough Administrator/Tax Collector shall not 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 Borough Administrator/Tax Collector requires a five (5) day, Monday through Friday, workweek consisting of eight (8) hours per day with a one (1) hour lunch break. Supervisors are considered to be on call for Borough 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 cannot 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/Tax Collector 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. The Borough Administrator/Tax Collector shall receive fourteen (14) holidays per year.

## ARTICLE VI - VACATION

SECTION 1. The Borough Administrator/Tax Collector is entitled to annual vacation leave of twenty (20) days per year in 2017 & 2018. Twenty five (25) days per year starting in 2019. Vacation time must be taken over the succeeding 24 months, and is not accruable beyond that point.

## ARTICLE VII - PERSONAL DAYS

SECTION 1. The Borough Administrator/Tax Collector shall be entitled to five (5) personal days per year. Personal days must be taken during the calendar year.

## ARTICLE VIII - VEHICLE

SECTION 1. The Borough Administrator/Tax Collector shall receive a \$225.00 per month car/mileage/gas reimbursement.

## ARTICLE IX - SALARIES

SECTION 1. The Borough Administrator/Tax Collector 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.

## ARTICLE X - RETIREMENT AND DEATH BENEFITS

SECTION 1. The Borough Administrator/Tax Collector who has been employed by the Employer for a minimum of twenty-five (25) years, or at least fifteen (15) years as Borough Administrator, 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 Borough Administrator/Tax Collector's regular rate of pay at the time of said retirement.

SECTION 2. The Estate of the Borough Administrator/Tax Collector who had been employed by the Employer for a minimum of twenty-five (25) years, or at least fifteen (15) years as Borough Administrator, shall receive upon death of the Borough Administrator/Tax Collector, a sum of money equivalent to ninety (90) days salary at said Borough Administrator/Tax Collector's regular rate of pay at the time of death. Payment is conditioned upon death occurring during the time such Borough Administrator/Tax Collector is actively employed by the Employer.

ARTICLE XI - SICK TIME

SECTION 1. The Borough Administrator/Tax Collector 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 Borough Administrator/Tax Collector for absences of four (4) or more consecutive workdays. After ten (10) consecutive days of illness, the 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 Borough Administrator/Tax Collector will select one. All bills incurred for the second opinion will be paid by the Employer.

SECTION 3. The Borough Administrator/Tax Collector 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.

ARTICLE XII - DEATH IN FAMILY

SECTION 1. The Borough Administrator/Tax Collector 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. The Borough Administrator/Tax Collector 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 Borough Administrator/Tax Collector would be unable to return in time for work, subject to approval by the Commissioner/Director of Department. The Borough Administrator/Tax Collector agrees that any additional time off will be charged against compensatory or vacation time.

### ARTICLE XIII - WORK-RELATED INJURY LEAVE

SECTION 1. Whenever the Borough Administrator/Tax Collector is incapacitated from work because of a physical injury sustained in the performance of his work, she shall receive her salary less such amounts as shall be paid by Workmen's Compensation temporary disability benefits. 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 Borough Administrator/Tax Collector by any Workmen's Compensation Court or any other Court of competent jurisdiction, shall be and remain the property of the Borough Administrator/Tax Collector and shall not be reimbursed to the employer.

SECTION 2. The Borough Administrator/Tax Collector 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. Borough Administrator/Tax Collector's failure to do so shall render this provision for payment of salary void, and said salary shall cease forthwith. The Borough Administrator/Tax Collector 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 Borough Administrator/Tax Collector 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 the Borough Administrator/Tax Collector and her 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 Borough Administrator/Tax Collector's spouse and children.

SECTION 2. The Employer shall continue to pay premiums for the Borough Administrator/Tax Collector and dependents as defined above, who has retired after not less than fifteen (15) years of full time service as a Borough Administrator/Tax Collector or (25) years of full time employment with the Employer until said Borough Administrator/Tax Collector reaches the age at which time he 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 the Borough Administrator/Tax Collector 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 full time employees 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 the Borough Administrator/Tax Collector 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.

#### 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 Borough Administrator/Tax Collector represented by the Agreement. Furthermore, any State statute governing the Tax Collector, will supersede this contract.

ARTICLE XVII - SALARY

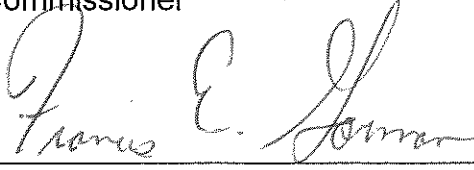
SECTION 1. Effective September 1, 2017 through December 31, 2019 the Borough Administrator shall be compensated according to the following schedule which constitutes a 2% increase for 2018 and 2019.

2017	Tax Collector	\$60,000.00
	Administrator	<u>30,000.00</u>
		\$90,000.00
2018	Tax Collector	61,200.00
	Administrator	<u>30,600.00</u>
		\$91,800.00
2019	Tax Collector	62,424.00
	Administrator	<u>31,212.00</u>
		\$93,636.00

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Borough Administrator/Tax Collector

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

9/12/17  
Date



**AGREEMENT BETWEEN**  
**THE BOROUGH OF AVON-BY-THE-SEA**  
**AND**  
**ACTING MUNICIPAL CLERK**

.....  
**SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2018**

PREAMBLE

This Agreement made as of this 1<sup>st</sup> day of September, 2017, by and between the Borough of Avon-By-The-Sea, Monmouth County, New Jersey, hereinafter referred to as the "Employer" and Mark Freda Acting Municipal Clerk, hereinafter referred to as the "Employee".

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 Employee 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 Acting Borough Clerk 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 Employee's 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 this employee 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 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 the grievance.

- (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 Employee 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 Employee, and signed by the aggrieved and filed with P.E.R.C. (Public Employees Relations Commission).

ARTICLE III - DISCHARGE AND SUSPENSIONS

SECTION 1. Employee shall not 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 Employee covered by this Agreement requires a five (5) day workweek consisting of eight (8) hours per day with one (1) hour off for lunch and attendance at all Board of Commissioners meetings. Acting Borough Clerk will be allowed compensatory time at the rate of one (1) hour off to each hour overtime. Compensatory time must be

taken during the term of this contract. There shall be no compensation for unused compensatory time.

#### ARTICLE V - HOLIDAYS

SECTION 1. The Employee shall receive fourteen (14) holidays per year.

#### ARTICLE VI -VACATION

SECTION 1. The Employee is entitled to 5 days vacation leave.

#### ARTICLE VII -SALARY

SECTION 1. Employee's salary shall be sixty thousand (\$60,000.00).

#### ARTICLE VIII -SICK TIME

SECTION 1. The Employees shall receive ten (10) sick days.

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

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

### ARTICLE IX -DEATH IN FAMILY

SECTION 1. Employees 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. Employees 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 Employee would be unable to return in time for work, subject to approval by the Borough Administrator. The Employee agrees that any additional time off will be charged against compensatory or vacation time.

### ARTICLE X - HEALTH INSURANCE COVERAGE

SECTION 1. The Employer shall provide for hospitalization, medical, prescription and dental insurance coverage for Employee. The Employer may substitute a comparable plan provided the amount and extent of medical insurance coverage remains the same.

SECTION 2. Employee shall contribute the minimum amount required by law out of his base salary toward health insurance care/prescription insurance costs that are

otherwise borne by the Borough. This amount will be deducted by the Borough from the employee's pre-tax wages.

ARTICLE XI - SEPARABILITY AND SAVINGS


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

ARTICLE XII - 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.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Commissioner

  
\_\_\_\_\_  
Commissioner

9/12/17  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Mark Freda, Acting Borough Clerk

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

---

**JANUARY 1, 2017 THROUGH DECEMBER 31, 2019**



## PREAMBLE

This Agreement made as of this 1<sup>st</sup> day of January, 2017, 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 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 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 Employee's 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 Employees, or the applicability of any law affecting the Employees.

## 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 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 Employee 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 Employee, and signed by the aggrieved and filed with P.E.R.C. (Public Employees Relations Commission).

ARTICLE III - DISCHARGE AND SUSPENSIONS

SECTION 1. No 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 Administrator, 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.

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 the first year and through the eighth year	10 days
After the eighth year and through the fifteenth year	15 days

After the fifteenth year and through the twentieth year	20 days
After the twentieth year	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 included in the annual salary.

ARTICLE IX - SALARIES

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

## ARTICLE X - RETIREMENT AND DEATH BENEFITS

SECTION 1. All Employees who have been employed by the Employer for a minimum of twenty-five (25) 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.

SECTION 2. The Estate of an Employee who had been employed by the Employer for a minimum of twenty-five (25) years as an employee, shall receive upon death of the Employee, a 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 Employer.

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

## ARTICLE XI - 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 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' 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 XII - DEATH IN FAMILY

SECTION 1. Employees 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. Employees 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 Employee would be unable to return in time for work, subject to approval by the Borough Administrator. The Employee agrees that any additional time off will be charged against compensatory or vacation time.

## ARTICLE XIII - HEALTH INSURANCE COVERAGE

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

SECTION 2. The Employer shall continue to pay premiums for any Employee and Dependents as defined above, who has retired after twenty five (25) years of full time employment with the Employer until said Employee 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 an Employee 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 full time employees 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 XIV - SEPARABILITY AND SAVINGS

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

#### ARTICLE XV - 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.

ARTICLE XVI

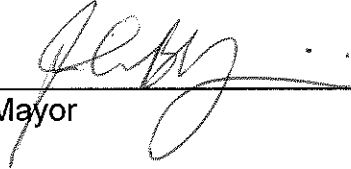
Effective January 1, 2017 through December 31, 2019, the employees shall be compensated according to the following schedule:

Deputy Clerk/Registrar:

Base	\$57,997.00	\$59,157.00	\$60,340.00
Recycling	2,700.00	2,900.00	2,900.00
Public Assistance	<u>500.00</u>	<u>1,000.00</u>	<u>1,000.00</u>
	\$61,197.00	\$63,057.00	\$64,240.00

Administrative Assistant:

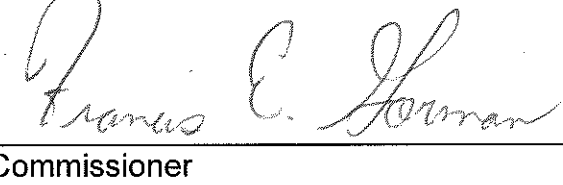
Base	\$36,528.00	\$37,259.00	\$38,004.00
Construction Code	3,800.00	4,000.00	4,000.00
Planning Board Sec.	8,000.00	8,200.00	8,400.00
Public Assistance	<u>500.00</u>	<u>1,000.00</u>	<u>1,000.00</u>
	\$48,828.00	\$50,459.00	\$51,404.00

  
\_\_\_\_\_  
Mayor

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

  
\_\_\_\_\_  
Commissioner

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

  
\_\_\_\_\_  
Commissioner

10/2/17  
\_\_\_\_\_  
Date