

AGREEMENT



BETWEEN

BOROUGH OF AVON BY THE SEA

AND

TEAMSTERS LOCAL UNION NO. 701

EFFECTIVE January 1, 2004 THROUGH December 31, 2009

This agreement made as of this _____ day of 2005, by and between the Borough of Avon-By-The-Sea, Monmouth County, New Jersey, hereinafter referred to as the "Employer" and TEAMSTERS LOCAL UNION NO. 701 hereinafter referred to as the "UNION".

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 Union as follows.

ARTICLE I
RECOGNITION AND SCOPE OF AGREEMENT

SECTION 1. The Employer hereby recognizes Teamsters Local Union 701 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
UNION SECURITY

- A. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is a member of the bargaining unit but who is not a member of the Union.
- B. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after canceling their membership in the Union.
- C. The amount of said representation fee shall be certified to the Employer by the Union within five (5) working days after the effective date of this Article, which amount shall not exceed 85% of the regular membership dues, fees and assessments charged by the Union to its members.
- D. The Union agrees to indemnify, defend and hold the Employer harmless against any liability, cause of action, or claims of loss, whatsoever arising as a result of said deductions.
- E. The Employer shall remit the amounts deducted to the Union in a similar manner to which it remits regular dues, fees and assessments of members of the Union.

- F. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.50C (L.1979 C.477) and membership in the Union fails to maintain such a system or if membership is not available, the Employer shall immediately cease making such deductions.

ARTICLE III. CHECK-OFFS OF DUES

Upon receipt by the Employer of a check-off authorization which corresponds to the authorization set forth in Paragraph 3 of this Section, which has been dated and executed by an employee, the employer shall deduct from the wages owed such employee for the first payroll period ending in each calendar month following receipt of the check-off authorization, said employee's membership dues for the month in which such deductions are made. The deduction shall be in an amount equal to that which the Secretary/Treasurer of the Union has certified to the Employer, in writing, is the amount of dues, as established in accordance with applicable law and the Union's internal constitution and by-laws which is required of all employees as a condition of requiring or retaining membership in the Union. If, for any payroll period in which the Employer is obligated to make deductions in accordance with this Section and the wages owed an employee are less than the amount of money which the employee has authorized the Employer to deduct for Union dues, the Employer shall make no deductions from the employee's pay for that payroll period. The Employer will remit dues monies deducted to the Secretary/Treasurer of the Union no later than the thirtieth (30th) day of the calendar month in which the deductions are made. The Union agrees that it will hold harmless and indemnify the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of an action taken or not taken by the Employer with regard to this Article.

ARTICLE IV

MANAGEMENT

A. The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitutions of the State of New Jersey and of the United States including, but without limiting the generality of or foregoing the following rights:

1. The executive management and administrative control of the Borough government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Borough.

2. To make reasonable rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts as well as duties; to decide the number of employees needed for any particular time; and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees so recognized, except as such rules and regulations contradict the collective bargaining agreement.

4. To hire all employees, whether permanent, temporary or seasonal; and to promote, transfer, assign or retain employees in positions within the Borough.

5. To set rates of pay for temporary, seasonal employees.

6. To suspend, demote, discharge or take any other appropriate action against any employee for good and just cause according to law.

7. To lay off employees by seniority and/or ability to do the work in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations, codes of conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the Borough of its rights, responsibilities and authority under R.S. 40A:1-1 et seq. or any national, state, county or local laws or applications.

D. The parties recognize that the exercise of managerial rights is a responsibility of the Borough on behalf of the taxpayers and that the Borough cannot bargain away or eliminate any of its managerial rights. No grievance may be filed under this Agreement which in any way interferes with, undermines or restricts the exercise of any managerial right by the Borough or any of its authorized managerial executives or supervisory personnel.

ARTICLE V
GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Should a difference arise between the Employer and the Union or the Employer and any employee as to the interpretation, meaning or application of any provision of this Agreement, every effort shall be made to settle such difference in the following manner:

- (A) All issues shall first be discussed with the immediate supervisor and/or shop steward and the employee identifying the issues to see if a resolution can be obtained.
- (B) If the issues cannot be resolved then the reasons giving rise to said grievance shall be reduced to writing by the employee alleging the grievance on the standard grievance forms supplied by the Union, indicating the Article and/or Section of this Agreement violated by the Employer and all pertinent facts involved.
- (C) The applicable Shop Steward shall present the written grievance to the supervisor/manager involved for disposition of the matter to be recorded on said form. The supervisor/manager shall give his answer, in writing, within seven (7) working days (Monday to Friday) on said grievance form and forward the original copy (white) to the Union, retain the yellow copy for the Employers records and give the last two copies (gold and pink copies) to the shop steward.
- (D) If a satisfactory settlement cannot be reached at this

level, the entire written grievance shall be referred to a meeting between the Employer and an official of the Union. If a settlement of the matter cannot be reached at this level, the grievance shall be referred immediately to arbitration as herein provided.

(E) If a grievance is not made known to the Employer within seven (7) days of the date of said violation, the matter shall be considered untimely, except that there shall be a ninety (90) day time limit on grievances involving wages, seniority and fringe benefits. With regard to (D) above, the meeting between the Employer and the Union shall take place within twelve (12) days following the written answer in the preceding step or within fifteen (15) days from the date of the grievance, whichever is the later. Any disposition of a grievance accepted by the Union or from which no timely appeal has been taken by the Union or the employee shall be final and conclusive and binding upon the employee, the Employer and the Union.

Section 2. MEDIATION OPTION

In the event the Employer and the Union are unable to adjust the grievance, the dispute may be reduced to writing and referred to the New Jersey State Public Employment Relations Commission. This notice must be conducted within thirty (30) days of the final decision by the Employer. Either the Employer or the Union may reject this referral to Mediation.

The parties may rely on a verbal presentation of evidence and documentation of evidence. The Mediator will render a written advisory recommendation, as soon as possible, but no later than thirty (30) days after the hearing. The recommendation will be based on the evidence presented by both parties. Both parties

may agree that the written recommendation is final and binding. The Mediator shall acknowledge such agreement in his written decision. If the Employer and the Union agree that the decision is final and binding, neither the Employer nor the Union can request Arbitration. The decision of the Mediator will be in lieu of a final and binding decision of an Arbitrator. If the Mediators written recommendation is not final and binding, either party may elect not to accept and implement the recommendations of the Mediator. In the event of refusal to accept the recommendation of the impartial third party, both parties shall agree that the recommendation of the Mediator shall not be admissible in the Arbitration. The parties also agree that no admissions made at the Mediation shall be admissible in the Arbitration.

If either rejects the Mediators advisory recommendation, the matter shall be submitted to the New Jersey State Public Employment Relations Commission, who shall designate the Arbitrator to hear the dispute and render a final and binding decision.

Section 3. ARBITRATION

If the Union determines that a grievance is meritorious and requires a review by a third party, it may file a request for arbitration with the New Jersey State Public Employment Relations Commission within fifteen working days from the date of receipt of the request from the aggrieved employee.

1. Selection of an arbitrator and the conduct of any arbitration shall be in accordance with the established rules and regulations of the New Jersey State Public Employment Relations commission.

2. In rendering a decision, the arbitrator shall be limited to the issues submitted as well as the definition of

arbitration contained herein and shall consider nothing else. The arbitrator cannot add to or subtract from, change or modify the Agreement between the parties.

3. The decision of the arbitrator shall be final and binding upon the parties for the duration of the Agreement.

4. The arbitrator's fee and his/her reasonable expenses shall be share equally between the Union and the Employer.

ARTICLE VI

DISCHARGE AND SUSPENSION

SECTION 1. No employee shall be disciplined or discharged without just cause.

ARTICLE VII

HOURS OF WORK AND OVERTIME

SECTION 1. The parties understand and agree that the standard weekly work schedule for employees covered by this agreement shall be a five (5) consecutive day work week, Monday through Friday consisting of eight (8) hours per day. The normal work day shall be from 7:30 AM to 3:30 PM. During Memorial Day through Labor Day the normal work day shall be from 6:30 AM to 2:30 PM. As part of the employee normal work day he shall be entitled to one half (1/2) hour lunch period and ten (10) minutes clean-up before lunch and ten (10) minutes for clean-up at the end of their regular shift all of which shall be paid.

SECTION 2. It is agreed that there shall be two staggered work weeks from Memorial Day through Labor Day. One individual shall work Sunday through Thursday and one individual shall work Tuesday through Saturday. Individuals working the staggered work weeks from Memorial Day through Labor Day shall be given an additional \$150.00 per week during that period. Shift schedules are to be approved by the Superintendent of the Department or his designee. Seniority shall prevail in picking work schedules.

SECTION 3. In times of emergency, all employees are subject to call unless they are on authorized sick or injury leave.

SECTION 4. Overtime compensation pay will be paid 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.

SECTION 5. All hours worked on Sunday shall be paid at two (2) times the employees' hourly rate of pay with a guarantee of no less than six hours work or pay in lieu of.

This does not apply to those individuals that work the summer schedule.

SECTION 6. All work performed on a Holiday shall be paid at the rate of two (2) times the employees hourly rate of pay with a guarantee of no less than six hours work or pay in lieu of in addition to his eight (8) hours holiday pay.

SECTION 7. Scheduled overtime shall be distributed, by seniority, on a rotating basis.

CALL-IN PAY

Any employee who is called in for work outside of his regular schedule shall be guaranteed a minimum of four (4) hours' working opportunity or four (4) hours' pay in lieu thereof at the prevailing hourly rate.

When an employee is notified to report early on his regular shift, or is held over at the end of his shift, such work shall not be considered as a "call in".

ARTICLE VIII

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.

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, designated by the Union to participate in collective bargaining negotiations, arbitration hearings or grievance meetings will be excused, with pay, from their work assignments. All such meetings shall be held during normal work hours.

SECTION 4. 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. The Employer shall notify the Union of the time period by certified mail.

ARTICLE IX

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.	5 days
After the first year and up to the eighth year.	10 days
After the eighth year and up to the fifteenth year.	15 days
After the fifteenth year and up to the twentieth.	20 days
Over twenty years.	25 days

SECTION 2. Individuals with five (5) or more week's vacation shall have, at their option, an additional weeks pay in lieu of their fifth week.

SECTION 3. 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.

All employees will submit vacation requests at least twenty one (21) days in advance.

ARTICLE X

HOLIDAYS

SECTION 1. The Employer agrees to provide the following fourteen (14) holidays to all full time employees of the Department of Public Works which must be taken during the calendar year.

NEW YEARS DAY
MARTIN LUTHER KING'S BIRTHDAY
PRESIDENT'S DAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
VETERAN'S DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS DAY

DAY AFTER CHRISTMAS
ONE (1) SPECIAL OCCASION DAY

ARTICLE XI
INJURY LEAVE

SECTION 1. Whenever a member of the Union 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 Workers' Compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by Workers' Compensation Statutes of the State of New Jersey. However, any permanent or partial permanent award made to said employee by any Workers' Compensation Court of any other court of competent jurisdiction shall be and remains the property of the said employee and shall not be reimbursed to the employer.

SECTION 2. Bargaining Unit members shall, as soon as practicable, after a physical injury has occurred in the course of duty, file a Workers' 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 or illness sustained by an employee in the course of duty, shall not exceed the terms of period of 180 days from the onset of said physical injury or illness. The time wherein said employee 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 or illness, shall not be charged against sick leave of the employee.

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 or illness 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 XII

SICK DAYS

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 days in January of each year. A partial year of employment shall be counted pro-rata.

SECTION 3. A medical certification shall be provided by employees for absences of four (4) or more consecutive workdays due to illness or injury.

SECTION 4. 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 5. Employees reporting out sick must notify the Department Head of 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 XIII

NO-STRIKE PLEDGE

- A. The Union covenants and agrees that during the term of this agreement neither the Union 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.
- 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 Union 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 Union or its members.

ARTICLE XIV

EXCHANGE OF DAYS OFF AND TIME OFF

SECTION 1. The Public Works Department may grant a request of any member of the Union to exchange hours, duty or days off, subject to rules and regulations pertaining to all members who make this request. The Request shall not be unreasonably or arbitrarily denied.

ARTICLES XV

BEREAVEMENT AND PERSONAL DAYS

SECTION 1. When an employee loses time from work because of the death of his spouse, father, mother, sister, brother, child, father-in-law or mother-in-law, grandparents or relative living with the employee, he will be paid his regular straight-time rate of pay up to a maximum of five (5) days, with the last day being the day after the funeral or memorial service. It is understood that such payment will be made for days when the employee is scheduled for work and would have worked except for the death of such relative; likewise for the death of a sister-in-law; brother-in-law; aunt; uncle or first cousin except that one day shall be allowed.

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

SECTION 3. (a) Personal days shall be allowed in accordance with the following schedule, subject to the approval of the Supervisor of the Department of Public Works. Except in an emergency, 24-hour prior notice must be given by the employee requesting the personal day off to the D.P.W. Supervisor.

After one year of service and up to three years of service - Three (3) days.

After three years of service and up to five years of service - Four (4) days.

After five years of service - Five (5) days.

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

ARTICLE XVI

CLOTHING ALLOWANCE

SECTION 1. A clothing allowance of \$600.00 will be granted each year. The Director of Public Works has the discretion to mandate a specific uniform for all employees', as in accordance with the code of the Borough's Insurance Company. *Clothing allowance payments will be paid twice a year, with no more than \$300.00 being paid in any one period. Payment will be made after submittal of approved receipts to the Department of Public Works Supervisor. The first pay period in January and the first pay period in May will be the designate payments.

ARTICLE XVII

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 XVIII

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. The office visit co-pay will be \$20.00 per visit paid by the employee.

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.

SECTION 3. Those employees' that have single coverage and decide to opt out of the plan shall be entitled to \$2,000.00 each year he opts out.

Those employees' that have family coverage and decide to opt out of the plan shall be entitled to \$2,500.00 each year he opts out.

The opt out payment shall be made to the employee in the first pay period in January.

SECTION 4. **NEW HIRES**

The Borough of Avon shall provide and assume all the costs for single coverage hospitalization and medical insurance for all full time regular public works employees hired after the ratification of this agreement. 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 similar or equal to current coverage.

The Borough of Avon shall provide and assume all the costs for a single coverage dental plan for all full time regular Public Works employees.

The Borough of Avon will make medical coverage available to the family of the employee, starting the first year of employment.

The Borough of Avon shall pay sixty percent (60%) of the medical

and dental plans premiums for the employee's dependents. 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.

ARTICLE XIX

SEPARABILITY AND SAVINGS

SECTION 1. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be invalid by operation of law, or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

SECTION 2. If any such provisions are so invalid, the Employer and the Union shall meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XX

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 Union because of membership or activity in the Union. The Union shall not intimidate or coerce employees into membership. Neither the Employer nor the Union shall discriminate against any employee because of race, creed, color, sex, sexual orientation, national origin or political

affiliation.

ARTICLE XXI
BULLETIN BOARD

SECTION 1. The Employer will provide a Union Bulletin Board in a conspicuous location in the Borough Garage for the use of posting notices concerning Union business and activities. All such notices shall be posted by the Shop Steward and shall not contain malicious, inflammatory or annoying material.

ARTICLE XXII
LONGEVITY PAY

SECTION 1. Employees covered by this agreement and whose salary exceeds \$50,000.00 shall be entitled to longevity pay each contract year in the amount of seven percent (7%) of \$50,000.00. Employees at top salary of \$67,215.00 shall be entitled to longevity pay each contract year in the amount of eight percent (8%) of \$50,000.00. Those employees that reach their 25th year of service shall be entitled to 10% of \$50,000.00 each year. Those employees that reach their 30th year of service shall be entitled to 12% of \$50,000.00 each year.

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

*New Public Works employees hired after 1-1-05 and falling under the New Hires Salary Guide will not receive longevity entitlement.

ARTICLE XXIII

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 XXIV

SALARIES

2004 through 12/31/2009

Employees shall move through the step program as follows:

Step 9 (after 13 years)	\$67,215.28
Step 8 (after 11 years)	64,083.51
Step 7 (after 8 years)	60,399.19
Step 6 (after 6 years)	56,031.50
Step 5 (after 4 years)	53,432.31

Step 4 (after 3 years) 48,610.05
 Step 3 (after 2 years) 45,264.71
 Step 2 (after 1 year) 40,975.92
 Step 1 (Probationary 1st year) 37,989.45

*Employees at maximum salary of \$67,215.28 shall be entitled to a guaranteed 3% annual performance bonus each year of this agreement and in the year 2009 that performance bonus will increase to 5%, payable in the first paycheck in December of each calendar year. Date of hire will dictate the anniversary date of scheduled step increases.

NEW HIRES:

*All new Public Works employees hired after January 1, 2005, shall be paid at the following pay scale: Longevity shall no longer exist with this New Hires pay scale as it has been merged into the base salaries within the scale below.

EFFECTIVE JANUARY 1, 2005 through December 31, 2009

Step 1 (Probationary 1 st year)	29,584.39		Step 8 (after 8 years)	44,448.80
Step 2 (after 1 year)	31,654.04		Step 9 (after 9 years)	45,725.16
Step 3 (after 2 years)	33,870.49		Step 10 (after 10 years)	47,001.52
Step 4 (after 3 years)	36,241.49		Step 11 (after 11 years)	48,277.88
Step 5			Step 12	

(after 4 years)	38,779.15		(after 12 years)	49,554.24
Step 6 (after 6 years)	41,493.43		Step 13 (after 13 years)	50,830.60
Step 7 (after 7 years)	42,945.70			

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

ARTICLE XXV
GENERAL CLAUSES

a. The Boro of Avon by the Sea shall reimburse employees, the full cost of continuing job related education, as determined by the Borough, including books, which are required, provided they submit documentation to the Boro of a passing grade.

b. The Borough of Avon may hire Seasonal Employees during the summer months from May 1st through September 30th. The terms of this agreement apply in full except the employee will not receive any benefits.

Seasonal (hourly) Sanitation Employees will be paid \$9.00 per hour.

Seasonal (hourly) Street help will be paid \$6.75 per hour.

c. The Borough of Avon may hire Temporary employees provided they are members of the Local Bargaining Unit and supervised by the employees of the Department of Public Works. The terms of this agreement apply in full except the employee will not

receive any benefits.

Temporary (hourly) Sanitation / Street Help will be paid \$9.25 - \$11.00 per hour.

ARTICLE XXVI

AGREEMENT SIGNATURES

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. This agreement shall remain in effect until such time a new contract is ratified.

FOR BORO OF AVON BY THE SEA

FOR I.B.T. LOCAL 701

* It is agreed to by both the Borough of Avon and I.B.T. Local 701 that for the year 2004 all obligations have been met with the exception of the following employees who shall be paid the difference between the amount of compensation they received and the amount they should have received under the new Collective Bargaining Agreement. The Borough shall calculate the difference and payment shall be made within two weeks of the signing of this agreement.

Paul Adcock

Joseph Apicelli

Kelly Hagerman

Matt Gaggagher

