

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

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JANUARY 1, 2005 THROUGH DECEMBER 31, 2008

PREAMBLE

This agreement made as of this first day of January, 2005, 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, known as 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 with each other with respect to the employees of the employer recognized as being represented by the Supervisors as follows:

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 Borough as of January 1, 2005. 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 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 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 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 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 work week 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 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. 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. Said holidays may be taken off or paid and must be used during the calendar year.

ARTICLE VI
VACATION

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

New Employees - for the first years 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 Commissioners.

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

LONGEVITY

SECTION 1. All Supervisors shall receive as additional compensation the following:

<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

The longevity compensation set forth shall be included in annual salary of each Supervisor.

ARTICLE IX

CLOTHING ALLOWANCE AND MAINTENANCE

SECTION 1. A clothing allowance shall apply to the Police Chief, Public Works and Water Supervisors not to exceed:

For the years 2005 through 2008 \$850.00

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

A clothing maintenance shall apply only to the Police Chief and will be paid by July 1st of each year and shall be pro-rated if full calendar year is not worked.

For the years 2005 through 2008 \$750.00

ARTICLE X

SALARIES

SECTION 1. All Supervisors 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 XI

RETIREMENT

SECTION 1. All Supervisors who have been employed by the Borough for a minimum of sixteen (16) 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 Supervisors regular rate of pay at the time of said retirement. All Supervisors who have been employed by the Borough for a minimum of sixteen (16) years shall receive upon death, a sum of money equivalent to ninety (90) days salary at said Supervisors 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 Borough. This payment is in addition to any and all other benefits due said Supervisor. This is figured on one-fourth (1/4) of the employee's annual salary.

SECTION 2. 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 XII

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 four (4) 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 Supervisor will select one from the list. All bills incurred for the second opinion will be paid by the Borough.

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 Department Head, 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 days unused sick leave. Said amount not to exceed \$25,000.00 total.

ARTICLE XIII

DEATH IN FAMILY

SECTION 1. Supervisors 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. For uncle, aunt, niece, nephew, brother-in-law, sister-in-law, grandchild, cousin of the first degree, the day of the burial only.

Exception to these rules may be made where the deceased is buried in another city 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 XIV
LIFE INSURANCE & DENTAL

SECTION 1. The Borough shall pay the full premium for a Life Insurance Policy on all Supervisors.

SECTION 2. The Borough shall provide and assume all the costs for a dental plan for all supervisors covered by this agreement and their dependents.

ARTICLE XV
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 accrue be paid to said injured Supervisor by Workmen's Compensation benefits. This said salary shall continue during the term and period of temporary compensation benefits as authorized by Workmen's Compensation Statutes of the State of New Jersey. However, any permanent or partial permanent award made to said Supervisor by any Workmen's Compensation Court or any other Court of competent jurisdiction, shall be and remain the property of the said Supervisor and shall not be reimbursed to the employer.

SECTION 2. A Supervisor shall, as soon as practicable, after a physical injury has occurred, file a Workmen's Compensation Petition and failure to do so shall render this said provision for payment of salary void, and said salary shall cease forthwith.

SECTION 3. The provisions herein recited shall not exceed the terms of period of 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 a qualified physician agreed to by both parties to the agreement.

ARTICLE XVI HOSPITALIZATION

SECTION 1. The Borough shall provide and assume all the costs for hospitalization and medical insurance 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 Supervisors immediate family, and it is specifically understood that it shall not include mothers, fathers, uncles, aunts, in-laws, nieces, nephews, etc. and all other persons of similar standing.

SECTION 2. The Borough 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 Borough 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 Borough shall continue to pay for the secondary/supplemental carrier.

SECTION 3. In the event a Supervisor dies while actively employed for the Borough, hospitalization will continue to be paid by the Borough for the surviving spouse.

SECTION 4. The Borough shall provide a prescription plan as follows: A prescription card shall be provided to each Supervisor as defined in Article XVII, Section 1 and Section 2. Plan to be paid by the Borough after the Supervisor has retired.

SECTION 5. At any time during this contract, the Borough may increase the office visit co-pay from ten dollars (\$10.00) to twenty dollars (\$20.00).

ARTICLE XVII
SEPARABILITY AND SAVINGS

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

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

ARTICLE XVIII
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 XIV
SALARY

SECTION 1. Effective January 1, 2005 through December 31, 2008, all Supervisors shall be compensated according to the following schedule:

	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Police Chief	\$96,532.00	\$100,151.00	\$103,906.00	\$107,854.00
Water/Sewer Superintendent	86,133.00	88,974.00	91,911.00	95,128.00
Public Works Superintendent	85,280.00	88,094.00	91,001.00	94,186.00

Longevity is not included in the above amounts. Each supervisor's corresponding percentage will be added to the amount above to constitute the supervisor's base pay.

Daniel J. Gibney, Mayor

Police Chief

Robert Mahon, Commissioner

Public Works Superintendent

James L. Kropke, Commissioner

Water/Sewer Superintendent

Date