

MEMORANDUM OF AGREEMENT

BOROUGH OF AVALON AND EMERGENCY MEDICAL TECHNICIANS OF THE AVALON RESCUE SQUAD ASSOCIATION

The Borough of Avalon (the Borough) and Emergency Medical Technicians of the Avalon Rescue Squad (EMTs) are parties to a collective negotiations agreement covering the period January 1, 2019 through December 31, 2022.

The parties have engaged in negotiations for a successor agreement. As a result of those negotiation sessions, the Borough and EMTs have reached a tentative agreement as to changes to be included in a new collective negotiations agreement. The purpose of this Memorandum of Agreement is to confirm those understandings as follows:

PREAMBLE

Revise Date.

Add: PURPOSE

It is the intent and purpose of the parties hereto, by this Agreement, to promote and improve industrial and economic relations between the Borough and its employees and to set forth herein their basic agreement covering rates of pay, hours of work, and other conditions of employment and represents the complete and final understanding of all bargainable issues between the Borough and the Union. Notwithstanding, any grievance arbitration decisions, settlements or memoranda of agreements acknowledged or executed by the parties are specifically included as terms under this Agreement.

ARTICLE I – RECOGNITION

ADD: The title "employee" shall be defined to include all bargaining unit members, the plural as well as the singular, and to include males, females, and nonbinary.

ARTICLE II – MANAGEMENT RIGHTS

Revise as attached.

ARTICLE III – GRIEVANCE PROCEDURE

Revise as attached.

ARTICLE VI – EMTS OF THE BOROUGH REPRESENTATIVES FOR GRIEVANCE PURPOSE

Paragraph 2 – Change EMS “Coordinator” to EMS “Chief”

Add “The Borough acknowledges and will abide by the provisions of the Workplace Democracy Enhancement Act. In the event the Workplace Democracy Enhancement Act, in whole or in part, is amended, altered, abolished, the Borough will comply with the requirements of the law only.”

ARTICLE VII – LEAVE OF ABSENCE

Paragraph 3 – Delete – see change to paragraph 4 below.

Paragraph 4 – Revise first sentence to read “Family/Medical Leaves of Absence, including maternity leave, will be granted.....”

Revise second sentence to read that “Under the provisions of these statutes, certain employees are entitled to twelve (12) weeks of leave during a twelve (12) month period under the FMLA or twenty-four (24) month period under NJFLA.”

ARTICLE VIII – HOLIDAYS/PERSONAL LEAVE

Paragraph 1: Revise as follows:

All employees shall be eligible for double time pay for working the following five (5) holidays:

Christmas Eve (Dec. 24) from 6 p.m. to 6 a.m. on December 25;
Christmas Day (Dec. 25) from 6 a.m. to 6 p.m. on Dec. 25;
Christmas Day (Dec. 25 – Dec. 26) 6 p.m. December 25 to 6 A.M. December 26;
Thanksgiving Day 6 A.M. to 6 P.M.;
Thanksgiving Day 6 P.M. to Day after Thanksgiving at 6 A.M.

Paragraph 2: Change Chief of “Police/Department Head” to Chief of “EMS”

- Add: Personal leave days cannot be used in conjunction with any other leave time, unless needed for an emergency reason, which is subject to verification. If verification is not provided employee will be subject to major discipline. If verification is not provided, employee will be subject to major discipline.

Sick leave used in conjunction with personal leave time, even if only one day, shall be subject to verification. If verification is not provided, employee will be subject to major discipline.

- For part-time employees only: Follow Borough Policy Manual except that 1.5x rate of pay will be paid on Easter Sunday but NOT Good Friday.

ARTICLE IX – VACATION

Delete: “Employees working less than a full time schedule shall accrue one hour of vacation leave for every 30 hours worked in a year, up to a maximum of 40 hours per year. Unused, accrued vacation leave shall be available for use in the next succeeding year only.”

ARTICLE X – HOURS AND OVERTIME

Paragraph 2 – Delete: “Borough will schedule work hours so that FLSA overtime is not part of an employee’s work schedule.”

Reason: If they are normally scheduled to work 48 hours in one week, that is automatic FLSA OT.

Paragraph 3 – define “other paid leave” as “vacation leave, personal leave and workers’ compensation leave”.

Paragraph 3 – At end of paragraph, add: “This means the employee will receive their normal compensation, even if that includes scheduled overtime, which is part of the employees regular work schedule based upon the 12 hour shifts.”

Replace Paragraph 4 as follows:

In the event an employee is required and approved to work overtime, the employee shall receive either overtime pay at the rate of time and one half (1 ½) of straight time rate for all time actually worked, which shall be rounded up to the next each quarter-hour for all time actually worked over forty (40) hours worked in the workweek or compensatory time at the rate of time and one-half (1 ½) for all time actually worked, which shall be rounded up to the next each quarter-hour for all time actually worked over forty (40) hours worked in the workweek. The Employee may, at the Employee’s option, elect to be paid for the above overtime or earn compensatory time off. The employee shall select either overtime payment or compensatory time immediately after the work is performed. If the employee is already at the compensatory time maximum, overtime payment must be selected. Overtime shall be defined as time actually worked in excess of forty hours in a workweek. For the purposes of calculating overtime, sick time and compensatory time shall not count as hours worked, but other paid leave time shall count as hours worked.

Compensatory time is subject to the following additional conditions:

1. the Borough and the employee agree to the compensatory time arrangement before the extra work begins (not after the fact.).
2. Employees may earn compensatory time throughout any calendar year, but at no point shall an employee be able to accumulate more than one-hundred sixty eight (168) hours.
3. Employees are encouraged to use compensatory time during the calendar year in which the compensatory time is earned, except from May 15 through September 15 in which case the Chief, at his/her sole discretion, can deny the use of compensatory for the efficiency and operation of the Department.

4. Should an employee, for any reason, not be able to use their earned compensatory time by the end of the calendar year, they shall be able to carry forward a maximum of eighty four (84) hours into the next calendar year. In the event, the employee has more than eighty four (84) hours of earned compensatory time by the end of the calendar year, the Borough shall pay the employee for said compensatory time.
5. Should an employee carry their earned compensatory time into the following year, this time shall be applicable to the one hundred sixty eight (168) hour compensatory time capitation.
6. The employee shall, at their sole discretion, be permitted to be paid for all unused compensatory time earned during the calendar year.
7. Should an employee exercise their option to submit all earned compensatory time for payment, employees must notice the Borough by December 1st.
8. Employees shall be able to redeem their compensatory time at one hundred percent (100%) of current value at the time of separation, retirement, or termination.
9. The Borough shall not unduly deny employees' use of compensatory time consistent with other leave policies.
10. Employees entitled to take compensatory time off must do so in minimum increments of one hour each.
11. Any employee with more than 168 hours of compensatory time accumulated as of the ratification of this Agreement by both parties shall be able to retain and use that time, however, the Borough reserves the right to buy that time down to the one-hundred sixty eight (168) hour compensatory time capitation at any time.

ARTICLE XI – SICK LEAVE

Replace Section 1.2 with the following:

Sick Leave May Be Used Under The Following Circumstances

1. The Borough of Avalon permits all employees, whether or not they are subject to the Act [N.J.S.A. §34:11D-3(a)], to use the earned sick leave accrued for any of the following instances:
 - a. Time needed for diagnosis, care, or treatment of, or recovery from, the employee's own mental or physical illness, injury, or other adverse health condition, or for preventive medical care for the employee;
 - b. To aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury, or other adverse health condition, or during preventive medical care for the family member;
 - c. If an employee or a family member are a victim of domestic or sexual violence, and are obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence;
 - d. Closure of an employee's workplace, or of the school or place of care of an employee's child, due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of

the employee or their family member in the community would jeopardize the health of others; or

e. If an employee needs to attend a school-related conference, meeting, function, or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

2. The purpose of sick leave is to provide an employee with paid leave to address any of the circumstances set forth in paragraph (1) (a through e) above. In providing said leave, the Borough expects that use of the leave shall be consistent with those permitted circumstances. In the event the employee is out due to his or her own personal injury or illness, whether physical or mental, the employee shall remain at his or her residence, during the employee's regularly scheduled work day, except to seek treatment for said illness, or in the event of a verifiable emergency. The Borough reserves the right to require sick leave verification at any time the Borough has a reasonable belief that sick leave is not being used for the permitted circumstances set forth above. Any employee utilizing leave time for a reason inconsistent with the proscribed circumstances that permit an employee to utilize paid sick leave shall be subject to major discipline.

Add to end of paragraph 2.1 :

"Sick leave credits shall not accrue after an employee has resigned or retired although their name is being retained on the payroll until exhaustion of vacation or compensatory leave. Paid sick days shall not accrue during a leave of absence without pay."

Section 3.1 add "...for more than three (3) scheduled and sequential working days or an aggregate of twelve (12) scheduled work days in a calendar year..."

Revise paragraph 3.3 as follows: "In order to be entitled to sick leave, an employee must provide notice of sick leave usage at least three (3) hours prior to the employee's scheduled starting time to the employee's supervisor by calling the office and leaving a message. Failure to so notify may be cause for disciplinary action."

Add: Sick leave for a prearranged medical or dental examination should be applied for as soon as possible after making the appointment.

New Section: Physician Notes:

- A. The Borough may prohibit employees from using foreseeable earned sick leave on certain dates, and require reasonable documentation if sick leave that is not foreseeable is used during those dates.
- B. In the case of sick leave due to a death in the employee's immediate family, or use of sick leave to care for a member of the employee's immediate family, reasonable proof may be required.

- C. Anytime the Employer reasonably believes the employee is abusing sick leave or shows a pattern of use detrimental to the Borough, reasonable proof of sick leave use may be required.
- D. If required, a physician's certificate shall be secured at the employee's expense and shall be signed by a health care professional who is treating the employee or the family member of the employee. The physician's note shall:
 - a. Indicate the need for the leave and, if possible, the number of days needed for the leave;
 - b. Stipulate any period of incapacity or job-related restrictions
 - c. The Borough shall NOT seek a diagnosis/medical condition

New Section: Discipline. An employee may be subject to discipline if they,

- 1. Abuse of sick leave shall be cause for reimbursement, denial of future leave, and disciplinary action up to and including termination.
- 2. Abuse of sick leave shall include a violation of any paragraph enumerated in this Article.
- 3. The Borough reserves the right to make a case-by-case determination based on the facts of an individual employee's abuse of sick leave as the situation may warrant including but not limited, patterns of abuse, use of sick leave adjacent to other leave, etc.

Add New Section: Recording and Tracking. The Borough is required to track time taken by employees for earned sick leave, as such all sick leave requests must be provided to Business Administrator/Human Resource Officer or designee. The Borough is required to maintain these records for 5 years.

Paragraph 2.1 – delete duplicated language at end of paragraph 1 and start of paragraph 2

Paragraph 3.1 – Change Chief of “Police/Department Head to Chief of “EMS”

ARTICLE XII – FUNERAL LEAVE

Paragraph 1, instead of “interment” state “funeral service”

ARTICLE XIII – HOSPITALIZATION AND INSURANCE

Revise to be consistent with SHBP and Vision Plan currently in place.

Section 1 – Retiree Benefits

Eliminate last sentence regarding applicability only to employees hired prior to January 1, 2004.
Revise to provide retiree benefits consistent with Borough Policy.

ARTICLE XV – SALARIES AND COMPENSATION

Full Time Employees:

Effective January 1, 2023, full time employees shall receive an adjustment of \$1.00 per hour and then a 2% increase, except that, Travis Cooper shall receive an equity adjustment so that his hourly rate, effective January 1, 2023 is \$24.39.

Effective January 1, 2024, full time employees shall receive an increase of 2.5%.

Effective January 1, 2025, full time employees shall receive an increase of 2.75%.

Effective January 1, 2026, full time employees shall receive an increase of 3.0%.

Full time employees shall receive \$1.50/hr additional upon completion of ten (10) years of full time service with the Borough and an additional \$1.50/hr. additional upon completion of twenty (20) years of full time service with the Borough. The adjustment shall take place on the anniversary date of the employee completing 10 years (start of 11th year) or 20 years (start of 21st year). Part time employment with the Borough does not count toward this benefit when calculating years of service.

A list of the hourly rates for full time employees is attached hereto.

Part time employees:

Effective January 1, 2023 and for the duration of the contract, the part-time employee base rate shall be \$21.50 per hour.

Paragraph C – Change Chief of “Police/Department Head” to Chief of “EMS”

Paragraph D – Revise / Clean up language re: Camp/Bailey

ARTICLE XVII – BULLETIN BOARD

Change reference from Chief of “Police/Department Head” to Chief of “EMS”

ARTICLE XIX – UNIFORMS

Change reference from Chief of “Police/Department Head” to Chief of “EMS”

ARTICLE XXI – TESTING, TRAINING AND PROBATIONARY PERIOD

Change reference from Chief of “Police/Department Head” to Chief of “EMS”

ARTICLE XXIII – DRUG AND ALCOHOL FREE WORKPLACE

Add changes per policy manual: This is required by law and the JIF and is set forth in the Borough’s Employee Handbook and Personnel Policies and Procedures Manual. This policy may change annually subject to changes in the law or the Joint Insurance Fund. Employees shall be subject to the policy manual which they acknowledge may, from time to time change, consistent with recommendations from the JIF.

ARTICLE XXIV – JURY DUTY

Paragraph 1 - Revise to provide employee's regular pay, not the difference.

Paragraph 1.4 - Change reference from Chief of "Police/Department Head" to Chief of "EMS"

ARTICLE XXVI – ASSIGNED DUTIES

Change reference from Chief of "Police/Department Head" to Chief of "EMS"

ARTICLE XXVII – DISCIPLINARY ACTION

As attached.

ARTICLE XXVIII – EVALUATION

Paragraph 1 - Change reference from Chief of "Police/Department Head" to Chief of "EMS"

Paragraph 3 - Change reference from EMS Coordinator to EMS Chief

ARTICLE XXIX – TRAINING

Change reference from Chief of "Police/Department Head" to Chief of "EMS"

TERM AND RENEWAL

Term to be negotiated; revise dates consistent with term.

ARTICLES WHERE NO CHANGE IS PROPOSED:

Article IV – Legal Reference

Article V – Seniority

Article XIV – Option to Return Time for Salary

Article XVI – Separability and Savings

Article XVIII – Non- Discrimination

Article XX – Military Leave

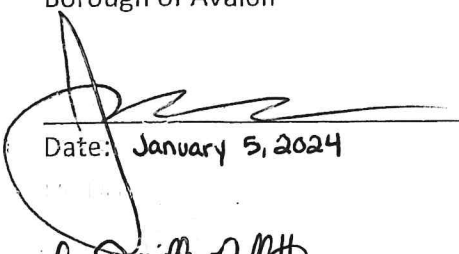
Article XXII – No Strike Pledge

Article XXV – Job Posting

This Memorandum of Agreement is subject to the ratification of the EMTS and approval by the Borough. The bargaining committees of the EMTS and Borough agree to recommend, without reservation, approval to their respective bodies.

All parties acknowledge these terms and conditions are subject to ratification.

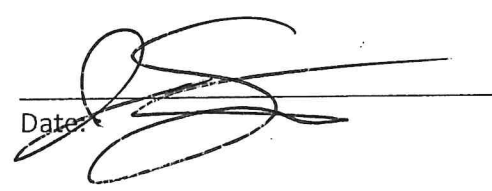
Borough of Avalon


Date: January 5, 2024

C. Danielle Nollett
Date: January 5, 2024

EMTS

John Schlechtweg
Date:


Date:

ARTICLE II

MANAGEMENT RIGHTS

1. It is recognized that the management of the Borough, the control of its properties, and the maintenance of order and efficiency, is a right and responsibility of the Borough. Accordingly, the Borough hereby retains and reserves unto itself, or through and by the Department Heads or designees, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to and after signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:

- 1.1. To the executive management and administrative control of the Borough Government and its properties, facilities and the activities of its employees.
- 1.2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and promote and transfer employees.
- 1.3. Determining job classifications and assigning work consistent with said classification.
- 1.4. To suspend, demote, discharge or other disciplinary action for good and just cause according to law.
- 1.5. To establish a code of rules and regulations for the operation of the Borough.
- 1.6. To determine the standards of performance of the employees.
- 1.7. To change, modify or promulgate policies, rules and regulations.
- 1.8. To maintain the efficiency of employees in the performance of their duties and to maintain the efficiency of its operations, as well as the establishment, expansion, reduction, alteration, combination, consolidation or abolition of any job or job classification, departemtn operation or service.
- 1.9. To relieve employees from duty because of lack of work, lack of funding, or legal cause, as permitted by law.
- 1.10. To determine the amount of overtime to be worked.
- 1.11. To determine the methods, means and personnel by which its operations are to be conducted.
- 1.12. To determine the content of work assignments and determination of staffing patterns and areas worked, hours of operation, the control and regulation of the use of facilities, supplies, equipment, materials, social and electronic media and other property of the Borough.
- 1.12. To exercise complete control and discretion over the organization and the technology of performing its work.

2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in 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 term hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

3. The act of the Borough at any time in refraining to enforce said rights shall not be construed as having created a custom or practice contrary or as having waived or modified said rule, regulations, policies, or other statements of procedures.

4. Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under R.S. 40, 40A, and R.S. 11 or any other national, state, county or local laws or ordinances.

5. Any act taken by the Borough not specifically prohibited by this Agreement shall be deemed a management right, and shall be considered as if fully set forth herein.

ARTICLE III – 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 employment under this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.
2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Department Head or Human Resource Director.

B. Definition

1. A grievance is any formal complaint by an employee or a majority representative concerning the interpretation, application, or alleged violation/enforcement of any, established personnel policy, procedure, or administrative decision of the Borough affecting the terms and conditions of employment.
2. Grievances shall not include:
 - a. Disciplinary matters, except if specifically established herein.
 - b. Performance evaluations
 - c. Other non-grievable matters include but are not limited to:
 1. Advice and/or counseling;
 2. Applicable Policies and/or Procedures established by the State of New Jersey;
 3. Matters governed by law, regulations, and/or executive order are outside the Borough's control.

C. Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement. It shall be followed in its entirety unless any step is waived by mutual consent:

1. Step One:

All employees must prepare and present their grievances in writing to the EMS Chief and Chief of Police, or Human Resource Director, if the grievance implicates the EMS Chief or Chief of Police.

- a. The employee shall state, in full, the grounds of their grievance and reference the applicable contractual articles and/or Borough policies and procedures that are the subject of the grievance.

- b. The aggrieved employee shall, within ten (10) working days after the event giving rise to the grievance has occurred or knowledge thereof, provide the EMS Chief and the Chief of Police the written grievance.
- c. The EMS Chief shall consult with the Chief of Police and shall, within two (2) working days, provide the Human Resource Director a copy of the grievance. The EMS Chief and Chief of Police shall, as reasonable and appropriate, discuss the facts of the grievance and possible resolution, if practical.
- d. The EMS Chief/Chief of Police or Human Resource Director shall respond to the employee within ten (10) working days of the filed grievance, except if;
 - 1. Mutually agreed upon by the parties to extend the time by written consent, or
 - 2. The EMS Chief/Chief of Police or Human Resource Director shall have sole authority to determine that a meeting with Administration would be appropriate to discuss the grievance. In which case, the time limits will be frozen until such time that the parties decide that a mutual resolution cannot be reached. If no resolution is reached, the Employer will provide a timely response.

2. **Step Two:**

If the parties cannot reach a resolution or the employee finds the response unfavorable under Step One, the employee may present the grievance in writing within five (5) working days thereafter to the Borough Administrator. The Borough Administrator shall respond, in writing, to the grievance within ten (10) working days of the Step Two submission. The same provisions set forth under Paragraph C(1)(d) shall be applicable to freeze the time requirements.

3. **Step Three:**

If the parties cannot reach a resolution or the employee finds the response unfavorable under Step Two, the employee may appeal the Borough's decision to the Public Employment Relations Commission within thirty (30) working days of the Borough's response. An arbitrator shall be selected under the rules of the Public Employment Relations Commission.

- a. The arbitrator shall be bound and governed by the provisions of the parties' contract or the Borough's Employee Manual, whichever is controlling.
- b. The parties' contract shall take precedence over the Borough's Employee Manual if the applicable language is conflicting.
- c. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

d. The costs for the arbitrator's services shall be borne equally by the Borough and the employee. Any additional costs shall be paid by the party incurring the same.

e. The decision of the Arbitrator shall be final and binding on the parties.

4. **Exceptions:**

a. The time limitations do not apply to any employee complaint alleging a violation of the Borough's Harassment Policy, Sexual Harassment Policy, or the Whistle Blower Policy.

b. If the Borough advises the employee that an investigation is required, the grievance process will be suspended immediately until the investigation is completed, but the grievance process cannot be delayed for more than forty-five (45) work days.

c. Grievances from employees covered by a union agreement will be handled according to the applicable collective negotiations agreement terms.

5. **Grievance Forfeiture**

a. Failure to report a grievance within such time shall be deemed a waiver and abandonment of the grievance.

b. The time limits expressed herein shall be adhered to strictly unless relaxed as established above.

c. No grievance may proceed beyond Step One unless it constitutes a controversy established under Paragraph B(1) above.

6. **Annotations**

a. The failure of Borough, at any Step, to respond within the time set forth herein shall constitute a denial of the grievance at that Step. The employee is permitted to move to the next step within the established time parameters.

b. If a settlement or ruling results in a determination of monetary liability, such liability shall not exceed more than thirty (30) calendar days after the final determination.

c. Information concerning an employee grievance shall be maintained in strict confidence. Any discussion will be limited to those individuals involved in processing the grievance, including witnesses.

d. Employees must use the grievance procedure in good faith for legitimate and justified complaints and must not, under such circumstances, be penalized for doing so.

- e. During normal working hours, aggrieved employees may be afforded time to engage in grievance discussions with management.
- f. Should two or more employees raise a common or similar complaint, the Borough may select one or more to represent the group. However, the final decision will be binding on all members of the group.
- g. Unless otherwise instructed, during the pendency of any grievance, an employee shall continue to follow all directions and orders of their Department Head/supervisor.

ARTICLE XXVII – CONDUCT DISCIPLINARY ACTION/APPEALS

A. Code Of Ethics

All employees need to be aware of the importance of conducting themselves in an ethical manner. As such, employees shall not take part in or attempt to influence in any way any activity in which their own best interests may conflict with the best interest of the Borough of Avalon. (See, N.J.S.A. 40A9-22.5). While most Borough business is open to the public and, by law, open for public disclosure, some of the business conducted by the Borough of Avalon is confidential in nature, such as contracts, acceptance of bids, personnel issues, etc. Therefore, confidential issues shall not be improperly discussed outside of your department, and violations may be subject to disciplinary action.

B Employee Discipline

1. Policy

a. This policy applies to any, and all employee conduct that the Borough, in its sole discretion, determines must be addressed by discipline. While no discipline policy can be expected to address each and every situation requiring corrective action that may arise in the workplace, the Borough will take a fair and comprehensive approach regarding discipline, attempting to consider all relevant facts and factors before making decisions regarding discipline.

b. The Borough endorses the theory of progressive discipline when employee conduct warrants discipline resulting from unacceptable behavior, poor performance, or violation of the Borough's policies, practices, or procedures. While the Borough supports progressive discipline, the Borough is not strictly bound to this process if, in the sole discretion of the Borough, the employee's violative action or conduct is deemed to warrant a more severe penalty.

c. Progressive discipline may not be applicable when employees violate certain Borough policies that are so egregious as to threaten or endanger other employees, residents, visitors; the integrity of the employee's position; or the operations and efficiency of the Borough. While some unacceptable employee conduct is addressed under specific policies, the following non-inclusive list provides some examples of inappropriate behavior and conduct that is not conducive to the efficient operation of the Borough and would be subject to disciplinary action.

d. In New Jersey, part-time and seasonal employees have the same disciplinary rights as full-time employees. However, any disciplinary procedure/action will not extend an established work period for any seasonal or part-time employee.

2. General Behavior

a. Failure to treat all residents, visitors, and fellow employees in a courteous manner;

b. Conviction of a criminal offense, a misdemeanor, or commission of a non-

criminal act of such nature that the individual's credibility and/or moral character would render them unfit, undesirable, or unacceptable as a Borough employee.

c. Illegal Gambling;

3. **Workplace Behavior**

a. Audio or Video recording any conversations of Borough employees/supervisors without their knowledge or permission;

b. Conducting private or personal business which interferes with the efficient performance of duties and/or represents a conflict of interest during the employee's work hours;

c. Deliberate destruction or damage to Borough property or property of suppliers or others;

d. Disregarding any establish, know, or reasonable safety or security regulations;

e. Engaging in any form of fighting, horseplay, use of obscene, abusive, or threatening language or gestures, offensive conduct, harassment, or discrimination (see, Policy);

f. Engaging in off-duty work activities without written notice to and approval from the Department Head/supervisor. Off-duty work will not be denied unless it is a conflict of interest or if the employment causes mental/physical fatigue to the extent that efficiency and work production are considerably reduced. If off-duty work is denied, the employee will be provided with an opportunity to meet and discuss the issue with the Department Head.

g. Excessive use of telephones, cellphones, and emails under the jurisdiction of the Borough for personal use;

h. Failure to maintain the confidentiality of Borough of Avalon information;

i. Failure to report and/or notify one's Department Head/supervisor when you will be absent or unable to report to work on time or as scheduled;

j. Failure to report to work for five (5) consecutive workdays, unless otherwise established in a collective negotiations' agreement, without notice or approval and without reasonable and acceptable cause;

k. Falsifying or altering Borough records or reports, including, but not limited to applications for employment, medical reports, time records, expense reports, absentee reports, or shipping and receiving records;

l. Failure to report work-related injuries to Department Head/supervisor and/or to promptly complete forms detailing the injury (see, Policy);

m. Failure to notice, submit or provide the Borough current information such as address changes, contact information, change in family circumstances, interpersonal relationship with a fellow worker, or in contact with a communicable disease;

n. Gambling, inclusive of fantasy sports, on Borough property or during an employee's work hours;

o. Improper attire or inappropriate personal appearance (see, Policy);

p. Insubordination or the refusal by an employee to follow management or supervisory instructions concerning job-related matters;

q. Intoxication or drinking/drugs (prescription, medical, or illegal) while on

duty;

r. Unless authorized to do as part of the employee's position, possession of weapons or firearms in the workplace. Such possession shall also be in violation of the Workplace Violence Policy;

s. Providing entrance or access to Borough facilities or property to unauthorized persons;

t. Smoking where prohibited areas (see, Policy);

u. Solicitation or acceptance of any gift, gratuity, or other forms of compensation of any value whatsoever by an employee which results from the performance of any duties/responsibilities associated with employment by the Borough (see, Policy);

v. Release of information to unauthorized persons;

w. Unauthorized use, theft, or misuse of Borough property/time/funds or of another employee's property;

x. Unauthorized sleeping on the job;

y. Use of Borough of Avalon supplies or property for personal purposes (see, Policy);

z. Violation of Borough of Avalon policies on solicitation or distribution;

4. **Social Media Behavior.**

a. Social media can mean many things and includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking, or affinity web site, web bulletin board or chat room, whether or not associated or affiliated with the company, as well as any other form of electronic communication, including but not limited to Facebook, Twitter, Tumblr, Flickr, Instagram, etc.

b. The employee shall be entirely responsible for what they post online.

c. Any conduct or content that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects the Borough, its residents, visitors, guests, vendors, suppliers, or other Borough employees.

d. Any conduct or content that discredits the Borough or employees of the Borough, or by any manner or means states or infers that your statements or opinions reflect those of the Borough of Avalon.

PROGRESSIVE DISCIPLINE

All employees are expected to meet the Borough's work performance standards. The intent of the Disciplinary Action Procedure is to formally document problems and provide the employee with a reasonable time to improve performance.

The process is intended to encourage development by providing employees with guidance in areas that need improvements, such as poor work performance, attendance problems, personal conduct, general compliance with the Borough's policies and procedures, and other disciplinary problems.

A. **Forms of Discipline**

DEPENDING ON THE SEVERITY OF ANY VIOLATION OF RULES AND REGULATIONS GOVERNING EMPLOYEE CONDUCT, THE BOROUGH

RESERVES THE RIGHT TO IMPOSE ANY LEVEL OF DISCIPLINE SET FORTH BELOW.

There are many different forms of discipline that the Borough may use. They are as follows:

1. Oral Reprimand

An oral reprimand is a verbal warning that a Department Head/supervisor gives to an employee as a means of rectifying some incident of inappropriate conduct or behavior. A Department Head/supervisor may issue an oral reprimand without prior notice to the Human Resource Director and/or Business Administrator's office.

The Department Head/supervisor must make a written reference of the reprimand establishing the employee's name, date and time of the oral reprimand, and the general issue giving rise to the reprimand. This written reference must be forwarded to the Human Resource Director and will be included in the employee's personnel file.

Oral reprimands cannot be used to warrant more severe discipline.

2. Written Reprimand

A written reprimand may be served on an employee by a Department Head/supervisor, provided they receive prior verbal approval from either the Human Resource Director and/or Business Administrator that expressly articulated the employee's activity, behavior, or conduct was improper or inappropriate for the work place, that performances standards have not been met, and/or that the continued violation of work place rules, procedures or policies may result in more severe discipline, up to and including discharge.

3. Minor Discipline

Minor discipline is defined as a suspension or fine of five (5) days or less or repetitive "formal written reprimands." The grounds for minor discipline are the same as those for major discipline.

4. Major Discipline

Major discipline is defined as

- a. suspension or fine or more than five (5) days;
- b. demotion;
- c. where an employee receives more than three (3) suspensions or fines of five working days or less in a calendar year.
- d. Any employee facing a major disciplinary action may be suspended with or without pay pending a requested hearing on the merits. An employee may be suspended immediately and prior to a hearing where it is determined that the employee is
 1. unfit for duty, or
 2. is a hazard to any person if permitted to remain on the job, or
 3. that an immediate suspension is necessary to maintain safety, health, order, or effective direction of public services, or
 4. is formally charged with a crime of the first, second, or third-degree, or a crime of the fourth degree on the job or directly related to the job

- e. Where suspension is immediate and is without pay, as shown above, the employee must (1) be apprised either orally, or in writing of why an immediate suspension is sought, (2) the charges and general evidence in support of the charges, and (3) provided with sufficient opportunity to review the charges and the evidence in order to respond to the charges before a representative of the Borough. (a.k.a. Loudermill Hearing). The response may be oral or in writing, at the discretion of the Borough.

5. Termination

Termination is the most severe form of major discipline. Termination for cause may occur when in the sole opinion of the Borough, the employee's activity, behavior, or conduct was so egregious that continued employment by the Borough may lead to serious repercussions for the Borough, residents, and other employees, and/or demonstrate an extreme indifference to the purpose, operations, and efficiency of the Borough.

B. Grounds for Disciplinary Action:

Many types of conduct may be grounds for disciplinary action, up to and including termination. They include, but are not limited to, the following:

1. Incompetency, inefficiency, or failure to perform duties;
2. Insubordination or the refusal by an employee to follow management's instructions concerning job-related matters even if delivered by the Supervisor through another employee;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee, including disorderly or immoral conduct;
7. Fighting or creating a disturbance among fellow employees
8. Neglect of duty;
9. Misuse of public property, including motor vehicles;
10. Sleeping on duty
11. Conviction of a crime;
12. False statements, misrepresentation, or fraud in application form, interviews, investigations, or any other matter concerning employment
13. Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked; provided that any regular member or officer of the police department who shall be absent from duty without just cause for a period of five days.
14. Repeated violations of Borough policies and procedures or rules and regulations;
15. Falsification, misuse, or misappropriation of public records, including personnel records;
16. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1.1), including sexual harassment;
17. Violation of State and Municipal regulations concerning drug and alcohol use by all employees and testing of employees who perform functions related to the

operation of commercial motor vehicles, and State and local policies issued thereunder; and

18. Other sufficient cause.

C. Disciplinary Procedure

It is the intent of the Borough to bifurcate the disciplinary process. Therefore, the preliminary complaint of any violation/infracton shall be processed through the Human Resource Director, who will, in consultation with the Assistant Business Administrator, will review all facts, documents, and other evidentiary materials and determine whether a request needs to be made of the Borough Administrator to conduct an independent internal investigation.

Upon reaching a conclusion based upon the above, the Human Resource Director, in consultation and coordination with the Assistant Business Administrator, will provide the Business Administrator, the name of the employee, the sustained infractions/violations, and the recommended penalty.

The Business Administrator, as the designee of the Mayor, will only be provided enough factual information as necessary to support the recommendation. The Business Administrator, as the designee of the Mayor, will either approve, deny, or revise the recommended penalty but will not disturb the underlying charges.

While the Business Administrator may be present at a meeting whereby the employee is presented the notice of disciplinary action, the Business Administrator will only entertain a cursory discussion of the facts in the case. The Business Administrator, as the designee of the Mayor, will consider further recommendations from the Human Resource Director to modify the penalty.

Once the employee is served and has determined to appeal the disciplinary action, the Business Administrator, as the designee of the Mayor, may serve as the trier of fact in such appeal as established below. The Business Administrator, as the designee of the Mayor, maintains the sole discretion to determine whether to engage the services of an independent trier of fact.

D. Disciplinary Appeals

Discipline, whether major or minor, "is governed by principles of notice, due process and fundamental fairness." Thus, before imposing final discipline, the Borough shall provide the employee notice of the charges against them and the opportunity for a hearing on the charges where they can present evidence and testimony and argue that (1) they did not commit the violation/infracton, (2) there are mitigating factors that contributed to the violation and should be considered, and/or (3) the level of discipline is too harsh.

1. Preliminary Charges And Appeal – All Discipline

a. When an employee is presented with the preliminary notice of charges and specifications, the employee will have the option to accept the charges and penalty or request to be heard on the matter.

[Note: Nothing shall prohibit the employee from attempting to negotiate a

reduced penalty]

- b. Should the employee wish to be heard on the matter, they shall provide written notice of their intent to the Business Administrator within five (5) business days of receipt of the final charges and specifications.

2. **Minor Discipline**

- a. If the Business Administrator determines that the minor disciplinary matter will be heard internally, an informal hearing shall be held within thirty (30) days of the request for appeal. Once heard, the Business Administrator will make a final determination within ten (10) days of the hearing.
- b. If the Business Administrator determines the matter will be heard by an independent hearing officer, the date/schedule for a hearing will be at the determination of the Hearing Officer, the parties, and their advocates. Every effort will be made to hold the hearing within sixty (60) days of the notice of appeal.
- c. Once the Business Administrator or Hearing Officer have reached their decision, the employee's appeal process for minor discipline shall be through either;
 - 1. The employee's collective negotiations' agreement, if applicable, or
 - 2. The Superior Court by way of an action in lieu of prerogative writ. An appeal filed with the Superior Court must be filed within 45 days of receipt of the final notice of disciplinary action.

3. **Major Discipline**

- a. It shall be the policy of the Borough that the Business Administrator, as a designee of the Mayor, may only hear major disciplinary matters in which the penalty is less than thirty (30) days. In those circumstances, the provisions set forth in Section (B) shall apply.
- b. In major disciplinary matters in which the penalty is thirty (30) days or greater, including demotion or termination, the Business Administrator shall designate an independent hearing officer to hear the matter. The Hearing Officer and the parties will make every effort to hear the matter within ninety (90) days of the notice of appeal.
- c. In these matters, the independent hearing officer shall be in control of the discovery period, mediation sessions, and the date/schedule of the hearing.
- d. Once the Hearing Officer has reached their decision, the employee's appeal process for major discipline shall be through either;

1. The employee's collective negotiations' agreement, if applicable, or
 2. the Superior Court by way of an action in lieu of prerogative writ. An appeal filed with the Superior Court must be filed within 45 days of receipt of the final notice of disciplinary action.
- e. Failure to request an Administrative Hearing.
In the event that an employee does not file a written request for an appeal to the Business Administrator in accordance with the provisions of this Policy, then the employee acknowledges and agrees that they shall have been deemed to have waived their right to appeal the imposed discipline and the charges and specifications.

4. **Other Disciplinary Actions**

- a. **Oral and Written Reprimands**
Oral and Written reprimands shall not be the subject of an appeal unless the repetitive nature of the written reprimands would cause the discipline to rise to a higher disciplinary level.
- b. **Performance Improvement Plan**
Performance Action Plans (PIP) are intended to help under-performing worker address deficiencies in their job performance. The placement of an employee on a PIP does not constitute discipline and is not subject to appeal.
- c. **Last Chance Agreements**
Last Chance Agreements (LCA) are not subject to appeal as they are entered into the agreement voluntarily by the employee. By virtue of the terms of the Last Chance Agreement, the employee cannot appeal the imposition of any penalty outlined in the LCA, except as determined by the applicable laws of the State of New Jersey.
- d. **Probationary Employees**
Probationary or temporary employees may be removed from employment at the discretion of the Borough without the right of appeal, except as determined by the applicable laws of the State of New Jersey.
- e. **Department Heads**
Disciplinary action against Department Heads and tenured officials shall be without the right of appeal, except as determined by the applicable laws of the State of New Jersey.

FULL TIME EMPLOYEES - SALARIES FOR DURATION OF AGREEMENT

		2023		2024		2025		2026
DEAN	\$	27.34	\$	28.02	\$	28.79	\$	29.65
BERGLUND	\$	25.80	\$	26.44	\$	27.17	\$	27.98
COOPER	\$	24.39	\$	25.00	\$	25.69	\$	26.46
SCHLECHTWEG	\$	23.06	\$	23.64	\$	24.29	\$	25.02
GUISCHARD	\$	22.19	\$	22.74	\$	23.36	\$	24.07
ROMANTINO	\$	21.42	\$	21.96	\$	22.56	\$	23.24