BOROUGH OF ATLANTIC HIGHLANDS
&
ATLANTIC HIGHLANDS MUNICIPAL SUPERVISORS ASSOCIATION (MSA)

COLLECTIVE BARGAINING AGREEMENT

January 1, 2016 to December 31, 2020

Prepared on behalf of the Borough by:
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THIS AGREEMENT made and entered into as of this 18th day of November 2016 between the BOROUGH OF ATLANTIC HIGHLANDS (hereafter referred to as the "BOROUGH") and ATLANTIC HIGHLANDS MUNICIPAL SUPERVISORS ASSOCIATION (hereafter referred to as the "ASSOCIATION").

The effective date of this Agreement is January 1, 2016. The Borough and the Association agree as follows:

ARTICLE 1. Recognition

The Borough recognizes the Association as the sole and exclusive bargaining agent for all Supervisory employees employed by the Borough in the Street, Fleet Maintenance, Water and Sewer, Harbor, and Sanitation Departments including the Assistant Supervisor for the Harbor but excluding all office clerical, non-supervisory employees, confidential, and managerial executives.

ARTICLE 2. Supervisors Covered by Agreement

Section 1. The Borough agrees to forward to the Association the full name and address for all new supervisors.

Section 2. The Borough agrees to deduct the monthly dues from the pay of those supervisors who individually authorize in writing that such deductions be made. The amounts to be deducted shall be certified to the Borough by the Association and the deductions of the supervisors shall be remitted together with an itemized statement to the association on an agreed upon day of each month after such deductions are made.

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Section 3. If a supervisor does not become a member of the Association, said supervisor will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the supervisors' per capita cost of services, but shall not include costs associated with partisan political activities, or causes only incidentally related to terms and conditions of employment, and all benefits available only to members of the Association. In no event shall such fee exceed 85% of the regular membership dues, fees and assessments. The Association shall establish and maintain a demand and return system in accordance with the law.

Section 4. Payment of the representation fee is lieu of dues shall be made to the Association for any non-member within the bargaining unit during all periods when the collective bargaining agreement is in effect and during all times between agreements, should an agreement expire before another is fully agreed to. However, in no case shall payment for an employee be made sooner than the 30th day following the first day of employment in a position included in the bargaining unit.

Section 5. The Association agrees to save the Borough harmless for all deductions made in accordance with this Agreement.

ARTICLE 3. Grievance Procedure

Section 1. A "grievance" shall be any claim or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

Section 2. A grievance to be considered in this procedure must be initiated by the employee within ten (10) working days from the time the cause for the grievance occurred.

Section 3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

Section 4. Procedure

Step 1. The grievance, when it first arises, shall be taken up orally between the employee, the Association steward, and the Borough Administrator or an individual designated by the Borough. A written answer to the grievance shall be given within fifteen (15) working days.

Step 2. If no settlement is reached at Step 1, the grievance form shall be submitted to a standing grievance committee of the Borough Council which shall consist of three council members, within five (5) working days of receipt of the answer at Step 1. The grievance committee shall meet with the aggrieved party and the Association President, or his designee, within fourteen (14) calendar days of the committee's receipt of the grievance appeal. The grievance committee shall notify the Association, in writing, of the Borough's disposition of the grievance within fourteen (14) calendar days after the hearing of the aggrieved supervisor's appeal.

Step 3. If no settlement is reached at Step 2, the grievance shall be submitted to arbitration pursuant to the rules of the New Jersey Public Employment Relations Commission. The cost of the arbitration shall be shared equally by the parties. The arbitrator shall not amend, modify or annul any provision of this Agreement. Arbitration shall be limited to those issues or disputes which arise as a result of an alleged breach of contract.

ARTICLE 4. Seniority

Section 1. The Borough shall establish and maintain a list of supervisors with dates of employment from the last hire date.

Section 2. All new supervisors shall be considered probationary for a period of ninety (90) days from the date of hire. During the probationary period, the Borough may terminate a probationary employee for any reason. A Supervisor terminated during the probationary period shall not have recourse to the grievance procedure.

ARTICLE 5. Layoff and Recall

Section 1. In the event of layoff, the supervisor with the least amount of seniority will be the first laid off. Should a supervisor within the Borough have his position eliminated, and that supervisor has more seniority in the Borough than another employee in the unit, the supervisor whose position has been eliminated will have the right to bump the less senior employee and take the less senior employee's position, provided that the more senior employee is qualified to work at the less senior employee's position. The Borough Administrator shall make the sole determination as to whether an employee is qualified to work in a position. Said determination shall not be made in an arbitrary or capricious manner. A supervisor who bumps another employee shall not receive a reduction in pay.

Section 2. Any supervisor laid off shall be placed on a recall list. Supervisors shall be recalled in order of seniority. Notice of recall to a supervisor who has been laid off shall be made by registered mail to the last known address of such supervisor. The Borough shall also notify the President of the Association of the recall as soon as a

decision to recall has been made. The supervisor must notify the Borough within one week of receipt of a notice of recall of his intent to return to work, and must actually return to work within twenty-one (21) days from the date of the notice of recall. Should a supervisor fail to acknowledge receipt of a notice of recall, or accept a position within the prescribed limits, he shall forfeit all recall rights. The Borough and the recalled supervisor may extend time limits by mutual agreement. Recalled employees shall receive their previous rate of pay, or the amount being paid for the position for which he is recalled whichever is higher.

Section 3. Recalled supervisors shall continue seniority as if they had never been laid off. No supervisor shall accrue further sick leave or longevity during the period of his layoff. However, upon recall, he shall retain all sick leave and longevity that he had previously accrued at the time of his layoff.

Section 4. Notice of layoffs shall be given at least thirty (30) days before the scheduled layoffs. The Borough shall agree to meet with the Association in order to discuss its decision to implement a layoff.

Section 5. Under no circumstances shall the Borough hire employees from the open market while employees on the recall list who are qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. Exceptions to this provision are individuals who are part of the J.T.P.A. or Community Service Program, or part-time or seasonal-recreational hires. In the case of part-time or seasonal-recreational hires, laid off employees shall have the right of first refusal in order of seniority to accept such a position at the rate of pay being offered by the Borough. Neither acceptance nor refusal to accept such a position will waive the employees' rights to be recalled for a full-time position.

ARTICLE 6. Work Week and Overtime

Section 1.

Sanitation – The normal work week shall be Monday through Saturday.

Streets – The normal work week shall be Monday through Friday, 7:30 a.m. to 4:30 p.m., with one hour for lunch.

Water & Sewer – The department operates on a seven (7) day basis. Coverage is provided as required by the Borough.

Harbor – The department operates on a seven (7) day basis. Coverage is provided as required by the Borough.

Section 2. Overtime at the rate of time and one-half shall be paid for hours worked in excess of eight (8) hours per day, or forty (40) hours per week. In the event that a supervisor is called out to work other than his normal work hours, he shall be paid overtime at the rate of time and one-half for hours worked, but in no case shall he be paid for less than two (2) hours.

Section 3. An employee may elect compensatory time off at the premium rate in lieu of paid overtime on notice to the Supervisor and subject to available manpower. All employees shall be permitted to carry over a maximum of one-hundred and twenty five (125) hours of compensatory time but only fifty (50) hours of compensatory time will be paid upon retirement.

Any compensatory time earned in excess of the one-hundred and twenty five (125) hour carry over maximum shall be cleared by consumption or by payment by the Borough to the employee on December 31 of each year.

ARTICLE 7. Management Rights.

A. The Association recognizes that the Borough may not, by agreement, delegate authority and responsibility which, by law, are imposed upon and lodged with the Borough.

B. The Borough reserves to itself sole jurisdiction and authority over matters of policy and retains the right in accordance with the laws of the State of New Jersey to do the following:

1. To direct employees of the Borough;

2. To hire, assign, promote, transfer and retain employees covered by this agreement, or to demote, terminate, or take disciplinary action against employees;

3. To make work assignments, work and shift schedules, including overtime assignments;

4. To relieve employees from duties because of lack of work or other business reasons;

5. To maintain the efficiency of Borough operations; and

6. To determine the methods, means and criteria by which such operations are to be conducted.

C. All of the rights, power and authority possessed by the Borough prior to the signing of this Agreement are retained exclusively by the Borough, subject only to such limitations as are specifically provided in this agreement.

D. The Borough may take disciplinary action against an employee in the following manner: oral reprimand, for which a written notation is made in the

employee's file; written reprimand; suspension without pay for up to five (5) days; or termination.

1. Employees will not be allowed to grieve an oral reprimand for which a written notation is made in the employee's personnel file, however the employee will be informed that such a notation is being made and may, within thirty (30) days provide the Borough with a written rebuttal which must be included in the employee's personnel file.

2. The Borough may issue a written reprimand if: (a) there already exists a notation of an oral reprimand in the employee's personnel file for the same or similar infractions; (b) there already exists two written notations of an oral reprimand in the employee's personnel file regardless of the infraction; or (c) the infraction is considered to be serious enough to warrant a written reprimand without a prior oral reprimand.

3. Written reprimands may be grieved up to Step 3 of the grievance procedure. However, they will not be arbitrable.

4. The Borough may suspend an employee for up to five (5) days without pay if: (a) the employee has a written reprimand in his personnel file for the same or a similar infraction; (b) the employee has two written reprimands in his personnel file for any infraction; or (c) the infraction is of such a serious nature that it warrants a suspension without pay without a prior written reprimand.

5. When suspending an employee, the Borough Administrator shall give written notice to the employee of the basis for the suspension. Suspensions shall be fully grievable and are arbitrable. If a suspension is based on the fact that an employee

has had prior written reprimands, the merits of the written reprimands may be raised by the Association in any arbitration of the suspension.

6. The Borough may terminate an employee if: (a) there is a record in the employee's personnel file of a previous suspension for the same or similar infraction; (b) there is a record in the employee's personnel file of two suspensions for any infractions; or (c) the infraction is of such a serious nature that it warrants immediate termination. Such infractions shall include, but shall not be limited to, theft, physical violence, or intentional and malicious destruction of property.

7. Termination shall be fully grievable and arbitrable. Any employee who is transferred into a lower position or classification, either voluntarily or involuntarily by disciplinary action, shall have his/her salary level reduced to that of the lower position/classification. Any such involuntary action shall be fully grievable and arbitrable.

8. Written notifications of oral reprimands, along with any rebuttals shall be removed from the employee's personnel file and shall not be used as a basis for giving a written reprimand after one year from the date of the incident involved.

9. Written reprimands and notations of suspensions shall be removed from an employee's personnel file and shall not be used as a basis for a suspension or termination after three (3) years from the date of the incident involved.

ARTICLE 8. Association Rights

A. Representatives of the Association shall be permitted to transact official Association business on Borough property at all reasonable times, provided that this shall not interfere with or interrupt normal Borough operations.

B. In accordance with the basic practice, the Borough shall allow the President of the Association, or his designated representative, such time as is necessary for him to conduct his responsibilities to the Association with no loss of pay. These duties specifically included, but are not limited to, participation in negotiations, participation in any type of litigation involving the Association, including arbitrations, unfair practice charges, unit clarification proceedings or scope of negotiation proceedings, and conferring with employees and management on specific grievances in accordance with the grievance procedures set forth herein.

C. The Association shall have the right to conduct official meetings at reasonable times on municipal premises, provided 24 hour notice is first given to the Borough, by giving such notice to the Borough Administrator. The Borough Administrator shall have approval over the place to be chosen for any meeting. Meetings shall not interfere with the ordinary conduct of Borough operations.

D. An employee shall have a right to review his personnel file upon request. The Borough Administrator, or his designee, shall arrange with each employee who so requests, to review his personnel file at a mutually convenient time.

ARTICLE 9. Holidays

A. The following holidays, with pay, shall be observed by the Borough:

1.	New Years Day	2.	Martin Luther King Day
3.	President's Birthday	4.	Good Friday
5.	Memorial Day	6.	Independence Day
7.	Labor Day	8.	Veterans Day
9.	Columbus Day	10.	Thanksgiving Day
11.	Friday after Thanksgiving Day	12.	Christmas Day.

If a holiday falls on a Sunday, it shall be observed on the following Monday and if a holiday falls on a Saturday, it shall be observed on the preceding Friday.

B. Employees who may be required to work on a recognized holiday will be paid at the rate of time and one half, plus regular rate of pay.

C. When a holiday occurs during an employee's vacation, that day will not be charged to his vacation time. If a holiday occurs while an employee is on sick leave, the holiday shall not be charged to his sick leave credits.

D. Employees will receive four (4) personal days per year. However, during an employee's first calendar year of employment ending December 31, his/her personal leave shall be earned at the rate of one (1) day per quarter (1/4) for the remainder of that calendar year. The four (4) quarters of a year shall consist of the following: (1) first quarter: January 1 to March 31; (2) second quarter: April 1 to June 30; (3) third quarter: July 1 to June 30; and (4) fourth quarter: October 1 to December 31. Therefore, an employee hired by the Borough on April 1 and employed through December 31, shall earn one (1) personal day for each of the remaining three (3) quarter for that year for a total of three (3) personal days. However, said employee shall receive four (4) personal days as of January 1 of the succeeding year. An employee shall be permitted to take a personal day at his discretion upon approval of the Borough Administrator. The Borough Administrator's approval shall not be unreasonably withheld. The employee will make every effort to give notice to the Borough Administrator at least forty-eight (48) hours prior to taking a personal day. Each employee shall have the option to be paid for up to four (4) unused personal days or option to have unused personal days converted to sick leave at the end of the calendar year.

ARTICLE 10. Vacation.

A. Supervisors shall receive vacation as follows:

Years of Service	Number of Working Days
Hire to end of 1st year.	5/6 days paid for each month
Second year through end of fourth year	10 days
Fifth year through end of ninth year	15 days
Tenth year through end of fifteenth year	20 days
Sixteenth year on	20 days plus 1 day for each additional year of service over 16

Vacation for all employees hired after May 13, 1997 shall be as follows:

Years of Service	Number of Working Days
Completion of 6 months	5 days
7th month to end of first year	5 days
Second year through end of ninth year	10 days
Tenth year through end of fifteenth year	15 days
Sixteenth year through end of twenty-fifth year	20 days
Twenty-sixth year on	1 day more per year capped at 25 days

B. For any employee hired after January 1, 1993, the number of vacation days that they shall be eligible to receive shall be capped at 25 days.

C. Vacation time may not be accumulated for a period past the vacation calendar year without the written consent of the Borough Administrator.

D. All vacation schedules shall be submitted to the Borough Administrator for approval on a monthly basis. Requests for vacation leave of five (5) consecutive days or less shall be submitted not less than two (2) weeks prior to the commencement of the vacation requested. Request for vacation leave of more than five (5) consecutive days shall be submitted not less than thirty (30) days prior to the commencement of the vacation requested. Vacations shall be scheduled so as to permit efficient use of manpower in order to maintain adequate coverage during the vacation period.

E. An employee that separates employment with 1 to 15 years of service shall receive prorated compensation for unused vacation time. An employee that retires from employment after 15 years of continuous service with the Borough, and receives a PERS Pension and is at least 60 years of age shall be entitled to receive 100% compensation for unused vacation time.

F. Vacation for harbor employees shall be restricted during the months of April, May, June 1 through 15, October and November 1 through 15. There will be no automatic carry over but vacation requests will be evaluated on a case by case basis keeping in mind harbor operation first and foremost. The Harbor Manager and / or the Borough Administrator will evaluate staffing needs and if appropriate authorize time off during the block out periods. If staffing levels are inadequate then vacation time will be denied. No reasonable request will be denied.

G. Anyone with thirty (30) or more vacation days will be capped with the days they have as of December 31, 1997. Otherwise, the cap shall be thirty (30) days.

H. Effective January 1, 2008, all vacation time shall be credited to the employees accumulated time bank on January 1st of each succeeding year. Time must be used in calendar year.

ARTICLE 11. Leaves – Sick Time

Section 1.

A. "Sick leave" shall mean paid leave that may be granted to a supervisor who, through sickness or injury, becomes incapacitated to a point that makes it impossible for him to perform the duties of the position or an employee who is confined by a physician for strong medical reasons. A supervisor may also take sick leave if a member of his immediate family becomes incapacitated to a point that makes it necessary for the employee to care for the individual.

B. A doctor's authorization for the absence and release to duty shall be submitted to the Borough when the employee returns to work.

C. Supervisors shall receive sick leave credits of fourteen (14) working days for each year, prorated over the course of the year at the rate of 1 1/6 working days for each month of service. New hires (hired after May 13, 1997) shall receive ten (10) sick days per year for the first three (3) years of employment with the Borough. Supervisors shall be able to accumulate up to eight (8) sick leave days from year to year. Should the supervisor accumulate more than eight (8) days during any year, he shall receive payment for those days. If a supervisor has accumulated 120 days or more, he shall have the option of converting up to six (6) accumulated days per year into paid days regardless of whether he has accumulated eight (8) days that year. The number of accumulated sick days for which an employee may receive pay shall be capped at 120 days over an employee's lifetime.

D. Effective January 1, 2008, all sick time shall be credited to the employees accumulated time bank on January 1st of each succeeding year.

E. After three consecutive days of sick leave the Borough may require a report from the attending physician or an examination by a physician designated by the Borough.

F. Refusal of an employee to comply with the instructions of his physician or failure to cooperate with the designated physician may cause rejection of a sick leave claim and disciplinary action.

G. All sick leave claims shall be approved and certified to the Borough Administrator.

H. A supervisor leaving employment with twenty-five (25) years of service, or who is 60 years old or older, and has ten years of service shall be granted a separation payment equal to one-half of the cash value of his accumulated sick leave not to exceed sixty (60) days pay. For example, an employee with 140 days accumulated sick leave would receive sixty (60) days pay. A supervisor who is separated from employment for medical reasons and has accumulated but not used sick leave shall receive one-half the cash value of his accumulated sick leave, not to exceed sixty (60) days. In any case in which an employee is entitled to separation pay, he has the option of staying on the payroll and receiving benefits for an equivalent number of days, in lieu of accepting a lump sum payment for the days due him.

I. The Association may implement a sick leave pool through which employees can transfer accumulate sick days to employees whose accumulation has been exhausted. The details and administration of the pool shall be the responsibility of the Association. The Association shall hold the Borough harmless in connection with the implementation and administration of the pool, but shall provide a copy of same to the Borough.

Section 2. Bereavements

Employees are entitled to four (4) consecutive calendar days leave of absence for each death of an employee's immediate family so they may attend funeral services and/or attend to family matters resulting from the death. "Immediate family" includes spouse or significant other, civil union partner, mother, father, brother, sister, son, daughter, grandmother, grandfather, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandchildren or a relative living with the employee. Employees are paid for all working days during the Bereavement Leave.

Section 3. Jury Duty

An employee who is called for jury duty shall receive pay during the period of jury service equal to his regular salary, less the remuneration for jury service allowance. A statement of jury earnings and time served must be supplied by the employee to the Borough.

ARTICLE 12. Pension & Welfare Benefits

Section 1. All supervisors enrolled in the Public Employee Retirement System ("PERS") are subject to payroll deductions and Borough contributions on behalf of employees are made in accordance with the regulations promulgated by PERS.

Section 2.

A. The Employer will provide health insurance coverage as set forth in the Plan Booklet of the Central Jersey Health Insurance Fund, or the substantial equivalent, for the member and his family. Commencing January 1, 2012, all employees (and their spouse/dependents) shall be enrolled in the Point of Service Plan (POS). (See attached clarification letter by Administrator). The employee (and spouse/dependant) shall be

responsible for a $15 co-payment for every doctor visit and every drug prescription. New hires, after the date of ratification, shall receive employee-only health benefits for the first year of employment.

B. For all employees covered by this agreement and hired after January 1, 2016, the health insurance coverage provided to the employee (and spouse/dependents after 60+ days) by the Employer shall be the PPO Option 3. The level of benefits for such employees hired after January 1, 2016 shall be as set forth in the attached Exhibit (or the substantial equivalent).

C. The Borough will provide a Dental Plan for the member and his family; effective May 1, 2003, this Dental Plan will include an orthodontics benefit for dependent children only as detailed hereafter. (See attached Addendum "A" to Article 12, page 26).

D. Effective May 1, 2003, the Borough will provide a vision benefit as detailed hereafter. (See Addendum "A" to Article 12, page 27).

E. Any employee may, upon providing at least thirty (30) days notice (before the first of any month), and proof of adequate coverage from another source, voluntarily opt-out of the Borough health coverage and or prescription plan. Employees opting out will receive a lump sum annual payment as follows: The payment (or prorated payment for a portion of the year) shall be made within fourteen (14) days of the end of the opt-out calendar year. Employees can opt back into the Borough health coverage or prescription plan upon thirty (30) days notice (before the 1st of any month) and proof of the loss or cessation of the alternate coverage. Said lump sum annual payment shall be as follows:

Medical Plan - $2,500.00
Prescription Plan - $ 500.00

Section 3. All employees receiving health benefits will contribute to the cost of health benefits in accord and compliance with Chapter 78 Laws of 2011 (2011 Pension and Health Benefit Reform Act) as shall be amended and supplemented. Employee contributions to the cost of health benefits shall be by payroll deduction in accord with said law.

Section 4. A supervisor temporarily disabled in the line of duty shall receive his regular salary during the first three months of such disability and within the first three months from the date of the incident which caused said disability. Any temporary insurance compensation received for this three month period shall be offset against the supervisor's regular salary. After this three month period, any further absence will be charged first to his accumulated sick leave and then to vacation credits. Thereafter no benefits shall accrue or be paid.

Section 5. All supervisors are eligible to apply for reimbursement of educational expenses beginning with the second year of employment. Expenses for which reimbursement may be claimed are tuition, registration fees and books and lab material. Applicants must outline the benefits that will accrue to the Borough as a result of completion of the course and application to take courses must be filled out and submitted to the Borough Administrator.

Section 6. A supervisor who is ill or temporarily disabled outside the line of duty shall be eligible to receive disability benefits under a private disability plan, the premiums for which are fully paid for by the Borough. The disability benefit payments shall begin after ninety (90) continuous days of illness or temporary disability.

Section 7. The Borough will at no cost to the employee provide a dental plan for the employee and his family.

ARTICLE 13. Clothing & Maintenance Allowance

The Borough shall provide a first set of work boots, rain gear and cold weather gear to newly hired employees after their 90 day probation period is complete. Gloves and safety vests will continue to be the responsibility of the Borough. Any new mandatory changes to safety gear will have to be negotiated.

Effective January 1, 2012, clothing and maintenance allowance shall be discontinued.

Employees shall be responsible for purchasing their uniforms and for cleaning and maintaining their uniforms and any outerwear clothing and boots provided by the Borough.

All employees shall wear some type of outerwear with the Borough logo affixed to the outerwear i.e. t-shirt, shirt, jacket when on duty. The uniform shall include a Dickie work shirt or equivalent, t-shirt in the Spring/Summer/Fall, dark blue pants or blue jeans or the equivalent in shorts for summer wear and shall be clean and presentable. In addition, those employees assigned to the Harbor shall be permitted to wear the uniform as designated by the Harbor Commission but consistent with this article.

Lost or damaged property - Whenever an employee suffers an unforeseen loss/damage arising from their work performance to their private property i.e. eyeglasses, contact lenses, wedding ring, denture/dental work not covered by insurance plan, religious chains or medals, they shall be reimbursed for the cost of the damaged property not covered by an insurance claim of up to $500.00. The employer shall be entitled to have the employee complete all appropriate forms and submit acceptable proof of loss for reimbursement.

Supervisors shall be responsible for cleaning and maintaining their uniforms.

ARTICLE 14. Classifications & Minimum Salaries

Supervisors shall be placed in the following job classifications with the following minimum salaries. Regardless of the minimum salary listed below, a supervisor shall receive a minimum jump in salary if he is raised to a higher classification.

Classification	Minimum Salary	Minimum Jump
Mechanic	$30,000.00	$2,000.00
Assistant Supervisor	$40,000.00	$3,000.00
Supervisor	$46,000.00	$3,000.00

ARTICLE 15. Post & Bid Procedures

Section 1. It is the intention of the Borough to fill job vacancies from within before hiring new employees.

Section 2. The Borough shall post all vacancies for permanent positions. The Borough shall post all vacancies for permanent positions. The Borough shall prepare a notice stating the name of the job classification, the location of the assignment and requirements. In addition, the statement shall invite bids. This notice shall be posted on all bulletin boards for five (5) working days. In addition, the Borough agrees to publish a notice for bid to each employee, even when absent.

Section 3. The vacancy shall be awarded to the most senior qualified employee who submits a bid, unless the employee is ineligible as provided hereafter. A new employee must have worked six (6) months before being eligible to submit such a bid.

Section 4. A successful bidder will be granted a trial period of ninety (90) working days on the new assignment. During this trial period the successful bidder will be compensated at the rate of pay of the new classification. The Association and the employee will be kept advised of the bidder's progress in learning of the new assignment and be given every reasonable assistance to successfully meet the requirements of the job. If the bidder does not wish to stay in the lateral/upgrade position, the bidder may return to his previous position within twenty (20) days of the new appointment. If the bidder fails to successfully meet the requirements of the job within the ninety (90) day working trial period, or expresses his desire to return to his previous position within twenty (20) days of the new appointment such person shall assume seniority and pay as though such old classification had never been left.

Section 5. Once an employee successfully bids for a new job, he will be restricted from bidding for one year after the date of the last move, unless the posting is for a higher rated job.

ARTICLE 16. Wage Rates

A. Assistant Supervisors. All Assistant Supervisors shall receive the following wage increases:

January 1, 2016:	2.0%
January 1, 2017:	2.0%
January 1, 2018:	2.0%
January 1, 2019:	2.0%
January 1, 2020:	2.0%

Supervisors. All Supervisors shall receive the following wage increases:

January 1, 2016:	2.0%
January 1, 2017:	2.0%
January 1, 2018:	2.0%
January 1, 2019:	2.0%
January 1, 2020:	2.0%

B. Each full-time supervisor shall be entitled to and receive in addition to his salary stated above a longevity bonus in the year 2011 for each completed five (5) year increment of continuous full-time employment prorated for that period from the anniversary date to the end of the calendar year as recognition for his service and his increased value to the Borough. Said bonus shall be as follows:

Years of Service	2011
Five years	$1,400
Ten years	1,600
Fifteen years	1,800
Twenty years	2,100
Twenty-five years	2,300
Thirty years	2,500
Thirty-five years	2,700
Forty years	2,900

C. Effective January 1, 2012, each employee currently covered by this agreement shall receive a $2,000 lump sum increase to their base pay rate in addition to the 2.0% wage increase referred to in paragraph A. This payment is in lieu of and in replacement for any longevity pay, clothing and maintenance allowance. Longevity, clothing pay and maintenance allowance have been deleted and cease as of January 1, 2012, Such payment shall be included in and considered part of the employees base salary for purposes of computing taxes, payments to any retirement system and for final rate of pay retirement certifications and shall be made in the same manner as prescribed by the Mayor and Council for the payment of regular salaries.

D. Any supervisor who is requested to be on stand-by shall receive $45.00 per day for standby. When a supervisor is on stand-by and is called out to work, he shall receive pay at the rate of time and one-half for hours worked on call out, but in no case shall be paid for less than two hours. This is in addition to the stand-by pay.

ARTICLE 17. Coffee Breaks

Supervisors shall be granted no more than a 15 minute break in the morning and no more than a 15 minute break in the afternoon. The break period shall be designated by the Borough.

ARTICLE 18. Separability Clause

In the event any provision of this agreement shall be or become invalid or unenforceable by reason of any federal or state law, regulation or order now existing of hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the agreement.

ARTICLE 19. Term of Agreement

This Agreement shall become effective on January 1, 2016 and shall terminate on December 31, 2020. All provisions contained herein shall be retroactive to the effective date of this Agreement unless otherwise stated herein. This contract shall remain in effect until a new contract is negotiated.

IN WITNESS WHEREOF the parties have hereunto affixed their signatures this18th day of November, 2016.

BOROUGH OF ATLANTIC HIGHLANDS

Attested by: _____
Dwayne M. Harris
Municipal Clerk

By: _____
Rhonda C. LeGrice
Mayor

ATLANTIC HIGHLANDS MUNICIPAL SUPERVISORS ASSOCIATION

Attested by: _____

By: _____
James Osborn
President

ADDENDUM "A"
ARTICLE 12 – SECTION 2 – MEDICAL, HOSPITAL AND DENTALINSURANCE PLAN

Paragraph B – Orthodontics Benefit (Added to Basic Dental Plan)

A) Eligibility – Dependent children up to age 23

B) Lifetime Cap - $2,000.00 (per child)

C) Amounts Payable – 70% Orthodontic, 50% Prosthodontic

D) Deductible – Nil

Paragraph C – Vision Benefits

A) Examinations

• Frequency		Once every 24 months
• Benefit	-	$30.00

B) Lenses

• Frequency		Once every 24 months
• Single Lens Benefit	-	$60.00
• Bi-Focal Lens Benefit	-	$69.00
• Tri-Focal Lens Benefit	-	$75.00
• Lenticular Lens Benefit	-	$96.00
• Contacts (medically necessary)	-	$180.00

C) Frames

• Frequency	-	Once every 24 months
• Benefit	-	$60.00

ADDENDUM "B"
1/1/2016

Borough of Atlantic Highlands

BOROUGH OF ATLANTIC HIGHLANDS

	Current - QualCare POS Plan		AETNA Network of Providers PPO Option I		AETNA Network of Providers PPO Option 2		AETNA Network of Providers PPO Option 3	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
[redacted]	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
[redacted]								
Individual	None	$100	None	$1,500	None	$1,000	None	$1,500
Family	None	$250	None	$3,000	None	$2,000	None	$3,000
After deductible, plan pays	100%	70%	100%	60%	100%	60%	100%	60%
[redacted]								
Individual	$400	$600	$4,000	$5,000	$800	$1,200	$1,200	$1,800
Family	$1,000	$1,500	$8,000	$10,000	$2,000	$3,000	$3,000	$4,500
[redacted]	Not Required	Not Applicable	Not Required	N/A	Not Required	N/A	Not Required	N/A
[redacted]								
Routine Adult Physical Exams/Immunizations	$0 copay	not covered	$0 copay	N/A	$0 copay	N/A	$0 copay	N/A
Routine Well Child Exams/Immunizations	$0 copay	not covered	$0 copay	N/A	$0 copay	N/A	$0 copay	N/A
Routine Gynecological Care Exams	$0 copay	not covered	$0 copay	N/A	$0 copay	N/A	$0 copay	N/A
Routine Mammograms	$0 copay	not covered	$0 copay	N/A	$0 copay	N/A	$0 copay	N/A
[redacted]								
Primary Care Services	$15 copay	70%	$25	60%	$25	60%	$25	60%
After Office Hours/Home	$15 copay	70%	$35	60%	$35	60%	$35	60%
Specialist Services	$15 copay	70%	$35	60%	$35	60%	$35	60%
Maternity OB Visit	$15 copay	70%	$35	60%	$35	60%	$35	60%
Allergy Treatment	$15 copay	70%	$35	60%	$35	60%	$35	60%
Allergy Testing	$15 copay	70%	$35	60%	$35	60%	$35	60%
[redacted]								
Diagnostic Laboratory	100%	70%	100%	60%	100%	60%	100%	60%
Diagnostic X-ray	100%	70%	100%	60%	100%	60%	100%	60%
[redacted]								
Urgent Care	$25 copay	$25 copay	$35	$35	$35	$35	$35	$35
Non-Urgent use of Urgent Care Provider	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered.	Not Covered	Not Covered
Emergency Room	$25 copay	$25 copay	$50	$50	$50	$50	$50	$50
Non Emergency Care in an Emergency Room	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered	Not Covered
Ambulance	100%	70%	100%	60%	100%	60%	100%	60%
[redacted]								
Inpatient Coverage	100%	Subject to Deductible and $200 copay per admission; 70%	100%	60%	100%	60%	100%	60%
Outpatient Surgery	100%	70%	100%	60%	100%	60%	100%	60%
[redacted]	Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service	
[redacted]	Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service		Same as any other illness; benefit depends on place of service	
Skilled Nursing Facility	100%	70%	100%	60%	100%	60%	100%	60%
	100 days in-network and 60 days out of network; must be admitted within 15 calendar days of a 3-day admission							
Outpatient Rehabilitation Therapy (includes speech, physical, and occupational therapy)	100%	70%	$35	60%	$35	60%	$35	60%
Chiropractic Care	$15 copay	70%	$35 copay; 30 Visits per year based on medical necessity	60%	$35 copay; 30 Visits per year based on medical necessity	60%	$35 copay; 30 Visits per year based on medical necessity	60%
[redacted]	Retail	Mail Order	Retail	Mail Order	Retail	Mail Order	Retail	Mail Order
			30-day supply – all cost management protocols		30-day supply – all cost management protocols		30-day supply – all cost management protocols	
Generic	$15	$15	$10	$20	$10	$20	$10	$20
Formulary Brand	$15	$15	$20	$40	$20	$40	$20	$40
Non-Formulary Brand	$15	$15	$30	$60	$30	$60	$30	$60

Premium Rates	Medical and Prescription Combined	Medical and Prescription Combined		Medical and Prescription Combined		Medical and Prescription Combined	
Single	$ 1,183.00	$ 1,022.00	-13.61%	$ 1,089	-7.96%	$ 1,057	-10.63%
Employee / Child(ren)	$ 1,719.00	$ 1,484.00	-13.67%	$ 1,581	-8.02%	$ 1,535	-10.69%
Employee / Partner	$ 2,566.00	$ 2,216.00	-13.64%	$ 2,361	-7.98%	$ 2,293	-10.65%
Family	$ 3,000.00	$ 2,590.00	-13.67%	$ 2,760	-8.00%	$ 2,680	-10.68%

10-2015

All benefits are subject to medical review and medical necessity

BOROUGH OF
ATLANTIC HIGHLANDS

100 First Avenue
Atlantic Highlands, New Jersey 07716
732-291-1444 Fax 732-291-9725
www.ahnj.com ahubeny@ahnj.com

Adam Hubeny, Borough Administrator, Certified Public Manager

February 22, 2012

Atlantic Highlands
MEA-MSA

Re: Change from PPO Health Benefit Coverage to POS Health Benefit Coverage

Dear President Ackerson and Osborn:

Pursuant to the MEA-MSA request for further clarification as to the change in benefit coverage between the Preferred Provider Organization (PPO) Plan coverage applicable under the 2007-2010 MEA-MSA Contract and the Point of Service (POS) Plan coverage to be implemented and available under the 2011-2015 MEA-MSA Contract, please be advised as follows.

As per confirmation from the Central Jersey Health Insurance Fund (CJHIF), the health benefit administrator, the POS Plan offers an equal to or better than level of benefit coverage as the PPO Plan, except that the POS Plan changes and limits the available provider network of medical professionals providing covered in-network services and changes the third party administration procedures offered for utilization of in-network covered benefits, claims management, and payments.

The commitment to provide an equal to or better than level of benefit coverage under the POS Plan applies design of coverage, covered items and services, eligibility parameters, terms and program exclusions. For example, benefits equity applies to items like co-payments, deductibles, out of pocket maximums, waiting periods, etc.

However, you should be aware that, under both the PPO Plan and the POS Plan, administrative processes and clinical policies are always within the policies and procedures of the Plan and are not guaranteed. Administrative processes refer to the procedures and methods determined by the Fund to ensure efficient operations. For example, an Administrative process would include how enrollment forms are submitted to the Fund for entry to the enrollment system and the required documentation supporting the eligibility of a participant and/or dependents. Clinical Policies are detailed and technical documents that explain how medical necessity and coverage decisions for members are made under health benefit plans. Clinical Policies are based on evidence from objective and credible sources, including but not limited to sources such as guidelines from national professional health care organizations and public health agencies. Further, either both the PPO Plan and the POS Plan, the Plan does not provide coverage based upon coverage or payment determinations that may have been made previously in error or by reason of an exception or appeal, and such previous coverage payments or determinations do not serve to bind coverage or change the coverage in the Plan.

I trust this clarifies the matter.

Very truly yours,

ADAM HUBENY
Borough Administrator