

A G R E E M E N T

B E T W E E N

T O W N S H I P O F V E R N O N

A N D

**A M E R I C A N F E D E R A T I O N O F S T A T E , C O U N T Y A N D
M U N I C I P A L E M P L O Y E E S (A F S C M E)**

C O U N C I L N O . 5 2 - V E R N O N T O W N S H I P L O C A L # 3 1 8 1

January 1, 2005 through December 31, 2007

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ARTICLE I

PREAMBLE

THIS AGREEMENT entered into this _____ day of _____ 20__ by and between the TOWNSHIP OF VERNON, the County of Sussex, a Municipal Corporation of the State of New Jersey, hereinafter called the "TOWNSHIP", and New Jersey Council #52, AFSCME hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Township of Vernon and Union: the establishment of an equitable and peaceful procedure for the resolution of differences and establishment of rates of pay, hours of work and other conditions of employment. This agreement represents the complete and final understanding on all issues which may be the subject of collective bargaining between the Township and the Union.

ARTICLE II
MANAGEMENT RIGHTS

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

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

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

3. The right of management to make such reasonable policies, rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the department after advance notice thereof to the employees to require compliance by the employees is recognized.

4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Township in accordance with New Jersey Department of Personnel (Civil Service) rules and regulation.

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

6. To lay off employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and non-productive, in accordance with New Jersey Department of Personnel (Civil Service) rules and regulations.

7. The Township reserves the right with regard to all other conditions of employment

not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Department of Public Works.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof which are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under NJSA 40A: 1-1 et seq. or any other National, State, County or Local laws or regulation.

ARTICLE III
PERSONNEL FILES

- A. A separate personal history file shall be established and maintained for each Employee covered by the Agreement; personal history files are confidential records and shall be maintained in the office of the Personnel Officer.
- B. Any member of the Department of Public Works **may, by appointment**, review their personnel file, but this appointment for review **must be made through the Director of Public Works or General Supervisor Public Works** or designated representative.
- C. Whenever a written complaint concerning an employee or the employee's actions is to be placed in their personnel file, a copy shall be made available to them to read and they shall be given the opportunity to rebut it if so desired, and they shall be permitted to place said rebuttal in their file.
- D. All personal history files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed there from.

ARTICLE IV
GRIEVANCE PROCEDURE

A. 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.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

C. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the UNION on behalf of an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

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

Step One: The aggrieved or the UNION shall institute action under the provisions hereof within five (5) working days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Director of Public Works or General Supervisor Public Works for the purpose of resolving the matter informally. Failure to act within fifteen (15) working days shall be deemed to constitute an abandonment of the grievance. The grievance at this step shall contain all the relevant facts and shall be committed to writing and shall contain the applicable section of the contract violated and the remedy requested by the grievance. The Director of Public Works or General Supervisor Public Works or designated representative will answer the grievance, in writing, within fifteen (15) working days of receipt of the written grievance.

Step Two: If the UNION wishes to appeal the decision of the Director of Public Works or General Supervisor Public Works, such appeal shall be presented, in writing, to the Township Manager within fifteen (15) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager shall respond, in writing, to the grievance within fifteen (15) working days of the submission.

Step Three: If the UNION wishes to appeal the decision of the Township Manager, such appeal shall be presented, in writing, to the Township Council within fifteen (15) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Council shall respond, in writing, to the grievance within fifteen (15) working days of the submission. Such decision shall be final and binding upon the parties.

Step Four: If the grievance is still unsettled, the Union may within fifteen (15) days from the answer in Step 3, request arbitration. The arbitrator shall be selected in accordance with the rules of the Public Employment Relations Commission (PERC) or through the processes of the American Arbitration Association. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and laws of the State of New Jersey and the United States, and shall be restricted to the application of the facts presented by the parties involved in the grievance. 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. The fees of the arbitrator shall be borne by the parties equally.

E. Upon prior notice to and authorization of the Director of Public Works or General Supervisor Public Works, the designated UNION Representatives shall be permitted as members of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided, the conduct of said business does not diminish the effectiveness of the Township of Vernon or require the recall of off-duty employees.

F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been

initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed there under, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If the decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure.

G. Employees covered by this Agreement shall have the right to process their own grievance without representation.

ARTICLE V
SALARIES AND LONGEVITY

A. SALARIES:

Effective January 1, 2005, all employees covered by this collective bargaining agreement shall receive salary increases as follows:

January 1, 2005	3%
January 1, 2006	3%
January 1, 2007	3%

All increases shall be retroactive to January 1, 2005.

B. PROMOTIONS:

An employee who is promoted to a higher title, that is a promotion to a title in a higher group, shall be placed on the same step in the higher group as the employee was on in the step from which the employee is being promoted.

C. STEP INCREMENTS:

Step two increase will be given at 6 month interval. All step increases after step 2 shall be granted at one-year intervals. Group II promotions will be given when employee has been at Step 5 in Group I for one year, provided employee has procured a CDL license.

D. PERFORMANCE OF HIGHER DUTIES:

If an employee works in a higher paid position for thirty (30) working days out of a forty-five (45) working day period, the higher rate of pay will be paid retroactive to the first day. However, this will not apply when substituting for someone who is out on vacation, short-term sick leave (20 working days or less), holidays, personal days, funeral leave or any combination of these days.

GROUP STEPS:

All job titles have been placed in the following Groups effective January 1, 1999:

Building Maintenance Worker – excluded from Groups below.

GROUP I:

Laborer

Garage Attendant

Stock handler

GROUP II:

Public Works Repairer

Senior Garage Attendant

Stock Clerk

GROUP III:

Senior Public Works Repairer

Mechanic

Senior Stock Clerk

ARTICLE VI

WORK FORCE REDUCTION NOTICE

Should there be the need for departmental lay offs, the Township will agree to provide notification in accordance with New Jersey Department of Personnel Rules and Regulations (N.J.A.C. 4A:8-1.6), but not less than 60 days.

ARTICLE VII

OVERTIME

- A. Overtime shall be paid for all work performed in excess of the standard work week at the rate of one and one-half (1 1/2) times the computed hourly rate. The standard number of weekly hours shall be forty (40) or on a call-out situation. A standard workweek of 40 hours shall be based upon a normal schedule. The schedule may be different for different crews or groups but usually will consist of a 5-day/ 8-hour day schedule. There may be a time when a specific crew for a specific purpose works hours/days other than the standard Monday through Friday for reason of efficiency. Permanent full-time employees shall not be paid overtime until said employee has worked the standard number of weekly hours above. For the purposes of accruing overtime, only hours worked within a given week shall be counted towards overtime calculations. For the purposes of calculating overtime, earned time off such as holidays, vacation, personal days or compensatory time and sick leave will be considered time worked.
- B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted on the time report and certified by the Department Head.
- C. Overtime shall be computed and payment made on the following basis:
1. Up to the first seven- (7) minutes - no pay.
 2. Eight (8) through twenty-two (22) minutes - fifteen (15) minutes pay.
 3. Twenty-three (23) through thirty-seven (37) minutes - thirty (30) minutes pay.
 4. Thirty-eight (38) through fifty-two (52) minutes - forty-five (45) minutes pay.
 5. Fifty-three (53) minutes through sixty (60) minutes - one (1) hour pay.
- D. Overtime shall be paid either by compensatory time off or by compensation at the option of the employee and approval of the Director of Public Works or General Supervisor Public Works. Compensatory time shall be arranged to be taken within thirty (30) days thereof except in emergency circumstances. Whenever the employee shall choose compensatory time off, they shall

be entitled to one and one-half (1 1/2) hours off for each hour worked in excess of their normal hourly workweek. Whenever an employee chooses to receive compensation for overtime worked, such compensation is to be computed at the rate of one and one-half (1 1/2) times their standard hourly rate for each hour worked in excess of their normal hourly workweek. Employees may be allowed to "bank" compensatory time at the rate of time and one-half for every overtime hour worked. The amount of "bank time" may not exceed eight (8) days. To use the "banked" time, the employee must give two (2) weeks notice to the director. If the banked time is not used within six (6) months of being earned, the employee loses the time. No more than three (3) employees shall be on vacation or long-term absence from work from November 15 to April 15. Banked compensatory time must be used in eight (8) hour blocks. Nothing in this Article shall be construed as to conflict with employee's rights as provided by the FLSA and FLMA.

E. If an employee is recalled, they shall receive a guarantee of three (3) hours compensation at one and one-half (1 1/2) times the employee's standard hourly rate, provided such work is not contiguous (before or after) the employee's normal work day. The Director of Public Works or General Supervisor Public Works or designee shall have the right to retain the employee for the full three (3) hour period.

F. Department of Public Works employees covered under this contract shall work forty hours per week, being the hours of 6:30 am to 3:00 p.m., Monday through Friday, for DPW workers. Those workers performing work in excess of forty hours shall be paid at one and one-half (1 1/2) times the regular pay rate unless the employee opts for Paragraph "D" of Article VII with the consent of the Director of Public Works or General Supervisor Public Works. This paragraph shall not be construed as to conflict with Paragraph 2 or Article II (Management Rights). In the event of dispute of Article VII, paragraph F; paragraph 2 of Article II shall prevail.

- 1. During severe storms and such other emergencies as determined by the Township or its authorized agent, employees are on call twenty-four (24) hours a day except when ill or on vacation. On call means supplying a telephone number where the employee may be reached.**

2. Response times shall be no more than 45 minutes during winter months. During winter months, whether or not a storm warning is issued by the director or designee before the end of the work shift, it is the employees responsibility to be alert to possible weather changes and be available for emergency response. All rules pertaining to the Township's drug and alcohol policy as well as the federal regulations concerning CDL licenses shall be followed.

G. Any work performed by employees for the Township over forty (40) hours per week shall be compensated at the overtime rate.

H. Should the Director of Public Works or General Supervisor Public Works or designee call in an employee for emergency coverage as determined, during November 15 through April 15 and the employee is injured during this commutation period due to a hazardous condition, the incident shall not be considered a "Workers Compensation" event. However, employees shall not be required to utilize their sick leave, personal or vacation time allotments to cover their absence. Medical bills will remain the responsibility of the employee. Hazardous conditions shall be determined as per the police report at the site of the accident.

I. COFFEE BREAKS:

All employees are entitled to one (1) fifteen (15) minute coffee break during the day. The time is to be taken at the direction of the Director of Public Works or General Supervisor Public Works or designee to insure smooth operation of the Department.

ARTICLE VIII

VACATIONS

The following vacation is applicable to all employees in the Unit:

<u>YEARS OF SERVICE:</u>	<u>2005, 2006, 2007</u>
1st Year (Pro-rated)	12 Days
1 to 5 Years	12 Days
6 to 10 Years	15 Days
11 to 15 Years	18 Days
16 to 18 Years	21 Days
19 to 25 Years	25 Days
One day per year over 25 years additional	

A. Each individual employee, with prior approval of their Department Head, may of their own free will, defer all or a portion of vacation time until the following year.

B. It is the policy of the Township that each employee take advantage of the authorized vacation period for reasons of health, rest, relaxation and pleasure and thus extra compensation in lieu of vacation shall not be allowed unless prior authorization shall be obtained from the Township Manager.

C. All employees shall submit requests for vacation at least two (2) weeks in advance to the Director of Public Works or General Supervisor Public Works.

D. When an employee requests permission to use an individual vacation day or part thereof, such requests shall be granted at the discretion of the Department Head. When permission is sought to use an individual day, the two (2) week notice required by Section D above, shall be waived provided that the permission can be granted without affecting the operation of the Department.

E. Only four (4) road employees, one Crew Supervisor and two shop employees may be

on vacation at any one time. The Director of Public Works or General Supervisor Public Works, in the sole discretion of the Director, retains the right to allow more than four (4) employees and one (1) Crew Supervisor on vacation at any one time, April 15th through November 15th.

F. From November 15th through April 15th, only three (3) road employees, one (1) Crew Supervisor and two (2) shop employees may be on vacation at any one time. The Director of Public Works or General Supervisor Public Works retains the exclusive right to allow more than three (3) employees and one (1) Crew Supervisor on vacation at any one time.

G. At the time of retirement, any employee shall receive all vacation time accrued and not taken during the year.

H. From November 15th through April 15th, the Director of Public Works or General Supervisor Public Works may, if staffing requirements permit, extend the allotted vacation time period to include the weekend immediately following that period. The decision to do so is at the sole discretion of the Director of Public Works or General Supervisor Public Works and is not grievable.

I. From April 15th through November 15th, the weekend immediately preceding and the weekend immediately following the allotted vacation time period shall be included as part of the vacation.

ARTICLE IX

SICK LEAVE

A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to a contagious disease or illness in the family. Illness in the family shall not include protracted periods of time as a nursemaid. "Family" is defined as "immediate family" under Article IX, Funeral Leave. Additionally, "family" must reside with the employee or be primarily dependent on the employee. Dependency shall be determined by the Director of Public Works or General Supervisor Public Works and is not grievable.

B. All employees with more than one (1) year of service shall be eligible for fifteen (15) sick days per year with unlimited accumulation. During the first year of service, sick days shall be pro-rated from date of hire to end of first calendar year - One and one quarter (1 1/4) days a month.

C. An employee who has been absent on sick leave for three (3) or more consecutive work days may be required to submit acceptable medical evidence substantiating illness. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action. The Township may at any time send a doctor to verify illness within the family at the Township's expense.

In all cases of reported illness or disability suffered by an employee, the Township reserves the right to send a medical physician to examine and report on the condition of the patient to the Department Head.

D. During protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or BI-weekly periods, from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

E. The rules, which follow, apply to the payment of salaries during periods of illness or

disability, of regular, permanent full-time employees. Permanent part-time, temporary, and seasonal employees are not entitled to compensation for such absences.

F. No employee shall be allowed to work and endanger the health and well being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to the Township physician for opinions as to the eligibility of the employee to be absent from work.

G. Sick leave with pay shall not be allowed under the following conditions:

1. When the employee, under medical care, fails to carry out orders of the attending physician.

2. When, in the opinion of the Township medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions contrary to the code of conduct.

3. When, in the opinion of the Township medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.

4. When an employee does not report to the Township physician.

H. The recommendation of the Township medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician, to require the employee to submit to an examination by a third doctor. Employees using sick time (unless scheduled) for the normal eight (8) hour work shift following a winter storm (November 15 to April 15) shall be required to see the Township physician (at the employee's expense) before returning to work.

I. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

J. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular time off. The utilization of sick leave for elective medical procedures will not be considered without sufficient

medical evidence to substantiate the necessity of scheduling the medical or dental services during the workday.

K. Sick leave in excess of the time prescribed by the Agreement may be granted at the discretion of the Department Head when warranted by the employee's overall work record.

L. If an employee is absent from work for reasons that entitle the employee to sick leave, the Department Head or designated representative shall be notified as early as possible, but no later than one-half (1/2) hour prior to the start of the scheduled work shift from which the employee is absent. Failure to so notify the Department Head or designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for two (2) consecutive days or more and does not notify their Department Head or some other responsible representative of the Township on any of the first two (2) days will be subject to dismissal.

M. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

N. Employees who retire within the meaning of P.E.R.S., (i.e., twenty-five (25) years of service and/or fifty-five (55) years of age or older) shall be entitled to one-half of the sick leave days accumulated up to a cap of \$5,000.00.

O. The Township reserves the right set forth in Management Rights to establish a Sick Leave Policy without negotiation on those subjects permitted by law. In the event of a conflict between a policy and this Agreement, the Agreement shall supercede and be controlling.

P. DISABILITY - POLICY & PROCEDURE:

1. Temporary Disability Benefits provided by the Township of Vernon are equal to the Temporary Disability Benefits Law of the State of New Jersey and are granted through contractual agreements.

2. An employee who is absent because of illness or non-work related injury must use all accumulated and earned sick days before applying for Temporary Disability. Once these sick days are used, the employee must wait seven (7) days until Temporary Disability payments begin. The

current rate is sixty per cent (60%) of base salary, up to the maximum amount established by the New Jersey State Department of Unemployment/Disability. (Rates may change each year) The set dollar amount will be paid to the employee through 26 weeks or end of disability, whichever comes first. At such time they will receive a final Temporary Disability pay of the seven (7) holding days.

3. The employee must provide medical Certificates, completed by their physician, to the Township of Vernon Personnel Office.

4. Before an employee may return to work, they must provide a written release from their physician.

Q. PARENTAL LEAVE:

Employees shall receive three paid days of leave for the birth of a child. An employee may take an additional four paid days of leave for the birth of a child from the employee's vacation time, personal days or sick days, if the employee has such time available. Paid absence for the birth of a child shall be taken between the date of birth and one week from the date of release of the child from the hospital. Nothing herein shall be construed to deny or limit the rights of an employee under the FMLA or any applicable state law. The Township Manager may permit additional paid leave time, at the discretion of the Manager, upon written request and in exceptional circumstances.

R. BUYING OF ADDITIONAL SICK TIME

Employees may, at their own option choose to purchase additional sick days in lieu of overtime pay. The rate of conversion is five and one-half (5 1/2) hours for every eight-(8) hours bought. Employees may only purchase additional sick time when they have exhausted all but 15 of their sick days earned. Under no circumstance shall any employee be allowed to purchase more than five (5) sick days per year. These days shall not be converted to cash should the employee not use them by the time of retirement under the meaning of PERS, but shall be allowed equal number of days off prior to the effective retirement date. Employees who have more than four (4) occurrences of personal sick time per year shall not be allowed to purchase additional sick time.

An occurrence is defined as any day off from work due to medical reasons. The employer has the absolute right to request the employee to provide a letter from the employee's doctor as to the reasons of the absence and the probability of re-occurrence; if the employee has more than four occurrences, the employee shall be directed to the Township doctor for evaluation prior to returning to work. The cost of the exam shall be borne by the Township.

ARTICLE X
FUNERAL LEAVE

- A. In the event of death in the employee's or the employee's spouse or life mate's immediate family, the employee shall be granted time off without loss of pay from the day of death or the day of the funeral, but in no event shall said leave exceed five (5) working days.
- B. The "immediate family" shall include only husband, wife, life mate, child, brother, sister, parents, grandparents, or grandchild, of the employee. Such determination shall be non-grievable.
- C. Three (3) working days leave shall be granted for the following: aunt, uncle, nieces and nephews.
- D. Reasonable verification of the event may be required by the Township.
- E. Such bereavement leave shall be in addition to any Holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.
- F. An employee may make a request of the Director of Public Works or General Supervisor Public Works or designated representative for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Director of Public Works or General Supervisor Public Works or designated representative shall be charged, at the option of the employee, either as a personal day, a vacation day or against accumulated compensatory time off. No such request shall be unreasonably denied.

ARTICLE XI
INSURANCE

- A. The Township shall provide hospitalization insurance coverage, dental insurance, a Vision Plan, and major medical insurance equal to and consistent with coverage offered to all other employees of the township.
- B. The Township has the right to change insurance carriers or institute a self-insurance program so long as they are the same or substantially similar to the benefits currently provided.
- C. The Township agrees to pay for the replacement of lenses and/or frames broken due to a job related accident; lenses lost or destroyed due to the negligence of the employee shall not be replaced. Replacement of lenses shall be in accordance with the provisions of the Township's Vision Plan.
- D. The Township agrees to provide a \$10,000.00 Life Insurance Policy for each employee.
- E. Employees who retire with 20 years of service with Vernon Township shall be entitled to the payment of their medical benefits provided they retire within the meaning of PERS. Retirees shall integrate medical coverage with Federal Medicare coverage as soon as eligible.
- F. Upon the death of the retired employee, coverage will be continued for their spouse, provided that the employee was married to the spouse at the time of their retirement, and will be continued for their dependent children, provided the children were designated as dependent at the time of their retirement or until the death or remarriage of the spouse, or until the receipt of other coverage by that spouse or until the spouse reaches age sixty five (65) whichever occurs first.
- G. The Township shall provide for a four-tier system (single, spousal, parent and child or family coverage) and each employee shall reimburse the Township an amount equal to 5% of their total medical insurance premium based on the tier under which they are covered. Said reimbursement shall be by payroll deduction on a per paycheck basis, equally distributed during the work year, and each employee shall execute such documents as are necessary to accomplish the deduction. The Township has established a §125 IRS plan. An employee may elect to utilize same and have

the premium contribution paid from an employee funded balance in said plan.

H. In the event of the death of an employee during the period of employment, and subject to the disqualification provisions of paragraph F, the Township shall pay the premiums for COBRA for the surviving spouse and/or dependents for a period of 6 months beginning on the first day of the first month following the date of death.

ARTICLE XII

HOLIDAYS

A. All employees shall receive credit for a day off for the following thirteen (13) holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day After Thanksgiving
13. Christmas Day

B. If an employee works on Thanksgiving Day, Christmas Day, New Year's Day, Easter Sunday or Memorial Day; 6:00 p.m. on Christmas Eve/New Year's Eve to midnight Christmas Day/New Year's Day; Fourth of July and Labor Day, they shall receive double their hourly rate for those hours worked. If Christmas or New Year's falls on a weekend, the employee shall receive double time on that holiday, and not as per paragraph C.

C. If a holiday falls on a Sunday, it is ordinarily observed on the following Monday. If the holiday falls on a Saturday, it is ordinarily observed on the previous Friday.

D. If an employee is on a leave of absence or has an unexcused absence the day before or after the holiday, the employee is not eligible to receive holiday pay. With the approval of the Director

of Public Works or General Supervisor Public Works, any holidays, which occur during a vacation, will be added to the vacation period.

ARTICLE XIII

JURY LEAVE

A. A regular full-time employee who loses time from their job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between their daily base rate of pay (up to a maximum of eight (8) hours) and the daily jury fee, subject to the following conditions:

1. The employee must notify the Director of Public Works or General Supervisor Public Works immediately upon receipt of a summons for jury service.

2. The employee has not voluntarily sought jury service.

3. The employee is not attending jury duty during vacation and/or other time off from Township employment.

4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If on any given day an employee is attending jury duty and they are released by the Court prior to twelve (12) Noon, that employee shall be required to return to work by one o'clock that day in order to receive pay for that day.

ARTICLE XIV
LEAVE OF ABSENCE

- A. The Township agrees to provide all employees with Military Leave in accordance with Federal and State Statutes.
- B. Personal leave of absence may be granted for up to six (6) months to eligible employees without pay in the sole discretion of the Township Manager.
- C. Upon application for a leave of absence, the employee shall specify whether or not they wish the Township to continue to carry the employee for the insurance benefits conferred by Article X of this Agreement, at the employee's expense.

ARTICLE XV
PERSONAL DAYS

- A. Employees shall be allowed four (4) personal business days not deducted from sick leave.
- B. A new employee shall earn, on a prorated basis, one (1) day for each three months worked during their first year of employment until the end of the calendar year. At the completion of this period they shall receive four (4) days on January 1 as all other employees.
- C. A Personal Day may be used at any time with notice given at least one half (1/2) hour before the workday begins. Two- (2) days notice should be given if possible.
- D. Personal leave days may not be accumulated from year to year.
- E. One half (1/2) day is the smallest increment of time to be allowed.
- F. Abuse of ½ personal day use shall result in disciplinary action. Abuse shall be defined as excessive use of ½ personal days for the purpose of avoiding daily work schedules.

ARTICLE XVI

MAINTENANCE OF WORK OPERATIONS

A. The UNION hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from their position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walkout or job action, it is covenanted and agreed that participation in any such activity by any UNION member shall entitle the Township to invoke any of the following alternatives:

1. Withdrawal of UNION recognition.
2. Withdrawal of dues deduction privileges (if previously granted).
3. Such activity shall be deemed grounds for termination of employment of such employee or employees.

C. The UNION agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other activity aforementioned or supporting any such activity by any other employee or group of employees of the Township and that the UNION will publicly disavow each action and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about the compliance with the UNION order.

D. Nothing contained in the Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach of the UNION or its members.

ARTICLE XVII

UNIFORMS

A. The Township agrees to provide a uniform maintenance allowance in the amount of seven hundred twenty-five dollars (\$725.00) per permanent, full time employee for each year of this contract. Payment shall be paid the first pay period of the each year of the contract. Payment may be made as one of the following:

a) one lump sum by the finance department (with this option, receipts must be submitted to payroll within 140 calendar days after which time the balance not accounted for by receipts, will be taxed through payroll accordingly; or

b) one lump sum from payroll with taxes already taken out, no receipts required.

B. Full Time Building Maintenance Workers shall be entitled to the same allowance as other Public Works employees for the first year of employment, then one half (1/2) the amount every year thereafter.

C. Part Time Building Maintenance Workers are to be paid one half (1/2) the full time allowance.

D. Uniforms lost or destroyed by employee negligence shall be replaced at the employee's own expense.

E. Uniforms shall be of one color as approved by the Director of Public Works or General Supervisor Public Works.

F. Uniforms shall have the employee's name sewn or embroidered over the left breast pocket of each shirt, jacket and coveralls. The name VERNON TOWNSHIP shall be sewn or embroidered on the right breast pocket of each shirt, jacket or coveralls. Embroidered patches may also be used for this purpose.

G. Employees must wear approved uniforms at all times during the hours of work. Employees shall not wear torn, excessively patched or unreasonably dirty uniforms for an excessive period of time.

H. Uniform allowance shall include work shoes which shall be suitable for the type of work required in the employee's job with the Department of Public Works and shall be included in the uniform dress requirements and approved by the Director of Public Works or General Supervisor Public Works.

I. Employees may, from their allotment, purchase and wear high-visibility, ANSI approved fluorescent orange tee shirts or short sleeve shirts in summer and sweat shirts or vests in winter in lieu of the regulation safety vests as provided by the Township. The Director of Public Works or General Supervisor Public Works must approve all clothing worn as a substitute for safety vests or belts.

J. Payment shall be paid the first pay period of the each year of the contract. Newly hired employees will receive a uniform allowance only after completion of their probationary period. This allowance will be pro-rated on a quarterly basis starting from date of hire. Full payment shall be given in January upon completion of the calendar year.

K. A pro-rated dollar amount will be issued to all employees who retire within the course of the year. This shall be accomplished by way of a payroll reduction.

L. Failure to comply with uniform regulations shall be cause for disciplinary action, with the exception of emergency call-ins.

M. The employee may purchase personal safety equipment not provided by the Township with the allowance.

N. The employee shall replace any safety equipment lost or damaged through negligence by the employee. Equipment purchased must conform to the type issued by the Township.

O. As per PEOSHA rules, the Township shall provide reimbursement for the purchase of safety shoes up to the amount of one hundred dollars (\$100.00).

P. PPE and equipment supplied by the Township shall be replaced by the Township when such equipment is rendered useless after normal wear and tear or it is outdated. This will be determined by the safety committee which shall consist of one (1) general supervisor, one (1) mechanic, one (1) road division employee and one (1) AFSCME representative designated by the Union.

ARTICLE XVIII

ALLOWANCES

A. The Township agrees to a meal allowance of \$7.00 for each 8 hour block of continued work after regular hours.

B. After one year of employment, the Township agrees to pay a tool allowance of \$100.00 per year to Mechanics, to be paid by Purchase Order once a receipt is received by the Township.

ARTICLE XIX
PROBATIONARY PERIOD

All employees hired during the term of this Agreement shall serve a probationary period of three (3) months. During this probationary period, the Township reserves the right to terminate a probationary employee for any reason. An employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement.

ARTICLE XX
BULLETIN BOARDS

Bulletin boards shall be made available by the Township for the use of the Department of Public Works for the purpose of posting Vernon Township Employees UNION Local #3181 announcements and other information of a non-controversial nature. The Director of Public Works or General Supervisor Public Works may have removed from the bulletin boards any material, which does not conform to the interest and provision of this Article.

ARTICLE XXI

DEPARTMENT VEHICLES AND LICENSES

The Township shall maintain vehicles in a safe manner as determined by the Director of Public Works or General Supervisor Public Works in conjunction with the Supervising Mechanic.

The Township shall provide vehicles with reasonable protection to the operator.

The Township shall provide safety equipment as provided by law.

Each employee of the Department of Public Works must procure a CDL Class B license within one year of the date of employment. Failure to procure the license may result in termination of employment at the sole discretion of the Township.

ARTICLE XXII

DAMAGE TO TOWNSHIP EQUIPMENT

A. Whenever any employee damages any Township equipment, a full written report shall be made and forwarded to the Director of Public Works or General Supervisor Public Works.

B. When any Township owned vehicle is involved in an accident, the Police Department must be notified immediately so that they may conduct an on-the-scene investigation and prepare an accident report as required. The driver must also file a full report as required in Section A above.

C. In the event of an accident, the Township Manager may convene a review board consisting of the Department Head and at least one (1) other employee to review the accident and determine if negligence is involved, or if any disciplinary action should be recommended.

ARTICLE XXIII
SAFETY CHECKS

In order to provide for the safety of all employees, the Director of Public Works or General Supervisor Public Works or designee shall schedule mowing operations in such a manner as to provide the mowers to be operated at the same location whenever practical and possible. When departmental operations require that work be done individually at sites, the Director of Public Works or General Supervisor Public Works or designee shall ensure that employees are checked on regularly, at least, throughout the day to verify the employee's attendance to the site work. All equipment shall be radio equipped and operators shall call into the garage at least twice during their shift.

ARTICLE XXIV
EMPLOYEE RIGHTS

- A. The Township will encourage the full security of all individual rights and privileges of its employees as citizens in a democratic society consistent with their duties and responsibilities as employees of the Township.
- B. The UNION has the right to use the lunch area for UNION meetings after regular work hours provided that at least one (1) days notice is given in the form of a request to the Director of Public Works or General Supervisor Public Works. Request for the use of the lunch area will not be unreasonably denied.
- C. The UNION has a right to post notices of matters of concern on the Departmental bulletin board, in a space reserved for its use.
- D. All negotiations of issues or contracts shall be held during working hours.
- E. The Employer agrees to grant time off without any loss of regular or compensatory time not to exceed five (5) working days to any Employee designated by the AFSCME to attend the annual State Convention. No more than three (3) Employees, consisting of one (1) delegate and two (2) alternate delegates, shall be granted time off at any one time.
- F. During collective bargaining negotiations, authorized AFSCME representatives, not to exceed four (4), shall be excused from their normal work duties to participate in any collective negotiation session mutually scheduled by the parties and shall suffer no loss of regular pay or compensatory time.

ARTICLE XXV

SEPARABILITY AND SAVINGS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or of any force or effect, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Full compliance with federally mandated privacy act should be followed.

ARTICLE XXVI
FULLY BARGAINED AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues which are lawfully subject to collective bargaining, which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, nor whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXVII

DURATION

This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect to and including December 31, 2007, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, no sooner than one-hundred-fifty (150) nor no later than one-hundred-twenty (120) days prior to the expiration of this Agreement, or as terminated or replaced by operation of law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Vernon, New Jersey on this 28 day of September, 2005.

LOCAL #3181

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL/CIO

Howard Lazarus
David W. Puchman
[Signature]

[Signature]

TOWNSHIP OF VERNON

[Signature]
[Signature]

Employees hired prior to 1996

Title	Hourly	Annual
2005		
Road Repairer	\$27.56	\$57,324.80
Sr. Road Repairers	\$28.25	\$58,760.00
Sr. Stock Clerk	\$27.84	\$57,907.20
Mechanic	\$28.19	\$58,635.20
2006		
Road Repairer	\$28.39	\$59,051.20
Sr. Road Repairers	\$29.10	\$60,528.00
Sr. Stock Clerk	\$28.69	\$59,675.20
Mechanic	\$29.04	\$60,403.20
2007		
Road Repairer	\$29.25	\$60,840.00
Sr. Road Repairers	\$29.98	\$62,358.40
Sr. Stock Clerk	\$29.55	\$61,464.00
Mechanic	\$29.92	\$62,233.60

Employees hired after 1996

Title/Group	New Hire	6 months	Year 2	Year 3	Year 4
2005 3% increase					
<i>Bldg Maint Wkr</i>	Step 1	Step 2	Step 3	Step 4	Step 5
<i>Annual</i>	21,059.57	21,902.18	22,778.27	23,689.40	24,636.98
<i>Hourly</i>	10.12	10.53	10.95	11.39	11.84
Group I	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	28,472.50	29,611.40	30,795.86	32,027.69	33,308.80
Hourly	13.69	14.24	14.81	15.40	16.01
Laborer, Garage Attendant, Stock Handler					
2006 3% increase					
<i>Bldg Maint Wkr</i>	Step 1	Step 2	Step 3	Step 4	Step 5
<i>Annual</i>	21,691.36	22,559.01	23,461.37	24,399.82	25,375.81
<i>Hourly</i>	10.43	10.85	11.28	11.73	12.20
Group I	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	29,326.68	30,499.74	31,719.74	32,988.52	34,308.06
Hourly	14.10	14.66	15.25	15.86	16.49
Laborer, Garage Attendant, Stock Handler					
2007 3% increase					
<i>Bldg Maint Wkr</i>	Step 1	Step 2	Step 3	Step 4	Step 5
<i>Annual</i>	22,342.10	23,235.78	24,165.21	25,131.82	26,137.08
<i>Hourly</i>	10.74	11.17	11.62	12.08	12.57
Group I	Step 1	Step 2	Step 3	Step 4	Step 5
Annual	30,206.48	31,414.73	32,671.33	33,978.18	35,337.30
Hourly	14.52	15.10	15.71	16.34	16.99
Laborer, Garage Attendant, Stock Handler					
3% increase					
Group II	2005	2006	2007		
Annual	38,305.12	39,454.27	40,637.90		
Hourly	18.42	18.97	19.54		
PW Repairer, Sr. Garage Attend Stock Clerk					
Group III					
Annual	44,050.89	45,372.41	46,733.59		
Hourly	21.18	21.81	22.47		
Sr. PW Repairer, Mechanic, Senior Stock Clerk					