

AGREEMENT

BETWEEN

THE TOWNSHIP OF VERNON

AND

U.A.W. LOCAL #2326

January 1, 2005 through December 31, 2007

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## PREAMBLE

THIS AGREEMENT effective on the 1st day of January, 2005 by and between the TOWNSHIP OF VERNON, in the County of Sussex, a Municipal Corporation of the State of New Jersey, hereinafter called the "TOWNSHIP", and U.A.W. LOCAL #2326, represents the complete and final understanding on all bargainable issues between the Township and the Union.

## ARTICLE I RECOGNITION

The Township recognizes the Union as the representative of all regularly scheduled full-time clerical employees excluding such confidential positions as required by law.

In the event that the Township desires to create or fill new job titles, the Township will notify the Union in advance and, upon request of the Union, will discuss with the Union whether or not said new titles are to be included in the bargaining unit and the appropriate salary therefore.

## 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 the following rights:

1. The executive management and the administrative control of the Township Government and its properties and facilities and activities of its employees utilizing personnel, methods and means in the most appropriate and efficient manner possible as

may from time to time be determined by the Township.

2. To use improved methods and equipment to decide the number of employees needed for special assignments and to be in sole charge of the quality and quantity of the work required.

3. To lay off employees in the event of lack of funds.

4. 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 included within this Agreement.

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

6. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law and the New Jersey Department of Personnel (Civil Service) Rules and Regulations.

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 of this Agreement and then, only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A:1-1 et. seq. or any other national, State

Laws or County regulations or local ordinances.

D. The Township reserves the right to declare a snow day, early closing, or late opening for all departments. The purpose of a declared snow day, early closing, or late opening is to provide for the safety of non-essential employees and to provide them with the ability to stay off roads and highways so that emergency personnel can clear snow and ice. Essential employees are required to work their regular hours without additional compensation, overtime, or compensatory time off. Essential employees are defined as employees involved in snow and ice control activities and employees in 24-hour facilities directly responsible for Law Enforcement, Dispatching, and Health and Safety related functions. Essential employees who do not report for regular hours during a declared snow day, early closing, or late opening may request to use a personal day or vacation day.

### ARTICLE III

#### CHECK-OFF

A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Township Manager, or his/her designee during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee, or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed

deduction.

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Manager or his/her designee.

E. Any such written authorization may be withdrawn once a year by an employee by the filing of notice of such withdrawal with the Township Manager or his/her designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Township in reliance upon, salary deduction authorization cards as furnished by the Union to the Township or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such deduction.

#### ARTICLE IV

#### GRIEVANCE PROCEDURES

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. 1. With regard to employees, the term "grievance" as used herein means an appeal on behalf of an individual employee or group of employees, from the interpretation, application or

violation of policies, agreements, and administrative decisions affecting them. 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.

2. With respect to employee grievances, no grievance may proceed beyond Step 4 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement, either expressly or by operation of law, shall not be processed beyond Step 1 herein.

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 ten (10) working days of the occurrence of the event giving rise to the grievance or receipt of notification of such occurrence. An earnest effort shall be made to settle the difference between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) working days thereafter shall be deemed to constitute an abandonment of the grievance. The employee may request the presence of an outside representative.

**Step Two:** If no agreement can be reached orally within ten (10) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance, in writing, and also in face-to-face discussions, within ten (10) working days thereafter to the immediate supervisor or his/her designated representative. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his/her designated representative will answer the grievance, in writing, within ten (10) working days of receipt of the written grievance. The

U.A.W. Grievance form shall comply with this Section. Face-to-face discussions shall continue at every step of the grievance.

**Step Two-A - Police Department Employees Only:** If no agreement can be reached orally within ten (10) working days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance, in writing, within ten (10) working days thereafter to the Chief of Police. The written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion, the applicable Section of this contract violated, and the remedy requested by the grievant. The Chief of Police will answer the grievance, in writing, within ten (10) working days of receipt of the written grievance. The U.A.W. Grievance form shall comply with this Section.

**Step Three:** If the Union wishes to appeal the decision of the immediate supervisor or Chief of Police as the case may be, such appeal shall be presented, in writing, to the Township Manager within ten (10) 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 grievant within fifteen (15) working days of the submission. The Township Manager will make a good faith effort to respond prior to the fifteenth (15) day.

**Step Four:** If the grievance is not settled through Steps One, Two, and Three, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the American Arbitration Association. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

E. 1. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him/her 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 decision of the arbitrator shall be in writing



with reasons therefore, and shall be final and binding.

F. Upon prior notice to, and authorization of the Department Head, the designated Union Representative shall be permitted 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 or overtime.

G. 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. 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, such agreement to be in writing.

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

I. In the event the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be canceled and the matter withdrawn from this procedure. In the event the grievant pursues his/her remedies through the Department of Personnel, the arbitration hearing, if any, shall be canceled and filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

J. No employee shall be discharged without just cause.

ARTICLE V  
SALARIES AND LONGEVITY

A. Steps and Levels are described in Schedule A.

B. Each member of the bargaining unit shall receive an individual increase as per attached Schedule B. In 2005, the increase shall be (3.0%). In 2006, the increase shall be (3%) and in 2007, the increase shall be (3%). Salaries and longevity shown are retroactive, effective on January 1st of each year.

LONGEVITY

A. Longevity will be paid, based on the following:

<u>Completed Years of Service</u>	<u>Percentage</u>
1 - 4	0
5 - 10	4
11 - 15	5
16 - 20	6
21 - 25	7
26 and up	8

The maximum dollar figure to be paid for longevity is \$4,000.00.

B. Payment for longevity shall be on or before the anniversary date. Longevity payments due as of the execution of this Agreement shall be made retroactively.

C. Such longevity shall be based on the earnings of a normal workweek and longevity pay shall not be added to overtime remuneration.

D. Only employees hired and working for the Township prior to January 1, 1996 are eligible for longevity payments. If an employee leaves the service of the Township and is rehired in the future, he/she will not be eligible for longevity.

**SCHEDULE A**  
**STEPS AND LEVELS**

All job titles were analyzed (using New Jersey Department of Personnel Job Descriptions) and grouped according to skill level and requirements. The modification of job titles is not intended to increase the work performed by the employees in the title or to make substantive alterations in the work performed. Modification is intended to reflect the nature of the current work being done and civil service job descriptions. In the event that the Union determines that a modified job title has resulted in increased work or alteration of responsibilities, the Union shall request a meeting with the Township Manager for the purpose of discussing the matter and the appropriate salary therefore. This meeting shall be in addition to and not in substitution for any other right provided by law or regulation.

**ENTRY LEVEL CLERICAL EMPLOYEES**

**LEVEL 1:** Includes the entry level position currently covered by the U.A.W. Contract. The level includes:

Clerk Typist

**LEVEL 2:** Includes positions which require additional skills and/or responsibility above the entry level position. The level includes:

Animal Control Attendant

Tax Clerk/Typing

Assessing Clerk

Account Clerk

\*Public Safety Telecommunicator Trainee

**LEVEL 3:** Level III is a full step up from Level II and generally includes all senior level positions. The level includes:

Senior Assessing Clerk

Senior Clerk Typist

Senior Tax Clerk/Typing

Senior Payroll Clerk

Senior Account Clerk

Senior Bookkeeping Machine Operator/Typing

Police Records Clerk/Typing

Police Records Clerk/Public Safety Telecommunicator

**LEVEL 4:** Level IV is again a full step up from Level III and generally includes all principal titles. The level includes:

Principal Clerk Typist

Principal Tax Clerk/Typing

Principal Assessing Clerk

Principal Bookkeeping Machine Operator/Typing

Principal Payroll Clerk

Senior Police Records Clerk/Typing

Senior Police Records Clerk/Public Safety Telecommunicator

Public Safety Telecommunicator

Assistant Animal Control Officer

SUPERVISORY / TECHNICAL ASSISTANT

Level 5: Level V is a full step up from Level IV and generally includes all supervising level positions. The level includes:

- Supervising Bookkeeping Machine Operator
- Supervising Payroll Clerk
- Supervising Account Clerk
- Technical Assistant/Typing Office of Construction Official
- Deputy Municipal Court Administrator

\*After one year of service, Public Safety Telecommunicator Trainee shall be promoted to  
Public Safety Telecommunicator

SALARIES

A. Salary structure effective January 1, 2005. The Township of Vernon's new salary guide for employees will be shown on the following Schedule B salary guide. All employees on the payroll as of January 1, 2005 and who have left the employment of the Township during any year of the contract shall receive pro-rated increases retroactive to January 1<sup>st</sup> of the year in which they leave employment.

B. Schedule B is to be kept current each year by adding percentage increase negotiated for each and every contract to every step of each level. Other levels shall then be calculated at 15% increments and other steps shall be calculated in the following manner

- 4% shall be applied to Step 1 to calculate the Step 2 increase
- 8% shall be applied to Step 1 to calculate the Step 3 increase
- 12% shall be applied to Step 1 to calculate the Step 4 increase
- 16% shall be applied to Step 1 to calculate the Step 5 increase

C. For 2005, 2006 and 2007, the base increase shall be 3% for each year. This increase shall be applied to each Step on each level.

D. Step increases are to be given on the employee's anniversary date. Annual increases are effective January 1<sup>st</sup>. This step increase is to be given each year whether or not a current contract is negotiated. It is separate and in addition to any salary negotiated for during a contract.

## ARTICLE VI

### 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. Standard number of weekly hours for the communications operator/Police Department employees and the custodians will be forty (40) hours and all others will be thirty-five (35) hours.

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 Township Manager.

C. Overtime shall be computed and payment made on the following basis:

1. Up to the first eight (8) 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 forty-seven (47) minutes - forty-five (45) minutes pay.
5. Forty-eight (48) 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 with the approval of the Department Head. Compensatory time shall be arranged to be taken within thirty (30) days thereof at the option of the employee. Whenever the employee shall choose compensatory time off, they shall be entitled to one and one-half (1 1/2) hour off for each hour worked in excess of their normal hourly workweek. Compensatory time shall be used within three (3) months of it being earned. 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 his standard number of weekly hours.

E. Overtime checks shall be paid within two (2) weeks following the conclusion of the pay period in which the overtime was worked.

F. If an employee is recalled after leaving the work premises for the day, 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 (directly before or directly after) the employee has punched out for the day. The employee may leave when the recall assignment is completed. Such recall pay shall not apply to Article IV. F.

G. In the event a Public Safety Telecommunicator works through lunch they shall receive an extra half (1/2) hour pay.

H. Negotiations will be conducted in two (2) hour sessions (on the average). Members of U.A.W. Local #2326 will be guaranteed that half of this time will be during normal working hours and half of this time will be outside of working hours.

ARTICLE VII  
VACATIONS

Effective January 1, 1993, the following vacation is applicable to all employees in the Unit.

1. One (1) day per month from the date of hire to the following January 1st.
2. Completion of one (1) year through  
the completion of five (5) years.....12 days
3. From the sixth (6) year through  
the completion of ten (10) years.....15 days
4. From the eleventh (11) year through  
the completion of fifteen (15) years.....18 days
5. From the sixteenth (16) year through  
the completion of twenty (20) years.....20 days
6. From the completion of twenty (20) years.....25 days

A. Each individual employee, with prior approval of his/her Department Head, may of his or her own free will, defer all or a portion of vacation time until the following year. At no time, unless prior approval of the Township Manager is granted, shall an employee carry more than a total of two years' vacation time on the books at any one time.

B. All employees shall submit requests for vacation at least two (2) weeks in advance to their Department Head.

C. 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-week notice required by Section C. above shall be waived, provided that the permission can be granted without affecting the



operation of the Department.

D. A holiday falling within a vacation shall not be charged to the employee as a vacation day. Any such day(s) shall be credited back to the employee's vacation bank.

E. If a death in employee's family occurs while an employee is on vacation, any funeral leave day(s) shall not be charged as vacation. Any such day(s) shall be credited back to the employee's vacation bank.

F. When determining the schedules for vacation, seniority will be used as a tie-breaker in the event two or more employees request the same day or days.

#### ARTICLE VIII

#### SICK LEAVE

A. From time of employment, each employee shall be entitled to one (1) day per month until the next year January 1. After the first partial year, each employee shall be entitled to fifteen (15) days plus the time accrued before the first calendar year. Each employee shall be entitled to fifteen (15) days of sick leave for every year of employment thereafter. There is no limit to the amount of sick leave time that may be accumulated.

B. Sick leave can be utilized for the following reasons: personal illness, accident, exposure to contagious disease or for brief periods due to serious illness in the family.

C. Employees requesting sick leave must report their illness to their supervisor before their scheduled starting time. Failure to do so may result in denial of leave day or disciplinary action. Absence for five (5) consecutive days without notice shall constitute a resignation.

D. Employees absent ten (10) or more single days in one (1) calendar year shall be required

to submit medical evidence for each absence after the tenth single day. An employee who is absent for three (3) or more consecutive days, shall submit a doctors note prior to returning to work. Pursuant to the New Jersey Department of Personnel, the Township may require a doctor's note whenever such request appears reasonable.

E. Unauthorized absence is reason for disciplinary action.

F. In the event of serious illness or accident, the appointing authority may require a doctor's certificate indicating recovery.

G. Sick leave shall not be interpreted as including an extended period where the employee serves as a nurse or housekeeper during a protracted period of illness of a member of the family.

H. In all cases of reported illness or disability suffered by an employee, or a member of an employee's immediate family, when the employee takes such leave time, the Township reserves the right to send a medical physician to examine and report on the conditions of the patient to the Department Head. The Township agrees to provide the U.A.W. with a list of approved doctors - no less than four doctors. The employee reserves the right to select the doctor from the list.

I. During protracted periods of illness or disability of an employee or a member of the employee's immediate family, the Township Manager may require interim reports on the conditions of the patient at weekly or bi-weekly periods from the attending physician 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.

J. The provisions of this article shall 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.

K. 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 Township Manager may direct the employee to a Township Physician for an opinion as to the eligibility of the employee to be absent from work.

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

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

2. 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; subject to Paragraph M.

3. When an employee does not report to any physician.

M. The recommendation of the Township's 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 Township Manager. The Township Manager 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.

N. In charging an employee with sick leave, increments of full hours shall be charged. 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 work-day.

O. Sick leave in excess of the time prescribed by this Agreement may be granted at the discretion of the Township Manager when warranted by the employee's overall work record.

P. If an employee is absent from work for reasons that entitle them to sick leave, the Department Head or their designated representative shall be notified as early as possible, but no later than thirty (30) minutes prior to the start of the scheduled work shift from which they are absent. Failure to so notify the Department Head or their designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

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

**ARTICLE IX**  
**FUNERAL LEAVE**

A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay, but not to exceed five (5) working days.

B. 1. Five (5) working days leave shall be granted for the following: wife, husband, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, grandparent, grandchild and grandparents-in-law.

2. Three (3) working days leave shall be granted for the following: brother-in-law, sister-in-law, aunt, uncle, niece and nephew.

C. This leave will be used for bereavement, attendance at the funeral and to take care of

related personal matters at or around the time of death of a member of the immediate family. Reasonable verification of the event may be required by the Township. In the event that bereavement leave is requested more than 10 days after the date of the funeral, such leave must be approved in advance by the Township Manager and will be granted if good cause is shown for the delay in taking leave.

D. Such bereavement leave is in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

E. An employee may make a request of their Department Head, or their designated representative, for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Department Head or their designated representative shall be charged, at the option of the employee, either as a personal day, vacation day or against accumulated compensatory time off.

**ARTICLE X**  
**PERSONAL DAYS**

A. Effective January 1st of each year, employees shall be allowed four (4) personal business days not deducted from sick leave.

B. Applications in writing for a personal business day must be submitted to the Department Head at least three (3) calendar days in advance of the requested day, except in an emergency.

C. Personal business days shall not be taken on a day immediately prior to, or on the day immediately after, a holiday or vacation day, except in emergencies.

D. A new employee must have a minimum of one (1) year's service credit with the calendar

year before they is eligible for this benefit for the same calendar year.

E. Personal leave days may not be accumulated from year to year.

F. It is understood by the parties that personal leave days may not be taken for the purpose of extending weekends.

G. Personal days, being personal, shall not require clarification.

## ARTICLE XI

### BENEFITS

A. The Township shall provide hospitalization insurance coverage, dental insurance, and major medical insurance, which shall include a PPO plan, and is consistent with coverage offered to all other employees of the township.

B. The Township has the right to change insurance carriers or institute self-insurance programs as long as the same benefits are provided.

C. The Township shall provide 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.

D. Employees will be entitled to one (1) fifteen (15) minute break in the morning to be scheduled by the Department Head to insure a normal and efficient operation of the Township. All employees will be entitled to forty-five (45) minutes for lunch. Employees who take longer

than a forty-five (45) minute lunch, may subject themselves to disciplinary action.

E. The Township agrees to provide a \$10,000 Life Insurance Policy for each employee.

F. Individuals employed by the Township of Vernon who retire within the meaning of PERS and who have served in a full time capacity in Vernon Township for at least 20 years, shall be entitled to receive health benefits after retirement up until they reach the age of 65 with coverage equal to that of an active duty employee. When the retiree reaches the age of sixty-five (65), the Township shall provide the retiree with a supplemental integrated coverage policy which shall be secondary to the retiree's Medicare coverage, provided that the total available coverage is equal to that of an active duty employee.

G. Upon the death of the retired employee, coverage will be continued for his or her spouse, provided that the employee was married to the spouse at the time of their retirement, and will be continued for his or her dependent children, provided the children were designated as dependents at the time of the employees retirement, until the death or remarriage of the spouse, or until receipt of other coverage by that spouse, or until the spouse reaches the age of sixty-five (65), whichever occurs first.

H. After retirement, no new dependents may be added to the employee's coverage. However, if a retired employee who had coverage for his or her spouse at the time of retirement remarries, the new spouse may receive coverage as provided for in paragraph G above. However, upon the death of that employee, all coverage's for the new spouse will terminate.

I. A retired employee may apply not to be covered for medical insurance under the Township's insurance plan in exchange for a cash payment equal to one-half of the savings on the costs to the Township for providing coverage to said employee for one year. The employee may not, thereafter, apply to rejoin the Township insurance plan.

J. When determining the schedules for shifts, seniority shall be used as a tie-breaker in the event two or more employees request the same shift.

K. Employees covered by this agreement shall be enrolled in a program which is comparable to the state of New Jersey Disability Plan.

## ARTICLE XII

### HOLIDAYS

A. All employees shall receive credit for a day off for the following holidays listed below, although they may be required to work on the holiday itself because of shift duties:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Easter Sunday (for Public Safety Telecommunicators and Police Records Clerks only)
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

B. Public Safety Telecommunicators and Police Records Clerks will not lose holiday time due to the scheduling needs of management. Management will work out a schedule, which allows Public Safety Telecommunicators and Police Records Clerks to either take their holidays



or receive payment for unused holidays as per Paragraph D. Management retains all rights to determine priorities in the rescheduling of holiday time.

C. If an employee is scheduled to work on a holiday, or if the holiday falls on the employee's regularly scheduled day off, or during an employee's vacation period, the employee shall be entitled to take a compensatory day off, at the employee's discretion with the approval of the Department Head. All compensatory days off must be taken prior to the end of the calendar year.

D. Public Safety Telecommunicators, Senior Police Records Clerk/Typing and Senior Police Records Clerk/Public Safety Telecommunicators will be paid for Holidays not taken. Payment for said Holidays shall be twice a year - once in June, for holidays not taken through the first half of the calendar year, the other in December of each year.

E. Employees must submit written notification no later than August 31<sup>st</sup> of each year of their reasonable intent to be paid for holidays remaining through the end of the year.

### ARTICLE XIII

#### PERFORMANCE OF HIGHER DUTIES

A. The Department Head may appoint an employee under their jurisdiction to perform the duties of a higher rated position without an increase in pay for a period of no more than ten (10) working days in a calendar month. An employee shall not be permitted to work in a higher rated position for more than ten (10) days in any calendar month without first notifying and receiving approval from the Department Head AND the Township Manager. If the Township Manager approves such a change in job duties beyond the first ten (10) days permitted, it shall be done so in writing and the employee shall receive the salary commensurate with the higher rated position for all days worked. Any employee who works beyond ten (10) days in a higher rated position without prior approval from the Township Manager shall not be compensated

for such time.

ARTICLE XIV  
TUITION REIMBURSEMENT

A. If a supervisor, under the direction of the Township Manager, directs that an employee must take a job-related course, the Township shall reimburse the employee for tuition expenses and mandatory books and materials incurred immediately upon satisfactorily completing the course. Mileage at the New Jersey State prevailing rate per mile shall also be reimbursed and a meal allowance of \$10 shall be reimbursed for a full day of required training if it is not included in tuition. Mileage shall only be reimbursed if a township vehicle is unavailable.

B. Only courses and books/materials which are job-related shall be eligible for reimbursement by the Township. Any determination by the Township as to whether a course is job-related shall be non-grievable.

C. To be eligible for such reimbursement, the employee must remain with the Township for a period of one (1) year after completion of the job-related course.

D. Employees will receive compensation or compensatory time off for all job-related courses and seminars which employees are required to attend on their own time. Use of compensatory time shall be by the end of the year in which it is accrued.

ARTICLE XV  
JURY LEAVE

A. A regular full-time employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court, shall be paid by the Township the difference between his/her 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 his/her supervisor immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. No employee is attending jury duty during vacation and/or other time off from Township employment; and
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, he/she is released by the Court prior to one o'clock p.m. that employee shall be required to return to work by two o'clock p.m. that day in order to receive pay for that day.

ARTICLE XVI  
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 without pay subject to the approval of the Township Manager.
- C. Extensions of a leave of absence may be granted by the Township Manager for an additional period not to exceed six (6) months.
- D. The Township shall abide by the terms and conditions of the Family and Medical Leave

Act of 1993.

E. Employees shall be entitled to no more than three (3) days paternity leave with pay for the birth of their child.

**ARTICLE XVII**  
**NON-DISCRIMINATION**

A. The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, age or political affiliation.

B. The Township and the Union agrees that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the union.

**ARTICLE XVIII**  
**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 on its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his/her 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, walk-out, of 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 compliance with the Union Order. Nothing contained in this 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 by the Union or its members.

## ARTICLE XIX

### UNIFORMS

A. Effective January 1, 2005, and during the term of this contract, the uniform allowance shall be \$700 for Public Safety Telecommunicators, Police Records Clerks and the staff of the Animal Control Department. Payments shall be in two (2) semi-annual installments. Public Safety Telecommunicators, Police Records Clerks and the staff of the Animal Control Department may purchase clothing to be utilized as uniforms at other than uniform stores

providing that such clothing meets with the approval of the Police Chief.

**ARTICLE XX**

**BULLETIN BOARDS & ORIENTATION**

A. Bulletin boards shall be made available by the Township for the use of the U.A.W. for the purpose of posting U.A.W. announcements and other information of a non-controversial nature. The Department Head may have removed from the Bulletin Boards any material, which does not conform to the intent and provision of this Article.

B. All new employees falling within the domain of the Union shall be entitled to an orientation period with the union shop stewards or other authorized person.

C. When a complaint has been made against an employee, that employee shall be informed, in writing, of the nature of the complaint, prior to any investigation of such complaint; and shall be informed, in writing, in a timely fashion as to the results of the investigation and proposed disciplinary action. This does not, however, include criminal investigations nor does it include evaluation from the Department of Personnel.

**ARTICLE XXI**

**AGENCY SHOP**

A. Any full time employee in the negotiations unit on the effective date of this Agreement who does not join the union within thirty (30) days thereafter or any new employee who does not join within thirty (30) days of the initial employment within the unit, whichever is sooner, shall as a condition of employment, pay a representative fee to the union by automatic payroll deduction. The representation

fee shall be in an amount to 85 percent of the regular Union membership dues, fees, and assessments as certified by the Union to the Employer.

B. The Union's entitlement to the representation fee shall continue beyond the termination date of the Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the Employer.

C. The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to representation fee assessments, time for representation payments, and all other questions relating to the agency shop shall be made in accordance with N.J.S.A 34:13 A-1 et seq. and the application regulations, provided that membership in the Union is available to all covered employees on an equal basis and it maintains a demand and return system which complies with the requirements of the law. The payroll deductions for such representation fee shall be made pursuant to the procedure established for regular union dues, except that the authorization assignment form need not be executed by the employee.

D. Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the Union shall provide all persons subject to the fee with an adequate explanation of the basis of the fee. The statement provided to the affected employees shall be consistent with the New Jersey Administrative Code provisions on providing annual notices and a copy to employees, The Union shall provide a copy of the demand and return system to the employer prior to the commencement of payroll deductions of the representation fee in lieu of dues for any affected employee.

ARTICLE XXII

SHIFT COVERAGE - COMMUNICATIONS CENTER

A. In the event a Public Safety Telecommunicator is unable to perform a tour of duty due to leave (i.e., sick leave, funeral leave, personal leave, holiday, vacation), the on-duty Public Safety Telecommunicator will arrange coverage for the shift in accordance with the following procedure:

1. Off duty full-time Public Safety Telecommunicator will be contacted first to fill the shift on an overtime basis.

2. In the event there are not full-time Public Safety Telecommunicators available to fill the shift for overtime, the on-call Public Safety Telecommunicator will be contacted.

3. If coverage cannot be arranged through utilization of an off-duty employee, the township will require that the on-duty Public Safety Telecommunicator or Records Clerk/Public Safety Telecommunicator remain on duty until relieved by another Public Safety Telecommunicator or Police Records Clerk/Public Safety Telecommunicator. The township shall bring in an off-duty Public Safety Telecommunicator or Records Clerk/Public Safety Telecommunicator for coverage.

4. During the eight (8) to four (4) and the four (4) to twelve (12) shifts, there shall be scheduled to work, no less than two (2) Public Safety Telecommunicators.

B. A change in shifts may only be made with ten (10) days prior notice. A change in shift may only be made with fourteen (14) days prior notice.



ARTICLE XXIII  
DEFERRED COMPENSATION PLANS

A. The Township has implemented a deferred compensation program for the benefit of all Township employees and will continue to maintain such program so long as it remains a no cost program to the Township.

ARTICLE XXIV  
JOB NOTICES

- A. The Township shall post any job openings and the Union shall be notified.
- B. In cases where qualifications of employees and/or applicants seeking a job are deemed by the Township Manager to be equal, seniority of existing employees shall prevail. It is the intention of this provision to permit management to select the best qualified candidate for a position even though more senior employees may be qualified. This provision is not to be construed as limiting or restricting management rights or requiring either the promotion or hiring of an individual for a position because that individual may meet the minimum qualifications of the position.

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 and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE XXVI**  
**FULLY BARGAINED AGREEMENT**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues, which were, or could have been, the subject of negotiations except new titles and salaries. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and 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**

A. This Agreement shall be in full force and effect as of January 1, 2005 and shall remain in effect up 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 and fifty (150) days nor no later than one hundred and twenty (120) days prior to the expiration of this Agreement.

B. IN WITNESS THEREOF, the parties have hereunto set their hands and seals at the Township of Vernon, New Jersey, on this 12th day of April, 2006.

**DISTRICT #2326 OF THE U.A.W.**

**TOWNSHIP OF VERNON**

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*Joseph [unclear]*  
*Catherine Cunningham*

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*[Signature]*  
*Dr. [unclear]*

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