

AGREEMENT

BETWEEN

TOWNSHIP OF VERNON

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,

COUNCIL NO. 52 - VERNON TOWNSHIP LOCAL #3181

January 1, 1996 through December 31, 1998

## TABLE OF CONTENTS

Article I	Preamble	2
Article II	Management Rights	3
Article III	Personnel Files	5
Article IV	Grievance Procedure	6
Article V	Salaries & Longevity	8
Article VI	Overtime	10
Article VII	Vacations	12
Article VIII	Sick Leave	14
Article IX	Funeral Leave	17
Article X	Insurance	18
Article XI	Holidays	19
Article XII	Jury Leave	20
Article XIII	Leave of Absence	21
Article XIV	Personal Days	22
Article XV	Maintenance of Work Operations	23
Article XVI	Uniforms	24
Article XVII	Probationary Period	25
Article XVIII	Bulletin Boards	26
Article XIX	Department Vehicles	27
Article XX	Damage to Township Equipment	28
Article XXI	Outside employment	29
Article XXII	Employee Rights	30
Article XXIII	Separability & Savings	31
Article XXIV	Fully Bargained Agreement	32
Article XXV	Duration	33

**ARTICLE I**

**PREAMBLE**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 19 \_\_ 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, AFL-CIO 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 bargainable issues 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 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 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 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 judgement and discretion in connection therewith shall be limited only by the 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 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 his/her personnel file, but this appointment for review must be made through the Director of Public Works or his designated representative.
- C. Whenever a written complaint concerning an employee or his actions is to be placed in his personnel file, a copy shall be made available to him to read and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his 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 for the purpose of resolving the matter informally. Failure to act within five (5) 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 grievant. The Director of Public Works or his designated representative will answer the grievance, in writing, within five (5) working days of receipt of the written grievance.

Step Two: If the UNION wishes to appeal the decision of the Director of Public Works, such appeal shall be presented, in writing, to the Township Administrator within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Administrator 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 Administrator, such appeal shall be presented, in writing, to the Township Committee within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The

Township Committee 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.

E. Step Four. If the grievance is still unsettled, the Union may within five (five) 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 or through the processes of the American Arbitration UNION. the arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. the fees of the arbitrator shall be bone by the parties equally.

F. Upon prior notice to and authorization of the Director of 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.

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 thereunder, 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.

H. 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, 1996 and January 1, 1997 and January 1, 1998 all employees shall receive pay increases as follows: January 1, 1996 - 3% increase, January 1, 1997 - 4% increase and January 1, 1998 - 4% increase in accordance with the attached Salary Ordinance and Salary Guide.

**B. LONGEVITY:**

In addition to salaries, members shall receive longevity as follows, effective January 1, 1996.

- |                                                                            |    |
|----------------------------------------------------------------------------|----|
| 1. Less than five (5) years of continuous service                          | 0% |
| 2. After five (5) years to ten (10) years of continuous service            | 3% |
| 3. After ten (10) years to fifteen (15) years of continuous service        | 4% |
| 4. After fifteen (15) years to twenty (20) years of continuous service     | 5% |
| 5. After twenty (20) years to twenty-five (25) years of continuous service | 6% |
| 6. After twenty-five (25) or more of continuous service                    | 7% |

Continuous years of service shall be calculated. The maximum dollar figure to be paid for longevity is \$4,000.00. Longevity shall not apply to any employee hired after January 1, 1996.

C. To receive longevity pay, an employee must be in paying status as of the end of the year. For the purposes of longevity, years of service shall be on the anniversary date after completion of the minimum years indicated. The date of payment shall be on or before his/her anniversary date.

**D. PERFORMANCE OF HIGHER DUTIES:**

If an employee works in a higher paid position for thirty (30) consecutive working days, 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, 1993:

**GROUP I:**

Laborer  
Garage Attendant  
Storekeeper  
Building Maintenance Worker

**GROUP II:**

Road Repairman  
Senior Garage Attendant  
Senior Storekeeper

**GROUP III:**

Senior Road Repairman  
Truck Driver  
Motor Vehicle Operator Elderly & Handicapped (Full time/Part time/Substitute)

**GROUP IV:**

Mechanic  
Mechanic Repairman  
Mechanic Truck Driver  
Equipment Operator

**GROUP V:**

Heavy Equipment Operator

**GROUP VI:**

Supervisor, Roads

---

## 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. The standard number of weekly hours shall be forty (40) or on a call-out situation. A standard work week 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 days' 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 have 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-two (22) 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. Compensatory time shall be arranged to be taken within thirty (30) days thereof except in emergency circumstances. Whenever the employee shall choose compensator time off, he shall be entitled to one and one-half (1 1/2) hours off for each hour worked in excess of his normal hourly work week. 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 his standard hourly rate for each hour worked in excess of his normal hourly work week. Employees may be allowed to "bank" comp time at the rate of time and one-half for every overtime hour worked. The amount of "bank" may not exceed

five (5) 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 four (4) months of being earned, the employee loses the time. No more than two (2) employees shall be on vacation or long term absence from work from November 15 to April 15. Banked comp time must be used in eight (8) hour blocks.

E. If an employee is recalled, he shall receive a guarantee of two (2) 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 his designee shall have the right to retain the employee for the full two (2) hour period.

F. Department of Public Works employees covered under this contract who work forty hours per week, being the hours of 7:00 a.m. to 3:30 p.m., Monday through Friday for road workers and flexible hours for those workers holding the title of Bus Driver (Motor Vehicle Operator/Handicapped and Elderly) as may be determined by the Senior Council and the Township, shall receive regular pay. 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 VI with the consent of the Director of 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 VI, paragraph F; paragraph 2 of Article II shall prevail.

F. 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. The "on-call" crew shall be on a rotating basis for one (1) week intervals. For the purpose of quick response, the on-call crew will be supplied with "pagers" or "beepers" to be supplied by the Township. The response time allowed for an on-call employee to respond to the Garage is 45 minutes unless the director is informed to the contrary.

2. Employees supervising the Recycling Center shall receive one and one-half (1 1/2) times their regular pay when in excess of the forty (40) hour requirement.

G. 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 his designee to insure smooth operation of the Department.

H. All employees will be entitled to thirty (30) minutes for lunch at work location.

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

## ARTICLE VII

### VACATIONS

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

<u>YEARS OF SERVICE:</u>	<u>1996, 1997 and 1998</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 20 Years	20 Days
Over 20 Years	25 Days

- A. An employee with prior approval of the Director of Public Works may charge a single day or two against his/her vacation time, but no more than five (5) vacation days shall be used in this manner for that purpose during any year.
- B. 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.
- C. 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 Committee.
- D. All employees shall submit requests for vacation at least two (2) weeks in advance to the Director of Public Works.
- E. 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.
- F. Only three (3) road employees; one Crew Supervisor and one shop employee may be on vacation at any one time. The Director of Public Works in his sole discretion retains the right to allow more than three (3) employees and one (1) Crew Supervisor on vacation at any one time, April 15th through November 15th.
- G. From November 16th through April 14th, only two (2) road employees; one (1) Crew Supervisor and one (1) shop employee may be on vacation at any one time. The Director of Public Works in his sole discretion

retains the right to allow more than two (2) employees and one (1) Crew Supervisor on vacation at any one time.

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

I. 1. From November 16th through April 14th, the Director of Public Works may at his/her sole discretion extend vacations to include the weekend immediately following the week(s) of vacation if staffing requirements permit. The decision of the Director of Public Works is non-grievable.

2. From April 15th through November 15th, the weekend immediately preceding and the weekend immediately following the week(s) of vacation shall be included as part of the vacation.

## ARTICLE VIII

### 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 nurse-maid. "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 and is non-grievable. The employee shall be limited to five (5) Family Sick days per year unless there is an emergent condition and the Director is notified in advance or as soon as possible.

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) day 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 appointing authority 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 appointing authority 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 an opinion 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 employees 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 work day.

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 him to sick leave, the Department Head or his 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 he is absent. Failure to so notify the Department Head or his 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 his 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 \$4,000.00.

O. Employees who retire within the meaning of P.E.R.S. (i.e., 25 years of service and/or 55 years of age or older) shall be entitled to the payment of their medical insurance thereafter.

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

3. Medical Certificates, completed by his/her physician, must be provided by the employee to the Township of Vernon Personnel Office.

4. Before an employee may return to work, he/she must provide a written release from his/her physician.

**Q. PARENTAL LEAVE:**

Parental leave of up to three (3) days may be charged to sick leave. Such days to be taken between date of birth and one week following release of child from hospital.

**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 1/4) 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 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 employees 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.

## 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 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, child, brother, sister, parents, grandparents, grandchild, mother-in-law and father-in-law of the employee. Such determination shall be non-grievable.
- C. Three (3) working days leave shall be granted for the following: brother-in-law, sister-in-law, 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 his 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 his 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 X

### INSURANCE

- A. The Township shall provide hospitalization insurance coverage, dental insurance and major medical insurance in effect during the year 1992, except that effective September 1, 1993, the Township may implement an 80/20 comprehensive major medical plan up to \$2,000.00 per person for up to two (2) people per family with a \$100.00 deductible per person up to two (2) people per family, or the Township may also implement a Preferred Provider Organization (PPO) Plan with an out-of-network component which is similar to the above described comprehensive major medical plan.
- B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are 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 does not include eye examination unless eyes are damaged by job related accident. The Township agrees to pay for replacement of frames up to \$120.00, broken due to job related accident.
- D. The Township agrees to provide a \$10,000.00 Life Insurance Policy for each employee.

## **ARTICLE XI**

### **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 or Easter Sunday; 6:00 p.m. on Christmas Eve/New Year's Eve to midnight Christmas Day/New Year's Day; he shall receive double his 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, any holidays which occur during a vacation will be added to the vacation period.

**ARTICLE XII**

**JURY LEAVE**

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between his 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 immediately upon receipt of a summons for jury service.
2. The employee has not voluntarily sought jury service.
3. The employee is 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, he or she is released by the Court prior to twelve (12) Noon o'clock a.m., that employee shall be required to return to work by one o'clock that day in order to receive pay for that day.

**ARTICLE XIII**

**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 Committee.

C. Upon application for a leave of absence, the employee shall specify whether or not he/she wishes 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 XIV**

**PERSONAL DAYS**

- A. Effective January 1, 1992, employees shall be allowed four (4) personal business days not deducted from sick leave.
- B. A new employee must have a minimum of one (1) year's service credit with the calendar year before he/she is eligible for this benefit for the same calendar year.
- C. A Personal Day may be used at any time with notice given at least one half (1/2) hour before the work day begins. Two (2) days notice should be given if possible.
- D. Personal leave days may not be accumulated from year to year.

## ARTICLE XV

### 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 his 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 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 XVI

### UNIFORMS

- A. The Township agrees to provide a uniform maintenance allowance in the amount of four hundred dollars (\$500.00) per permanent employee for each year of this contract period.
- B. Uniforms lost or destroyed by employee negligence shall be replaced at the employee's own expense.
- C. Uniforms shall be of one color as approved by the Director of Public Works.
- D. Uniforms shall have the employees 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.
- E. 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.
- F. Uniform allotment shall include work shoes and shall be suitable for the type of work required in the employees job with the Department of Public Works and shall be included in the uniform dress requirements and approved by the Director of Public Works.
- G. Employees may from their allotment purchase and wear 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. All clothing worn as a substitute for safety vests or belts must be approved by the Director of Public Works.
- H. Allotments shall be paid in two (2) equal installments of each approved contract year. Any adjustments in the contract will be in the October payment. The first installment will be given on or before April 15th, and the second installment will be paid on or before October 15th within the contract years of 1996, 1997 and 1998. Newly hired employees will receive a uniform allotment after completion of his or her probationary period. This allotment will be pro-rated on a quarterly basis starting from date of hire.
- I. Failure to comply with uniform regulations shall be cause for disciplinary action, with the exception of emergency call-ins.

## ARTICLE XVII

### 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 XVIII**

**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 may have removed from the bulletin boards any material which does not conform with the interest and provision of this Article.

## ARTICLE XIX

### • DEPARTMENT VEHICLES

The Township shall maintain vehicles in a safe manner as determined by the Director of Public Works in conjunction with the Garage Superintendent.

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

The Township shall provide safety equipment as provided by law.

**ARTICLE XX**

**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.
- 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 Administrator 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 XXI**

**OUTSIDE EMPLOYMENT**

- A. Employees shall be entitled to engage in any lawful activity and obtain any lawful work while off duty.
- B. It is understood that the full-time employees will consider their position with the Township as their primary job. Any outside employment must not interfere with the employee's efficiency or overtime requirements in his position with the Township and must not constitute any conflict of interest.
- C. No employee planning to, or engage, in outside employment during the off-duty hours shall be permitted to wear any uniform or clothing supplied to him by the Township.

**ARTICLE XXII**

**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. 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.

**ARTICLE XXIII**

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



**ARTICLE XXIV**

**. FULLY BARGAINED AGREEMENT**

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. 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, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE XXV**

**DURATION**

This Agreement shall be in full force and effect as of January 1, 1996 and shall remain in effect to and including December 31, 1998, 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.

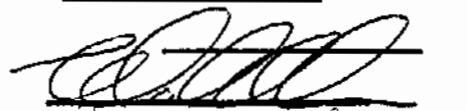
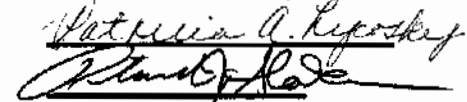
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Vernon, New Jersey on this \_\_\_\_ day of \_\_\_\_\_, 1995.

LOCAL #3181

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

TOWNSHIP OF VERNON

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
*Patricia A. Liposky*  
  
\_\_\_\_\_

WITNESS

WITNESS