

AGREEMENT

BETWEEN

THE TOWNSHIP OF VERNON

AND

U.A.W. LOCAL #2326

January 1, 2016 through December 31, 2020

TABLE OF CONTENTS

Preamble 1

Article I – Recognition..... 1

Article II – Management Rights..... 2

Article III – Check-Off..... 4

Article IV – Grievance Procedures 5

Article V – Job Steps and Levels; Salaries 9

Article VI – Standard Work Hours; Breaks; Overtime 12

Article VII – Vacations 14

Article VIII – Sick Leave 16

Article IX – Bereavement Leave..... 19

Article X – Personal Leave Days 20

Article XI – Insurance 21

Article XII – Holidays..... 23

Article XIII – Performance of Higher Duties..... 24

Article XIV – Tuition Reimbursement 25

Article XV – Jury Duty 26

Article XVI – Leave of Absence..... 27

Article XVII – Non-Discrimination 27

Article XVIII – Maintenance of Work Operations 28

Article XIX – Uniforms 29

Article XX – Bulletin Boards and Orientation..... 29

Article XXI – Agency Shop 30

Article XXII – Shift Coverage – Communications Center 31

Article XXIII – Deferred Compensation Plans 32

Article XXIV – Job Notices 32

Article XXV – Separability and Savings 32

Article XXVI – Fully Bargained Agreement 33

Article XXVII – Duration 33

PREAMBLE

THIS AGREEMENT, effective on the 1st day of January, 2016, by and between the TOWNSHIP OF VERNON, County of Sussex, a Municipal Corporation of the State of New Jersey, (the "Township") and U.A.W. LOCAL #2326 (the "Union") represents the complete and final understanding on all issues subject to collective bargaining 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 that are not confidential, management or supervisory in nature, 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. Probationary Employees are defined as employees in the first ninety (90) days of employment. These employees are not part of the Union and such have no representation by UAW Local #2326.

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 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 N.J.S.A. 40A:1-1, et seq., or any other federal or state law or regulation or local ordinance.

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. 52:14-15.9(e), as amended.

B. A check-off shall commence for each employee who signs an authorization card, supplied by the Union and verified by the Mayor, 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 Mayor 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 Mayor or his/her designee. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9(e) 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 Division or Department Head.

C. 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.

D. 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.

E. 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:

1. **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 by the employee or the Union within 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.

2. **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.
3. **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.
4. **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 Mayor within ten (10) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Mayor, or his/her designee shall respond, in writing, to the grievant within fifteen (15) working days of the submission.

The Mayor, or his/her designee will make a good faith effort to respond prior to the fifteenth (15) day.

5. **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. The parties direct the arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute. 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 24 hours 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 Civil Service Commission, the grievance shall be canceled and the matter withdrawn from this procedure. In the event the grievant pursues his/her remedies through the Civil Service Commission, 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 or reductions in force pursuant to Civil Service Commission procedures.

ARTICLE V
JOB STEPS AND LEVELS; SALARIES

A. Steps and Levels are described as follows:

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 Mayor, or his/her designee 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 I: Includes the entry level position currently covered by the U.A.W. Contract.

The level includes:

Keyboarding Clerk 1 (01268)

Animal Attendant (00263@)

LEVEL II: Includes positions in which additional skills are required and/or responsibility above the entry level position. The level includes:

Clerk 1 (01245)

Account Clerk (00001)

*Public Safety Tele-communicator Trainee (06229 and 07418)

Records Support Technician I (56562)

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

Clerk 2 (03247)

Keyboarding Clerk 2 (03256@)

Public Safety Tele-communicator (1-5 years) (01296@ and 06251)

Senior Account Clerk (03165@)

Records Support Technician 2 (56563)

Assistant Animal Control Office (00312@)

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

Principal Account Clerk (02755)

Records Support Technician 3 (56564)

Public Safety Tele-communicator (6 years and over) (01296@ and 06251)

**Technical Assistant Construction Official (05193)

**Deputy Municipal Court Administrator (07796 and 07903)

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

Technical Assistant Construction Official (05193)

Deputy Municipal Court Administrator (07796 and 07903)

*After six months of service, Public Safety Tele-communicator Trainee will go to Step 2 and after one year of service shall be promoted to Public Safety Tele-communicator (Level III).

**Level IV: Technical Assistant Construction Official and Deputy Municipal Court Administrator positions hired after 01/01/2016.

NOTE: If an employee is promoted from one level to the next, he/she would receive the salary for the step that is at the next higher pay rate from their current rate of pay, so that they would not be receiving less than his/her current salary.

B. **SALARIES**

The salaries for Employees covered by this Agreement shall be as set forth on Schedule A annexed.

Effective 1/1/2016 1.50% increase to base salary to all levels at all steps.

Effective 1/1/2017 1.50% increase to base salary to all levels at all steps.

Effective 1/1/2018 1.50% increase to base salary to all levels at all steps.

Effective 1/1/2019 1.50% increase to base salary to all levels at all steps.
Effective 1/1/2020 1.50% increase to base salary to all levels at all steps.

Step increases are to be given on the employee's anniversary date. Annual increases are effective January 1st. All employees on the payroll as of January 1, 2016 and who have retired under the definition of P.E.R.S. from the Township during any year of the contract shall receive pro-rated increases retroactive to January 1st of the year in which they leave employment.

C. **Longevity**

1. Only employees hired and working for the Township prior to January 1, 1996 are eligible to receive longevity payments. Should an employee who currently qualifies for longevity leaves the service of the Township and subsequently be re-employed by the Township, he or she will not be eligible for longevity.
2. The Township shall pay longevity based on the following:

Completed Years of Service	Percentage
11-15	5
16-20	6
21-25	7
26 and up	8

3. The maximum dollar figure to be paid for longevity is \$ 4,000.00.
4. Payment for longevity shall be on or before the anniversary date.
5. Longevity payments due as of the execution of this Agreement shall be made retroactively.

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

D. **TAC Officer/Training Officer (Dispatch)**

A Public Safety Tele-communicator designated by the Chief of Police as the TAC Officer and/or Training Officer shall receive a stipend of \$1,500 per duty in addition to their salary. This stipend would be effective from January 1, 2016 and would be paid in two payments semi-annually in May and November of each year. The Chief of Police has the right to assign both duties to one employee or assign two employees each duty.

ARTICLE VI
STANDARD WORK HOURS; BREAKS; OVERTIME

A. The standard number of weekly hours for the communications operator/Police Department employees shall be forty (40) hours. The standard number of weekly hours for all other employees covered by this Agreement shall be thirty-five (35) hours. 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.

B. Employees are 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. Employees are also entitled to forty-five (45) minutes for lunch. Employees who take longer than a forty-five (45) minute lunch may be subject to disciplinary action.

C. 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. 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 Mayor, or his/her designee.

D. 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.

E. 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 three (3) months of accrual, at the option of the Township. An employee who chooses compensatory time off shall be entitled to one and one-half (1 1/2) hour off for each hour worked in excess of his or her normal hourly workweek. All compensatory time shall be used

within three (3) months of accrual. 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 or her standard hourly rate for each hour worked in excess of the standard number of weekly hours.

F. Overtime shall be paid in accordance with the payroll schedule and time sheets.

G. An employee who is recalled after leaving the work premises for the day shall receive a minimum 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 be required to remain at work during the entire three-hour period even if the event necessitating the recall has concluded prior to the end of that time.

H. An animal control employee who is called out when on stand-by and/or emergency shall receive a minimum of three (3) hours overtime pay. The employee may be required to remain at work during the entire three-hour period even if the event necessitating the call out has concluded prior to the end of that time. Such call out pay shall only apply once in any 24-hour period.

I. In the event a Full-time Public Safety Tele-communicator, including trainees, are required to work through lunch, he or she shall receive an extra half (1/2) hour pay.

ARTICLE VII
VACATIONS

A. Paid vacation is one of the ways the Township recognizes length of service and performance and to show our appreciation by providing time off with pay.

All employees in the Union are eligible for vacation. Eligible employees earn a paid vacation based on length of continuous service, starting with their first year and increasing throughout their service in a pre-determined accrual formula.

<u>YEARS OF SERVICE:</u>	<u>NUMBER OF VACATION DAYS</u>
Less than 1 Year	12 Days(pro-rated)
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

An employee who works less than a calendar year shall accrue the above-stated vacation days on a pro-rated basis, i.e., commensurate with the time actually worked. Employees may, with the permission of the Mayor, or his/her designee, use un-accrued vacation time up to the allotted amount based on years of service. Such permission shall not be unreasonably withheld.

B. Each employee may, with prior approval of his or her Mayor or Business Administrator, defer all or a portion of vacation time until the following year. Each police department employee may, with the approval of the Chief of Police, defer all or a portion of vacation time until the following year. All such deferred vacation time shall be used by the end of the following calendar year.

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

D. When an employee requests permission to use an individual vacation day or part thereof, such requests shall be granted at the discretion of the Department Head. When permission is sought to use an individual day, three (3) working days shall be required, provided that the

permission can be granted without affecting the operation of the Department.

E. 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.

F. 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.

G. When determining the schedules for vacation, requests shall be granted based upon whomever requested the time first. In the event that 2 or more persons request the same time off at the same time; requests shall be granted based upon seniority.

ARTICLE VIII
SICK LEAVE

A. "Sick leave" shall mean the absence from post or duty because of illness, accident or exposure to a contagious disease of the employee, or the brief absence from post or duty due to the illness, accident or exposure of an employee's immediate family member. "Immediate family member" means the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sister or brother. It also includes those persons in a "step" relationship. Additionally, immediate family must reside with the employee or be primarily dependent on the employee. Dependency shall be determined by the Mayor, or his/her designee.

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 at a rate of one and one quarter (1 1/4) days a month.

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.

D. Employees absent -seven (7) or more single days in any calendar year shall be required to submit medical evidence for each absence after the seventh single day. An employee who is absent for three (3) or more consecutive days, shall submit a doctor's 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. Absence for three (3) consecutive days without notice shall constitute a resignation. "Absent without notice" shall not apply in situations where the employee, due to a medical condition or other emergency, was unable to call in to the Township. Whether an employee was absent without notice will be decided on a case by case basis by the Mayor or Business Administrator.

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 Mayor, or his/her designee 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 Mayor, or his/her designee may direct the employee to the Township Physician whose name appears on the aforementioned list 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.

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 Mayor, or his/her designee. The Mayor, or his/her designee 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 at the Township's expense.

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

O. 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.

P. Sick leave in excess of the time prescribed by this Agreement may be granted at the discretion of the Mayor, or his/her designee when warranted by the employee's overall work record.

Q. 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 one (1) hour 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.

R. Employees who retire within the meaning of P.E.R.S. (according to the employee's tier in P.E.R.S.) shall be entitled to one-half of the sick leave days accumulated up to a cap of \$7,500.00.

ARTICLE IX
BEREAVEMENT LEAVE

- A. Bereavement Leave for all Employees is determined as follows:
 - 1. Five (5) working days leave shall be granted for husband, wife, life mate, child, brother, sister, parents, grandparents, grandchild, and step-relations and in-law relations for all of these categories.
 - 2. Three (3) working days leave shall be granted for aunt, uncle, nieces, nephews, and cousins of the employee or the employee's spouse or life mate.
 - 3. Time off without loss of pay shall be from the day of death or the day of the funeral, except in special circumstances which will be approved by the Mayor or his/her designee.
- B. Reasonable verification of the event may be required by the Employer.
- C. Such bereavement leave shall not be deducted from vacation time, personal days, holidays, nor sick time; however, such bereavement leave is not in addition to any sick leave falling with the time of the bereavement.
- D. An employee may make a request of his or her Department Head or 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 LEAVE DAYS

A. All employees with over one (1) full year of service shall be allowed twenty-eight (28) or thirty-two (32) personal hours per year (based on weekly hours worked). Any employee who works less than a calendar year shall accrue the above-stated personal days on a pro-rated basis, i.e., commensurate with the time actually worked. Employees may, with the permission of the Mayor, or his/her designee, use unaccrued personal time up to the allotted amount. Such permission shall not be unreasonably withheld.

B. Applications in writing for a personal leave 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 leave days may not be accumulated from year to year.

D. An employee is not required to give a reason when requesting a personal leave day.

ARTICLE XI
INSURANCE

A. The Township shall provide hospitalization insurance coverage including PPO health plan, dental insurance, and major medical insurance 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. The Township has the right to offer additional, low-cost health plans to the employee.

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 as provided by law. Effective January 1, 2016, all employees shall contribute a percentage of their health care premium, which shall be based on the employee's base salary and cost of coverage pursuant to N.J.S.A . 40A:10-21.

D. The Township agrees to provide a \$12,500 Life Insurance Policy for each employee.

E. Individuals employed by the Township of Vernon as of December 31, 2011, 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.

F. Upon the death of a retired employee who was employed by the Township as of December 31, 2011, coverage will be continued for his or her spouse or same or opposite sex domestic partner, provided that the employee was married or domestically partnered at the time of his or her retirement, and will be continued for his or her dependent children, provided the children were designated as dependents at the time of the employee's retirement, until the death, remarriage or repartnering of the spouse or partner, or until receipt of other coverage by that spouse or partner, or until the spouse or partner reaches the age of sixty-five (65), whichever occurs first.

G. For employees commencing employment with the Township on or after January 1, 2010, upon retirement as defined by PERS:

1. The employee will continue to receive single health insurance paid for by the Township up to age 65;
2. The Township will provide coverage for the employee's spouses and/or dependents upon contribution by the employee of the current Township Group Rate until age 65 for the spouse and age 26 for dependents.
3. Upon age 65/qualification for Medicare, the Township will reimburse the employee in the equivalent to single coverage Basic AARP Medicare Supplemental Insurance until the death of the employee.

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 or domestic partner at the time of retirement remarries or repartners, the new spouse or domestic partner may receive coverage as provided for in Paragraph G or H above, as applicable. However, upon the death of that employee, all coverages for the new spouse or domestic partner will terminate.

I. A retired employee may opt out of being 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.

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 Eve Day;
15. Christmas Day

B. An employee who works on a holiday shall receive a compensatory day off. Management retains all rights to determine priorities in the rescheduling of holiday time. All compensatory days off must be taken prior to the end of the calendar year.

C. Public Safety Telecommunicators will be paid for holidays not taken during their time of active employment. Payment for holidays not taken shall be twice a year in June and in December.

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

E. ARTICLE XIII
PERFORMANCE OF HIGHER DUTIES

The Department Head may appoint an employee under his or her jurisdiction to perform the duties of a higher rated position without an increase in pay for up to 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 Mayor, or his/her designee. If the Mayor, or his/her designee 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 Mayor, or his/her designee shall not be compensated for such time.

ARTICLE XIV
TUITION REIMBURSEMENT

A. If a supervisor, under the direction of the Mayor, or his/her designee, 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 satisfactory completion 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. Use of a township vehicle shall be requested by the employee. If a township vehicle is unavailable, mileage will be reimbursed. Proof of the unavailability of a township vehicle is required for reimbursement and any requests for payment must be within seven business days of each travel date.

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 is not subject to grievance.

C. To be eligible for reimbursement, an employee must remain employed with the Township for a period of one (1) year after completion of the job-related course. If the employee voluntarily quits employment with the Township before the one-year period has elapsed, the employee shall immediately pay back to the Township all sums reimbursed.

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 DUTY

A. A regular full-time employee who misses time from his or 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 or 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.

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 Mayor, or his/her designee.

C. Extensions of a leave of absence may be granted by the Mayor, or his/her designee for an additional period not to exceed six (6) months.

D. The Township shall abide by the terms and conditions of the Federal Family and Medical Leave Act of 1993 and the New Jersey Family Leave Act.

E. Employees shall be entitled to no more than five(5) days parental 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, religion, political affiliation, color, national origin, age, marital status, familial status, affectional or sexual orientation, disability, gender, genetic information, liability for military service, or any other category protected by applicable law.

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

Effective January 1, 2016, and during the term of this contract, Public Safety Telecommunicators, Police Records Clerks, Senior Police Records Clerks and the titles covered related to the Animal Control Department shall receive a \$350 allowance for uniform maintenance and a \$350 allowance for uniform replacements. The uniform maintenance allowance shall be paid in January of each year. The uniform replacement allowance shall be paid upon submission of receipts. Clothing to be utilized as uniforms at other than uniform stores may be purchased providing that such clothing meets with approval of the Police Chief or Animal Control Division Head.

ARTICLE XX
BULLETIN BOARDS AND 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.

E. All collective bargaining negotiations will be conducted in two (2) hour sessions (on the average).

ARTICLE XXII

SHIFT COVERAGE - COMMUNICATIONS CENTER

- A. The communication center will operate using the following work schedule guidelines:
1. Eight hour shifts as determined by the Chief of Police.
 - i. In the event the Chief of Police determines that a permanent change to any full time employees regularly scheduled hours is necessary it is agreed that these change(s) will be discussed with a representative of the collective bargaining unit prior to such change taking place. Nothing in this section will limit the ability of the Chief of Police to make any such change(s).
- B. The communication center will operate with minimum staffing as follows:
1. Between the hours of 0800 and 2400 hours two Public Safety Telecommunicators shall be scheduled subject to the below listed minimum staffing levels.
 - i. Minimum staffing of at least one Public Safety Telecommunicator at all times.
 - ii. Minimum staffing of at least two Public Safety Telecommunicator between to the hours of 1600 and 2400 hours.
- C. In all cases a Public Safety Telecommunicator may not exceed working more than eighteen (18) consecutive hours.
1. If coverage cannot be arranged through utilization of an off-duty employee, the township will require that the on-duty Public Safety Telecommunicator remain on-duty until relieved by another Public Safety Telecommunicator.
- D. A change in shifts or shift assignments may only be made with ten (10) days prior notice.

ARTICLE XXIII
DEFERRED COMPENSATION PLANS

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 Mayor, or his/her designee 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

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

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

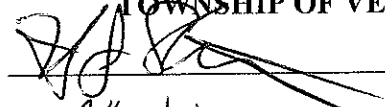
This Agreement shall be in full force and effect as of January 1, 2016 and shall remain in effect up to and including December 31, 2020, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, until one party or the other gives notice, in writing, 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. IN WITNESS THEREOF, the parties have hereunto set their hands and seals at the Township of Vernon, New Jersey, on this 11th day of October, 2016.

LOCAL #2326 OF THE U.A.W.



Catherine Richard
Lisa Perrone
Willard Euleston

TOWNSHIP OF VERNON



Attest:
Dawn Halman
Township Clerk

SCHEDULE A

Pay Scale	Per Hour 2015	Hourly 35					
		2016	2017	2018	2019	2020	
<u>Level 1</u>							
Step 1	17.10	15.43	28,082.35	28,503.59	28,931.14	29,365.11	29,805.59
Step 2	17.78	16.05	29,205.65	29,643.73	30,088.39	30,539.72	30,997.81
Step 3	18.46	16.69	30,373.88	30,829.48	31,291.93	31,761.30	32,237.72
Step 4	19.15	17.36	31,588.83	32,062.66	32,543.60	33,031.76	33,527.23
Step 5	19.83	18.05	32,844.99	33,337.67	33,837.73	34,345.30	34,860.48
Step 6		18.74	34,101.16	34,612.68	35,131.87	35,658.84	36,193.73
Step 7		19.44	35,375.80	35,906.43	36,445.03	36,991.70	37,546.58
Step 8		20.13	36,631.96	37,181.44	37,739.16	38,305.25	38,879.83
<u>Level 2</u>							
Step 1	19.66	17.74	32,286.50	32,770.79	33,262.36	33,761.29	34,267.71
Step 2	20.45	18.45	33,577.96	34,081.63	34,592.85	35,111.74	35,638.42
Step 3	21.23	19.19	34,921.08	35,444.89	35,976.56	36,516.21	37,063.96
Step 4	22.02	19.95	36,317.92	36,862.69	37,415.63	37,976.86	38,546.51
Step 5	22.80	20.76	37,777.29	38,343.94	38,919.10	39,502.89	40,095.43
Step 6		21.55	39,218.18	39,806.45	40,403.55	41,009.60	41,624.75
Step 7		22.35	40,677.55	41,287.71	41,907.02	42,535.63	43,173.66
Step 8		23.14	42,118.44	42,750.22	43,391.47	44,042.34	44,702.98
<u>Level 3</u>							

Step 1	22.61	20.40	37,131.11	37,688.08	38,253.40	38,827.20	39,409.61
Step 2	23.51	21.22	38,616.36	39,195.60	39,783.54	40,380.29	40,986.00
Step 3	24.42	22.07	40,161.01	40,763.43	41,374.88	41,995.50	42,625.43
Step 4	25.32	22.95	41,767.45	42,393.96	43,029.87	43,675.32	44,330.45
Step 5	26.23	23.86	43,430.02	44,081.47	44,742.70	45,413.84	46,095.04
Step 6		24.79	45,111.07	45,787.73	46,474.55	47,171.67	47,879.24
Step 7		25.70	46,773.64	47,475.24	48,187.37	48,910.18	49,643.83
Step 8		26.62	48,454.68	49,181.50	49,919.22	50,668.01	51,428.03

Level 4

Step 1	26.00	23.46	42,698.32	43,338.79	43,988.87	44,648.71	45,318.44
Step 2	27.04	24.40	44,406.25	45,072.34	45,748.43	46,434.66	47,131.18
Step 3	28.08	25.38	46,182.50	46,875.24	47,578.37	48,292.04	49,016.42
Step 4	29.12	26.39	48,029.80	48,750.25	49,481.50	50,223.72	50,977.08
Step 5	30.16	27.45	49,950.99	50,700.26	51,460.76	52,232.67	53,016.16
Step 6		28.50	51,872.18	52,650.27	53,440.02	54,241.62	55,055.25
Step 7		29.56	53,793.38	54,600.28	55,419.28	56,250.57	57,094.33
Step 8		30.61	55,714.57	56,550.29	57,398.54	58,259.52	59,133.41

Level 5

Step 8 (hired prior to 1/1/16)		35.20	64,064.36	65,025.33	66,000.71	66,990.72	67,995.58
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Pay Scale

Hourly 40

2016 2017 2018 2019 2020

Level 1

Step 1

Step 2

Step 3
 Step 4
 Step 5
 Step 6
 Step 7
 Step 8

Level 2

Step 1	17.74	36,898.85	37,452.34	38,014.12	38,584.33	39,163.10
Step 2	18.45	38,374.81	38,950.43	39,534.69	40,127.71	40,729.62
Step 3	19.19	39,909.80	40,508.45	41,116.07	41,732.81	42,358.81
Step 4	19.95	41,506.19	42,128.78	42,760.72	43,402.13	44,053.16
Step 5	20.76	43,174.04	43,821.65	44,478.98	45,146.16	45,823.35
Step 6	21.55	44,820.78	45,493.09	46,175.48	46,868.12	47,571.14
Step 7	22.35	46,488.62	47,185.95	47,893.74	48,612.15	49,341.33
Step 8	23.14	48,135.36	48,857.39	49,590.25	50,334.11	51,089.12

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Level 3

Step 1	20.40	42,435.56	43,072.09	43,718.17	44,373.95	45,039.55
Step 2	21.22	44,132.98	44,794.98	45,466.90	46,148.90	46,841.14
Step 3	22.07	45,898.30	46,586.77	47,285.58	47,994.86	48,714.78
Step 4	22.95	47,734.23	48,450.25	49,177.00	49,914.65	50,663.37
Step 5	23.86	49,634.31	50,378.83	51,134.51	51,901.53	52,680.05
Step 6	24.79	51,555.50	52,328.84	53,113.77	53,910.48	54,719.13
Step 7	25.70	53,455.58	54,257.42	55,071.28	55,897.35	56,735.81
Step 8	26.62	55,376.78	56,207.43	57,050.54	57,906.30	58,774.89

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Level 4

Step 1	23.46	48,798.08	49,530.05	50,273.00	51,027.09	51,792.50
Step 2	24.40	50,750.00	51,511.25	52,283.92	53,068.18	53,864.20
Step 3	25.38	52,780.00	53,571.70	54,375.28	55,190.90	56,018.77
Step 4	26.39	54,891.20	55,714.57	56,550.29	57,398.54	58,259.52
Step 5	27.45	57,086.85	57,943.15	58,812.30	59,694.48	60,589.90
Step 6	28.50	59,282.50	60,171.73	61,074.31	61,990.42	62,920.28
Step 7	29.56	61,478.14	62,400.32	63,336.32	64,286.37	65,250.66
Step 8	30.61	63,673.79	64,628.90	65,598.33	66,582.31	67,581.04

Level 5

Step 8