

Contract no. 880

A G R E E M E N T

BETWEEN

TOWNSHIP OF VERNON

AND

DISTRICT #65 OF THE U.A.W.

LIBRARY
INSTITUTE OF MANAGEMENT
RUTGERS UNIVERSITY

JUN 1991

RUTGERS UNIVERSITY

JANUARY 1, 1991 THROUGH DECEMBER 31, 1992

Township of Vernon and U.A.W. District No. 65

Summary of Contract Changes - 1991 and 1992

1. TERM: Two (2) Year Contract (1991 and 1992)

2. WAGES:

A) 1991 6%
1992 8%

B) Communication Operator -
Hire rate \$16,972.00 + % percentage
negotiated in 1991 and 1992 (Step 3, Level I)

C) Dispatcher -
Hire rate \$13,595.00 + % percentage
negotiated in 1991 and 1992 (Step 1, Level I)

3. LONGEVITY:

A) Maximum amount \$3,000.00

B) Payment for longevity on or before anniversary date
in 1991.

C) To be included in bi-weekly payroll for pension
purposes only in 1992.

D) Longevity payment not to be added to base salary for
calculation of overtime.

4. FUNERAL LEAVE:

Add grandparents-in-law

5. SICK DAYS:

Change cap on payment for accumulated sick time to
\$3,000.00

6. UNIFORM ALLOWANCE:

1991 - \$350.00

1992 - \$375.00

7. RE-CLASSIFICATION OF POSITIONS:

Move the following from Level 1 to Level 1-A

Tax Clerk
Assessing Clerk
Animal Control Attendant

8. HOLIDAY PAY:

Communication Operators and Dispatchers will be paid for Holidays not taken. Payment for said Holidays shall be twice a year - once in June, the other in December of each year.

9. OVERTIME:

Overtime for Communication Operators and Dispatchers shall be by seniority. (Refer to Police Department General Order No. 91- 003).

10. DISABILITY INSURANCE:

Effective 1/1/92, Payroll Deduction for Disability Insurance shall be discontinued.

VERNON TOWNSHIP POLICE DEPARTMENT

GENERAL ORDER NO. 91-003

20 MARCH 1991

TO: ALL DEPARTMENT PERSONNEL
FROM: CHIEF OF POLICE
SUBJECT: SHIFT COVERAGE - COMMUNICATIONS CENTER

1. In the event a Communications Operator is unable to perform a tour of duty due to unanticipated leave (i.e., sick leave, funeral leave, personal leave), the on-duty Communications Operator will arrange coverage for the shift in accordance with the following procedure:
 - a. Off duty full-time Communications Operators will be contacted first to fill the shift on an overtime basis.
 - b. In the event there are no full-time Communications Operators available to fill the shift for overtime, the on-call Communications Operators will be contacted.
 - c. In the event there are no on-call Communications Operators available to fill the shift, the Officer-in-Charge will be so notified. The Officer-in-Charge will arrange for shift coverage by an officer authorized to perform the duties of Communications Operator.
2. Attached is the current telephone list of Communications Operators, On-Call Communications Operators and Officers authorized to perform the duties of Communications Operator.
3. Previous orders/memoranda inconsistent herewith are hereby rescinded.
4. Sign the attached sheet.

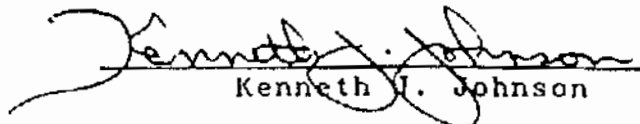

Kenneth J. Johnson

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	PREAMBLE	1
II	MANAGEMENT RIGHTS	2
III	CHECK-OFF	4
IV	GRIEVANCE PROCEDURE	6
V	SALARIES & LONGEVITY	11
VI	OVERTIME	12
VII	VACATIONS	14
VIII	SICK LEAVE	15
IX	FUNERAL LEAVE	19
X	PERSONAL DAYS	20
XI	BENEFITS	21
XII	HOLIDAYS	22
XIII	PERFORMANCE OF HIGHER DUTIES	23
XIV	TUITION REIMBURSEMENT	24
XV	JURY LEAVE	25
XVI	LEAVE OF ABSENCE	26
XVII	NON-DISCRIMINATION	27
XVIII	MAINTENANCE OF WORK OPERATIONS	28
XIX	UNIFORMS	30
XX	BULLETIN BOARDS	31
XXI	AGENCY SHOP	32
XXII	FLEXIBLE HOURS	33
XXIII	SEPARABILITY AND SAVINGS	34
XXIV	FULLY BARGAINED AGREEMENT	35
XXV	DURATION	36

PREAMBLE

THIS AGREEMENT entered into this _____ day of _____ 1989 by and between the TOWNSHIP OF VERNON, in the County of Sussex, a Municipal Corporation of the State of New Jersey, hereinafter called the "TOWNSHIP", and DISTRICT #65 of the U.A.W., duly appointed representative of all full-time clerical employees employed by the Township, the Animal Control Attendants, Custodians, (excluding the confidential positions of the Assistant Municipal Clerk and the Secretary of the Director of Personnel), and all other employees in the Township of Vernon, hereinafter called the "UNION", represents the complete and final understanding on all bargainable issues between the Township and the Union, except new titles and salaries.

The TOWNSHIP will notify the UNION of any new job titles created in the Township. If the UNION so requests, the TOWNSHIP will discuss with the UNION whether or not said new title or new titles is or are to be included in the bargaining unit and the appropriate salary or salaries.

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 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 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 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.

4. 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.

5. To layoff employees in the event of lack of funds.

6. 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

MANAGEMENT RIGHTS (CONTINUED)

operation of the Department included within this Agreement.

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

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

ARTICLE III

CHECK-OFF

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

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

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

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

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

CHECK-OFF (CONTINUED)

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 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. 1. With regard to employees, the term "grievance" as used herein means an appeal on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the Township, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step Four 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 One herein.

D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement,

GRIEVANCE PROCEDURE (CONTINUED)

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) work days of receipt of giving rise to the grievance has occurred; and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said five (5) work days thereafter shall be deemed to constitute an abandonment of the grievance. The employee may request the presence of an outside representative.

Step Two: If no agreement can be reached orally within five (5) work days of the initial discussion with the immediate supervisor, the employee or the Union may present the grievance in writing within five (5) work days thereafter to the immediate supervisor or his 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 designated representative will answer the grievance in writing within five (5) working days of receipt of the written grievance. The U.A.W. Grievance form shall comply with this Section.

Step Three: If the Union wishes to appeal the decision of the immediate supervisor, 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

GRIEVANCE PROCEDURE (CONTINUED)

relating to the matter in dispute. The Township Administrator shall respond, in writing, to the grievance within fifteen (15) working days of the submission. The Township Administrator will make a good faith effort to respond prior to the fifteenth day.

Step Four: 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. The committee will make a good faith effort to respond prior to the fifteenth day.

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

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

2. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority

GRIEVANCE PROCEDURE (CONTINUED)

to add to, modify, detract from or alter in any way, the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be in writing with reasons therefore, and shall be final and binding.

F. Upon prior notice to and authorization of the Department Head, the designated Union Representatives 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.

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. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits for processing the grievance at any step in the grievance procedure, such agreement to be in writing.

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

I. In the event the aggrieved elects to pursue remedies available through the New Jersey Department of Personnel, the grievance shall be cancelled and the matter withdrawn from this procedure. In

GRIEVANCE PROCEDURE (CONTINUED)

In the event the grievant pursues his remedies through the Department of Personnel, the arbitration hearing, if any, shall be cancelled and filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

J. No employee shall be discharged without just cause.

ARTICLE V

SALARIES

A. For employees hired as of January 1, 1985, see attached Schedule A.

B. Except as provided for in Paragraph A, effective January 1, 1991 each clerical employee and Custodian(s) shall receive a 6% individual increase (as per attached Schedule A) for 1991 and effective January 1, 1992, an 8% individual increase for 1992 (as per attached Schedule A).

Effective January 1, 1991 Communication Operators, Police Records Clerks Typing and Senior Police Records Clerks Typing shall each receive a 6% individual increase for 1991 and effective January 1, 1992 an 8% individual increase for 1992 (as per Schedule A).

LONGEVITY

A. Longevity will be paid, and will be retroactive to January, 1985, based on the following:

<u>Years of Service</u>	<u>1991 Percentage</u>	<u>1992 Percentage</u>
1 - 5	0	0
6 - 10	3	3
10 - 15	4	4
15 - 20	5	5
20 - 25	6	6
25 and up	7	7

Maximum dollar figure to be paid for longevity is \$ 3,000.00

B. Payment for longevity on or before anniversary date in 1991.

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

D. To be included in bi-weekly payroll for pension purposes only in 1992.

SCHEDULE A

STEPS AND LEVELS

All job titles were analyzed (using New Jersey Department of Personnel Job Descriptions) and grouped according to skill level and requirements.

CLERICAL EMPLOYEES AND CUSTODIAN(S)

LEVEL I: Includes all entry level positions currently covered by the U.A.W. Contract as well as additional titles established by the Department of Personnel Reclassification Survey. The titles include:

Clerk Typist

LEVEL I-A: Includes positions which require additional skills and/or responsibility, but would not qualify for a full level. The titles include:

Animal Control Attendant
Tax Clerk (Typing)
Assessing Clerk
Clerk Stenographer
Payroll Clerk
Cashier

Bookkeeping Machine Operator - Typing

LEVEL II: Level II is a full step up from Level I and includes all senior level positions as well as the Custodian. The titles include:

Deputy Municipal Court Clerk
Senior Assessing Clerk
Senior Clerk Typist
Senior Tax Clerk (Typing)
Senior Payroll Clerk
Senior Cashier
Senior Bookkeeping Machine Operator - Typing
Senior Clerk Stenographer
Custodian

LEVEL III: Level III is again a full step up from Level II and includes all principal titles. The titles include:

Principal Clerk Typist
Principal Tax Clerk (Typing)
Principal Assessing Clerk
Principal Payroll Clerk
Principal Bookkeeping Machine Operator - Typing

SCHEDULE A - STEPS & LEVELS

PAGE 2

LEVEL III - CONTINUED:

Principal Cashier
Principal Clerk Stenographer

LEVEL III-A: Level III-A is a half step from Level III and was established to recognize those positions which require training and skill development in addition to that required in Level III. The title includes:

Technical Assistant, Typing,
Office of the Construction Official.

COMMUNICATIONS OPERATORS - POLICE RECORDS CLERK, TYPING -
SENIOR POLICE RECORDS CLERK, TYPING

LEVEL I - Communications Operator, Communications Operator Trainee

LEVEL II - Police Records Clerk, Typing
Senior Police Records Clerk, Typing

SCHEDULE A - SALARY STRUCTURE:

Effective January 1, 1985 the Township of Vernon's new Salary Guide for employees hired as of January 1, 1985 will be as shown on the following SCHEDULE A SALARY GUIDES.

All employees on the payroll as of January 1, 1989 and have left the employ of the Township of Vernon during 1989 shall receive pro-rated increases retroactive to January 1, 1989 .

If the Township fails to negotiate with the other bargaining units to include the evaluation tied to step increases, the article in this contract covering this is null and void.

SCHEDULE A - 1991 SALARY RANGES (GUIDE)
CLERICAL EMPLOYEES

LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LEVEL I	\$ 14,127.	\$ 14,888.	\$ 15,650.	\$ 16,410.	\$ 17,170.
LEVEL I-A	14,906.	15,668.	16,429.	17,191.	17,951.
LEVEL II	16,469.	17,620.	18,770.	19,920.	21,071.
LEVEL III	17,951.	19,120.	20,292.	21,461.	22,631.
LEVEL III-A	18,731.	19,901.	21,071.	22,241.	23,413.

"Schedule A" becomes effective on April 4th of each year for those employees hired prior to April 4, 1985. Employees hired after April 4, 1985, the step increase is to be given on their individual anniversary date. This step increase is to be given each year whether or not a current contract is negotiated. It is separate and in addition to any salary negotiated for during a contract. "Schedule A" is to be kept current each year by adding either across-the-board/percentage increase negotiated for each and every contract to each step and each level.

SCHEDULE A - 1992 SALARY RANGES (GUIDE)
CLERICAL EMPLOYEES

LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LEVEL I	\$ 15,258.	\$ 16,080.	\$ 16,902.	\$ 17,723.	\$ 18,544.
LEVEL I-A	16,099.	16,922.	17,744.	18,567.	19,388.
LEVEL II	17,787.	19,030.	20,272.	21,514.	22,757.
LEVEL III	19,388.	20,650.	21,916.	23,178.	24,442.
LEVEL III-A	20,230.	21,494.	22,757.	24,021.	25,287.

"Schedule A" becomes effective on April 4th of each year for those employees hired prior to April 4, 1985. Employees hired after April 4, 1985, the step increase is to be given on their individual anniversary date. This step increase is to be given each year whether or not a current contract is negotiated. It is separate and in addition to any salary negotiated for during a contract. "Schedule A" is to be kept current each year by adding either across-the-board/percentage increase negotiated for each and every contract to each step and each level.

SCHEDULE A - 1991 SALARY RANGES (GUIDE)

COMMUNICATIONS OPERATOR;

COMMUNICATIONS OPERATOR/SENIOR POLICE RECORDS CLERK, TYPING;

COMMUNICATIONS OPERATOR/POLICE RECORDS CLERK, TYPING.

LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LEVEL I	\$ 15,420.	\$ 16,707.	\$ 17,991.	\$ 19,276.	\$ 20,559.
LEVEL II	16,889.	18,175.	19,459.	20,745.	22,028.
LEVEL I	Communications Operator				
LEVEL II	Communications Operator/Senior Police Records Clerk, Typing				
NOTE:	Minimum starting salary for Communication Operator shall be Step 3/Level I.				
	Minimum starting salary for <i>Communication Operator</i> shall be Step 1/Level I.				

"Schedule A" becomes effective on April 4th of each year for those employees hired prior to April 4, 1985. Employees hired after April 4, 1985, the step increase is to be given on their individual anniversary date. This step increase is to be given each year whether or not a current contract is negotiated. It is separate and in addition to any salary negotiated for during a contract. "Schedule A" is to be kept current each year by adding either across-the-board/percentage increase negotiated for each and every contract to each step and each level.

SCHEDULE A - 1992 SALARY RANGES (GUIDE)

COMMUNICATIONS OPERATOR;

COMMUNICATIONS OPERATOR/SENIOR POLICE RECORDS CLERK, TYPING;

COMMUNICATIONS OPERATOR/POLICE RECORDS CLERK, TYPING.

LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
LEVEL I	\$ 16,654.	\$ 18,044.	\$ 19,431.	\$ 20,819.	\$ 22,204.
LEVEL II	18,241.	19,629.	21,016.	22,405.	23,791.
LEVEL I	Communications Operator				
LEVEL II	Communications Operator/Senior Police Records Clerk, Typing Communications Operator/Police Records Clerk, Typing				
NOTE:	Minimum starting salary for Communication Operator shall be Step 3/Level I. Minimum starting salary for <i>Communication Operator Traveler</i> shall be Step 1/Level I.				

"Schedule A" becomes effective on April 4th of each year for those employees hired prior to April 4, 1985. Employees hired after April 4, 1985, the step increase is to be given on their individual anniversary date. This step increase is to be given each year whether or not a current contract is negotiated. It is separate and in addition to any salary negotiated for during a contract. "Schedule A" is to be kept current each year by adding either across-the-board/percentage increase negotiated for each and every contract to each step and each level.

SCHEDULE A
 1991 SALARY GUIDE - AMENDMENT
 POLICE DEPARTMENT CLERICAL EMPLOYEE**
 PRINCIPAL CLERK STENOGRAPHER**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>LEVEL III</u>	\$ 18,620.	\$ 19,835.	\$ 21,048.	\$ 22,265.	\$ 23,477.

SCHEDULE A
 1992 SALARY GUIDE AMENDMENT
 POLICE DEPARTMENT CLERICAL EMPLOYEE**
 PRINCIPAL CLERK STENOGRAPHER**

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
<u>LEVEL III</u>	\$ 20,110.	\$ 21,422.	\$ 22,732.	\$ 24,047.	\$ 25,356.

** Based on a 40 hour work week.

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 ($1\frac{1}{2}$) times the computed hourly rate. Standard number of weekly hours for the communications operators/Police Department employees and the custodians will be forty (40) hours and all others will be thirty-five (35) hours.

B. Overtime work will be kept to a minimum, except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted on the time report and certified by the Township Administrator.

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

1. Up to the first eight (8) minutes - no pay.
2. Eight (8) through twenty-two (22) minutes - fifteen (15) minutes pay.
3. Twenty-three (23) through thirty-seven (37) minutes - thirty (30) minutes pay.
4. Thirty-eight (38) through forty-seven (47) minutes - forty-five (45) minutes pay.
5. Forty-eight (48) minutes through sixty (60) minutes - one (1) hour pay.

D. Overtime shall be paid either by compensatory time off or by compensation at the option of the employee and approval of the Department Head. Compensatory time shall be arranged to be taken within thirty (30) days thereof by agreement of the employee and Department Head when possible. Whenever the employee shall choose compensatory time off, he shall be entitled to one and one-half ($1\frac{1}{2}$) hours off for each hour worked in excess of his normal hourly work week. Whenever an employee chooses to receive compensation for

OVERTIME (CONTINUED)

Overtime worked, such compensation is to be computed at the rate of one and one-half ($1\frac{1}{2}$) times his standard hourly rate for each hour worked in excess of his standard number of weekly hours.

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

F. Effective on January 1, 1985, recording secretaries will receive \$ 8.00 per hour for attendance at meetings, with a guaranteed three (3) hour minimum per evening. Portions of any time over an hour will be paid in 15 minute intervals after the three (3) hour minimum. Any typing done after the three hour minimum per evening will be at time and one-half ($1\frac{1}{2}$).

G. If an employee is recalled, he/she shall receive a guarantee of two (2) hours compensation at one and one-half ($1\frac{1}{2}$) times the employee's standard hourly rate, provided such work is not contiguous (before or after) the employee's work day. The Department Head or his designee shall have the right to retain the employee for the full two (2) hour period. Such call out shall not apply to Paragraph F.

H. Negotiations will be conducted in two (2) hour sessions (on the average). Members of District #65 of the U.A.W. will be guaranteed that half of this time will be during normal working hours and half of this time will be outside of working hours.

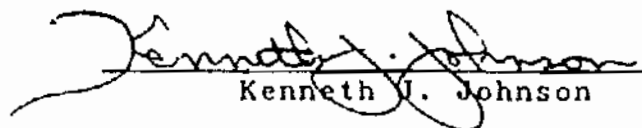
VERNON TOWNSHIP POLICE DEPARTMENT

GENERAL ORDER NO. 91-003

20 MARCH 1991

TO: ALL DEPARTMENT PERSONNEL
FROM: CHIEF OF POLICE
SUBJECT: SHIFT COVERAGE - COMMUNICATIONS CENTER

1. In the event a Communications Operator is unable to perform a tour of duty due to unanticipated leave (i.e., sick leave, funeral leave, personal leave), the on-duty Communications Operator will arrange coverage for the shift in accordance with the following procedure:
 - a. Off duty full-time Communications Operators will be contacted first to fill the shift on an overtime basis.
 - b. In the event there are no full-time Communications Operators available to fill the shift for overtime, the on-call Communications Operators will be contacted.
 - c. In the event there are no on-call Communications Operators available to fill the shift, the Officer-in-Charge will be so notified. The Officer-in-Charge will arrange for shift coverage by an officer authorized to perform the duties of Communications Operator.
2. Attached is the current telephone list of Communications Operators, On-Call Communications Operators and Officers authorized to perform the duties of Communications Operator.
3. Previous orders/memoranda inconsistent herewith are hereby rescinded.
4. Sign the attached sheet.


Kenneth J. Johnson

ARTICLE VII

VACATIONS

The following vacation is applicable to all employees in the Unit, Effective January 1, 1989.

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

A. An employee with prior approval of the Department Head may charge a single day or two against his vacation time.

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. All employees shall submit requests for vacation at least two 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, the two week notice required by Section C above shall be waived, provided that the permission can be granted without affecting the operation of the Department.

ARTICLE VIII

SICK LEAVE

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

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

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

D. Absence on sick leave for three (3) or more days requires a doctor's certificate. Pursuant to the New Jersey Department of Personnel, the Township may require a doctor's note whenever such request appears reasonable.

E. Employees absent nine (9) or more days in one (1) calendar year, consisting of periods of less than three (3) days, shall submit medical evidence for additional sick leave.

F. Unauthorized absence is reason for disciplinary action.

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

STCK LEAVE (CONTINUED)

H. 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.

I. 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.

J. During protracted periods of illness or disability of an employee or a member of the employee's immediate family, the Township Administrator may require interim reports on the condition 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.

K. 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.

L. No employee shall be allowed to work and endanger the health and well-being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The Township Administrator 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.

SICK LEAVE (CONTINUED)

M. 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 N.

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

N. The recommendation of the Township's medical physician as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the employee to return to duty shall be considered by the Township Administrator. The Township Administrator 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.

O. In charging an employee with sick leave, the smallest unit to be considered is one-half ($\frac{1}{2}$) of a working day.

P. 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 off time. 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.

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

SICK LEAVE (CONTINUED)

R. If an employee is absent from work for reasons that entitle him/her to sick leave, the Department Head or his/her designated representative (i.e., Communications Operator) shall be notified as early as possible, but no later than thirty (30) minutes prior to the start of the scheduled work shift from which he/she is absent. Failure to so notify the Department Head or his/her designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action.

S. Employees who retire within the meaning of P.E.R.S. (i.e. 25 years of service and/or 55 years or older) shall be entitled to one-half of the sick leave days accumulated up to a cap of \$ 3,000.00.

ARTICLE IX
FUNERAL LEAVE

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

- B. 1. Five (5) working days leave shall be granted for the following: wife, husband, son, daughter, mother, father, mother-in-law, father-in-law, sister, brother, grandparent, grandchild, grandparents-in-law.
2. Three (3) working days leave shall be granted for the following: brother-in-law, sister-in-law, aunt, uncle, niece, nephew.

C. Reasonable verification of the event may be required by the Township.

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

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

ARTICLE X

PERSONAL DAYS

A. Effective January 1, 1989 employees shall be allowed four (4) personal business days not deducted from sick leave.

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

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

D. A new employee must have a minimum of one (1) year's service credit with the calendar year before he/she is eligible for this benefit for the same calendar year.

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

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

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

ARTICLE XI

BENEFITS

A. The Township shall provide hospitalization insurance coverage, dental insurance, and major medical insurance in effect during the years ¹⁹⁹¹⁻¹⁹⁹² ~~1989-1990~~.

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

C. Effective upon the signing of this Agreement, employees covered by this Agreement shall be enrolled in the New Jersey State Disability Plan. Cost of such plan shall be borne equally by the Township and employee. If the Township chooses to change to a private disability plan which is equal or better than benefits of the New Jersey State Disability Plan, any increases in premiums over that paid to the New Jersey State Disability Plan will be borne by the Township, not the employee.

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

E. The Township agrees to provide a \$10,000.00 Life Insurance Policy for each employee.

F. Effective January 1, 1989, any employee who retires within the meaning of the Public Employees Retirement System shall be entitled to receive paid health benefits after retirement with coverage equal to that of an active duty employee, or monetary reimbursement to purchase said coverage.

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 Dispatchers/Comm. Oper. Only)
7. Memorial Day
8. Independence Day
9. Labor Day
10. Columbus Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

B. Communications Operators will not lose holiday time due to the scheduling needs of management. Management will work out a schedule which allows Communications Operators to either take their holidays or carry them over to the next year. Management retains all rights to determine priorities in the rescheduling of holiday time.

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

HOLIDAYS CONTINUED

D. Communication Operators and Dispatchers will be paid for Holidays not taken. Payment for said Holidays shall be twice a year - once in June, the other in December of each year.

ARTICLE XIII

PERFORMANCE OF HIGHER DUTIES

The Township may appoint an employee to perform the duties of a higher rated position without an increase in pay for a time period of less than ten (10) working days. Should an employee work more than ten (10) consecutive work days, then the employee shall receive the salary commensurate with that position.

ARTICLE XIV

TUITION REIMBURSEMENT

A. If a supervisor under the direction of the Personnel Committee directs that an employee must take a job-related course, the Township shall reimburse the employee for tuition expenses incurred immediately upon satisfactorily completing the course.

B. Only courses 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 or not shall be nongrievable.

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

D. Employees will receive compensatory time for all job-related courses and seminars which employees are required to attend on their own time.

ARTICLE XV

JURY LEAVE

A. A regular full-time employee who loses time from his/her job because of jury duty as certified by the Clerk of the Court shall be paid by the Authority 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 his/her supervisor immediately upon receipt of a summons for jury service;
2. The employee has not voluntarily sought jury service;
3. No employee is attending jury duty during vacation and/or other time off from Township employment, and;
4. The employee submits adequate proof of the time served on the duty and the amount received for such service.

B. If, on any given day an employee is attending jury duty, he or she is released by the Court prior to one o'clock P.M. that employee shall be required to return to work by two o'clock P.M. that day in order to receive pay for that day.

ARTICLE XVI

LEAVE OF ABSENCE

A. The Township agrees to provide all employees with Military leave in accordance with Federal and State Statutes.

B. Personal leave of absence may be granted for up to six (6) months to eligible employees without pay in the sole discretion of the Township Committee.

ARTICLE XVII

NON-DISCRIMINATION

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

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

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 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

MAINTENANCE OF WORK OPERATIONS (CONTINUED)

steps as may be necessary under the circumstances to bring about compliance with the Union order.

D. 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

1. Effective January 1, 1991, the uniform allowance shall be \$ 350.00 for Communication Operators only, and \$ 375.00 effective January 1, 1992. Payments shall be in two (2) semi-annual installments. Voucher system will be eliminated. Communication Operators may purchase clothing to be utilized as uniforms at other than uniform stores providing that such clothing meets with the approval of the Chief Of Police.

2. Effective January 1, 1991, the uniform allowance for the custodian(s) will be distributed in accordance with the Township Road Department Employees distribution in the amount of \$ 350.00 for the year 1991 and \$ 375.00 for the year 1992.

ARTICLE XX

BULLETIN BOARDS

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 with the intent and provision of this Article.

ARTICLE XXI

AGENCY SHOP

A. In the event that any other bargaining unit in the Township of Vernon receives an Agency Shop provision, the parties agree to reopen negotiations on the issue of Agency Shop only.

ARTICLE XXII
FLEXIBLE HOURS

For all employees hired on or before April 1, 1984, the Township may establish a flextime program, while maintaining employee's assigned work weeks to accomodate its operational needs. Any establishment of a Flextime program will be established between the hours of 8:00A.M. and 4:30P.M. only, for the work week of Monday through Friday on a steady schedule.

For all employees hired after April 1, 1984, the Township has the right to establish an assigned work week to accomodate its operational needs, which shall include the right to establish work hours other than between 8:00A.M. and 4:30P.M., and a work week other than Monday through Friday on a steady schedule.

However, the number of hours in any given work week shall not exceed the number of hours for any other bargaining unit employee in that Department.

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 subsisting, 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 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.



TOWNSHIP OF VERNON
 MUNICIPAL CENTER
 CHURCH STREET
 VERNON, NEW JERSEY 07402
 201 - 764 4055

201 - 764 61
 201 - 764 0151
 201 - 765-6155
 201 - 767-6155
 ROAD DEPARTMENT
 201 - 764 3021
 ANIMAL SHELTER
 201 - 764 7751
 BOARD OF HEALTH
 201 - 767-4731
 201 - 627-4761

PLANNING DEPARTMENT
 BOARD OF ADJUSTMENT
 BOARD OF HEALTH
 BOARD OF TAXATION
 BOARD OF ZONING
 BOARD OF PUBLIC WORKS
 BOARD OF EDUCATION
 BOARD OF SUPERVISORS
 BOARD OF FREE LIBRARY

July 22, 1991

BE IT RESOLVED By the Township Committee of the Township of Vernon that the Mayor be and is hereby authorized to sign the Collective Bargaining Agreement (contract) between the Township of Vernon and District No. 65 of the U.A.W. for the years 1991 and 1992.

CERTIFICATION:

I hereby certify that the above resolution is a true copy of the resolution adopted by the Township Committee of the Township of Vernon at their regular meeting held on Monday, July 22, 1991, at 7:00 P.M. in the Vernon Municipal Center, Church Street, Vernon, New Jersey.

Patricia A. Lycosky
 PATRICIA A. LYCOSKY, R.M.C.
 TOWNSHIP CLERK