#### AGREEMENT

## BETWEEN

# OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO

#### AND

# TOWNSHIP OF VERONA

JANUARY 1, 2014 - DECEMBER 31, 2016

Prepared By:

GIBLIN & GIBLIN 2 Forest Avenue Oradell, New Jersey 07649 (201) 262-9500

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## ARTICLE I PREAMBLE

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- A. This Agreement, with an effective date of January 1, 2014 by and between Township of Verona in the County of Essex, a Municipal Corporation of the State of New Jersey, hereinafter called the "TOWNSHIP" and Office and Professional Employees International Union, Local 153 AFL-CIO (OPEIU) duly appointed representative hereinafter called the "UNION", represents the complete and final understanding on all bargainable issues between the Township and the Union.
- B. The Employer recognizes the Union as the sole and exclusive bargaining representative of all permanent full-time and permanent part-time employees working at least twenty five (25) hours per week blue and white collar employees, excluding department heads, school crossing guards, craft workers, police, firemen, confidential employees and all other Township employees.

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#### **ARTICLE II – MANAGEMENT RIGHTS**

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- A. The Township of Verona hereby retains and reserve unto itself, 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 using personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
  - 2. To make rules of procedure and conduct to use improved methods and equipment, as well as duties, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of work required.
  - 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
  - 4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Township.
  - 5. To set rules of pay for temporary or seasonal employees.
  - 6. To suspend, demote or take any other appropriate actions against any employee for good and just cause according to law.
  - 7. Nothing contained herein shall prohibit the Township from contracting out any work.
  - 8. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
  - 9. The Township reserves the right 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 various Departments.
- 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 therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and

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expressed terms hereof 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 <u>N.J.S.A.</u> 40A:1-1 <u>et.seq.</u> or any national, state, county or local laws or regulations.
- D. The parties recognize that the exercise of managerial rights is a responsibility of the Township on behalf of the taxpayers and that the Township cannot bargain away or eliminate any of its managerial rights.

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#### **ARTICLE III ~ MAINTENANCE OF WORK OPERATIONS**

- A. The Union hereby covenants and agrees that during the terms 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 employees from his position, stoppage of work, of absence in whole or in part, from the full faithful and proper performances of the employee's duties or employment) work stoppage, slowdown, walk-out or other illegal job action against the Township.
  - B. The Union agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Employer to dismiss or to otherwise discipline employees taking part in that breach of contact.
  - 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 from 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.
  - 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.

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#### **ARTICLE IV – GRIEVANCE PROCEDURE**

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- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the term 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 an appropriate member of the department.
  - C. With regard to employee, the term "gricvance" as used herein means an appeal by an individual employee or group of employees, from the interpretation, application or violation of the terms and conditions of this Agreement. With regard to the Township, the term "grievance" as used herein shall mean a complaint or controversy of the terms and conditions of this Agreement only.
  - D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any steps are waived by mutual consent:

**Step One:** The Union shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and the immediate supervisor for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

**Step Two:** If no agreement can be reached orally within five (5) calendar days of the initial discussion with 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/her designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

**Step Three:** If the Union wishes to appeal the decision of the immediate supervisor, such appeal shall be presented in writing to the Township Manager within five (5) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Manager shall respond in writing to the grievance within five (5) calendar days of the submission.

**Step Four:** Within five (5) days exclusive of designated holidays and Saturdays and Sundays of the Township Manager's decision the Union may apply to the Public Employment Relations Commission (PERC) for binding arbitration. The selection of an Arbitrator and the arbitration shall

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be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the Union will send notice to the Employer of its arbitration position.

- a. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- b. The decision of the Arbitrator shall be binding upon the Employer and the Union and the employee.
- c. The parties may direct the Arbitrator to decide, as to a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute. The costs for the services of the arbitrator shall be borne equally by the Union and the Township. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- d. 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 to add to, modify, detract from any way the provisions of this Agreement or any amendment or supplement thereof. Only one (1) grievance at a time may be submitted to arbitration.
- E. Upon prior notice and authorization of the Township Manager, the designated Union Representative shall be permitted as a member of the Grievance Committee to confer with employees and the Township on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees without loss of pay, provided the conduct of said business does not diminish the effectiveness of the Township of Verona or require the recall of off duty employees.
- F. The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed thereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to have been denied. Nothing herein shall prevent the parties from mutually agreeing to extend or reduce the time limits for proceeding, the grievance at any step in the grievance procedure.

#### **ARTICLE V – SALARIES & LONGEVITY**

- A. Effective January 1, 2014, all employees shall receive an increase of 2 ½% above their 12/31/13 base rate.
- B. Effective January 1, 2015, all employees shall receive an increase of 2  $\frac{1}{2}$ % their  $\frac{12}{31}{14}$  base rate.
- C. Effective January 1, 2016, all employees shall receive an increase of 2 ½% above their 12/31/15 base rate.
- D. In addition to annual salaries, employees on payroll prior to 01/01/96 shall receive longevity compensation added to base salary according to the following schedule:

5 through 10 years	2%
11 through 15 years	4%
16 through 20 years	6%
21 through 25 years	8%
25 years plus	10%

- E. Employees hired after 12/31/95 shall not be eligible for longevity increases.
- F. The value of the annual increment for each labor grade shall be determined as follows:

The minimum shall be subtracted from the maximum and that difference shall be divided by 8. This number shall represent the annual increment for each labor grade payable on January  $1^{st}$  of each year. (See Schedule A).

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# **ARTICLE VI – OVERTIME**

A. Overtime 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 Department Head.

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

1. Up to the first fifteen (15) minutes – no pay

- 2. Fifteen (15) through forty-five (45) minutes 30 minutes pay at overtime rate.
- 3. Forty-five (45) through sixty (60) minutes -1 hour pay at overtime rate.

C. Any employee who is recalled for any purpose shall receive a minimum of three (3) hours pay at the overtime rate. This provision is not applicable for recall, which is contiguous with the front or back side of the employee's work schedule. The Township retains the right in its sole discretion to retain the employee for the full minimum callout.

## **ARTICLE VII – VACATIONS**

A. All vacation time should be used in the current year. The employee has the right to carry over up to a maximum of one year's vacation. At the end of the next year he/she loses such time if not used.

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- B. Employees must submit vacation preference by March 1<sup>st</sup> of each year. Failure to timely submit such request shall result in the employee receiving left over vacation time. Timely requests for the same vacation shall be resolved by seniority in the following manner:
  - In the order of seniority each employee in a department may select his/her first vacation period.
  - When all employees have selected a first vacation period the process will be repeated for a second vacation period.
  - The process will be repeated until all vacations have been selected.
  - Vacations will normally be taken in increments of at least four (4) days or more.
- C. When an employee requests permission to use an individual vacation day such requests shall be granted at the discretion of the Department Head.
- D. Any employee who is on leave of absence (i.e., injury leave or unpaid leave) shall have his/her vacation leave for the year prorated for the time absent.
- E. Changes in the scheduling of vacations will not be permitted without the prior approval of the Department Head.
- F. If for any reason an employee's vacation is cancelled or not taken as scheduled, the vacation may be rescheduled with the approval of the department head.
- G. Employees hired after October 16, 1987, shall enjoy the following vacation schedule:
  - 1. 0-1 year pro-rata share of 10 days;
  - 2.
  - completion of  $1^{st}$  year through completion of  $2^{nd}$  year 10 days; completion of  $2^{nd}$  year through completion of  $3^{rd}$  year 11 days; completion of  $3^{rd}$  year through completion of  $4^{th}$  year 12 days; completion of  $5^{th}$  year through completion of  $12^{th}$  year 15 days; 3.
  - 4.
  - 5.
  - completion of  $12^{\text{th}}$  year through completion of  $12^{\text{th}}$  year -20 days; completion of  $20^{\text{th}}$  year -20 days; completion of  $20^{\text{th}}$  year on -25 days 6.
  - 7.
- H. Employees hired prior to October 16, 1987 shall enjoy the following vacation schedule:
  - Date of hire to December  $31^{st}$  of year of appointment 1 day per month. 1.

- 2. Completion of one (1) year through the completion of five (5) years 12 days.
- 3. From five (5) years through the completion of twelve (12) years -15 days.
- 4. From the completion of twelve (12) years through the completion of twenty (20) years 20 days.
- 5. Twenty (20) years forward 25 days
- 1. Any employee who is laid off, retired or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated in cash for the unused vacation he/she has carned at the time of separation. For the current year earned vacation is computed on the basis of 1/12<sup>th</sup> of the annual entitlement for each month up to time of separation. Any employee active as of April 1 shall be entitled to full compensation for that year.

#### ARTICLE VIII – SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to a contagious disease requiring isolation. Sick leave may not be used for personal business.
- B. All employees hired prior to October 15, 1987 shall be eligible for fifteen (15) sick days per year. Employees hired after October 16, 1987 shall receive sick leave benefits under the following schedule:
  - 1. First year of employment -9 days;

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- 2. Second year of employment -15 days
- 3. Third year of employment and thereafter -15 days
- C. The appointing authority shall require proof of illness of an employee on sick leave over three (3) days whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action up to and including discharge. In all cases of reported illness or disability suffered by an employee, the Township reserves the right to send for a Medical Physician to examine the reports on the condition of the patient to the Department Head.
- D. During the protracted periods of illness or disability of an employee, the Department Head may require interim reports on the condition of the patient at weekly or biweekly periods from the attending physician.
- E. The rules, which follow, apply to the payment of salaries during periods of illness or disability for regular permanent full-time employees. Temporary and seasonal employees are not entitled to compensation for such absences.
- F. No employee shall be allowed to work and endanger the health and well being of other employees and if the employee's conditions warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to a physician for an opinion as to the eligibility of the employee to be absent from work.
- G. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.
- H. If an employee is absent from work for reasons that entitle him/her to sick leave, the Department Head or his/her designated representative shall be notified as early as possible, but no later than fifteen minutes after the start of the scheduled work shift from which he/she is absent. Failure to 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. An employee who is absent for two (2) consecutive days or more and who does not notify his/her Department Head or some other responsible representative of the Township during the first two (2) days may be subject to discipline.

I. Any employee who engages in outside employment while on sick leave without the permission of the Department Head shall be subject to disciplinary action.

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- J. Employees shall receive sick pay accumulated at retirement pursuant to the existing personnel policies.
- K. Employees hired by the Township after January 1, 1978 may accrue sick leave up to a maximum of one hundred (100) days.
- L. Employees who were hired by the Township prior to January 1, 1978 may accrue sick leave time up to a maximum of two hundred twenty five (225) days.

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#### ARTICLE IX – FUNERAL LEAVE

- A. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed four (4) consecutive days.
- B. The immediate family shall include only husband, wife, child, foster child, parents, grandparents, grandchild, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, or relative residing in the employee's home for at least one (1) year.
- C. Reasonable verification of the event may be required by the Township.
- D. Such bereavement leave is not in addition to any holiday, day off, vacation leave or compensatory time off falling within the time of the bereavement.

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# **ARTICLE X – INSURANCE**

- A. The Township shall provide hospitalization insurance, dental coverage and major medical insurance.
- B. The Township has the right to change insurance carriers or institute a self-insurance program so long as the same or substantially similar benefits are provided.
- C. Each employee shall receive \$150.00 per year payable by November 1<sup>st</sup>.
- D. Employees hired after 12/31/95 shall not be cligible for Retirees Medical Coverage. Employees on payroll prior to 1/1/96 who "bought in" while actively employed shall continue to receive medical benefits coverage for the employee and spouse at the time of retirement.

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#### ARTICLE XI – HOLIDAYS

A. All employees shall receive credit for a day off for the following fourteen (14) holidays:

New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas

- B. Any employee who is on leave of absence (i.e. injury leave or other unpaid leave) shall not be eligible for paid holidays which fall during the employee's leave of absence.
- C. Good Friday may be used as an alternate holiday or religious holiday of the individual employee's choice. Election of such use must be made at least thirty (30) days prior to the elected day or the day it replaced, whichever is sooner.
- D. Paid holidays referred to herein which fall on a Saturday shall be observed on the preceding Friday. Paid holidays falling on a Sunday shall be observed on the following Monday.
- E. Police Dispatchers Holidays observed on regular workdays, employee off with pay. Holidays occurring on employee's first regularly scheduled day off are to be observed on the last workday preceding the holiday. Likewise holidays occurring on the employee's regularly scheduled second day off is observed on the next workday following the holiday.

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# ARTICLE XII -- WORK INCURRED INJURY

- A. Employees who are injured, whether slightly or severely while working must make an immediate report within four (4) hours thereof to the Department Head and Township Manager.
- B. Employees may not return to work without a certification from his/her physician that he/she is capable of returning to work.

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#### ARTICLE XIII - MILITARY LEAVE

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A. Any full-time employee who is a member of the National Guard, Naval Militia, Air National Guard or a Reserve component of any of the Armed Forces of the United States and is required to engage in active duty training shall be granted paid time off as is authorized by law. This paid leave of absence shall be in addition to his/her vacation.

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#### ARTICLE XIV - LEAVE OF ABSENCE

A. Any employee may request a leave of absence without pay, not to exceed nincty (90) continuous calendar days, by submitting in writing all facts bearing on the request to his/her supervisor, who will append his/her recommendations and forward request to Township Manager. The Township Manager will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any extension of time should be at the discretion of the Manager. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision is non-grievable.

## ARTICLE XV - DISCRIMINATION AND COERCION

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

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B. The Employer and the Union agree that all employees covered under the 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 Employer or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

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#### **ARTICLE XVI – PROBATIONARY PERIOD**

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

# ARTICLE XVII - SEPARABILITY AND SAVINGS

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

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## ARTICLE XVIII – JURY LEAVE

- A. A regular full-time employee who loses time from his/her job because of jury duty as certified by the clerk of the Court shall be paid by the Township his/her normal pay, subject to the following conditions:
  - 1. The Employee must notify the Township Manager or Department Head immediately upon receipt of a summons for jury service.
  - 2. The employee has not voluntarily sought jury service.
  - 3. The employee submits adequate proof of the time served on the duty and the amount received for such service.
- B. If, on any given day an employee is attending jury duty he/she is released by the Court prior to two o'clock PM, that employee shall be required to return to work by three o'clock that day in order to receive pay for that day.

# ARTICLE XIX - PERSONAL DAYS

Effective January 1, 2006 Employees covered under this Agreement shall be entitled to personal days as follows:

Years of Employment	Personal Days
Less than one (1) year	1
More than one (1) year	4

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Such days of personal business leave shall be with the approval of the Department Head. Such leave shall be non-cumulative.

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#### **ARTICLE XX – MISCELLANEOUS**

- A. <u>Bulletin Boards</u> Bulletin boards on the Township's premises will be for the posting of notices relating to the Union Meetings and official business only. Posted notices shall be signed by an elected or appointed official of the Union. Shop Stewards shall be responsible for all correspondence posted on the Union Bulletin Boards.
- B. Job Posting When a permanent vacancy in a bargaining unit position is to be filled or a new position is created, the Employer shall post a notice of such vacancy or new position on the bulletin board for a period of five (5) working days. The posting shall contain the date the position is to be filled, title of the position requirements, rate of pay and space for all interested employees to sign said posting. The Township may select any individual whether in the bargaining unit or not in filling the vacancy.
- C. <u>Visitation Rights</u> A representative or representatives of the Union, shall upon notification to the Township Manager have access during working hours of all facilities, building, grounds and other places in which employees covered by this Agreement work, for the purpose of adjusting grievances and negotiating the settlement of dispute.
- D. <u>Collective Negotiations</u> The Employer agrees to permit up to two (2) representatives release time with pay to participate in negotiations during working hours. There is no obligation to pay for negotiations time which does not occur during the employee's work day.
- E. <u>Layoff and Recall</u> The Employer agrees to follow the State of New Jersey rules and regulations concerning recall and layoff.
- F. <u>Labor-Management Committee</u> The parties agree that during the term of this Agreement the parties will meet periodically to discuss current problems.
- G. It is recognized that work schedules including the assignment of overtime are a prerogative of management and are determined by management's judgment as to needs to perform the job. Further, where there is a routine repetitive requirement, then work hours may be adjusted to accommodate the work requirement. In the event that any alternate work schedule is required, every effort shall be made to assign employees on a volunteer basis. If there are no volunteers then the least senior qualified employee (as determined by management) will be selected.
- H. All full-time employees are entitled to breaks in accordance with federal guidelines.
- I. Clothing/Uniforms/Personal Equipment See Appendix A.

#### ARTICLE XXI – CHECKOFF

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with N.J.S.A. 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 Clerk or his/her designee during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk or his/her designee.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk or his/her designee. The filing of notice of withdrawal shall be effective to hold deductions in accordance with <u>N.J.S.A.</u> 52:14-15.9E as amended.
- F. <u>Indemnification:</u> With respect to dues deductions, and the Union's demand return system established pursuant to law, the Union shall indemnify, defend and hold 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 pursuant to the above provisions concerning dues deductions.

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#### **ARTICLE XXII – AGENCY SHOP**

- A. <u>Representation Fee</u> If a permanent employee does not become a member of the Union during any membership year (i.e., from January 1 to the following December 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be prorated for members of the union. The representation fee shall be in an amount equal to no more than eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Township by the Union. Provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.
- B. <u>Indemnification</u>: With respect to dues deductions, representation fee deductions and the Union's demand return system established pursuant to law, the Union shall indemnify, defend and hold 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 pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provisions set forth above shall not be effective unless and until the Union shall have notified the Township in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

# ARTICLE XXIII - FULLY BARGAINED AGREEMENT

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A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues which were or could have been the subject of negotiations.

#### **ARTICLE XXIV – DURATION**

This Agreement shall be in full force and effect as of January 1, 2014 and remain in effect to and including December 31, 2016 with the reopening date(s) referred in Article 5.

This Agreement shall continue in full force and effect from year to year thereafter until one party or the other gives notice, in writing, to terminate. That notice shall be given at least one hundred fifty (150) days prior to nor later than one hundred twenty (120) days from the expiration date of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Verona, New Jersey, on this  $g_{\mu}$  day of New ber, 2014.

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153

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SECRETARY-TREASURER

By:

SR. BUSINESS REPRESENTATIVE

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**CHIEF STEWARD** 

By: Marten

**TOWNSHIP OF VERONA** 

JOSEPH A. MARTIN TOWNSHIP MANAGER

# APPENDIX A INCREASE 01/01/2014 – 2 ½% 2014 SALARY GUIDE

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GRADE	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
1	1240	33,338	34,580	35,820	37.060	38,300	39,540	40,780	42,020	43,260
2	1306	34,976	36,281	37,587	38,893	40,199	41,505	42,811	44,117	45,423
3	1375	36,698	38,069	39,444	40,819	42,194	43.569	44,944	46,319	47,694
4	1355	38,960	40,315	41,670	43,025	44,380	45.735	47,090	48.445	49,800
5	1464	41,400	42,864	44,328	45,792	47,256	48,720	50,184	51,648	53,112
6	1538	42,410	43,950	45,488	47,026	48,564	50,102	51,640	53,178	54.716
7	1606	45,279	46,887	48,493	50,099	51,705	53,311	54,917	56,523	58,129
8	1657	47,351	49,010	50,667	52.324	53,981	55,638	57,295	58,952	60,609
9	1779	49,453	51,230	53,009	54,788	56,567	58,346	60,125	61,904	63,683
10	1886	51,626	53,514	55,400	57,286	59,172	61,058	62,944	64,830	66,716
1]	1958	54,121	56,077	58,035	59,993	61,951	63,909	65,867	67.825	69,783
12	2090	56,316	58,405	60,495	62,585	64,675	66,765	68.855	70,945	73.035
13	2181	58,667	60,848	63,029	65,210	67,391	69,572	71,753	73,934	76,115
14	2272	61.019	63,289	65,561	67,833	70,105	72,377	74,649	76,921	79,193
15	2343	62,759	65,101	67,444	69,787	72,130	74,473	76,816	79,159	81,502
16	2414	64,500	66,914	69,328	71.742	74.156	76,570	78,984	81,398	83,812

#### APPENDIX B

## CLOTHING/UNIFORMS/PERSONAL EQUIPMENT VERONA PUBLIC WORKS DEPARTMENT FIRE ALARM, MAINTENANCE DEPARTMENT DISPATCHERS, SEWER TREATMENT PLANT

- 1. The Township of Verona shall supply and replace the following items for all employees of the garage, treatment plant and buildings and grounds departments. These items will be replaced annually:
  - a. Five (5) pants

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- b. Five (5) Short Sleeve Shirts
- c. Five (5) Long Sleeve Shirts
- d. Two (2) Spring Jackets
- e. Five (5) Tee Shirts
- f. One (1) Steel Tip Work Shoes
- 2. The Township of Verona shall supply and replace the following items for all employees of the garage, treatment plant and buildings and grounds departments. These items are to be every other year.
  - a. One (1) winter coat
- 3. The Township of Verona shall supply and replace the following items for all employees of the garage, treatment plant and buildings and grounds departments, these items are to be replaced if worn, unfit or unsafe to wear.
  - a. One (1) Rain Suit
  - b. One (1) Pair Rain Boots
  - c. One (1) Pair of Work Gloves
  - d. One (1) Hard Hat
- 4. If any part of an employee's uniform and/or personal effects is destroyed or damaged in the course of employment, it shall be the responsibility of the Township to replace same upon approval of the Township Engineer, which approval shall not be unreasonably withheld. Personal effects shall be limited to watches and glasses whose replacement cost shall not exceed \$100.00. (This section shall not apply if effects are damaged or destroyed due to the employee's negligence.)
- 5. If an employee is entitled to certain items in Sections 1,2 and 3 but not in need of them, the Township can substitute (with approval of the employee) other needed clothing or personal equipment.

# 6. Dispatchers

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At the time of hiring dispatchers shall be eligible for:

Five (5) pants Five (5) long sleeve shirts Five (5) short sleeve shirts Five (5) turtlenecks One (1) pair of shoes One (1) belt One (1) tie

Once hired and upon completion of one (1) year of employment and yearly thereafter, dispatchers shall be eligible annually for:

Two (2) pants Two (2) long sleeve shirts Two (2) short sleeve shirts Two (2) turtlenecks