

COLLECTIVE BARGAINING AGREEMENT

January 1, 2014 through December 31, 2016

BETWEEN

TOWNSHIP OF VERONA

AND

VERONA POLICEMEN'S BENEVOLENT

ASSOCIATION

LOCAL #72

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I. PREAMBLE

This Agreement effective January 1, 2014 by and between the Township of Verona, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "Employer" and Verona Policemen's Benevolent Association, Local Number 72, hereinafter referred to as the "PBA".

Whereas the parties hereto have carried on collective negotiations for the purpose of developing and concluding a general agreement covering wages as well as other terms and/or conditions of employment in order that a more efficient and beneficial public service may be rendered.

Now, therefore, in consideration of the promises and mutual agreements herein contained, the parties hereto agree with each other with respect to the Employees of the Township of Verona recognized as being represented by the PBA as follows:

II. RECOGNITION AND SCOPE

1. The Employer hereby recognizes the PBA as the sole and exclusive representative of all Employees in the bargaining unit defined in Section 2 herein for the purpose of collective bargaining and all activities and processes relative thereto.

2. The bargaining unit shall consist of all sworn Employees or members of the Police Department of the Township of Verona, New Jersey, now employed or hereafter employed, except the Chief of Police.

3. Unless otherwise indicated, the terms "*Police Officer*", "*Officer*", "*Employee*", or "*Employees*" when used in this Agreement, refer to all persons

represented by the PBA as defined in Section 2.

4. The Employer and the PBA hereby acknowledge that the PBA has the right to negotiate the rates of pay, numbers of hours of work, fringe benefits, working conditions, safety equipment, procedures for adjustment of disputes and grievances and other related matters.

5. The Employer agrees not to enter into any other agreement or contract with any Employee or group of Employees or any other organization which in any way conflicts with the terms of this Agreement.

6. This Agreement shall be binding upon the parties hereto and their successors.

III. DISCRIMINATION AND COERCION

Pursuant to N.J.S.A. 34:13A-1 (*et seq.*) the Employer hereby agrees that every Police Officer shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations. There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the PBA or against the Employees represented by the PBA because of membership or activity in the PBA. There shall be no discrimination or coercion by the PBA or any of their agents against any Employees covered by this Agreement because of membership or non-membership in the PBA. The Employer shall refrain from showing preferential treatment towards any particular Employee and shall not discriminate in favor of, or assist, any other labor or police organization which in any way affects the PBA's rights

as certified representative of the Employees. Neither the Employer nor the PBA shall discriminate against any Employee because of race, creed, color, age or national origin. The Township will cooperate with the PBA with respect to all reasonable requests concerning the PBA's responsibilities as certified representative.

IV. RETENTION OF BENEFITS

1. Except as otherwise provided herein, all rights, privileges and benefits heretofore enjoyed and presently enjoyed shall be maintained and continued during the term of this Agreement. The policies and regulations currently in effect shall continue to be applicable except as modified by this Agreement.

2. The provisions of all applicable State Statutes, Rules and Regulations of the New Jersey Public Employment Relations Commission, Municipal Ordinances and Resolutions (except as specifically modified herein) shall remain in full force and effect during the term of this Agreement and shall be incorporated in this Agreement as set forth at length.

V. SALARIES

The base annual salaries for Employees covered by this agreement shall be as set forth on Appendix A annexed.

Sergeants' pay shall be calculated in the following manner: Top patrolman's salary x 5.6% in the first year. In the second year and thereafter top patrolman's salary x 11/2%. The differential between the ranks from sergeant to lieutenant shall be 5% in

the first year and 10% in the second year and thereafter.

The differential between the rank of Lieutenant to Captain will be 6.2% in the first year and 12.4% in the second year and thereafter.

Detectives shall have added to their base pay a yearly stipend as follows:

Detective Patrolman -	\$1,700.00
Detective Sergeant -	\$1,850.00
Detective Lieutenant -	\$2,000.00

VI. SENIORITY

1. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for *bona fide* illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by a physician approved by the Township.

2. In the case of Superior Officers, seniority is defined as an Employee's length of time in grade. A Supervisor's time in grade shall not be reduced by time lost due to an absence from his employment for a *bona fide* illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by a physician approved by the Township.

VII. HOURS OF WORK AND OVERTIME

1. All Employees working in excess of eight (8) hours in any twenty-four (24) hour period or in excess of any regularly approved work schedule shall be paid at one and one-half (1½) times the Employee's hourly rate. Said hourly rate shall be

computed pursuant to Article XIV.

2. Any Employee who is called in for any purpose other than his regular shift shall receive a minimum of two (2) hours pay at the rate of time and one-half (1½) subject to the above provisions. The Employer retains the right at its sole discretion to retain the Employee for the full minimum call out period.

3. The minimum call out provision shall not be applicable to recall which is contiguous with the backside of the Employee's work shift.

4. Any Employee required to be on stand by for court outside Verona shall be given compensation time at the rate of straight time per hour of stand by.

5. Officers shall be credited at the rate of time and one half (1½) for every "in service training" session. Each December 1, accumulated Time Compensated (T.C.) for each Officer shall be reduced by eight (8) hours.

6. As used, the term "eight (8) hour period" shall mean any eight (8) hours of duty within a day as defined herein. As used, the term "day" shall refer to the twenty-four (24) hour period beginning at 11:00 p.m. of one day and ending at 11:00 p.m. of the following day.

7. The following absences shall not be subtracted from the base period of any eight (8) hours in one (1) twenty-four (24) hour day or of any regularly approved work schedule in determining the number of hours actually worked, after which an Officer is compensated at the overtime rate:

Time Compensated (T.C.)
Compensation Day
Vacation Day
Personal Day
Sick Leave
Bereavement Leave

8. Overtime shall be paid for work as prescribed in this Article except under the following special circumstances:

Uniform Fittings
Voluntary Medical Examinations
Departmental Hearings (if the Employee is found guilty)

9. In the event an Officer incurs departmental overtime, the Officer may elect to take said overtime either in monetary compensation or in Time Compensated (T.C.). In any event, said overtime will be compensated at the rate of time and one-half (1½) the Officer's rate of pay. Should the Officer elect to take compensation in the form of T.C., it must be noted on the Officer's time card at the time said overtime is incurred.

VIII. COMPENSATORY TIME

Effective January 1, 2014, the Township shall have the option to "Buy-down" up to two hundred (200) compensatory hours that a Patrol Officer promoted to Sergeant has accumulated. This "Buy Down" shall be at the Patrol Officer's current salary rate and may be taken by the newly-promoted Sergeant as a lump sum payment or set up in an annuity fund.

IX. EXTRA DUTY WORK

Extra duty work shall be compensated as follows:

- a. All extra duty work between the hours of 7:00 a.m. and 7:00 p.m. shall be paid at the \$45.00 per hour rate.
- b. All extra duty work between 7:00 p.m. and 7:00 a.m. shall be paid at the \$55.00 per hour rate.
- c. The Township has the right to add reasonable administrative costs to the above rates.
- d. All payments shall be made through the Township payroll system.

X. OFFICERS ASSIGNED TO 5-2

1. Employees assigned to work in the job classifications listed below shall receive fourteen (14) holidays off each year.

2. The job classifications covered by this Article are Detective Bureau Personnel, Captains and Administrative Personnel Assigned to Township Offices.

XI. ALLOCATION OF OVERTIME

Insofar as possible, and based on operational requirements of the Department, the Chief of Police, or his designee, shall provide for a fair and equal system of overtime allocation. However, in the event of operational necessity, as determined by the Chief of Police, or his designee, Employees covered by this Agreement shall accept overtime assignments.

XII. LONGEVITY PAYMENTS

Each Police Officer hired prior to January 1, 1997 shall, in addition to his regular

wages and benefits, be paid a Longevity increment based upon years of service with the Police Department in accordance with the following schedule:

1. Upon completion of:

Five (5) years of service	2%
Ten (10) years of service	4%
Fifteen (15) years of service	6%
Twenty (20) years of service	8%
Twenty-four (24) years of service	10%

2. The date of payment of said Longevity payments shall be pursuant to the existing Township policy.

3. Employees hired after January 1, 1997 will not be eligible for longevity payments.

XIII. EDUCATION BENEFITS

1. All members of the Police Department of Verona shall be entitled to receive, in addition to their regular salary and wage benefits, a credit in the sum of Ten Dollars (\$10.00) for each credit hour computed or accepted by an accredited institution of higher education up to a maximum of one hundred twenty-five (125) credits. Each member of the Police Department shall be entitled to receive said credit in each calendar year. Payment hereunder shall be made on June 16th and December 16th following the semester in which the credits were earned.

2. It shall be understood that any Police Officer be employed by the Township in his first year shall be paid for college credits and 1/12th of the total payment per month for that year. Furthermore, should the Officer be employed prior to the 15th day of any

calendar month, he shall be paid for that calendar month. However, if he is employed on the 15th day or thereafter, payment shall commence on the month following.

3. In reference to actual payment, all individuals who are entitled to payment for college credits shall receive payment for half ($\frac{1}{2}$) of their certified credits on June 16th. The remaining half ($\frac{1}{2}$) payment, plus payment for any additional credits that may be earned and certified between the first half ($\frac{1}{2}$) payment and December 16th, shall be paid on December 16th.

4. Any individual who is entitled to payment for college credits and resigns during any portion of the calendar year shall be paid $\frac{1}{12}$ th of the total per month for each month of his employment during that calendar year.

5. Each member of the Police Department requesting credit shall submit a certification from the institution stating that he or she has successfully completed the credits, the specific courses and progress under which the credits were completed. Payment shall be made only if such courses and/or course of study have been previously approved by the Chief of Police, or his designee. Refusal to grant prior approval by the Chief of Police or his designee, may be appealed to the Township Manager for final determination.

6. The members of the Police Department shall for the term of this contract continue to receive payment for all credits which have been deemed appropriate by the Chief of Police, or his designee, prior to the effective date of the Agreement and for which the member has been receiving payment. Any new requests for payment for

credits previously earned or requests for payment of credits earned after the effective date of this Agreement shall be subject to the provisions of this Article.

*use prior year
qualified credits
to new year's
OT calc*

XIV. COMPUTATION OF OVERTIME AND HOLIDAY PAY

1. The calculation of the overtime rate shall include longevity, educational credits and holiday pay added to base pay divided by 2,050 hours.

2. Payment of overtime and holiday pay shall be in accordance with the computations as set forth above in Sections 1 and 2.

XV. VACATIONS

1. Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided. Officers who have been employed less than one (1) year shall receive one (1) day's vacation for each month of service up to a maximum of eleven days.

2. The following vacation period shall apply to:

Patrol Officers

Commencement of 2 nd year through completion of 2 nd year	13
Commencement of 3 rd year through completion of 3 rd year	14
Commencement of 4 th year through completion of 4 th year	16
Commencement of 5 th year through completion of 10 th year	18

	Commencement of 11 th year through completion of 15 th year	20
	Commencement of 16 th year through completion of 20 th year	21
Sergeant	Commencement of the 21 st year	25
	Commencement of 2 nd year through completion of 10 th year	18
	Commencement of 11 th year through completion of 15 th year	21
	Commencement of 16 th year through completion of 20 th year	22
Lieutenant	Commencement of 21 st year	26
	Commencement of 1 st year through completion of 10 th year	20
	Commencement of 11 th year through completion of 15 th year	22
	Commencement of 16 th year through completion of 20 th year	23
Captain	Commencement of 21 st year	28
	Commencement of 1 st year through completion of 10 th year	20
	Commencement of 11 th year through completion of 15 th year	23
	Commencement of 16 th year through completion of 20 th year	24
	Commencement of 21 st year	28

1. Vacations for each year must be submitted between December 1st and January 31st. Vacations that have not been submitted by the January 31st deadline will be assigned. There will be no exceptions.

2. The selection of vacations will be within each squad. Personnel permitting, up to two (2) men per squad may be on vacation at any given time. After final approval, vacation picks can only be changed in case of an emergency. In the case of an emergency change, the vacation pick will be subject to manpower availability.

3. Each member may have from one (1) to eight (8) vacation periods during the calendar year. The minimum number of days a member may take per vacation period is four (4). If less than four (4) days are left after a member has taken his picks the shortened period must be taken as his last pick.

4. These eight (8) periods will be based on a thirty-six (36) point system. The first period will be given eight (8) points, the second period seven (7) points, the third period six (6) points and so on through the Officer's 8th pick which will receive one (1) point. (Example: a senior Officer's first pick will be given eight (8) points and he cannot be bumped from that period. If the next Officer in seniority wants that Officer's second period as his first pick he may have it, since his first pick is given eight (8) points and senior Officer's second period is given seven (7) points. This point system only applies to Officer taking more than one (1) vacation period.)

5. After a member has submitted a vacation period, a senior Officer has seven (7) working days in which he can "bump" him from that period. After the seven

(7) day period, he may not be bumped from that period. There will be no exceptions. The vacation selection will be posted on the bulletin board as soon as possible.

6. Personal days and compensation days cannot be included in the vacation picks.

7. All vacation requests shall be submitted to, and be initialed by the Lieutenant or Commanding Officer of each squad. The Chief of Police, or his designee, will post the final vacation schedule by the end of February.

8. In general, and unless operational needs dictate to the contrary as previously defined in this Agreement and subject to the regulations of the Department, all vacation time may be delayed to a time based upon operational needs of the Department as identified by the Chief of Police, or his designee.

9. Upon review of the eight (8) pick system, and provided it does not create an operational problem, the Chief of Police, or his designee, may permit Officers to carry a maximum of four (4) vacation days into the following calendar year. Said review will occur between October - November of the proceeding year. In any event, this determination will be made by the Chief of Police, or his designee, prior to the vacation picks.

10. Should a problem arise concerning the eight (8) vacation periods, management reserves the right to renegotiate the number of vacation periods. In no event shall the number of periods be less than four (4).

XVI. PERSONAL LEAVE

1. Each Patrolman shall be entitled to the following personal day schedule:

0 - 1 years	1 Day
1 - 2 years	2 Days
After completion of 2 years	4 Days

2. Each Superior Officer shall be entitled to four (4) personal days annually.

3. These personal days shall be non-cumulative and will be granted only with the approval of the Chief of Police, or his designee, whose approval shall not be unreasonably denied.

XVII. LEAVE WITHOUT PAY

The Township Manager, on the request of an Officer and after reasonable notice, may grant a six (6) month leave of absence without pay to said Officer. Said leave may only be granted upon written request. The Township Manager may extend such leave for an additional six (6) months. Additional leave may be granted pursuant to Civil Service Rules and Regulations. If, however, said Officer overstays such leave, his employment with the Township shall be deemed to have terminated. Said Officer's seniority status shall continue while on leave. However, said seniority status shall not be increased by the period of time spent on leave, nor accrue toward retirement, terminal leave, salary increments, longevity-based compensations, benefits or promotional prerequisites.

XVIII. BEREAVEMENT LEAVE

1. Employees covered under this Agreement shall be granted, upon proper notification to the Chief of Police, or his designee, up to three (3) consecutive calendar days leave, without loss of regular pay upon the death of a member of his immediate family.

2. Immediate family shall be defined as the Employee's spouse, children, stepchildren, parents, stepparents, brothers, sisters, stepbrothers, stepsisters, grandparents, father-in-law, mother-in-law and any blood relation who is a member of the Employee's household.

3. In the event that a death occurs during an Employee's vacation, the Employee shall receive any scheduled workdays as bereavement days according to this Article.

XIX. SICK LEAVE

1. Employees shall receive a sick leave credit of no less than one (1) working day for each completed month of service during the first calendar year of service and fifteen (15) working days in every year thereafter. Unused sick leave shall accumulate without limit.

2. An Employee who has been absent on sick leave for three (3) or more consecutive workdays may be required to submit acceptable medical evidence substantiating the illness.

3. An Employee who has been absent on sick leave for periods totaling more

than fifteen (15) days in one calendar year consisting of periods of less than five (5) days shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature, causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

4. The appointing authority may require proof of illness of any Employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause of disciplinary action.

5. The appointing authority may require an Employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Employer, by a physician designated by the appointing authority. Such examination shall be to establish whether the Employee is capable of performing his normal duties and whether his return will jeopardize the health of other Employees.

6. During protracted periods of illness or disability of an Employee, the Chief of Police, or his designee, may require interim reports on the condition of the patient at weekly or bi-weekly periods from the attending physician.

7. 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 may direct the Employee to a physician acceptable to the Township for an opinion as to the eligibility of the Employee to be

absent from work.

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

- a) When the Employee, under medical care, fails to carry out orders of the attending physician.
- b) When an Employee does not report to the Township physician as ordered by the Chief of Police, or his designee, with reasonable notice to the Employee.
- c) When the Chief of Police, or his designee, is unable to contact the Employee within a period of twenty-four (24) hours except when circumstances exist which are beyond the Employee's control, which prevent the Chief from making contact with the Employee.

09. The recommendation of the Township medical physician, as well as those of the attending physician, as to the justification for the absence from duty on account of disability or illness or of the fitness of the Employee to return to duty shall be considered by the Chief of Police, or his designee. In such cases where there is a difference of professional opinion between the Township physician and the personal physician, the Chief of Police, or his designee, reserves the right to require the Employee to submit to an examination by a third doctor at Township expense.

10. If an Employee is absent from work for reasons that entitle him to sick leave, the Chief of Police, or his designee, shall be notified as early as possible, but not later than one (1) hour prior to the start of the scheduled work shift from which he is

absent, except where illness arose one (1) hour prior to commencement of shift. Failure to so notify the Chief of Police, or his designee, may be cause for denial of the use of sick leave for the absence and may constitute cause for disciplinary action. An Employee who is absent for five (5) consecutive days or more and who does not notify the Chief of Police, or his designee, or some other reasonable representative of the Township on any of the first five (5) days may be subject to dismissal, except where failure to give notice is excusable because of extenuating circumstances.

11. Any Employee who calls in sick to engage in outside employment shall be subject to disciplinary action.

12. Sick leave shall mean paid leave to Employees when they are unable to perform their work by reason of personal illness, accident, exposure to a contagious disease, or for emergency attendance upon the member of their immediate family who is seriously ill and requires their presence.

13. Superior Officers shall earn one (1) compensation day for each continuous 182-calendar days for which no sick leave is used. This provision will enable Superior Officers to earn up to two (2) compensation days per year.

XX. WORK INCURRED INJURY

1. Employees who are injured, whether slightly or severely, while working, must make an immediate report within twenty-four (24) hours of discovery to the Chief of Police, or his designee, or a supervisor.

2. Compensation for time lost from the job due to an on the job injury or

related illness will be handled as follows:

- a) Employee will receive his/her normal salary from the Township.
- b) Employee will receive a compensation check from the insurance company.
- c) Employee will sign his/her compensation check over to the Township.
- d) Employees will not be taxed for any worker's compensation payment and this income will not be reported to the IRS on their W-2 form at the end of the year.
- e) Employees will not be charged any of their accumulated sick time for time lost from the job due to a work incurred injury with the approval of the Chief of Police, or his designee, whose approval shall not be unreasonably withheld.
- f) The appointing authority may require an Employee who has been absent because of a work incurred injury, as a condition of his return to duty, to be examined, at the expense of the Employer, by a physician designated by the appointing authority. Such examination shall establish whether the Employee is capable of performing his normal duties and that his return will not jeopardize the health of other Employees.

3. Employees will continue to enjoy all benefits named in this Agreement while said Employee is absent from work due to a work related injury or work related illness.

XXI. TERMINAL LEAVE

1. An Officer having completed the required number of years of continuous

min = 20 years

(including military leave) service as provided by N.J. Statutes for Retirement, shall be entitled to terminal leave based upon his accumulated unused sick leave due not to exceed one hundred (100) days which days are vested.

2. All Employees who go on terminal leave on or after April 1 of the year shall receive all wage increases, longevity payments and continuation of all medical plan payments as such Officer would receive if on active duty or regular employment on the police force for that year. Said benefits shall be applicable to the entire period of the terminal leave. It is clearly understood by the parties that wage increases, longevity payments, *etc.*, will occur on a *pro-rata* formula based on the actual amount of terminal leave available as it relates to a full work year.

XXII. EXCHANGING TOURS OF DUTY

The Township agrees to allow any Employee covered by this Agreement to exchange his tour of duty with a consenting fellow Employee on a particular day if approved by the Chief of Police, or his designee. Said exchange for patrolmen is to be based upon rank for rank basis. Said exchange as it applies to superior officers is to be based upon a superior officer for a superior officer, not necessarily of the same rank. There shall be prior notice to the Employer of the names of the Employees who will exchange tours, the tours involved, and the date of said exchange.

XXIII. CLOTHING/UNIFORMS

1. The Employer shall supply all new Patrol Officers/Patrol Officer Detectives with uniforms, shoes and equipment as determined to be necessary by the

Chief of Police, or his designee, whose determination shall be final. In any event, the Employee shall be furnished with foul weather gear, which shall consist of a winter coat, a raincoat, rubber boots, winter thermal gloves, and a winter thermal hat.

2. All Detectives shall receive Three Hundred Dollars (\$300.00) per year for non-uniform clothing.

3. If any part of an Officer's uniform and/or personal effects is destroyed or damaged in the line of duty, it shall be the responsibility of the Employer to replace same upon approval of the Chief of Police, or his designee, which approval shall not be unreasonably withheld. Personal effects shall be limited to watches and glasses whose replacement cost shall not exceed One Hundred Dollars (\$100.00).

4. The provisions of Section 3 of this Article shall not apply in instances in which an Officer's uniform and/or personal effects are damaged or destroyed due to the Employee's negligence.

5. Effective January 1, 2006 each member covered by this contract shall receive a One Thousand Dollars (\$1,000.00) *per annum* clothing allowance.

XXIV. MEDICAL AND DENTAL COVERAGE

1. New Jersey State Health Benefits: The Township agrees to provide and pay the premium for New Jersey State Health Benefit Plan, or a plan equal to or better than the terms of that plan for all the Employees and their eligible dependants.

A standing alone prescription drug benefit must accompany enrollment simultaneously at a level not to exceed a co-payment of \$5.00 for generic drugs and

\$10.00 for name brand drugs. If mail order is available under the plan, a mail order option shall be provided at a co-pay not to exceed \$2.50. In the event there is a change of insurance carriers for health benefits in the future, any such change can be accomplished only if equal or better coverage is obtained at no additional costs to the Employee. Enrollment in any new carrier shall provide coverage at no premium cost or premium sharing by the Employee regardless of the program selected by the Employee or scope of coverage required by the Employee (individual, husband and wife, family).

2. Dental: The Township shall provide and pay for the premium for a family dental coverage program consisting of the following specifications:

Preventive and Diagnostic: 100% coverage

Basic 80% UCR coverage, after deductible, if there is a deductible.

Prosthodontic - 50% with a \$1,500 max.

Orthodontic Lifetime Coverage - 50% with a \$1,000.00 max.

The Township shall continue to provide dental insurance at the same level of benefits currently provided.

XXV. MEDICAL COVERAGE UPON RETIREMENT

Commencing January 1, 1989, the Township of Verona agrees to provide medical insurance coverage (Blue Cross/Blue Shield plus Major Medical or their equivalent or an HMO) for all Police Officers who retire from the Verona Police Department with twenty-five (25) or more years of credited police service or who are authorized a disability retirement. This coverage is subject to the provisions herein listed below:

- a. The medical coverage benefit shall be administered by the Township at no cost to the retiree.
- b. Participation in the plan shall be mandatory for all Police Officers.
- c. The Township recognizes that any Officer employed prior to January 1, 1990 has had the sum of thirty-one (31) dollars deducted from his bi-weekly pay for a total of fifty-two (52) pays ending the last pay in December 1991. Commencing January 1, 1992, these Officers shall have no further deductions from their pay for this medical coverage benefit.
- d. Any and all deductions for the above plan shall be non-refundable.
- e. Any Officer retiring from the Verona Police Department on or after January 1, 1989 shall receive full medical insurance coverage to include major medical or their equivalent, at no cost to him. This coverage shall include the Officer's spouse and any dependent children. This medical coverage shall be the same coverage the Officer had at the time of his retirement. Should the Township upgrade the medical insurance benefit for its on-the-job Employees, the retired Officer and his dependents shall receive the same upgrade at no cost him. In general, the retired Employee shall be permitted to remain in the Township's current group medical insurance policies.
- f. Upon the death of the Officer, either while employed or after retirement, the surviving spouse and/or dependent children shall be permitted to

remain in the current medical insurance plan for a period of eighteen (18) months at no cost to the spouse or dependent children.

- g. Should an Officer sustain a change in status (i.e. single to family coverage) after retirement, notification of this change shall be made to the Township Manager in writing. Upon receipt of this notification, and as soon as reasonably possible, this change in coverage shall be afforded to the retired Officer, his spouse and his dependent children at no cost to him.
- h. Credited police service shall include police service in another jurisdiction and/or military buy back time.
- i. Effective January 1, 2014, all new hires will be required to pay 40% of the premium costs for health insurance, dental insurance and prescription coverage at the time of retirement.

XXVI. PENSION

The Employer shall provide pension and retirement benefits to Employees covered by this Agreement pursuant to requirements imposed by statutes or laws of the State of New Jersey.

XXVII. ANNUAL PHYSICAL EXAMINATION

Each Employee shall have the option of an annual physical medical examination, which shall be paid for by the Township.

XXVIII. COLLECTIVE BARGAINING PROCEDURE

1. Collective bargaining with respect to rates of pay, hours of work, or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the designee of the Township Manager and the President of the PBA or his designee, shall be the respective bargaining agents for the parties.

2. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

3. Not more than two (2) patrolmen shall be excused from duty without loss of pay to attend said meeting. In addition, not more than two (2) superior officers shall be excused from duty without loss of pay. Said on-duty members shall be subject to recall to duty in the case of an emergency.

4. Employees who are designated by the PBA for the purpose of negotiating a collective bargaining agreement shall be excused from their work assignment on the

day of the meeting without loss of pay.

XXIX. CONDUCTING UNION BUSINESS

1. The Employer shall permit members of the PBA grievance committee (which shall consist of three (3) members, one (1) of whom shall be a supervisor) to conduct the business of the committee, i.e., conferring with Employees and the Employer on specific grievances in accordance with the grievance procedures set forth herein during duty hours of the members without loss of pay with the approval of the Chief of Police, or his designee, whose approval shall not be unreasonably withheld.

2. The grieving Employee(s) may attend the grievance with the approval of the Chief of Police, or his designee. A written request including the names of the Employees seeking approval shall be required. Said approval shall not be unreasonably denied.

3. The State PBA Delegate, or his designee, shall be excused from his full tour of duty without loss of pay on the days when the regularly scheduled and specifically called statewide meetings are held. The State PBA Delegate shall also be granted time off without loss of pay to attend the regularly scheduled meetings of the Essex County PBA Conference, manpower permitting.

4. The Employer agrees to grant up to five (5) days time off without loss of pay to the President of the PBA, or his designee, for the purpose of conducting PBA business. This time off must be with the approval of the Chief of Police, or his designee, whose approval shall not be unreasonably withheld.

5. The Employer agrees to grant the necessary time off without loss of pay to the authorized representatives of the PBA to attend any convention of the NJ State Policemen's Benevolent Association, as required by New Jersey law.

6. The PBA shall be afforded the use of Township facilities as available for committee meetings, monthly membership meetings and conferences, at no cost to the PBA, subject to availability.

7. The PBA President or representative shall be permitted to meet and confer with Employees for PBA business at reasonable times during work hours without any loss of pay, provided said business does not interfere with work duties or work performance, as determined by the Chief of Police, or his designee.

XXX. BULLETIN BOARDS

Subject to prior approval of the Chief of Police, or his designee, whose approval shall not be unreasonably withheld, the Employer shall permit the Association reasonable use of a bulletin board and other Police facilities for the posting of notices concerning Association business and activities and concerning matters dealing with the welfare of the Employee. In addition, the Employer shall provide the Association with a mailing address. All such bulletins and/or notices shall clearly indicate the Association name and shall be signed by the person posting such notices, or if on behalf of the Association President, by the President himself.

XXXI. ACCESS TO PERSONNEL FILES

1. Each Employee shall have the right to inspect his personnel file in its

entirety on reasonable notice and at a reasonable time provided a designated superior officer is present at the time of inspection.

2. The Employer agrees to notify the Employee of any material, derogatory or favorable to the Employee, when placed in his personnel file.

3. Each Employee has the right to review his personnel file at regular intervals with notice to the Chief of Police, or his designee. Each time the Employee reviews his personnel file, he shall initial the file. The officer may make a copy of relevant information with approval of the Chief of Police, or his designee whose approval shall not be unreasonably withheld.

4. Each Employee shall have the right to submit a written answer to any derogatory material placed in his file. Said rebuttal shall not exceed 5 pages. The rebuttal shall be reviewed by the Chief of Police, or his designee, and attached to the file copy.

XXXII. BILL OF RIGHTS

Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

The wide-ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by supervisory personnel. In an effort to ensure

that these investigations are conducted in a manner which is conducive to good order and discipline, and once the investigation enters an accusatory stage or when written reports are required, the following rules are hereby adopted:

- a. Except in emergent circumstances, the interrogation of an Employee shall be at a reasonable hour, preferably when the member involved is on duty.
- b. The Employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise an Employee being interrogated as a witness shall be supplied at the initial contact.
- c. The questioning shall be reasonable in length. He should be allowed to have a PBA representative present if he so desires. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.
- d. The complete interrogation of the Employee shall be recorded mechanically by the PBA. There will be no "OFF THE RECORD" questions.
- e. The Employee shall not be subject to any offensive language, nor shall be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.
- f. If an Employee is under arrest or is likely to be, that is, if he is a suspect or target of a criminal investigation, he shall be given his rights in accordance with law.
- g. In all cases and in every stage of the proceedings the Department shall

afford an opportunity for an Employee, if he so requests, to consult with counsel and/or his PBA representative(s) before being questioned concerning a violation of the Rules and Regulations.

h. No disciplinary action will be taken against an Employee without just cause.

i. Departmental investigations: Departmental investigations shall be as prescribed in the rules and regulations of the Police Department and as prescribed in this Article of the Agreement.

XXXIII. FALSE ARREST AND LIABILITY INSURANCE

1. The Township of Verona hereby agrees to indemnify Employees in the same manner as provided by the terms of N.J.S.A. 59:10-1 et seq. and N.J.S.A. 40A:14-155.

2. The Township also agrees to provide the cost of liability insurance to cover each Employee for any liability he may incur while acting in the performance of his duties.

XXXIV. NO STRIKE AGREEMENT

1. Both parties recognize the desirability of continuous and uninterrupted operation of the Police Department and the avoidance of disputes, which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure through which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this

Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not nor will any person acting in its behalf cause, authorize or support, nor will any person acting in its behalf 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 from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment) for any purpose or reason whatsoever.

2. The above is interpreted that: The Association may be held liable in damages for "wild cat" strikes, unless the Association in writing immediately disavows the strike and notifies strikers to return to work.

3. The Association 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 contract.

XXXV. GRIEVANCES

1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment and includes, but is not limited to, any dispute over the interpretation, application or construction of this Agreement or a disciplinary action of less than six (6) days. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

When the PBA wishes to present a grievance for itself or any Employee or group of Employees for settlement, such grievance shall be presented as follows:

Step 1. Any Employee who believes he has a grievance shall discuss it first with his immediate supervisor as applicable in an attempt to resolve the matter informally at that level. If as a result of this discussion, the matter is not resolved to the satisfaction of the Employee, he shall set forth his grievance in writing within ten (10) days of the date of the occurrence of events giving rise thereto and present it to his immediate supervisor on an appropriate form, specifying: a) the specific nature of the grievance and the contract clause violated; b) the results of the discussions; c) the date and time of presentation; d) the relief sought. The immediate superior shall communicate his decision to the Employee in writing within seven (7) days of receipt of the written grievance.

Step 2. If the grievance is not resolved at Step 1 or if no answer has been received by the PBA within the time set forth in Step 1, the PBA shall present the grievance within ten (10) days in writing to the Chief of Police, or his designee. This presentation shall set forth the position of the PBA and at the request of either party, discussions may ensue. The final decision of the Chief of Police, or his designee, shall be given to the Union in writing within fifteen (15) days after receipt of the grievance by the Chief of Police, or his designee.

Step 3. If the grievance is not resolved at Step 2 or if no answer has been received by the PBA within the time set forth in Step 2, the PBA shall present the grievance within ten (10) days in writing to the Township Manager, or his designee. This presentation shall set forth the position of the PBA and at the request of either party,

discussions may ensue. The final decision of the Township Manager, or his designee, shall be given to the Union in writing within fifteen (15) days after receipt of the grievance by the Township Manager, or his designee.

Step 4. If the grievance has not been settled by the parties at Step 2 or 3 of the Grievance Procedure or if no written answer has been received by the PBA within the time set forth in Step 3, the PBA may demand arbitration of the grievance.

2. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as herein provided. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey State Board of Mediation or the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

- a) The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.
- b) The decision of the Arbitrator shall be final and binding on the PBA and the Employer.

- c) Where an Employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.
- d) The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- e) The costs for the services of the Arbitrator shall be borne equally by the Employer and the PBA.
- f) Either party reserves the right to require that only one issue at a time be submitted to arbitration.
- g) The Arbitrator shall be bound by the provisions of this Agreement and by the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involving 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.

3. Nothing contained herein shall prevent any Employee from presenting his own grievance and representing himself. This may be done provided the PBA is notified of all meetings, the answer for each step of the grievance, and the PBA is given the opportunity to be present at all steps of the grievance procedure.

4. The steps provided for herein may be waived by mutual agreement of the parties. If the Employer fails to meet and/or answer any grievance within the

prescribed time limits hereinbefore provided, such grievance may be processed to the next step.

5. Grievance forms shall be made available through the PBA President, PBA Delegate, or the Chief of Police, or his designee. Said forms shall be utilized by aggrieved Employees, by the PBA and by the Employer for the purpose of processing grievances filed pursuant to the provisions of this Article.

XXXVI. EXTRA CONTRACT AGREEMENTS

The Employer agrees that in the event of conflict between this Agreement and any other agreement, rule or regulation of the Township, the provisions of this Agreement shall be controlling to the extent permitted by law. It is further agreed that for the duration of this Agreement, the Employer agrees not to negotiate the terms and conditions of employment or members of this negotiating unit with other than the designated representative indicated herein.

XXXVII. SAVINGS CLAUSE

In the event that any provision of this Agreement shall at anytime be declared invalid by Legislative Act or any court of competent jurisdiction, or through governmental regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

XXXVIII. MUTUAL AID

Employees, while rendering aid to another community, shall be fully covered by Worker's Compensation, Liability Insurance and pensions to the extent required by New Jersey law.

XXXIX. SCHEDULE CHANGES

Except as operational needs dictate, there shall be no change in an Employee's normal work schedule without prior written notice to the Employee. Every reasonable effort will be made to give forty-eight (48) hours notice before the actual change, but in no event shall the notice be less than twenty-four (24) hours unless carrying out the mission of the Department requires less than the notice provision set forth herein.

XL. MEETINGS

In order to encourage a more efficient Department, the Township Manager, or his designee, and not more than three (3) representatives shall meet at least once every two (2) months. The intent of these meetings shall be to provide a continuing dialogue between Employer and Employee representatives in order that the aforementioned goal may be realized.

XLI. MANAGEMENT RIGHTS

1. The Employer, on its own behalf and on behalf of the taxpayers of the Township of Verona, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States,

including but without limiting the generality of the foregoing, the right:

- a. To exercise executive management and administrative control of the Police Department and its properties and facilities, and the activities of its Employees.
- b. To hire all Employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotions, and to promote and transfer all such Employees.

2. The exercise of the foregoing powers, rights, authority and duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in the execution thereof and the use of judgment and discretion in connection herewith 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 laws of the State of New Jersey, and the Constitution of the United States.

3. Nothing contained herein shall be considered to deny or restrict the Employer and its rights, responsibilities, and authority under the New Jersey laws or any other national, state, county or local laws or regulations.

4. Nothing in this Agreement which changes pre-existing Employer policy, rules or regulations shall operate retroactively unless expressly so stated. The parties agree that Employees shall continue to serve under the direction of the Chief of Police, or his designee, and in accordance with Employer and administrative policies, rules,

regulations provided that the provisions of this Agreement shall supersede and prevail over any conflicting provisions.

5. It is understood that, under the rulings of the courts of New Jersey, the Employer and the Association are forbidden to waive any rights or powers granted them by law. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or subsection of this Agreement shall be interpreted in any manner or to be so construed as to indicate that the Employer or Association has waived rights which are expressly required by the courts to be retained by the Employer or Association.

XLII. MISCELLANEOUS

1. In the event of termination of employment or a member for any reason, all accrued and unused vacation, holidays, overtime, college credits, and compensatory time shall be paid to the member on a pro-rata basis. The provisions of this Section shall also apply to members who retire, are separated due to disability or death. In the latter case, payment shall be made to the member's estate, heirs, or next of kin.

2. There shall be a monthly posting of sick time, vacation time, compensatory time, and personal days for all Employees of the Police Department on the Department bulletin board. This listing shall show both used and unused time for each of the mentioned categories. This posting shall be placed on the bulletin board by the 10th of each month.

3. The Township agrees to make available to the PBA, in response to

reasonable requests from time to time, all available information concerning financial resources of the Township, including but not limited to annual financial reports and audits, a list of certified police personnel, budgetary requirements and allocations, agenda and minutes of all Township public council meetings, census data, names and addresses of all police officers, and such information that shall assist the PBA in developing accurate and formally constructive programs on behalf of the Police Officers.

4. The Township further agrees to make available information which may be necessary for the PBA to process any grievance or complaint except in the case of personal matters in which the release of information shall be made on the basis of legal advice from the Township attorney. Information provided to the PBA shall be data that is readily available.

5. The Employer will make every effort to maintain all equipment in good working order. In return for this effort, the officers agree to operate said equipment in a safe and proper manner.

6. A VALIC payroll deduction shall be made available to the Employees at a schedule to be set by mutual agreement.

XLIII. UNION SECURITY

1. The Employer agrees that, upon receipt of an appropriate authorization card, he will deduct such regular dues as indicated by the Employee for membership in the Verona PBA. It should be clearly understood that Employees must authorize such

deductions and that such is a voluntary authorization. It is understood that the Employee may withdraw such authorization pursuant to New Jersey law.

2. Deductions made on behalf of the Employee Group shall be transmitted to the Verona PBA Treasurer pursuant to a schedule mutually established by the parties.

3. The PBA shall indemnify, defend and save the Township harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the PBA to the Township.

XLIV. ENTIRETY OF AGREEMENT

1. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of collective negotiations. They, therefore, each voluntarily and without qualification, waive the right for the life of this Agreement to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

2. This contract represents the entire Agreement between the parties and no other agreements or practices are binding upon either party hereto with respect to wages, hours, or conditions of employment of the Employees covered thereby.

3. Modification of Agreement: This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

XLV. SHIFT SELECTION

1. Each January 1st, shift assignments shall be made, where all qualifications are equal, pursuant to a seniority-based bid system. Superior Officers shall also be subject to the shift selection process within their respective ranks. Standard slips shall be developed and distributed to all affected personnel no later than October 31st prior to the commencement date. The Employee shall list his/her shift choices giving first, second and third preferences. Assignments shall then be made based upon seniority. These assignments shall take effect January 1st of the following year remaining in effect until the procedure is repeated each year.

2. With the exception noted in paragraph "3", all eligible unit members will be able to select shifts through the bidding procedures outlined above in paragraph "1". All Employees, with the exception of Employee titles enumerated in Article VII of this Agreement, shall work a schedule of four (4) days on and two (2) days off, consistently.

3. Nothing contained within this Article shall be interpreted to mean that duty assignments such as Detective Bureau, Traffic, Meter Enforcement, DARE Program, Juvenile Officer, etc., are to be bid. Those assignments remain a prerogative of the Chief of Police, or his designee, which shall be in accordance with law. Further, in order to meet with needs of training and/or specialized abilities, shift assignments may be altered in order to meet with bona fide safety needs of citizens of the Township. By way of example, changes to shift assignments that occur as a result of extended sick leave (more than one (1) tour) promotions, retirement, schools (department related),

military active duty, extended jury duty, and training, are within the authority of the Chief of Police. In these cases, the changes shall be made with timely notice and explanation and shall last until such time as the specific needs have been met, at which time the affected Employee shall be returned to his bid shift.


XLVI. DURATION

This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect until December 31, 2016.

Attest:


ANTHONY CONDORELLI
PBA Vice President

PBA LOCAL No. 72:


MICHAEL BARONE
PBA President

Attest:


SUSAN NEALE,
Township Clerk

TOWNSHIP OF VERONA


JOSEPH A MARTIN
Township Manager

APPENDIX A-1*

Effective 2013		2014 <u>07-01-2014</u> (7-1-14)	2015 <u>07-01-2015</u> (7-1-15)	2016 <u>07-01-2016</u> (7-1-16)
Step 1	38,300	38,300	39,602	40,948
Step 2		46,135	47,704	49,326
Step 3		53,970	55,804	57,701
Step 4		61,805	63,906	66,709
Step 5	66,424	68,682	71,017	73,432
Step 6	74,187	76,709	79,317	82,014
Step 7	80,823	83,571	86,412	89,350
Step 8	88,583	91,595	94,709	97,929
Step 9	96,339	99,615	103,002	106,504
Step 10	105,217	108,794	112,493	116,318
(11.2) SGT	117,001	120,979	125,092	129,345
(10) LT	128,700	133,700	137,600	142,278
(12.4) Capt.	144,659	149,577	154,663	159,922
(9.3) Chief	158,076	163,488	169,047	174,795

* Holiday Fold in is included for all steps and titles.