

**AGREEMENT**

**BETWEEN**

**TOWNSHIP OF VERONA**

**AND**

**O.P.E.I.U., LOCAL 153**

**January 1, 1996 through December 31, 1998**

## PREAMBLE

A. This Agreement entered into this 8th day of April, 1996, 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 issue 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 hours per week blue and white collar employees excluding confidential Secretary to Township Manager, department heads, any and all supervisory personnel, school crossing guards, craft workers, police, firemen, confidential employees, and all other Township employees.

C. Permanent part-time employees are entitled to pro-rata benefits except medical insurance which shall be full coverage for individual and none for dependents.

D. Supervisory personnel are defined as personnel assigned the responsibility to develop work schedules, assign employees to perform specific tasks, evaluate and discipline employees under their supervision.

## ARTICLE II - MANAGEMENT RIGHTS

A. 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 prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To 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 the work required.

3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the 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 disciplinary 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 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 R.S. 40A: 1-1, et. seq. 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.

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

A. The Union hereby covenants and agrees that during the term of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, of absence in whole or in part, from the full, faithful and proper performances of the employee's duties or employment), work stoppage, slow-down, 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 contract.

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's with the Union order.

D. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

#### ARTICLE IV - GRIEVANCE PROCEDURE

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 any appropriate member of the Department.

C. With regard to employee, the term "grievance" 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 only. With regard to the Township, the term "grievance" as used herein means 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 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 in-formally. 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 the immediate supervisor, such appeal shall be presented in writing to the Township Manager within five (5) work days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. The Township Administrator shall respond in writing to the grievance within 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 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 disputed. 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.
- e. 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 fact 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 contract the time limits for proceeding the grievance at any step in the grievance procedure.

#### ARTICLE V - SALARIES & LONGEVITY

A. Effective July 1, 1996 all employees shall receive an increase of 2.5% above their 6/30/96 base rate.

B. Effective January 1, 1997 all employees shall receive an increase of 2.5% above their 12/31/96 base rate.

C. Effective July 1, 1997 all employees shall receive an increase of 2.5% above their 6/30/97 base rate.

D. Effective January 1, 1998 all employees shall receive an increase of 2.5% above their 12/31/97 base rate.

E. Effective July 1, 1998 all employees shall receive an increase of 2.5% above their 6/30/98 base rate.

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 1st of each year. (See Schedule A.)

F. In addition to annual salaries, employees on payroll prior to 1/1/96 shall receive longevity compensation added to base salary according to the following schedule:

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

G. Employees hired after 12/31/95 shall not be eligible for longevity increases.

#### ARTICLE VI - OVERTIME

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

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

1. Upon 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) minutes 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 to 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

1. Date of hire to December 31st of year of appointment - 1 day per month.
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.

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

B. Employees must submit vacation preference by March 1 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 their 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 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 a leave of absence (i.e., injury leave or workmen's compensation or unpaid leave) shall have his 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 canceled 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 year through completion of 2nd year.....10 days;
3. completion of 2nd year through completion of 3rd year.....11 days;
4. completion of 3rd year through completion of 4th year.....12 days; 1998 - 12 Vacation.
5. completion of 5th year through completion of 12th year.....15 days;

- of 12th year.....15 days;
- 6. completion of 12th year through completion of 20th year.....20 days;
- 7. completion of 20th year on.....25 days.

H. Any employee who is laid off, retired, or separated from the service of the Employer for any reason, prior to taking his vacation, shall be compensated in cash for the unused vacation he has earned at the time of separation. For the current year earned vacation is computed on the basis of 1/12 of the annual entitlement for each month up to time of separation.

**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 with more than one (1) year of service 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;
- 2. Second year of employment 12 days;
- 3. Third year of employment and thereafter 15 days. *15 Sick.*

C. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action up to and including discharge.

1. 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 bi-weekly periods, from the attending physician and/or Township medical 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 condition warrants, the employee may be directed to take sick leave. The Department Head may direct the employee to the Township physician for an opinion as to the eligibility of the employee to be absent from work.

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

1. When the employee does not report to the Township physician.
2. When the Supervisor is unable to contact the employee within twenty-four (24) hours.

H. The recommendation of the Township medical physician as well as those of the attending physician as to the justification for the absence from duty on account of disability or illness of the fitness of the employee to return to duty shall be considered by the Department Head. The Department Head reserves the right in such cases where there is a difference of professional opinion between the Township physician and the personal physician, to require the employee to submit to an examination by a doctor. If the Township selects the third doctor (family service), the Township shall pay for such visit. The employee agrees to submit the doctor visit to his insurance company for reimbursement payable to the Township.

I. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

J. Sick leave shall not be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

K. If an employee is absent from work for reasons that entitle him to sick leave, the Department Head or his designated representative shall be notified as early as possible, but no later than fifteen minutes after the start of the scheduled work shift from which he is absent. Failure to notify the Department Head or his designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for two (2) consecutive days or more and who does not notify his Department Head or some other responsible representative of the Borough any of the first two (2) days may be subject to dismissal. Habitual absenteeism or tardiness may be cause for discipline up to and including discharge.

M. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to immediate discharge.

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

O. Employees shall receive sick pay accumulated at retirement pursuant to the existing personnel policies.

## 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 calendar days.

B. The "immediate family" shall include only husband, wife, child, foster child, parents, grandparents, sister, brother, brother-in-law, father-in-law, mother-in-law, grandchild, 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.

E. Employees whose religious preference dictates, may commence funeral leave on the date of death or the date of burial. Duration of such leave shall be limited to four (4) consecutive calendar days or the end of shiva, whichever is less.

## ARTICLE X - INSURANCE

A. The Township shall provide hospitalization insurance, dental coverage and major medical insurance in effect at the end of 1986. Any difference in cost between an HMO and the Township insurance coverage shall be borne by the individual employee.

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 per year as per past practice payable by November 1st.

D. Employees shall have the option of declining medical coverage authorized and provided for in paragraph A of this Article, and in return shall receive 40% of the annual premium in cash of the benefits they were previously receiving. Payment of this money shall occur on December 1 of each year during such exercise of this option.

In the event the employee re-enrolls for medical coverage, such re-enrollment may be done on the first of any month. Payment of the aforementioned 40% shall be prorated for the months that no medical coverage is provided.

E. Retirees Medical Coverage - Effective January 1, 1993, Employees shall be eligible to receive health coverage upon retirement for the employee and spouse on a pre-retirement "buy in" basis.

The Employer shall offer three options, and the employee may select one.

**OPTION:**

1. 25 years of service, 100% premium paid by the Employer at the time of retirement.
2. 20 years of service, 75% premium paid by the Employer and 25% paid by the Employee.
3. 15 years of service, premium shared 50/50 between the Employee and Employer.

See Appendix B for formula and details of this Benefit.

F. Employees hired after 12/31/95 shall not be eligible for Retirees Medical Coverage.

**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
Washington's Birthday	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 absence (i.e., injury leave or workman's compensation or other unpaid leave) shall not be eligible for paid holidays which fall during the employee's leave of absence.

C. Good Friday and General Election (\*) may be used for either alternate holidays or religious holidays 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 replaces, 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 work days, employee off with pay. Holidays occurring on employees first regularly scheduled day off are to be observed on the last workday preceding the holiday. Likewise, holidays occurring on the employees regularly scheduled second day off is observed on the next workday following the holiday.

**ARTICLE XII - WORK-INCURRED INJURY**

A. Employees who are injured, whether slightly or severely while working, must make an immediate report within eight (8) hours thereof to the Department Head.

B. Employees may not return to work without a certification from his/her physician that he/she is capable of returning to work.

### ARTICLE XIII - MILITARY LEAVE

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 field training shall be granted as is authorized by law. This paid leave of absence shall be in addition to his vacation.

B. If the amount of pay the employee receives from the federal or state government for temporary training duty (a period not to exceed fifteen (15) consecutive calendar days of training) is less than the base compensation which he would have received for the same period, he shall be paid the differences by the Township. All eligible employees are required to submit a copy of their military pay voucher before the Township is required to comply with this provision.

C. When an employee not on probation has been called to active duty or inducted into the military or naval forces of the United States, he shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and all employee benefits shall cease. Such employee may be reinstated without loss of privileges or seniority accrued to the last day worked, provided he reports for duty with the Township within sixty (60) days following his honorable discharge from the military service and provided he has not voluntarily extended the length of his military service.

D. If the military service occurs during a time of war, reinstatement will be allowed up to three (3) months after the date of honorable discharge unless the employee is incapacitated at the time of discharge, in which case reinstatement will be allowed up to three (3) months following his recovery so long as the recovery occurs within two (2) years from the date of discharge.

E. "Active Duty" shall mean more than fifteen (15) days service.

### ARTICLE XIV - LEAVE OF ABSENCE

A. Any employee may request a leave of absence without pay, not to exceed thirty (30) continuous calendar days, by submitting in writing all facts bearing on the request to his supervisor, who will append his 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 request for extension of time shall 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.

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.

## 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. The probationary period may be extended at the discretion of the Department Head.

## ARTICLE XVII - SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## ARTICLE XVIII - JURY LEAVE

A. A regular full-time employee who loses time from his job because of jury duty as certified by the Clerk of the Court shall be paid by the Township his 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 or she is released by the Court prior to two o'clock P.M., 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

A. Employees covered under this Agreement shall be allowed three (3) days of personal business leave annually with the approval of the Department Head. Such leave shall be non-cumulative.

B. Each employee hired after October 16, 1987 shall be entitled to the following personal day schedule:

0 to 1 year	1 day
1 to 2 years	2 days
3 years on	3 days

*3 personal*

## ARTICLE XX - MISCELLANEOUS

A. Bulletin Boards - 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. Visitation Rights - 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. Collective Negotiations - 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. Layoff and Recall - The Employer agrees to follow Department of Personnel rules concerning recall and layoff.

F. Labor-Management Committee - 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 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 one 15 minutes break to be taken at the work place. This break may be taken either in the morning or afternoon period, as approved by the Department Head.

I. One unmetered parking in the front of the Municipal Building shall be designated for bargaining unit employees working in the Municipal Building and such space shall be rotated weekly on a seniority basis.

J. Clothing/Uniforms/Personal Equipment - See Appendix A.

K. Clothing allowance for Police Dispatch Employees is \$200.00 per year payable by June 30th each year.

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

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

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

D. The Union will provide the necessary "check-off authorization" form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk or his 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 designee. The filing of notice of withdrawal shall be effective to hold deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. Indemnification: 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.

## ARTICLE XXII - AGENCY SHOP

A. Representation Fee - 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 pro-rated 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. Procedure:

1. Notification: Prior to March 1 of each year, the Union will submit to the Township a list of those employees who have not become members of the Union for the then current membership year. The Township will deduct from the salaries of such employee, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Union.

2. Payroll Deduction Schedule: The Township will deduct the representative fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten days after receipt of the aforesaid list by the Township; or (b) thirty days after the employee begins his or her permanent employment in the bargaining unit position.

3. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular monthly membership dues to the Union which shall be deducted on the first pay period of the month.

4. Changes: The Union will notify the Township in writing of any changes in the list provided for in Section 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten days after the Township receives said notice.

C. Indemnification: 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 provision 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Verona, New Jersey, on this      day of      1996.

OPEIU, LOCAL 153

TOWNSHIP OF VERONA

BY *Richard Lanigan*  
RICHARD LANIGAN  
SECRETARY-TREASURER

BY *Douglas J. Huber*  
DOUGLAS HUBER  
TOWNSHIP MANAGER

BY *John H. Heffernan*  
JOHN H. HEFFERNAN  
BUSINESS REPRESENTATIVE

BY *Walter W. Schill*  
WALTER SCHILL  
CHIEF STEWARD

*Janice Cypher*

*Robert B. [Signature]*

*Norm DeWitt*

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1996 SALARY GUIDE EFFECTIVE 7-1-96      2½% INCREASE

<u>GRADE</u>	<u>INCREMENT</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
5	756	21,570	22,326	23,082	23,838	24,594	25,350	26,106	26,862	27,618
6	801	22,051	22,852	23,653	24,454	25,255	26,056	26,857	27,658	28,459
7	836	23,544	24,380	25,216	26,052	26,888	27,724	28,560	29,396	30,232
8	862	24,622	25,484	26,346	27,208	28,070	28,932	29,794	30,656	31,518
9	925	25,717	26,642	27,567	28,492	29,417	30,342	31,267	32,192	33,117
10	967	26,967	27,934	28,901	29,868	30,837	31,804	32,771	33,738	34,699
11	1019	28,144	29,163	30,182	31,201	32,220	33,239	34,258	35,277	36,296
12	1088	29,283	30,371	31,459	32,547	33,635	34,723	35,811	36,899	37,987
14	1181	31,735	32,916	34,097	35,278	36,459	37,640	38,821	40,002	41,183
16	1256	33,543	34,799	36,055	37,311	38,567	39,823	41,079	42,335	43,591

## APPENDIX A

### CLOTHING/UNIFORMS/PERSONAL EQUIPMENT VERONA PUBLIC WORKS DEPARTMENT FIRE ALARM MAINTENANCE DEPARTMENT

1. The Township of Verona shall supply and replace the following items for all employees of the garage, treatment plant and fire alarm departments, these items are to be replaced yearly.
  - a. 5 Pants
  - b. 5 Short Sleeve Shirts
  - c. 5 Long Sleeve Shirts
  - d. 2 Spring Jackets
  - e. 5 Tee Shirts
  - f. 1 Steel Tip Work Shoes
  
2. The Township of Verona supply and replace the following items for all employees of the garage, treatment plant and fire alarm departments, these items are to be every other year.
  - a. 1 winter coat
  
3. The Township of Verona shall supply and replace the following items for all employees of the garage, treatment plant and fire alarm departments, these items are to be replaced if worn, unfit or unsafe to wear.
  - a. 1 Rain Suit
  - b. 1 Pair Rain Boots
  - c. 1 Pair of Work Gloves
  - d. 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 \$75.00. (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 item in sections 1, 2, and 3 but is not in need of them, the Township can substitute (with approval of the employee) other needed clothing or personal equipment.

## APPENDIX B

### RETIREES HEALTH COVERAGE

Employees on payroll prior to 1/1/96 had the option of "buying in" while actively employed, to provide medical benefits coverage for the employee and spouse at the time of retirement.

Retirement requirement of 25 years plus age 55 or any years of service at age 60.

25 years of service, 100% premium paid by Township.

20 years of service, 75% premium paid by Township, 25% Employee.

15 years of service, 50% premium paid by Township, 50% Employee.

Formula for buying in is:

Employee shall pay 1% of 1992 base salary x number of years option divided by number of years to go to retire divided by 26 pay periods, equals amount of deduction per pay period for number of years to retire.

Example: Employee has 15 years of service and is age 45 and desires fully paid coverage, annual salary is \$27,600.

$27,600 \times 1\% \times 25 \text{ year (option) divided by 10 years (to retire) divided by 26} = 690 \text{ divided by 26} = \$26.54 \text{ per pay period.}$

1. Employees must sign up for their option within 60 days of ratified 1993 agreement.
2. All options are years of service and retiring directly from the township.
3. Effective 1/1/96 employees presently enrolled in the pre-payment for retiree medical coverage will continue to make their payments until 12/31/96. At that time they will be considered to be paid up. Funds paid in to secure this coverage is deemed to be non-refundable, except in cases of layoff, in which circumstances the recall provisions and rights of special re-employment are in effect. See Title 4A of the NJ Administrative Code.
4. Employees hired after 1/1/93 and desire retiree coverage, shall contribute 2 ½% of annual salary for a period of one year and shall only be eligible for coverage based on 25 years of service.

## NIGHT ALARM BEEPER

1/93

Each full time employee in the labor force will be required to carry the emergency beeper for a one week (7 night) period. The week will start with Monday and will end on the following Sunday. The person on call will receive overtime pay for any alarms that he is called in on. Additionally, he will receive three hours of overtime pay for the week that he is the person on call regardless if he gets an alarm call or not.

A schedule listing who is on call for each week is enclosed and will also be posted so that you will know when it is your turn to have the beeper well in advance. Each employee involved with this ON-CALL program will be required to follow the rules listed below;

- 1) When called by the Verona police you must respond to the call immediately.
- 2) You must be within a distance to the plant that will allow you to be at the plant within 45 minutes from the time that you receive the call.
- 3) Be available to receive alarm calls for the entire week that you are on call.
- 4) You must keep the beeper with you during your week from 3:00pm to 7:00am each evening.
- 5) If you can not respond to a call because of illness, no transportation, or some other emergency, then you must immediately call Pat Matarazzo at 586-3353.
- 6) If you want to trade your week with someone else, it has to be for the entire week. There will be no partial week coverage.
- 7) If you would like to switch your assigned beeper week, then it is your responsibility to submit in writing the week and the person you are switching with to Pat. The form must be signed by both parties and must be approved by Pat before the switch can occur.

NIGHT ALARM BEEPER

1/96 to 12/99

Each full time employee in the labor force will be required to carry the emergency beeper for one week (7 night ) period. The week will start with Monday and will end on the following Sunday. The person on call will receive overtime pay for any alarms that he is called in on. Additionally, he will receive four hours of overtime pay for the week that he is the person on call regardless if he gets an alarm call or not.

All other agreements on the night-alarm beeper will remain the same.

*replaces old page 2  
from memo 1/93*

## NIGHT ALARM BEEPER

RESPONSE PROCEDURES

- 1) When the beeper sounds, call the phone # on the display. It should be the Verona police department 239-5000.
- 2) Tell the person at the police department your name and that you work at the treatment plant. Check with them to make sure that there is an alarm at the plant. Let them know that you will be responding to the alarm and approximately how long it will take you to get to the plant. You must arrive at the plant within 45 minutes from the time of the call.
- 3) When you arrive at the plant look at the control panel to see what alarm is going off. Acknowledge the control panel and silence the Gai-Tronics alarm.
- 4) Go to the site of the problem to determine what caused the alarm. Correct the problem if you can and return to the control room to fill out the "ALARM RESPONSE SHEET".
- 5) For alarm calls that you can not correct or alarms that are marked with a red dot on the control panel board, you must call Pat Matarazzo at 586-3353.
- 6) If an alarm goes off that is marked with a blue dot, then the Road Department beeper must be called 690-8320.
- 7) Before you leave the plant to go home you must call the Verona police ( 239-5000 ). This will let them know that you are safe and that no one is at the plant should any more alarms occur.