

AGREEMENT

BETWEEN

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

AND

TOWNSHIP OF VERONA

JANUARY 1, 2005 – DECEMBER 31, 2007

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PREAMBLE

- A. This Agreement entered into this 1st day of January, 2005 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-COI (OPEIU) duly appointed representative hereinafter called the "UNION", represents the complete and final understanding on all bargainable issues between the Township and the Union.
- B. The Employer recognizes the Union as the sole and exclusive bargaining representative of all permanent full-time and permanent part-time employees working at least twenty five (25) hours per week blue and white collar employees excluding 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-rate benefits in accordance with State Health Benefits.
- 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 reserve unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:
1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees 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 need for any particular time and to be in sole charge of the quality and quantity of work required.
 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees to require compliance by the employees is recognized.
 4. To hire all employees, whether permanent, temporary or seasonal, to promote, transfer, assign or retain employees in positions within the Township.
 5. To set rules of pay for temporary or seasonal employees.
 6. To suspend, demote or take any other appropriate actions against any employee for good and just cause according to law.
 7. Nothing contained herein shall prohibit the Township from contracting out any work.
 8. To layoff employees in the event of lack of funds or under conditions where continuation of such work would be inefficient and nonproductive.
 9. The Township reserves the right to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the various Departments.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, code of Conduct and practices in the furtherance therewith, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and 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 terms of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employees from his position, stoppage of work, of absence in whole or in part, from the full faithful and proper performances of the employee's duties or employment) work stoppage, 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 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 an 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. With regard to the Township, the term “grievance” as used herein shall mean a complaint or controversy of the terms and conditions of this Agreement only.
- D. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any steps are waived by mutual consent:

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

Step Two: If no agreement can be reached orally within five (5) calendar days of the initial discussion with the immediate supervisor or his designated representative, the written grievance at this Step shall contain the relevant facts and a summary of the preceding oral discussion. The applicable Section of this contract violated, and the remedy requested by the grievant. The immediate supervisor or his/her designated representative will answer the grievance in writing within five (5) calendar days of receipt of the written grievance.

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

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

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

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

ARTICLE V – SALARIES & LONGEVITY

- A. Effective January 1, 2005, all employees shall receive an increase of 4% above their 12/31/04 base rate.
- B. Effective January 1, 2006, all employees shall receive an increase of 4% above their 12/31/05 base rate.
- C. Effective January 1, 2007, all employees shall receive an increase of 4% above their 12/31/06 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).

- D. In addition to annual salaries, employees on payroll prior to 01/01/96 shall receive longevity compensation added to base salary according to the following schedule:

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

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

ARTICLE VI – OVERTIME

- A. Overtime will be kept to a minimum except in cases of emergency, and must be authorized in advance by the Department Head. The reasons for the granting of overtime shall be noted on the time report and certified by Department Head.
- B. Overtime shall be computed and payment made on the following basis:
 - 1. Up to the first fifteen (15) minutes – no pay
 - 2. Fifteen (15) through forty-five (45) minutes – 30 minutes pay at overtime rate.
 - 3. Forty-five (45) through sixty (60) minutes – 1 hour pay at overtime rate.
- C. Any employee who is recalled for any purpose shall receive a minimum of three (3) hours pay at the overtime rate. This provision is not applicable for recall, which is contiguous with the front or back side of the employee's work schedule. The Township retains the right in its sole discretion to retain the employee for the full minimum callout.

ARTICLE VII – VACATIONS

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

10. 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/her vacation, shall be compensated in cash for the unused vacation he/she has earned at the time of separation. For the current year earned vacation is computed on the basis of 1/12th of the annual entitlement for each month up to time of separation. Any employee active as of April 1 shall be entitled to full compensation for that year.

ARTICLE VIII – SICK LEAVE

- A. Sick leave is hereby defined to mean absence from post or duty because of illness, accident or exposure to a contagious disease requiring isolation. Sick leave may not be used for personal business.
- B. All employees 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
- C. The appointing authority may require proof of illness of an employee on sick leave over three (3) days whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action up to and including discharge.
 - 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 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 conditions 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 or 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 /her 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 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/her designated representative shall be notified as early as possible, but no later than fifteen minutes after the start of the scheduled work shift from which he/she is absent. Failure to notify the Department Head or his/her designated representative may be cause for denial of the use of sick leave for that absence and constitute cause for disciplinary action. An employee who is absent for two (2) consecutive days or more and who does not notify his/her Department Head or some other responsible representative of the Township during the first two (2) days may be subject to dismissal. Habitual absenteeism or tardiness may be cause or discipline up to and including discharge.
- L. Any employee who calls in sick for the purpose of engaging in outside employment shall be subject to immediate discharge.
- M. 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.
- N. Employees shall receive sick pay accumulated at retirement pursuant to the existing personnel policies.

ARTICLE IX – FUNERAL LEAVE

- C. In the event of death in the employee's immediate family, the employee shall be granted time off without loss of pay from the day of death up to and including the day of the funeral, but in no event shall said leave exceed four (4) consecutive days.
- D. The immediate family shall include only husband, wife, child, foster child, parents, grandparents, grandchild, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, or relative residing in the employee's home for at least one (1) year.
- E. Reasonable verification of the event may be required by the Township.
- F. 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.
- G. 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. 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 for 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 shall be as required by the rules and regulations of the State Health Benefits fund. 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. In 1993 employees had the option of “buying in” to paid medical coverage upon retirement. In 2007 this window was reopened from May – August for any employee employed in 1993 and still active to’ buy in” at 2.10% for period of two years.

The Employer shall offer three (3) 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
President's Day	Veterans' Day
*Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Day before Christmas
Labor Day	Christmas

- B. Any employee who is on leave of absence (i.e. injury leave or other unpaid leave) shall not be eligible for paid holidays which fall during the employee's leave of absence.
- C. Good Friday 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 employee's first regularly scheduled day off are to be observed on the last workday preceding the holiday. Likewise holidays occurring on the employee's regularly scheduled second day off is observed on the next workday following the holiday.

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/her 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/she shall be paid the difference 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 the 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/she 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/she reports for duty with the Township within sixty (60) days following his/her honorable discharge from the military service and provided he/she has not voluntarily extended the length of his/her 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/her 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/her supervisor, who will append his/her recommendations and forward request to Township Manager. The Township Manager will consider each such case on its own merits, and a decision in one case shall in no event be deemed to have established a precedent in another. Any extension of time should be at the discretion of the Manager. Such leave of absence shall not be deemed to be part of the term of employment. Holidays occurring within the period of an excused absence or leave of absence are part of the absence if the employee is not available for work. Such decision is non-grievable.

ARTICLE XV – DISCRIMINATION AND COERCION

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

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

ARTICLE XIX – PERSONAL DAYS

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

<u>Years of Employment</u>	<u>Personal Days</u>
1 YR	
0-12 months	1
13-beyond	4
1 AND BEYOND	

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

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-minute 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. All township employees are given “Township Employee” parking permits, which permit them to park in those spaces designated as “Two Hour Parking” spaces.
- J. Clothing/Uniforms/Personal Equipment – See Appendix A.

ARTICLE XXI – CHECKOFF

- A. The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with N.J.S.A. (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/her designee during the month following the filing of such card with the Township.
- C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union and signed by the President of the Union advising of such changed deduction.
- D. The Union will provide the necessary “check-off authorization” form and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk or his/her designee.
- E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk or his/her designee. The filing of notice of withdrawal shall be effective to hold deductions in accordance with 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 prorated for members of the union. The representation fee shall be in an amount equal to no more than eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the Township by the Union. Provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.
- B. 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 (10) days after receipt of the aforesaid list by the Township; or (b) thirty (30) days after the employee begins his/her permanent employment in the bargaining unit position.
 3. Mechanics of Deductions 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 in 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 (10) 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 provisions set forth above shall not be effective unless and until the Union shall have notified the Township in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

ARTICLE XXIII – FULLY BARGAINED AGREEMENT

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

ARTICLE XXIV – DURATION

This Agreement shall be in full force and effect as of January 1, 2005 and remain in effect to and including December 31, 2007 with the reopening date(s) referred in Article 5.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Verona, New Jersey, on this day of , 2007.

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153**

TOWNSHIP OF VERONA

By: _____
SECRETARY-TREASURER

By: _____
**JOSEPH A. MARTIN
TOWNSHIP MANAGER**

By: _____
SR. BUSINESS REPRESENTATIVE

By: _____
CHIEF STEWARD

INCREASE 01/01/2005 – 4%
2005 SALARY GUIDE

GRADE	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
5	1078	30,162	31,242	32,320	33,398	34,476	35,554	36,632	37,710	38,788
6	1121	30,897	32,015	33,136	34,257	35,378	36,499	37,620	38,741	39,862
7	1170	32,987	34,158	35,328	36,498	37,668	38,838	40,008	41,178	42,348
8	1207	34,496	35,701	36,908	38,115	39,322	40,529	41,736	42,943	44,150
9	1296	36,028	37,322	38,618	39,914	41,210	42,506	43,802	45,098	46,394
10	1353	37,782	39,133	40,486	41,839	43,192	44,545	45,898	47,251	48,604
11	1426	39,428	40,856	42,282	43,708	45,134	46,560	47,986	49,412	50,838
12	1523	41,027	42,547	44,070	45,593	47,116	48,639	50,162	51,685	53,208
13	1589	42,740	44,329	45,918	47,507	49,096	50,685	52,274	53,863	55,452
14	1655	44,455	46,108	47,763	49,418	51,073	52,728	54,383	56,038	57,693
15	1707	45,722	47,427	49,134	50,841	52,548	54,255	55,962	57,669	59,376
16	1759	46,989	48,746	50,505	52,264	54,023	55,782	57,541	59,300	61,059

APPENDIX A

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

1. The Township of Verona shall supply and replace the following items for all employees of the garage, treatment plant and fire alarm departments. These items are to be replaced yearly;
 - a. Five (5) pants
 - b. Five (5) Short Sleeve Shirts
 - c. Five (5) Long Sleeve Shirts
 - d. Two (2) Spring Jackets
 - e. Five (5) Tee Shirts
 - f. One (1) Steel Tip Work Shoes

2. The Township of Verona shall supply and replace the following items for all employees of the garage, treatment plant and fire alarm departments. These items are to be every other year.
 - a. One (1) winter coat

3. The Township of Verona shall supply and replace the following items for all employees of the garage, treatment plant and fire alarm departments, these items are to be replaced if worn, unfit or unsafe to wear.
 - a. One (1) Rain Suit
 - b. One (1) Pair Rain Boots
 - c. One (1) Pair of Work Gloves
 - d. One (1) Hard Hat

4. If any part of an employee's uniform and/or personal effects is destroyed or damaged in the course of employment, it shall be the responsibility of the Township to replace same upon approval of the Township Engineer, which approval shall not be unreasonably withheld. Personal effects shall be limited to watches and glasses whose replacement cost shall not exceed \$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 items in Sections 1,2 and 3 but not in need of them, the Township can substitute (with approval of the employee) other needed clothing or personal equipment.

6. Dispatchers

The Township of Verona shall supply the following items for all dispatchers:

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

NIGHT ALARM

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/she is called in on. Additionally, he/she will receive three (3) hours of overtime pay for the week that he is the person on call regardless if he/she 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 the 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 3:00 p.m. to 7:00 a.m. each evening.
5. If you cannot 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 you 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

RESPONSE PROCEDURES

1. When the beeper sounds, call the phone number 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 cannot 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

NIGHT ALARM BEEPER

OVERTIME PAYMENT

1. Each employee will receive three hours of overtime pay for the week that they are on call. This is a rate of 1.5 times your hourly rate. An overtime slip will be filled out for this on the last day (Sunday) of your assigned week.
2. For each call that you respond to you will receive overtime pay according to the following time brackets:

i. TIME AT PLANT	HOURS OF OT
ii. 0 to 1 hour	1 hour
iii. Over 1 hour to 2 hours	2 hours
iv. Over 2 hours to 3 hours	3 hours

3. A separate overtime slip should be filled out for each alarm that you are called in on.
4. The overtime that you claim is for the time at the plant. This does not include time spent traveling to and from the plant. Travel time and gas is compensated for in the three (3) hour overtime pay that you are receiving for the week that you are on call.

APPENDIX B

RETIREEES 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 by Township.

20 years of service, 75% premium paid by the 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 years to go to retire divided by 26 pay periods, equals amount of deduction pay per 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.

$27,600 \times 1\% \times 25$ year (option) divided by 10 years (to retire) divided by 26
(\$6,900. divided by 10=690 divided by 26 = \$26.54 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 N.J. Administrative Code.
- ok → 4. The window to enroll in paid retiree medical coverage closed as of December 31, 1996.

Employees shall have 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 for the Township of Verona.

25 years of service, 100% 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.

$27,600 \times 1\% \times 25 \text{ year (option) divided by 10 years (to retire divided by 26)}$
 $(\$6900 \text{ divided by } 10 = 690 \text{ divided by } 26 = \$26.54 \text{ per pay period.})$

1. Employees must sign up for their option within 60 days of ratified 1993 agreement.
2. Employees who elect to wait longer than the 60 days in #1 (above) will be required to contribute 1 ½% of base salary.
3. From May 1, 2007 to August 1, 2007 any employee who was employed as of 1993 shall have the opportunity to elect medical coverage upon retirement and they will pay 2.1% of their salary for two (2) years back to the Township for such coverage.
4. All options are years of service and retiring directly from the Township.

SICK LEAVE ACCRUAL

Employees hired by the Township after January 1, 1978 may accrue sick leave up to a maximum of one hundred (100) days.

Employees who were hired by the Township prior to January 1, 1978 may accrue sick leave time up to a maximum of two hundred twenty-five (225) days.

Procedure: If any salaried employee is in good health and retires he/she may convert accumulated sick leave time into a vacation at full pay to be taken anytime before the effective date of retirement.