

**TOWNSHIP OF VERONA
COUNTY OF ESSEX, STATE OF NEW JERSEY**

RESOLUTION No. 2024-188

A motion was made by Councilwoman Holland; seconded by Councilman Roman that the following resolution be adopted:

**RATIFYING THE COLLECTIVE BARGAINING AGREEMENT WITH
POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #72**

WHEREAS, the Administration has been successful in reaching a settlement in contract negotiations with Policemen's Benevolent Association (PBA), Local #72; and

WHEREAS, the parties have reduced the terms of the settlement to an Agreement, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, agreement has been ratified by the rank and file of PBA Local #72 and sets forth the terms and conditions of employment as well as all privileges, benefits and salaries to be embodied in a collective bargaining agreement for the period commencing January 1, 2022 through December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Verona, in the County of Essex, New Jersey that it hereby ratifies the attached Agreement and authorizes the Township Manager to execute a collective bargaining agreement with PBA Local #72 for the period January 1, 2022 through December 31, 2026 that embodies the terms and conditions of employment as well as all privileges, benefits and salaries as set forth in the attached Agreement.

ROLL CALL:

AYES: Holland, McGrath, Roman, McEvoy, Tamburro

NAYS:

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF VERONA AT A REGULAR MEETING HELD ON OCTOBER 7, 2024.


**JENNIFER KIERNAN
MUNICIPAL CLERK**



AGREEMENT

Between

TOWNSHIP OF VERONA

and

VERONA POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL #72

Effective January 1, 2022 through December 31, 2026

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TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	PREAMBLE	1
II	RECOGNITION AND SCOPE	1
III	DISCRIMINATION AND COERCION	2
IV	RETENTION OF BENEFITS	3
V	SALARIES	4
VI	SENIORITY	4
VII	HOURS OF WORK AND OVERTIME	5
VIII	COMPENSATORY TIME	7
IX	EXTRA DUTY WORK	8
X	EXTRA TIME OFF	8
XI	ALLOCATION OF OVERTIME	9
XII	LONGEVITY PAYMENTS	9
XIII	EDUCATION BENEFITS	10
XIV	COMPUTATION OF OVERTIME AND HOLIDAY PAY	12
XV	VACATIONS	12
XVI	PERSONAL LEAVE	15
XVII	LEAVE WITHOUT PAY	16
XVIII	BEREAVEMENT LEAVE	16
XIX	SICK LEAVE	17
XX	WORK INCURRED INJURY	20
XXI	TERMINAL LEAVE	22
XXII	EXCHANGING TOURS OF DUTY	22
XXIII	CLOTHING/UNIFORMS	23
XXIV	MEDICAL AND DENTAL COVERAGE	24
XXV	MEDICAL COVERAGE UPON RETIREMENT	25
XXVI	PENSION	27
XXVII	COLLECTIVE BARGAINING PROCEDURE	27
XXVIII	CONDUCTING UNION BUSINESS	28
XXIX	BULLETIN BOARDS	30
XXX	ACCESS TO PERSONNEL FILES	30
XXXI	BILL OF RIGHTS	31
XXXII	FALSE ARREST AND LIABILITY INSURANCE	33
XXXIII	NO STRIKE AGREEMENT	33
XXXIV	GRIEVANCES	34
XXXV	EXTRA CONTRACT AGREEMENTS	37
XXXVI	SAVINGS CLAUSE	38
XXXVII	MUTUAL AID	38
XXXVIII	SCHEDULE CHANGES	38

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
XXXIX	MEETINGS	39
XL	MANAGEMENT RIGHTS	39
XLI	MISCELLANEOUS	41
XLII	UNION SECURITY	42
XLIII	ENTIRETY OF AGREEMENT	43
XLIV	SHIFT SELECTION	44
XLV	OFFICER IN CHARGE PAY	45
XLVI	DURATION	45
APPENDIX A	SALARIES	46

I. PREAMBLE

This Agreement effective January 1, 2022 by and between the Township of Verona, a municipality in the County of Essex, State of New Jersey, hereinafter referred to as the "Employer" and Verona Policemen's Benevolent Association, Local Number 72, hereinafter referred to as the "PBA".

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

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

II. RECOGNITION AND SCOPE

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

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

3. Unless otherwise indicated, the terms "Police Officer", "Officer", "Employee",

or "Employees" when used in this Agreement, refer to all persons represented by the PBA as defined in Section 2.

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

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

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

III. DISCRIMINATION AND COERCION

Pursuant to N.I.S.A. 34:13A-1 (*et seq.*) the Employer hereby agrees that every Police Officer shall have the right to freely organize, join and support the PBA and its affiliates for the purpose of engaging in collective negotiations. There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the PBA or against the Employees represented by the PBA because of membership or activity in the PBA. There shall be no discrimination or coercion by the PBA or any of their agents against any Employees covered by this Agreement because of membership or non-membership in the PBA. The Employer shall refrain from showing preferential treatment towards any

particular Employee and shall not discriminate in favor of, or assist, any other labor or police organization which in any way affects the PBA's rights as certified representative of the Employees. Neither the Employer nor the PBA shall discriminate against any Employee because of race, gender, creed, color, age, sexual orientation, or national origin. The Township will cooperate with the PBA with respect to all reasonable requests concerning the PBA's responsibilities as certified representative.

IV. RETENTION OF BENEFITS

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

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

V. SALARIES

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

Sergeants' pay shall be calculated in the following manner: Top patrolman's salary x 5.6% in the first year. In the second year and thereafter top patrolman's salary x 11.2%. The differential between the ranks from sergeant to lieutenant shall be 5% in the first year and 10% in the second year and thereafter. The differential between the rank of Lieutenant to Captain will be 6.2% in the first year and 12.4% in the second year and thereafter.

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

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

Promotional increases, raises, and stipends begin at the next pay period following the assignment.

There shall be no retroactive pay for 2017 and 2018 for base, overtime, or any other purpose.

VI. SENIORITY

1. Seniority is defined to mean the accumulated length of service with the Department, computed from the last date of hire. An Employee's length of service shall not be reduced by time lost due to an absence from his employment for *bona fide* illness

or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by a physician approved by the Township.

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

VII. HOURS OF WORK AND OVERTIME

1. Effective 1/1/19, the patrol schedule shall change to a 12 hour schedule with steady shifts (7am-7pm/7pm-7am), following a Pitman Schedule. Those officers regularly assigned to the night shift shall receive a differential equal to 2.5% of their base salary for all purposes. This schedule shall be evaluated by the Township by September 30, 2020. If the Township determines for any reason that the 4-2 schedule is more beneficial the schedule shall revert back to the 4-2 schedule effective January 1, 2021.

2. All Employees working in excess of eight (8) hours or twelve (12) hours, depending on the schedule worked, in any twenty-four (24) hour period or in excess of any regularly approved work schedule shall be paid at one and one-half (1½) times the Employee's hourly rate. Said hourly rate shall be computed pursuant to Article XIV.

3. Any Employee who is called in for any purpose other than his regular shift shall receive a minimum of two (2) hours pay at the rate of time and one-half (1½) subject

to the above provisions. The Employer retains the right at its sole discretion to retain the Employee for the full minimum call out period.

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

5. Any Employee required to be on standby for court outside Verona shall be given compensatory time at the rate of straight time per hour of standby.

6. Officers shall be credited at the rate of time and one half (1½) for every "in service training" session.

7. As used, the term 12 hour schedule shall mean any twelve (12) hours of duty within a day as defined herein. As used, the term "day" shall refer to the twenty-four (24) hour period beginning at 7:00 a.m. of one day and ending at 7:00 a.m. of the following day.

8. The following absences shall not be subtracted from the base period of any eight (8) hours or twelve (12) hours in one (1) twenty-four (24) hour day or of any regularly approved work schedule in determining the number of hours actually worked, after which an Officer is compensated at the overtime rate:

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

9. Overtime shall be paid for work as prescribed in this Article except under

the following special circumstances:

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

10. In the event an Officer incurs departmental overtime, the Officer may elect to take said overtime either in monetary compensation or in Time Compensated (T.C.). In any event, said overtime will be compensated at the rate of time and one-half (1½) the Officer's rate of pay. Should the Officer elect to take compensation in the form of T.C., it must be noted on the Officer's time card at the time said overtime is incurred. A maximum of two (2) officers per shift, equaling twenty-four (24) hours of Compensatory Time ("TC") shall be permitted per twelve (12) hour shift, regardless of the causation of overtime.

VIII. COMPENSATORY TIME

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

IX. EXTRA DUTY WORK

Extra duty work shall be compensated as follows:

- a. Effective January 1, 2019, all extra duty work, other than Township or Board of Education outside details, shall be paid at the rate of ninety-five dollars (\$95.00) per hour.
- b. Effective January 1, 2019, Township and Board of Education outside details shall be paid at the rate of sixty-five dollars (\$65.00) per hour. Township jobs shall be defined as special event jobs that get paid out of Township funds that are not reimbursed, in accordance with past practice.
- c. Effective January 1, 2019, extra duty work performed paid by money from grants, shall be paid at the rate of seventy-five dollars (\$75.00) per hour.
- d. The Township has the right to add reasonable administrative costs to the above rates.
- e. All payments shall be made to the employee through the Township payroll system.
- f. Emergency call outs for extra duty work which occur within twelve (12) hours of the scheduled start of the assignment shall be paid at either the ninety-five dollar (\$95.00) rate (as per paragraph a. above) or the sixty-five dollar (\$65.00) rate (as per b. above), or the individual officer's overtime rate, whichever is higher.
- g. Extra duty jobs shall be compensated at a minimum of four (4) hours. If extra duty jobs are cancelled inside of four (4) hours before the start of the scheduled extra duty assignment the affected officer shall be compensated for four (4) hours.

X. EXTRA TIME OFF

A. Officers Assigned to 5-2 Schedules

1. Effective January 1, 2019, employees assigned to work in the job classifications listed below shall receive twelve (12) administrative days off each year.

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

B. Officers Assigned to 12 Hour Schedules

1. Effective January 1, 2019, officers working the 12 hour shift schedule shall be allotted ten (10) "Kelly" days totaling 120 hours per year. These days must be used each year or they are lost unless the Chief, with the approval of the Town Manager, authorizes the unused Kelly time to be carried for six (6) months into the following year. This time can be used in hourly increments. Only one (1) Kelly day (12 hours) shall be permitted per 12 hour shift that can cause overtime. Forty-eight (48) hour notice must be given to use Kelly days only if it creates overtime.

XI. ALLOCATION OF OVERTIME

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

XII. LONGEVITY PAYMENTS

Each Police Officer hired prior to January 1, 1997 shall, in addition to his regular wages and benefits, be paid a Longevity increment based upon years of service with the

Police Department in accordance with the following schedule:

1. Upon completion of:

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

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

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

XIII. EDUCATION BENEFITS

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

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

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

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

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

5. Each member of the Police Department requesting credit shall submit a certification from the institution stating that he or she has successfully completed the credits, the specific courses and progress under which the credits were completed.

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

XIV. COMPUTATION OF OVERTIME AND HOLIDAY PAY

1. The calculation of the overtime rate shall include longevity, educational credits and holiday pay added to base pay divided by 2,080 hours.

XV. VACATIONS

1. Officers shall be entitled to vacations based upon the length of time employed as hereinafter provided. Officers who have been employed less than one (1) year shall receive one (1) day's vacation for each month of service up to a maximum of eleven days. Effective January 1, 2019, one vacation day shall be equal to eight (8) hours.

2. The following vacation period shall apply to:

Patrol Officers

Commencement of 2 nd year through completion of 2 nd year	13 (104 hours)
Commencement of 3 rd year through completion of 3 rd year	14 (112 hours)
Commencement of 4 th year through completion of 4 th year	16 (128 hours)
Commencement of 5 th year through completion of 10 th year	18 (144 hours)
Commencement of 11 th year through completion of 15 th year	20 (160 hours)
Commencement of 16 th year through completion of 20 th year	21 (168 hours)
Commencement of the 21 st year	25 (200 hours)

Sergeant	Commencement of 2 nd year through completion of 10 th year	18 (144 hours)
	Commencement of 11 th year through completion of 15 th year	21 (168 hours)
	Commencement of 16 th year through completion of 20 th year	22 (176 hours)
Lieutenant	Commencement of 21 st year	26 (208 hours)
	Commencement of 1 st year through completion of 10 th year	20 (160 hours)
	Commencement of 11 th year through completion of 15 th year	22 (176 hours)
Captain	Commencement of 16 th year through completion of 20 th year	23 (184 hours)
	Commencement of 21 st year	28 (224 hours)
	Commencement of 1 st year through completion of 10 th year	20 (160 hours)
	Commencement of 11 th year through completion of 15 th year	23 (184 hours)
	Commencement of 16 th year through completion of 20 th year	24 (192 hours)
	Commencement of 21 st year	28 (224 hours)

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

4. The selection of vacations will be within each squad. Personnel permitting,

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

5. Each member may have from one (1) to eight (8) vacation periods during the calendar year. The minimum number of hours a member may take per vacation period is twenty-four (24). If less than twenty-four (24) hours are left after a member has taken his picks the shortened period must be taken as his last pick.

6. Officers shall choose their vacation periods based upon seniority in accordance with past practice.

7. After a member has submitted a vacation period, a senior Officer has seven (7) working days in which he can "bump" him from that period. After the seven (7) day period, he may not be bumped from that period. There will be no exceptions. The vacation selection will be posted on the bulletin board as soon as possible.

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

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

10. In general, and unless operational needs dictate to the contrary as previously defined in this Agreement and subject to the regulations of the Department, all vacation time may be delayed to a time based upon operational needs of the

Department as identified by the Chief of Police, or his designee.

11. Upon review of the eight (8) pick system, and provided it does not create an operational problem, the Chief of Police, or his designee, may permit Officers to carry a maximum of forty-eight (48) vacation hours into the following calendar year. Said review will occur between October - November of the preceding year. In any event, this determination will be made by the Chief of Police, or his designee, prior to the vacation picks.

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

XVI. PERSONAL LEAVE

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

0 - 1 years	8 hours
1 - 2 years	16 hours
After completion of 2 years	32 hours

2. Each Superior Officer shall be entitled to thirty-two (32) hours of personal time annually.

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

XVII. LEAVE WITHOUT PAY

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

XVIII. BEREAVEMENT LEAVE

1. Employees covered under this Agreement shall be granted, upon proper notification to the Chief of Police, or his designee, up to three (3) consecutive calendar days leave, without loss of regular pay upon the death of a member of his immediate family. For the purpose of this Article, a calendar day shall be construed to be eight (8) hours or twelve (12) hours depending on the shift the employee is assigned.

2. Immediate family shall be defined as the Employee's spouse, children, stepchildren, parents, stepparents, brothers, sisters, stepbrothers, stepsisters, grandparents, sister-in-law, brother-in-law, father-in-law, mother-in-law and any blood

relation who is a member of the Employee's household.

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

XIX. SICK LEAVE

1. Employees shall receive a sick leave credit of no less than one (1) working day for each completed month of service during the first calendar year of service and fifteen (15) working days in every year thereafter. Unused sick leave shall accumulate without limit. Effective January 1, 2019 one working day shall equal eight (8) hours so fifteen working days shall be equal to one hundred twenty (120) hours.

2. An Employee who has been absent on sick leave for thirty-six (36) or more consecutive work hours may be required to submit acceptable medical evidence substantiating the illness.

3. An Employee who has been absent on sick leave for periods totaling more than one hundred twenty (120) hours in one calendar year consisting of periods of less than forty (40) hours shall have his or her sick leave record reviewed by the respective appointing authority and thereafter may be required to submit acceptable medical evidence for any additional sick leave in that year. In cases where an illness is of a chronic or recurring nature, causing recurring absences of one day or less, only one submission of such proof shall be necessary for a period of six (6) months.

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

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

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

7. No Employee shall be allowed to work and endanger the health and well being of other Employees, and if the Employee's condition warrants, the Employee may be directed to take sick leave. The Township may direct the Employee to a physician acceptable to the Township for an opinion as to the eligibility of the Employee to be absent from work.

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

a) When the Employee, under medical care, fails to carry out orders of the attending physician.

b) When an Employee does not report to the Township physician as ordered by the Chief of Police, or his designee, with reasonable notice to the

Employee.

c) When the Chief of Police, or his designee, is unable to contact the Employee within a period of twenty-four (24) hours except when circumstances exist which are beyond the Employee's control, which prevent the Chief from making contact with the Employee.

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

10. If an Employee is absent from work for reasons that entitle him to sick leave, the Chief of Police, or his designee, shall be notified as early as possible, but not later than one (1) hour prior to the start of the scheduled work shift from which he is absent, except where illness arose one (1) hour prior to commencement of shift. Failure to so notify the Chief of Police, or his designee, may be cause for denial of the use of sick leave for the absence and may constitute cause for disciplinary action. An Employee who is absent for five (5) consecutive days or more and who does not notify the Chief of Police, or his designee, or some other reasonable representative of the Township on any of the first five (5) days may be subject to dismissal, except where failure to give notice is

excusable because of extenuating circumstances.

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

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

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

14. Employees hired on or after January 1, 2019 shall not be entitled to receive a payout for sick days upon retirement. Employees hired between January 1, 2011 and December 31, 2018 can accumulate sick time without limit, but can only be compensated for unused sick time up to \$15,000.00.

XX. WORK INCURRED INJURY

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

2. Compensation for time lost from the job due to an on the job injury or related illness will be handled as follows:

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

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

XXI. TERMINAL LEAVE

1. An Officer having completed the required number of years of continuous (including military leave) service as provided by N.J. Statutes for Retirement, shall be entitled to terminal leave based upon his accumulated unused sick leave due not to exceed one hundred (100) days which days are vested.

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

3. This section shall not apply to any officer hired after May 21, 2010. Furthermore, the provisions of N.J.S.A. 11A:6-19.2 and all other applicable laws shall be followed when calculating the payment of benefits for employees hired after May 21, 2010.

XXII. EXCHANGING TOURS OF DUTY

The Township agrees to allow any Employee covered by this Agreement to exchange his tour of duty with a consenting fellow Employee on a particular day if approved by the Chief of Police, or his designee. Said exchange for patrolmen is to be based upon rank for rank basis. Said exchange as it applies to superior officers is to be

based upon a superior officer for a superior officer, not necessarily of the same rank. There shall be prior notice to the Employer of the names of the Employees who will exchange tours, the tours involved, and the date of said exchange.

XXIII. CLOTHING/UNIFORMS

1. The Employer shall supply all new Patrol Officers/Patrol Officer Detectives with uniforms, shoes and equipment as determined to be necessary by the Chief of Police, or his designee, whose determination shall be final. In any event, the Employee shall be furnished with foul weather gear, which shall consist of a winter coat, a raincoat, rubber boots, winter thermal gloves, and a winter thermal hat.

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

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

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

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

XXIV. MEDICAL AND DENTAL COVERAGE

1. The Township agrees to provide and pay the premium for the medical plan in place on December 31, 2018, or a plan equal to or better than the terms of that plan, for all Employees hired prior to that date and their eligible dependents.

A standing alone prescription drug benefit must accompany enrollment simultaneously at a level not to exceed a co-payment of \$5.00 for generic drugs and \$10.00 for name brand drugs. If mail order is available under the plan, a mail order option shall be provided at a co-pay not to exceed \$2.50. In the event there is a change of insurance carriers for health benefits in the future, any such change can be accomplished only if equal or better coverage is obtained at no additional costs to the Employee. Enrollment in any new carrier shall provide coverage at no premium cost or premium sharing by the Employee regardless of the program selected by the Employee or scope of coverage required by the Employee (individual, husband and wife, family).

For employees hired after January 1, 2019, the Township agrees to provide and pay the premium for an EPO 15/25 healthcare plan for employees and their eligible dependents with the option to "buy up" to the more expensive healthcare options at the employees' expense.

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

Preventive and Diagnostic: 100% coverage

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

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

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

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

XXV. MEDICAL COVERAGE UPON RETIREMENT

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

- a. The medical coverage benefit shall be administered by the Township at no cost to the retiree.
- b. Participation in the plan shall be mandatory for all Police Officers.
- c. The Township recognizes that any Officer employed prior to January 1, 1990 has had the sum of thirty-one (31) dollars deducted from his bi-weekly pay for a total of fifty-two (52) pays ending the last pay in December 1991. Commencing January 1, 1992, these Officers shall have no further deductions from their pay for this medical coverage benefit.
- d. Any and all deductions for the above plan shall be non-refundable.
- e. Any Officer retiring from the Verona Police Department on or after January

1, 1989 shall receive full medical insurance coverage to include major medical or their equivalent, at no cost to him. This coverage shall include the Officer's spouse and any dependent children. This medical coverage shall be the same coverage the Officer had at the time of his retirement. Should the Township upgrade the medical insurance benefit for its on-the-job Employees, the retired Officer and his dependents shall receive the same upgrade at no cost him. In general, the retired Employee shall be permitted to remain in the Township's current group medical insurance policies. All Medicare eligible retirees with healthcare benefits after retirement at the Township's expense, shall be enrolled in a Medicare Advantage Plan at no expense to the employee.

- f. Upon the death of the Officer, either while employed or after retirement, the surviving spouse and/or dependent children shall be permitted to remain in the current medical insurance plan for a period of eighteen (18) months at no cost to the spouse or dependent children.
- g. Once an Officer retires from employment, the level of benefits he/she had at the time of retirement is the highest level of benefits to which the officer is entitled. Furthermore, if during retirement the officer's level of benefits decreases, the officer shall not be able to increase the benefits thereafter. Example 1: if an officer retires with husband/spouse coverage, that officer will not thereafter be able to obtain family coverage paid by the Township.

Example 2: If an officer retires with husband/spouse coverage, gets a divorce after retirement and changes to single coverage, that officer will not be able to again obtain husband/spouse coverage if he remarries. An increase in coverage can be obtained at the expense of the retiree.

- h. Credited police service shall include police service in another jurisdiction and/or military buy back time.
- i. Effective January 1, 2014, all new hires will be required to pay 40% of the premium costs for health insurance, dental insurance and prescription coverage after retirement.

XXVI. PENSION

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

XXVII. COLLECTIVE BARGAINING PROCEDURE

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

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

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

4. Employees who are designated by the PBA for the purpose of negotiating a collective bargaining agreement shall be excused from their work assignment on the day of the meeting without loss of pay.

XXVIII. CONDUCTING UNION BUSINESS

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

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

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

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

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

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

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

XXIX. BULLETIN BOARDS

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

XXX. ACCESS TO PERSONNEL FILES

1. Each Employee shall have the right to inspect their personnel file in its entirety on reasonable notice and at a reasonable time provided a designated superior officer is present at the time of inspection.

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

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

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

XXXI. BILL OF RIGHTS

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

The wide-ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigations by supervisory personnel. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, and once the investigation enters an accusatory stage or when written reports are required, the following rules are hereby adopted:

- a. Except in emergent circumstances, the interrogation of an Employee shall be at a reasonable hour, preferably when the member involved is on duty.
- b. The Employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise an Employee being interrogated as a witness shall be supplied at the initial contact.
- c. The questioning shall be reasonable in length. The officer should be

allowed to have a PBA representative present if he so desires. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

d. The complete interrogation of the Employee shall be recorded mechanically by the PBA. There will be no "OFF THE RECORD" questions.

e. The Employee shall not be subject to any offensive language, nor shall be threatened with transfer, dismissal, or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

f. If an Employee is under arrest or is likely to be, that is, if he is a suspect or target of a criminal investigation, he shall be given his rights in accordance with law.

g. In all cases and in every stage of the proceedings the Department shall afford an opportunity for an Employee, if the Employee requests, to consult with counsel and/or his/her PBA representative(s) before being questioned concerning a violation of the Rules and Regulations.

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

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

XXXII. FALSE ARREST AND LIABILITY INSURANCE

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

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

XXXIII. NO STRIKE AGREEMENT

1. Both parties recognize the desirability of continuous and uninterrupted operation of the Police Department and the avoidance of disputes, which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure through which unresolved disputes may be settled, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees, during the period of this Agreement, that it will not nor will any person acting in its behalf cause, authorize or support, nor will any person acting in its behalf cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment) for any purpose or reason whatsoever.

2. The above is interpreted that: The Association may be held liable in

damages for "wild cat" strikes, unless the Association in writing immediately disavows the strike and notifies strikers to return to work.

3. The Association agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Employer to dismiss or to otherwise discipline Employees taking part in that breach of contract.

XXXIV. GRIEVANCES

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

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

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

the relief sought. The immediate superior shall communicate his decision to the Employee in writing within seven (7) days of receipt of the written grievance.

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

Step 3. If the grievance is not resolved at Step 2 or if no answer has been received by the PBA within the time set forth in Step 2, the PBA shall present the grievance within ten (10) days in writing to the Township Manager, or his designee. This presentation shall set forth the position of the PBA and at the request of either party, discussions may ensue. The final decision of the Township Manager, or his designee, shall be given to the Union in writing within fifteen (15) days after receipt of the grievance by the Township Manager, or his designee.

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

2. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this Agreement, not settled by the Grievance Procedure

as herein provided, may be referred to an arbitrator as herein provided. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following presentation of such demand, the party demanding arbitration shall request the New Jersey State Board of Mediation or the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in the Rules and Regulations and Statement of Procedure of the New Jersey Public Employment Relations Commission.

- a) The decision of the Arbitrator shall be in writing and shall include the reasons for each finding and conclusion.
- b) The decision of the Arbitrator shall be final and binding on the PBA and the Employer.
- c) Where an Employee has exercised his right of appeal as expressly granted in the Revised Civil Service Rules or Statutes of New Jersey, there shall be no right to arbitration under the provisions of this Article.
- d) The parties direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- e) The costs for the services of the Arbitrator shall be borne equally by the Employer and the PBA.
- f) Either party reserves the right to require that only one issue at a time be submitted to arbitration.

g) The Arbitrator shall be bound by the provisions of this Agreement and by the Constitution and Laws of the State of New Jersey, and shall be restricted to the application of the facts presented to him involving the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

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

4. The steps provided for herein may be waived by mutual agreement of the parties. If the Employer fails to meet and/or answer any grievance within the prescribed time limits hereinbefore provided, such grievance may be processed to the next step.

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

XXXV. EXTRA CONTRACT AGREEMENTS

The Employer agrees that in the event of conflict between this Agreement and any other agreement, rule or regulation of the Township, the provisions of this Agreement

shall be controlling to the extent permitted by law. It is further agreed that for the duration of this Agreement, the Employer agrees not to negotiate the terms and conditions of employment or members of this negotiating unit with other than the designated representative indicated herein.

XXXVI. SAVINGS CLAUSE

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

XXXVII. MUTUAL AID

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

XXXVIII. SCHEDULE CHANGES

Except as operational needs dictate, there shall be no change in an Employee's normal work schedule without prior written notice to the Employee. Every reasonable effort will be made to give forty-eight (48) hours notice before the actual change, but in

no event shall the notice be less than twenty-four (24) hours unless carrying out the mission of the Department requires less than the notice provision set forth herein.

Shift adjustments which are made on a temporary basis shall be made on the basis of reverse seniority. Shift adjustments due to vacancies involving long term adjustments such as retirement, illness, promotion, etc., shall be made by seniority preference following reasonable publication and notice to all officers. Should all senior employees decline to fill such vacancies it will be filled by reverse seniority.

XXXVIX. MEETINGS

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

XL. MANAGEMENT RIGHTS

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

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

2. The exercise of the foregoing powers, rights, authority and duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in the execution thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws of the State of New Jersey, and the Constitution of the United States.

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

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

over any conflicting provisions.

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

XLI. MISCELLANEOUS

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

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

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

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

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

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

6. A payroll deduction into an approved deferred compensation plan shall be made available to the Employees at a schedule to be set by mutual agreement. Any change in companies shall be with the approval of the PBA.

XLII. UNION SECURITY

1. The Employer agrees that, upon receipt of an appropriate authorization card, he will deduct such regular dues as indicated by the Employee for membership in

the Verona PBA. It should be clearly understood that Employees must authorize such deductions and that such is a voluntary authorization. It is understood that the Employee may withdraw such authorization pursuant to New Jersey law.

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

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

XLIII. ENTIRETY OF AGREEMENT

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

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

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

XLIV. SHIFT SELECTION

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

2. With the exception noted in paragraph "3", all eligible unit members will be able to select shifts through the bidding procedures outlined above in paragraph "1".

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

until such time as the specific needs have been met, at which time the affected Employee shall be returned to his bid shift.

XLV. OFFICER IN CHARGE PAY

Officers who perform functions as the officer in charge (OIC) or otherwise perform duties customarily attributed to a Sergeant, shall be paid at the top Sergeant's rate of pay, plus any night differential if applicable, for all hours in which such officer performs such duties. The Township agrees to provide its best efforts to ensure adequate supervision staffing for each shift.

XLVI. DURATION

This Agreement shall be effective as of January 1, 2022, and shall remain in full force and effect until December 31, 2026.

Attest:



BRIAN McMAHON
PBA Vice President

PBA LOCAL No. 72:



ROBERT MAGUIRE
PBA President

Attest:



JENNIFER KIERNAN
Township Clerk

TOWNSHIP OF VERONA



JOSEPH D'ARCO
Township Manager

APPENDIX A

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Step 1	41,767	42,602	43,454	44,323	45,210
Step 2	50,313	51,319	52,345	53,326	54,460
Step 3	58,855	60,003	61,233	62,457	63,707
Step 4	67,401	68,749	70,124	71,526	72,957
Step 5	74,901	76,399	77,927	79,485	81,075
Step 6	83,654	85,327	87,034	88,775	90,550
Step 7	91,137	92,960	94,819	96,715	98,650
Step 8	99,888	101,885	103,923	106,001	108,122
Step 9	108,634	110,807	113,023	115,283	117,589
Step 10	138,877	141,655	144,488	147,377	150,325
Sergeant (5.6%)	146,655	149,588	152,579	155,631	158,744
Sergeant (11.2%)	154,431	157,520	160,670	163,883	167,161
Lieutenant (5%)	162,152	165,396	168,703	172,077	175,519
Lieutenant (10%)	169,874	173,271	176,737	180,271	183,877
Captain (6.2%)	180,406	184,015	187,695	191,449	195,278
Captain (12.4%)	190,938	194,757	198,652	202,625	206,677