

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

ORDINANCE NO. 2019-37

**AN ORDINANCE REPEALING CHAPTER 6 IN ITS ENTIRETY, ARTICLE IX
OF CHAPTER 34, ARTICLES I AND II OF CHAPTER 36, CHAPTER 42 IN ITS
ENTIRETY AND ESTABLISHING A NEW CHAPTER 36 (PERSONNEL
BENEFITS, COMPENSATION AND REGULATIONS) OF THE CODE OF
THE TOWNSHIP OF VERONA**

BE IT ORDAINED by the Township Council of the Township of Verona, in the County of Essex and New Jersey, as follows:

SECTION 1. Chapter 6 (Assessor) of the Code of the Township of Verona is hereby repealed in its entirety.

SECTION 2. Chapter 34 (Officers and Employees) Article IX (Chief of Police) of the Code of the Township of Verona is hereby repealed.

SECTION 3. Chapter 36 (Personnel Policies) Article I (General Policies) and Article II (Longevity Pay Plan) of the Code of the Township of Verona are hereby repealed.

SECTION 4. Chapter 42 (Salaries and Compensation) of the Code of the Township of Verona are hereby repealed in its entirety.

SECTION 5. There is hereby established a new Chapter 36 (Personnel Benefits, Compensation and Regulations) of the Code of the Township of Verona to read as follows:

CHAPTER 36 Personnel Benefits, Compensation and Regulations

§ 36-1 Establishment.

Unless as otherwise prescribed by collective bargaining agreement or individual employment agreement to which the Township is a party of, all personnel policies contained herein shall apply to all employees and shall exclude all elected officials and non-compensated appointed members of various boards, commissions, and committees.

- A. It is the intent of this Chapter to establish personnel policies, practices, and regulations, which are consistent with sound business principles and provide incentives to encourage maximum efficiency, to the end that the administration of the Township's personnel program will be accomplished in a manner equitable to the employees without handicapping or curtailing the responsible administrative officers. The personnel practices and procedures described herein shall apply to all employees.
- B. Within the framework of the foregoing general policy, the following principles are hereby declared as establishing the personnel policies of the Township:
 - (1) Employment with the Township shall be based on merit and fitness, free of personal and political considerations.
 - (2) Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in the operation of the municipal government.
 - (3) Positions having similar duties and responsibilities shall be classified and compensated for on a uniform basis.
 - (4) Every effort shall be made to stimulate high morale by fair administration of this Chapter and by every consideration of the rights and interests of employees, consistent with the best interests of the public and the Township.
 - (5) Continuity of employment covered by this Chapter shall be subject to good behavior, the satisfactory performance of work, necessity for the performance of work and the availability of funds.

(6) It is the policy of the Township to offer employment and fair treatment to all its employees.

- C. Based on the established policy guidance set forth in this Chapter, the Township Manager shall be authorized to promulgate rules and regulations to administer the Township's personnel system. The Township Manager shall also be authorized to establish a personnel policy manual to assist with the administration of the personnel system.

§ 36-2 Application.

- A. Full-time employees. All employees who are regularly scheduled to work thirty-five hour per week and are compensated either by annual salary or on an hourly basis including employees who are appointed by Interim, Provisional, Regular, Temporary and Unclassified appointment types.
- B. Part-time employees. Employees who work less than the full-time work schedule, but who are regularly scheduled to work less than average of 28 hours per week annually including employees who are appointed by Interim, Provisional, Regular, Temporary and Unclassified appointment types.
- C. Per-diem employees. Employees who work less than the full-time work schedule, whose work hours may vary from week to week depending on the employer's need including employees who are appointed by Interim, Provisional, Regular, and Unclassified appointment types.
- D. Temporary employees. Employees who are hired for an emergency or in a temporary position if it is required for a period not more than six months in any twelve-month period. This category shall include Seasonal employees who are hired for a position, which required or is likely to require the service of incumbents during particular season or during the time of peak workload.
- E. Managerial, executive, and confidential employees.
- (1) The following shall be and are hereby classified as confidential personnel who are not members of a collective bargaining unit:
- a. Chief Financial Officer
 - b. Chief of Police
 - c. Confidential Secretary to the Township Manager
 - d. Construction Code Official
 - e. Deputy Municipal Treasurer
 - f. Director of Administration & Economic Development
 - g. Director of Community Services
 - h. Engineering Manager
 - i. Fire Official
 - j. Judge of the Municipal Court
 - k. Municipal Court Administrator
 - l. Municipal Prosecutor
 - m. Superintendent of Public Works
 - n. Supervising Sewage Plant Operator
 - o. Supervisor of Buildings and Grounds
 - p. Tax Assessor
 - q. Tax Collector
 - r. Township Clerk
 - s. Township Manager
- (2) Managerial, executive, and confidential employees shall be subject to removal from employment in accordance with applicable New Jersey law.

ARTICLE I BENEFITS AND COMPENSATION

§ 36-11 Grade, pay scales and benefits.

A. Compensation plan.

- (1) Managerial, executive, and confidential employees. The Township Council upon recommendation of the Township Manager, where applicable, shall have the sole and exclusive right to establish the level of compensation to be paid to those managerial, executive, and confidential employees whose titles are listed (above) in item E. The Township Council shall have the sole and exclusive right to establish the level of compensation to be paid to the Township Clerk and the Township Manager.
- (2) The salary, compensation, and benefits to be paid to members of the following unions shall be as set forth in the applicable current Collective Bargaining Agreements approved by Resolution of the Council.
 - a. Office and Professional Employees International Union (OPEIU), Local 153
 - b. New Jersey Policemen's Benevolent Association (NJ PBA), Local 72

§ 36-12 Salaries.

- A. With the exception of the Township Manager and the Township Clerk the Township Council shall establish, by ordinance, the salaries of all employees upon recommendation of the Township Manager.
- B. Return to position after separation from service.
 - (1) Any employee who has left the Township service to enter the active service of the armed services of the United States and who is subsequently reinstated to a position previously held by him shall be entitled to receive compensation at the rate to which he/she would have been entitled had his/her service with the Township not been interrupted by service in the armed forces.
- C. No newly hired employees shall receive any adjustment to salary until January 1 following the completion of one full year of service.

§ 36-13 Longevity compensation.

- A. Establishment; effective date. All full-time employees hired by the Township prior to January 1, 1996 shall be paid longevity pay in addition to salary compensation and retainers, for meritorious, long, and faithful service.
- B. Specific policies.
 - (1) Longevity payments shall be due and payable on quarterly basis by March 31, June 30, September 30 and December 31 of each year. Such quarterly payments shall be based on the annual salary paid to eligible employees who have completed the full period of years of service herein designated:
 - t. After five (5) years: two percent (2%).
 - u. After ten (10) years: four percent (4%).
 - v. After fifteen (15) years: six percent (6%).
 - w. After twenty (20) years: eight percent (8%).
 - x. After twenty-five (25) years: ten percent (10%).
 - (2) Employees receiving longevity payments as of December 31, 2015, shall not be eligible for any further increase to longevity payments above the then current total monetary amount paid to the employee for calendar year 2015 and the total longevity payment shall freeze but that "frozen" amount shall continue to be paid, at a minimum, on a quarterly basis. Employees not entitled to longevity payments on December 31, 2015, shall not be entitled to receive longevity payments. Furthermore, represented employees receiving longevity that are promoted or appointed on or after January 1, 2016, to a position not covered by a recognized bargaining unit shall not be eligible for longevity payments regardless of their date of hire.

- a. No employee hired after January 1, 1996, shall be entitled to receive longevity.
- b. Each month shall be considered one-twelfth (1/12) of a year for longevity payment purposes.
- c. Longevity payments shall be excluded in computing overtime compensation. Longevity payments shall become part of an employee's base pay for pension purposes only.
- d. Longevity payments shall be paid notwithstanding the maximum salary or compensation provided by ordinance for any employee.
- e. Any authorized leave with or without pay shall be credited to an employee of the Township in computing this period of service. Terminal leave and disciplinary leave is excluded.
- f. Longevity payments are offered to employees to reward continuous township service. If an employee terminates employment and is reemployed with the Township, no longevity payments shall be paid upon reemployment.
- g. A retiring employee on terminal leave shall receive longevity payments up to and including the last day of terminal leave. The longevity payments received by a retiring employee who retires prior to April 1 shall be based on the salary received by the employee in the calendar year prior to retirement. For those employees retiring after April 1, the longevity payments shall be based on salary received during the year of retirement.
- h. The longevity provisions of this section shall not apply to those employees of the Township who have made independent contractual arrangements with the Township pertaining to their compensation.

§ 36-14 Health Insurance benefits.

- A. The Township shall provide Health Insurance benefits to all full-time employees beginning the sixtieth day after the first day of employment with the Township as provided for in this Section.
- B. Full-time employees hired prior to October 29, 2018 shall be provided a hospitalization and major medical insurance plan equal to or better than the Direct 10 plan offered by the New Jersey State Health Benefits Plan as may be amended by the State Health Benefits Commission.
- C. Employees hired on or after October 29, 2018 shall be provided an EPO 15/25 hospitalization and major medical insurance plan. Employees may opt to select any higher cost Health Insurance Plan offered by the Township, however the employee must pay through payroll deduction the difference in the Townships cost of the plan as compared to the EPO 15/25 Health Insurance Plan.
- D. Upon the death of an active or retired full-time employee who is covered by the Township's health insurance benefits, the decedent's eligible spouse and/or eligible dependents coverage shall continue for a period of eighteen (18) months at no cost to the surviving spouse or dependents. After the completion of the eighteen (18) months, the surviving spouse and/or eligible dependents may elect to continue medical coverage at his/her own expense at the Township group rates under COBRA.

§ 36-15 Prescription Drug Insurance benefits.

- A. The Township shall provide Prescription Drug insurance benefits to all full-time employees beginning the sixtieth day after the first day of employment with the Township as provided in this Section.
- B. Full-time employees shall be provided prescription drug insurance benefits equal to or better than the plan offered to the Township's employees who are members of OPEIU Local 153.
- C. Upon the death of an active or retired full-time employee who is covered by the Township's prescription drug insurance benefits, the decedent's eligible spouse

and/or eligible dependents coverage shall continue for a period of eighteen (18) months at no cost to the surviving spouse or dependents. After the completion of the eighteen (18) months, the surviving spouse and/or eligible dependents may elect to continue prescription drug coverage at his/her own expense at the Township group rates under COBRA.

§ 36-16 Dental Insurance benefits.

- A. The Township shall provide Dental insurance benefits to all full-time employees beginning the sixtieth day after the first day of employment with the Township as provided in this Section.
- B. Full-time employees shall be provided dental insurance benefits equal to or better than the plan offered to the Township's employees who are members of OPEIU Local 153.
- C. Upon the death of an active or retired full-time employee who is covered by the Township's dental insurance benefits, the decedent's eligible spouse and/or eligible dependents coverage shall continue for a period of eighteen (18) months at no cost to the surviving spouse or dependents. After the completion of the eighteen (18) months, the surviving spouse and/or eligible dependents may elect to continue dental coverage at his/her own expense at the Township group rates under COBRA.

§ 36-17 Waiver of insurance coverage.

Active employees eligible for Health Insurance and/or Prescription Drug Insurance Coverage who maintain Health Insurance and/or Prescription Drug Insurance Coverage privately or through a spouse/eligible dependent shall be eligible for an annual waiver payment. Please note that if the employee is in the Township Policy, and the alternate coverage is also provided by the Township, the employee shall not be eligible to receive a waiver payment. An employee may waive all employer-provided health benefits or a select benefit; for example, an employee may elect to waive Health Insurance or Prescription Drug Insurance Coverage. No payment shall be made for the waiver of Dental Insurance by an employee.

Waivers shall be equal to the lesser of twenty-five percent of the amount saved by the Township as a result of the waiver, or \$5,000. The waiver shall be paid to the employee, at a minimum, quarterly.

§ 36-18 Medical benefits after retirement.

Active full-time employees hired after December 31, 1995 shall not be eligible for Health, Prescription Drug or Dental Insurance Coverage after retirement from the Township.

Active full-time employees hired prior to January 1, 1996 who "bought in" to Health, Prescription Drug and Dental Insurance Coverage while actively employed shall continue to receive Health and Prescription Drug after retirement for themselves and eligible spouse.

§ 36-19 Hours of work.

- A. Hours of work. The official workweek of the Township is a five day, thirty-five hour workweek. The Township Manager shall establish the specific hours of work for each department.

§ 36-20 Holidays, Observed.

- A. Holidays (effective January 1, 2019).

- (1) The official holidays with pay, which are observed by the Township, are as follows:
 - a. New Year's Day
 - b. President's Day
 - c. Good Friday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Columbus Day
 - h. Veteran's Day
 - i. Thanksgiving Day
 - j. The day after Thanksgiving
 - k. Christmas Eve
 - l. Christmas Day.
- (2) If a holiday falls on a Saturday, the preceding Friday shall be observed. If a holiday falls on a Sunday, it shall be observed on the following Monday.
- (3) In the event that an official holiday occurs while an employee is on sick leave, he/she shall not have such holiday counted as a sick day.
- (4) In the event that an official holiday occurs during an employee's vacation leave, he/she shall not have such holiday counted as a day of his/her vacation leave, but he/she shall be entitled to a substitute day of vacation leave.
- (5) Full time employees hired prior to January 1, 2019 shall receive two (2) floating days off at the start of each year to be used at the discretion of the employee, under the same restrictions as personal days. These days shall be in lieu of Lincoln's Birthday and the General Election Day.

§ 36-21 Vacation Leave.

- A. General vacation allowance. All full-time employees shall be granted vacation leave, each calendar year.
 - (1) Employees hired full-time in an unrepresented position prior to December 1, 2015 shall receive twenty-seven (27) vacation days annually.
 - (2) Employees hired full-time in a represented position prior to December 1, 2015 who is promoted to an unrepresented position after December 1, 2015 shall continue to receive the vacation days allotted to them as a represented employee to a maximum of twenty-five (25) days.
 - (3) Employees hired full-time by the Township on or after December 1, 2015 in an unrepresented position shall follow the following schedule:
 - a. New employees shall only receive one working day for the initial month of employment if they begin work on the first through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
 - b. After the initial month of employment and up to the end of the first calendar year, employees shall receive one working day for each month of service.
 - c. Thereafter, they shall receive fifteen vacation days for the first full calendar year and an additional one (1) vacation day for each successive year of employment to a maximum of twenty-five (25) days.
- B. All part-time employees shall be granted vacation leave on a prorated basis.
- C. General condition applicable to vacation leaves. The following general conditions shall apply to vacation leaves:

- (1) Accumulation of vacation leave beyond that earned in a twelve-month period shall be permitted only with the consent of the department head and written approval of the Township Manager.
- (2) Under no conditions, however, shall an employee be permitted to accumulate more than two years of accrued vacation leave.
- (3) Accrued vacation leave for employees with greater than one year of service shall be compensated for when the employee becomes separated, either voluntarily or involuntarily, from the Township service unless the employee terminates service without giving two weeks' notice to his/her department head or Township Manager, as applicable.
- (4) Any employee who is laid off, retires or separates from the service of the Township for any reason, shall be compensated in time for the value of his/her accumulated and unused vacation time on a prorated monthly basis standing to his/her credit at the time of his separation from service. In case of an employee's death in service, monetary payment shall be made to his/her beneficiaries or estate.
- (5) Time on paid sick leave and all other time paid for but not actually working shall be considered as days worked for the purposes of computing vacation eligibility and accrual. Such time (non-productive) shall count toward weekly overtime calculations.
- (6) Any official holiday occurring during an employee's vacation leave period shall not be counted as a day of vacation leave, but shall entitle the employee to a substitute day of vacation leave.

§ 36-22 Sick leave.

A. Sick leave shall be as follows:

- (1) Sick leave allowance.
 - a. Full-time employees shall be entitled to paid sick leave as follows:
 - i. New employees shall only receive one working day for the initial month of employment if they begin work on the first through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
 - ii. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service.
 - iii. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 calendar days.
 - b. Part-time employees shall be entitled to paid sick leave as follows:
 - i. New employees shall only receive one working day for the initial month of employment if they begin work on the first through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.
 - ii. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service.
 - iii. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 calendar days.
 - iv. All days shall be pro-rated based off the number of hours worked per week.
 - c. Effective October 29, 2018, per-diem employees shall be entitled to paid sick leave as follows:
 - i. For every 30 hours worked, the employee shall accrue one hour of earned sick leave,
 - ii. The employee shall be permitted to accrue up to 40 hours of earned sick leave. Unused sick leave may be carried forward from one benefit year to the next for a maximum of 40 hours of earned sick leave. Employees shall not be entitled to compensation for sick leave accumulated at termination, resignation, or retirement.
 - iii. Earned sick leave shall begin to accrue on October 29, 2018 for any employee who is hired and commences employment prior to

October 29, 2018 and said employee shall be eligible to use the earned sick leave beginning on the 120th calendar day after the employee commences employment

- iv. Earned sick leave shall begin to accrue upon the date that employment commences and the employee shall be eligible to use the earned sick leave beginning on the 120th calendar day after the employee commences employment
- v. The employee may subsequently use earned sick leave as soon as it is accrued.
- vi. If a per-diem employee is terminated, laid off, furloughed, or otherwise separated from employment with the Township, any unused accrued earned sick leave shall be reinstated upon the re-hiring or reinstatement of the employee to the Township, within six months of termination, being laid off or furloughed, or separation, and prior employment with the Township shall be counted towards meeting the eligibility requirements set forth in this section.
- d. Paid sick days shall not accrue during a leave of absence without pay or suspension but shall continue to accrue during a voluntary furlough or furlough extension leave.
- e. Sick leave credits shall not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.
- f. An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.
- g. Unused sick leave shall accumulate from year to year without limit, whether or not it was accrued prior to an intergovernmental transfer in accordance with *N.J.A.C. 4A:4-7.1A*, provided, however, that in the case of an intergovernmental transfer, the sick leave Police Officer who has waived all accumulated sick leave, shall accrue from the effective date of the transfer.
- h. Pursuant to New Jersey Civil Service Rules, sick leave may be used by employees who are unable to work because of:
 - (1) Personal illness or injury (see *N.J.A.C. 4A:6-21B* for Federal family and medical leave);
 - (2) Exposure to contagious disease (see *N.J.A.C. 4A:6-1.21B* for Federal family and medical leave);
 - (3) Care, for a reasonable period of time, of a seriously ill member of the employee's immediate family (see *N.J.A.C. 4A:1-1.3* for definition of immediate family, see *N.J.A.C. 4A:6-1.21A* for family leave under State law and see *N.J.A.C. 4A:6-1.21B* for Federal family and medical leave); or
 - (4) Death in the employee's immediate family, for a reasonable period of time.
 - (5) A disability for absences related to the acquisition or use of an aid for the disability when the aid is necessary to function on the job. In such cases, reasonable proof may be required by the Township Manager.
- i. Pursuant to the New Jersey Earned Sick Leave Law (*N.J.S.A. 34:11D-1*), sick leave may be used by employees who are unable to work because of :
 - i. time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
 - ii. time needed for the employee to aid or care for a family member of the employee during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
 - iii. absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention

needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence;

- iv. time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others; or
- v. time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

(2) Sick leave must be utilized and runs concurrently with family/medical leave entitlement under the New Jersey Family Leave Act and/or the Federal Family Medical Leave Act.

(3) General conditions.

- a. The Township has the right to request sick time verification whenever it deems it necessary to do so. However, this shall not be done in an unduly offensive or obtrusive manner.
- b. When, as a condition of his/her return to duty, the Township requires a second opinion for an employee who has been absent because of personal illness, said employee shall be examined, at the expense of the Township. Such examination shall establish whether the employee is capable of performing his/her normal duties and that his/her return will not jeopardize the health of other employees. Employees incapable of resuming normal work duties may be retired from employment or transferred to other duties at the discretion of the Township Manager.

(4) Separation.

- a. All employees and personnel of the Township of Verona who have been employed full time shall receive compensation for sick leave accumulated at retirement pursuant to the following schedule:
 - (1) Employees who were hired full-time by the Township prior to January 1, 1978 shall receive compensation for sick leave accrued up to a maximum of two hundred twenty five (225) days.
 - (2) Employees who were hired full-time by the Township between January 1, 1978 and May 20, 2010 shall receive compensation for sick leave accrued up to a maximum of one-hundred (100) days.
 - (3) Employees who were hired full-time by the Township between May 21, 2010 and November 30, 2015 shall receive compensation for sick leave accrued up to a maximum one-hundred (100) days or \$15,000, whichever is less.
 - (4) Employees who were hired full-time by the Township on or after December 1, 2015 shall not be entitled to compensation for sick leave accumulated at retirement.
- b. No sick leave allowance will be paid in case of dismissal for cause or resignation for any other purpose than retirement.
- c. Payment for compensated sick leave shall be made upon certification by the Chief Financial Officer that sufficient documentation of the amount of the accumulated sick leave has been provided, and that funds are available

to pay for the amount of compensated absence due. Sufficient documentation shall include:

- (1) A copy of, or reference to, the agreement authorizing compensation;
- (2) Documentation of the amount of accumulated absence time; and
- (3) The total value of the compensation due based on the agreement and accumulated absence time.
 - i. Unless expressly stated otherwise by a duly negotiated and approved labor agreement, and/or individual employment agreement where payouts for accumulated absences are authorized:
 1. Payment for compensated absence based on absence time accumulated starting January 1, 2018, shall be calculated utilizing no more than the employee's base salary at the time in which the absence was accumulated. The Chief Financial Officer shall ensure documentation of the employee's base salary at the time in which the absence time was accumulated; and
 2. Absence time accumulated starting January 1, 2018 that is utilized during employment shall be utilized in the order of highest dollar value to lowest dollar value. The caps set forth in this section on the total number of sick days compensable and/or total dollar amount of sick leave compensable, compensable sick leave shall be exhausted before non-compensable sick leave is utilized.
- d. With approval of the Township Manager, the Chief Financial Officer may begin to compensate employees with twenty (20) years of service in a State pension retirement system for their accumulated absence accrued pursuant to this section, duly negotiated and approved labor agreement, and/or individual employment agreement where payouts for accumulated absences are authorized prior to retirement.

(5) Workers Compensation.

- a. During the period of occupational illness or accident where an employee receives compensation benefits under the Workmen's Compensation Act and returns those benefits to the Township in exchange for his/her normal paycheck, that sick leave time charged will be prorated for that portion which is not covered by the compensation benefits.

§ 36-23 Personal time.

- A. Full time employees hired prior to January 1, 2019 receive four (4) personal days off at the start of each year.
- B. Part time employees shall be granted personal time on a prorated basis.
- C. Employees hired on or after January 1, 2019 shall be entitled to personal days as follows: Less than one (1) year of continuous full-time employment – 1 Personal Day; 1 or more years of continuous full-time employment – 3 days.
- D. Personal days shall be used at the discretion of the employee, under the same contractual restrictions as vacation days. However personal days shall not carried over from year to year.

§ 36-24 Special leave.

- A. Maternity leave. Maternity leave shall be granted for a period of three months, exclusive of accumulated sick and vacation time, provided that the employee has worked for the Township for one year prior to commencement of such leave. Such requests shall be made in writing to the department head who shall forward same to the Township Manager for approval. Such leave shall be without pay, unless accumulated sick and vacation time is applied thereto. Time out on maternity

leave qualifies as family and medical leave and will be counted against an employee's twelve week family/medical leave entitlement under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.

- B. Leave for personal reasons. A full-time employee may be granted leave without pay for a period not exceeding one month during a fiscal year for specific personal reasons or other reasons deemed in the best interest of the Township when recommended by the department head and approved by the Township Manager. Applications for leave without pay must be submitted in advance in writing to the employee's department head, showing the employee's reason for requesting such leave, and must contain a statement that he/she intends to return to the Township service. Employees shall continue to contribute their portion of health and medical benefits as if they were receiving their full salary.
- C. Leave for court appearance or jury duty. A full-time employee who is subpoenaed as a witness in a civil or criminal case not involving him or her in his/her capacity as a Township employee, or an employee who is called and serves on a jury, may be granted paid leave for that period of time in which he/she is officially involved with the court in such capacity.
- D. Leave due to death in immediate family. In the event of a death in his/her immediate family, each full time employee may be granted, upon approval of said employee's department head, time off with pay, such time not to exceed four days. Upon recommendation of the department head and approval by the Township Manager, a reasonable extension beyond four days may be allowed where circumstances justify such action. The term "immediate family," as used in this subsection, includes the employee's father, mother, spouse, brother, sister, son, daughter, mother in law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents and grandchildren. Consideration for attendance at funerals for other than the immediate family may be granted upon recommendation by the department head and approval of the Township Manager.
- E. Training leave. Full-time employees may be granted skill or professional improvement leave with or without pay for specific courses of study relating to the work of the Township in which he is employed, or leave to attend conferences of professional and similar associations. Such leave may be granted with full or part pay upon recommendation of the employee's department head and approval by the Township Manager in an amount not exceeding one calendar month during any fiscal year.
- F. Military leave. The Township of Verona shall provide military leave to its eligible employees, in accordance with all state and federal laws.
- G. Reporting absence. An employee who is to be absent from duty shall report the reason therefor to his/her supervisor prior to the start of his/her normal work shift, and, only in the case of an emergency, call-in shall be no later than two hours after the start of the work shift. All unauthorized and unreported absences shall be considered absence without leave, and deduction of pay shall be made for such period of absence. Absence without leave for three or more days or part thereof shall be grounds for immediate dismissal from the Township service.
- H. Leave pursuant to statutory provisions. In any case where the laws of this state provide for special leave not contemplated in this Chapter, said laws shall control the amount of leave granted in such instances.

§ 36-25 Donated leave program.

- A. An employee shall be eligible to receive donated sick or vacation leave if the employee:
 - a. Has completed at least one year of continuous service to the Township;
 - b. Has exhausted all accrued sick, vacation and administrative leave, all sick leave injury benefits, if any, and all compensatory time off;

- c. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
 - d. Either:
 - i. Suffers from a catastrophic health condition or injury;
 - ii. Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
 - iii. Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).
- B. For purposes of this section, a "catastrophic health condition or injury" shall be defined as follows:
 - a. With respect to an employee, a "catastrophic health condition or injury" is either:
 - i. A life-threatening condition or combination of conditions; or
 - ii. A period of disability required by his or her mental or physical health or the health of the employee's fetus which requires the care of a physician who provides a medical verification of the need for the employee's absence from work for 60 or more work days.
 - b. With respect to an employee's immediate family member, a "catastrophic health condition or injury" is either:
 - i. A life-threatening condition or combination of conditions; or
 - ii. A period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need for the family member's care by the employee for 60 or more work days.
- C. An employee may request that the Township Manager approve his or her participation in the program, as a leave recipient or leave donor. The employee's supervisor may make such a request on behalf of the employee for his or her participation in the program as a leave recipient.
 - a. The employee or supervisor requesting the employee's acceptance as a leave recipient shall submit to the appointing authority medical verification from a physician or other licensed health care provider concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be.
 - b. When the Township Manager has approved an employee as a leave recipient, the appointing authority shall, with the employee's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time, and shall provide notice to all negotiations representatives in that appointing authority.
 - i. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.
- D. A leave recipient must receive at least five sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program. A leave donor shall donate only whole sick days or whole vacation days and may not donate more than 30 such days to any one recipient.
 - a. A leave recipient shall receive no more than 260 sick days or vacation days, and shall not receive any such days on a retroactive basis.
 - b. A leave donor shall have remaining at least 20 days of accrued sick leave if donating sick leave.
 - c. A leave donor shall not revoke the leave donation.
 - d. If a leave donor is not in the same department or autonomous agency as the leave recipient, appropriate arrangements shall be made between the affected appointing authorities to verify donor eligibility and adjust leave records. However, the posting requirement set forth in (c)2 above is limited to the recipient's appointing authority.

- E. While using donated leave time, the leave recipient shall accrue sick leave and vacation leave and be entitled to retain such leave upon his or her return to work.
 - a. Any unused, donated leave shall be returned to the leave donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time shall not be returned.
 - b. Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the leave donation program.
- F. An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to, promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.
- G. The use of contributed time shall run concurrently with approved FMLA and NJFLA benefits, if applicable.
- H. The Township Manager may suspend or terminate the donated leave program at any time upon 30 days written notice of such suspension or termination to the Chairperson or designee, all affected employees, and labor negotiations representatives.
- I. This donated leave program shall become effective thirty days (30) after approval of the program criteria by the Chairperson or his/her designee of the Civil Service Commission.

ARTICLE II GENERAL REGULATIONS

§ 36-31 Grievance procedure.

The grievance procedure for those confidential employees not covered by a Collective Bargaining Agreement shall be as follows:

- A. Step 1: presentation to Department Head. An employee who has a grievance and who is not part of a Collective Bargaining Agreement may at the time the grievance occurs or within 10 working days of the occurrence notify his/her department head in writing of the grievance. Grievance not taken within 20 working days shall be conclusively deemed waived. The department head shall either conclude a mutually satisfactory solution to the grievance within 10 working days of the time the grievance was first submitted to him or her or, failing in that, prior to the end of that time, advise the employee of his/her inability to do so. When an employee is informed by his/her department head that he/she is unable to arrange a mutually satisfactory solution to the grievance, the employee must present such grievance to the Township Manager in writing within 20 days of the failure to resolve the grievance, in the manner set forth below in Step 2.
- B. Step 2: Presentation to Manager. The employee shall prepare the grievance in writing. The grievance should be stated as completely and as clearly as possible. The grievance shall be transmitted immediately to the Township Manager with a copy presented to his/her department head. The department head shall report in writing the facts and events which led up to its presentation, including in his/her written report any verbal answer he/she may have previously given to the employee concerning this grievance. Within 10 working days after receipt of the written grievance, the department head must present it with the information required from him or her to the Township Manager. The Township Manager, or the Township Attorney in the absence of the Township Manager, shall consider and formally act on the grievance.

- C. Employee's record. All papers and documents relating to a grievance and its disposition shall be placed in the employee's personnel file.

§ 36-32 Resignation.

- A. Written notice. Any employee who wishes to resign from the service in good standing shall give his/her department head at least two weeks' prior written notice of his/her resignation, unless the Township Manager requires a longer notice or agrees to a shorter notice. Said two weeks' notice shall be in addition to the employee's entitled accrued vacation and sick leave time. An employee failing to give at least two weeks' notice shall, in addition to other penalties, forfeit his/her accrued vacation time or any type of compensation in lieu of vacation. The department head shall indicate his/her approval or disapproval of the employee's resignation notification and forward it to the Township Manager, who may reject it or accept the resignation. No resignation shall become effective until it is recommended for approval by the employee's department head and approved by the Township Manager.
- B. Without notice. Any employee who does not submit his/her resignation in compliance with the provisions in this Chapter, or whose resignation is not approved by the department head and the Township Manager, or who is absent from work for a period of three or more days without notifying his/her department head of the reason for his/her absence and of his/her intention to return to work, may be considered as having resigned without notice and not in good standing. Any employee who fails to return to his/her duties within three days after the expiration date of an unauthorized leave period without notifying his/her department head shall be considered as having resigned without notice and not in good standing, provided that the failure to give notice was not caused by unavoidable circumstances.
- C. An employee who leaves service without resignation in good standing as defined in this Chapter shall have the fact entered in his/her personal record. If the situation warrants it, he/she may be deprived of the right to apply for reemployment to service at a future date and he/she may be denied the privilege of a satisfactory reference from the officials of the Township.

§ 36-33 Prohibited political activity.

- A. Prohibited activities; penalty for violation.
- (1) Except as otherwise permitted by Subsection B of this section, employees shall not engage in any of the following political activities:
- Seek or accept nomination to any Township office other than Board of Education without first obtaining a leave of absence.
 - Use one's official position to influence publicly in any way for or against any candidate for elective office in the Township government.
 - Circulate petitions or publicly campaign on behalf of any candidate for a Township office, or work at the polls in any municipal, primary or general election during working hours.
 - Solicit or receive any subscription or contribution for any Township political purpose or party during working hours.
- (2) Violation of any of the provisions of this subsection shall be deemed sufficient cause for dismissal from the Township service.
- B. Limitations on scope of prohibited activities.
- (1) Nothing in Subsection A of this section shall be construed to prevent employees from becoming or continuing to be members of any political party, club, or organization; attending political meetings; expressing their views in private on political matters outside of working hours and off Township premises; and voting with complete freedom in any election.

- (2) Nothing in Subsection A of this section shall apply to officers, officials and employees classified hereof as exempt personnel.

§ 36-34 Personnel records.

The Township Manager shall maintain adequate personnel records for each employee of the Township. Such records should include but not be limited to the following: grievances; dates of appointments and promotions; job titles; salaries; commendations; disciplinary actions; leave of any type taken and accumulated; merit ratings and the like. Appropriate forms for reporting such information shall be developed by the Township Manager, and the order of filing such forms within a file shall be uniform.

§ 36-35 Outside employment.

Employees are permitted to accept permanent outside employment, provided that there is no possibility that such employment will interfere with an employee's performance or compromise an employee's position through a conflict of interest. Before accepting such permanent outside employment, an employee shall advise and obtain prior approval from his/her department head, in writing, of the place of such employment, hours of work and such other information as may be established by said department head.

§ 36-36 Departmental regulations.

Subject to the approval of the Township Manager, a department head may establish written regulations affecting the personnel and internal operations of his/her department; provided, however, that such departmental regulations shall not conflict with any of the provisions of this chapter, Collective Bargaining Agreement and/or Township Employee Manual.

§ 36-37 Acceptance of gifts.

- A. This section shall apply to all elected or appointed officials, employees, employees of any board, commission, department, division, committee or agency, whether paid or unpaid, full -time or part -time, whether created by the governing body of the Township of Verona or appointed by any of its officials or administrators;
- A. No person to whom this section is applicable shall, in the course of his or her employment or in connection with such work or employment, in any calendar year, accept, take or receive a gift or gifts or other thing of value from a Township vendor and/or a potential vendor, including meals and the like, of a total cumulative value in excess of \$25;
- B. The aforementioned prohibitions shall not apply to the acceptance or exchange of gifts between persons to whom this section is applicable.
- C. For the purposes of this section, a discount on the purchase of services or products which is extended to all municipal employees, with advanced written notice to the Administration, shall not be considered to be a gift, even if its cumulative discount exceeds \$25 in any given calendar year.
- D. For the purposes of this section, a campaign contribution and/or donation, in kind or otherwise, made to an official election or reelection campaign, committee and/or account of a municipal official or employee shall not constitute a gift.

§ 36-38 Direct Deposit of Township Employee Compensation.

- A. All employees who receive compensation from the Township of Verona are mandated to have direct deposit of their compensation as of January 1, 2020 in accordance with *N.J.S.A. 52:14-15f(b)*.
- B. Seasonal and temporary employees who are employed by the Township of Verona are exempt from the direct deposit mandate in accordance with *N.J.S.A. 52:14-15f(b)*.

SECTION 6. If any section, sub-section, paragraph, sentence or any other part of this ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 7. All ordinances or parts of ordinances which are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 8. This ordinance shall take effect after final adoption and publication and otherwise as provided by law.



ATTEST:

Jennifer Kiernan
JENNIFER KIERNAN
MUNICIPAL CLERK

I HEREBY CERTIFY THAT THE AFOREMENTIONED ORDINANCE WAS PUBLISHED IN THE STAR LEDGER, A NEWSPAPER PUBLISHED IN THE COUNTY OF ESSEX AND CIRCULATED IN THE TOWNSHIP OF VERONA, IN THE ISSUE OF NOVEMBER 22, 2019 AND DECEMBER 20, 2019.

**JENNIFER KIERNAN
MUNICIPAL CLERK**

INTRODUCTION: November 18, 2019
PUBLIC HEARING: December 16, 2019
EFFECTIVE DATE: January 5, 2020