TOWNSHIP OF WALL

ORDINANCE NO. 17-2016

AMENDMENTS TO THE TOWNSHIP OF WALL PERSONNEL POLICY

WHEREAS, Chapter 33 contains the Township's Personnel Policies; and

WHEREAS, the Township has determined it is in the best interests of the Township to amend a myriad of Personnel Policies; and

NOW, THEREFORE BE IT ORDAINED by the Township Committee of the Township of Wall, in the County of Monmouth, in the State of New Jersey, as follows:

Section 1. Chapter 33, Section 3 (General employment practices), shall be amended to provide the following:

I. Probationary service. Except where statutory requirements direct otherwise, all new, rehired or transferred employees, except those covered by collective bargaining agreements, shall serve a period of probation of a minimum of 90 days. New hires in an entry level position will have a probationary period of one year. Within that timeframe, two reviews shall take place with feedback on work performance. All entry level positions will have the possibility of increases not to exceed $1,000 each based on the two performance reviews during the one-year probationary time. Entry level positions shall be defined as those that do not require a certification or degree.

All full-time employees shall be entitled to insurance and sick leave benefits commencing on the first day of the month following the first 30 days of employment. All full time employees shall be entitled to the other personnel benefits of this article commencing on the 31st day of employment.

J. Personal history file. The Department of Personnel will check all papers and records for completeness and establish a personnel file for each and every employee of the Township.

K. Employees covered. The benefits of this article are intended to cover only permanent full-time employees, elected officials and part-time employees where specified. Temporary and seasonal employees shall not receive any of the benefits of this article.

- Part Time Employees

1. Regular part time employees are defined as those who work an average of twenty (20) or more hours per week, averaged over a calendar quarter. In lieu of all earned time provisions contained elsewhere in this ordinance, such employees will be entitled to eight (8) hours of paid time off per calendar quarter.

2. Part Time employees will not be entitled to longevity.

Section 2. Chapter 33, Section 4 (Working time and attendance on job) shall be amended to provide the following:

A. Time and attendance records. Accurate time and attendance records shall be maintained on each employee by the person in charge of the department, office, or unit, who will certify to the accuracy of the report each pay period to the payroll authority of the Township.

Effective January 1, 2017 employees shall receive twenty-four (24) pays per year with pay days on the fifteenth (15th) and the last day of the month. When the fifteenth (15th) or the last day of the month falls on a weekend or holiday, employees shall be paid on the closest preceding business day. There will

be 24 pays over the course of a year. Also effective January 1, 2017, all full-time and part-time non-seasonal employees shall be required to utilize direct deposit for payroll purposes.

B. Longevity pay. Longevity pay of a percentage of the current annual base salary will be paid to each full-time permanent Township employee not covered by a collective bargaining agreement for continuous service on the following basis: after completion of three years' continuous service, 2%; five years, 4%; 10 years, 6%; 15 years, 8%; 20 years, 10%.

Full-time permanent Township employees not covered by a collective bargaining agreement hired after January 1, 2017 will receive longevity pay on the following basis: after completion of five years' continuous service, 2%; 10 years, 5%; 15 years, 7%; 20 years, 10%.

Section 3. Chapter 33, Section 6 (Absences) shall be amended to provide the following:

Annual vacation. Annual vacation with pay is credited from date of employment and is authorized on the following basis:

(1) No employee shall be entitled to any vacation time prior to the first anniversary of his date of employment unless authorized by resolution at the time of hire by the Township Committee upon the recommendation of the Township Administrator as a result of negotiations during the recruitment/hiring process of professional staff to fill a vacancy.

Effective January 1, 2017 new employees will be awarded vacation time on January 1st of the subsequent year after the date of hire. An employee hired between January 1st – July 1st shall receive ten vacation days the subsequent January 1st. An employee hired between July 2nd – December 31st shall receive five vacation days the subsequent January 1st and another five vacation days July 1st. They shall receive ten vacations days every January 1st thereafter.

Upon separation, all vacation time for that current year will be pro-rated.

(3) During the calendar year in which time the fifth anniversary of his employment occurs and thereafter, each employee shall be entitled to take 15 working days vacation.

(4) During the calendar year in which the 10th anniversary of his employment occurs, and thereafter, each employee shall be entitled to take 20 working days vacation.

(5) During the calendar year in which the 15th anniversary of his employment occurs and thereafter, each employee hired before January 1, 1991, shall be entitled to take 25 working days vacation.

(6) During the calendar year in which the 20th anniversary date of his employment occurs and thereafter, each employee hired before January 1, 1991, shall be entitled to take 30 working days vacation.

(7) Any employee hired during the month of December in any year shall be considered as being hired on the following January 1, for the purpose of computing vacation time. Except as indicated in Subsections **A** and **B** above, all vacation time may be scheduled during any part of the calendar year subject to the needs of service in the discretion of the department head and on the basis of seniority.

(8) Each employee must take his authorized annual vacation during each calendar year and shall not be permitted to accumulate the same from year to year, except that the Township Administrator, in his discretion, may permit the carry-over of vacation time into the first month of the following year. Compensation in lieu of unused vacation time will not be allowed. Each employee shall submit a written request to the department head and each department head shall submit a written request to the Township Administrator for approval of the specific dates for the employee's annual vacation.

Effective January 1, 2017 employees may carry-over 5 vacation days to the subsequent year. However, upon separation from Township employment, there will be no compensation made for any days carried from the prior year that remain unused.

(9) Prepayment of vacation pay may be made to employees during the week preceding vacation, provided that a written request therefor, signed by the department head, is received by the Personnel Department at least three weeks prior to the date the check is to be issued.

(10) When an employee leaves the Township's employ and subsequently is reemployed, the date of reemployment is to be used as the employee's anniversary date with the Township for purposes of entitlement to vacation time.

(11) When an employee is absent for any reason except annual vacation or authorized personal days for a period in excess of 20 consecutive working days the amount of annual vacation days and personal and sick days earned by the employee during the year or years in which the absence occurs shall be reduced pro rata on the basis of the relationship between the number of working days the employee is absent to the number of working days in the year.

(12) When an employee is absent, for any reason, in excess of six consecutive months, the employee's Township employment may be terminated by the Township Committee and, in such event, all benefits and other entitlements of Township employment shall cease.

F. Sick leave.

(1) Accumulation of sick leave.

(a) Sick leave with pay shall be credited each permanent full-time employee on the basis of one day per month of continuous service, with no maximum limit, and commencing from January 1, 1969, or date of employment, whichever is later. Upon separation in good standing from service, each permanent full-time employee shall be entitled to 1/2 day's pay, at the rate of pay in effect at the time of separation, for each full day of unused accumulated sick leave up to a maximum of 120 days accumulated sick leave; provided, however, that the monetary compensation to be paid for unused accumulated sick leave shall not exceed $7,500 per employee. The accumulation of sick leave shall be subject to the provisions of Subsection **D(11)** hereof.

For all employees hired after January 1, 2017, the maximum compensation paid for unused sick days utilizing the above formula shall be $5,000.

(b) The provisions of Subparagraph F(1)(a) above limiting the number of days of sick leave which may be accumulated and limiting the monetary compensation therefor, shall not apply to employees hired prior to January 1, 1980. Each permanent, full-time employee hired prior to January 1, 1980, shall be entitled, at the time of separation, to receive 1/2 days' pay, at the rate of pay in effect at the time of separation, for each day of unused, accumulated sick leave which the employee has accumulated as of November 1, 1990, up to a maximum of 250 days accumulated sick leave. Such employees shall not be entitled to accumulate sick leave after November 1, 1990.

(2) In all cases of reported illness or disability, the Township reserves the right to have a physician designated by the Township to examine and report on the condition of the patient-employee to the department head and Township Committee.

(3) When the absence on account of illness or disability does not exceed two days, normally the employees statement of the cause will be accepted without a supporting statement from his attending physician, although the Township may have any employee examined by a licensed physician at any time if elects to do so. The Township also reserves the right to waive this requirement or to require the employee

to be examined by a physician designated by the Township and to have the employee certified as fit for duty, before the employee returns to work.

(4) During protracted periods of illness or disability, the Township may require interim reports on the condition of the patient at weekly or biweekly periods, from the attending physician and/or a physician designated by the Township. When under medical care, employees are expected to conform to the instruction of the attending physician if they wish to qualify for salary payment during such period of illness or disability. For the purposes of receiving disability insurance, this subsection shall be administered in accordance with § **33-12** of this chapter.

(5) The Personnel Coordinator will receive record cards for each employee, upon which he will record the total sick leave. All absences will be maintained upon these cards and all sick leave earned and consumed or used for each completed continuous service year will be shown on this record. Employees having exhausted all of their sick leave will not receive any further sick leave or compensation in lieu thereof until same has been accumulated and earned by the employees subsequent service.

(6) Where employees have left the Township's employ and subsequently are reemployed, the date of reemployment is to be used as employee's service date with the Township for purposes of crediting sick leave.

(7) Sick leave may be allowed for ordinary dental care, and for the service of an oculist for normal eye care when such professional services are not readily available outside of work hours.

(8) An employee who is certified as absent on account of a disability or accident caused in the usual hours of his employment and directly in the line of duty shall not have such absence charged against his sick leave.

(9) Any employee on sick leave, and receiving his normal compensation, who in addition qualifies for payments under workers' compensation weekly benefits, shall during the period he is receiving such weekly benefits be entitled only to that portion of his regular salary which, with the workers' compensation payments, equal his normal salary.

(10) Nothing contained herein shall be considered to be in derogation of or restrictive of any statute now in effect limiting the period during which Township employees may be compensated for leave on account of disability or of illness (such as N.J.S.A. 40:11-8 and 40:11-9, pertaining to the Police Department) but these provisions are to be construed and administered in conjunction therewith.

(11) Any employee who has completed at least 21 years of full-time employment with the Township and has filed a written letter of resignation or retirement with the Township Clerk which is to be effective in the second or third calendar year subsequent to when it was filed may file an election to have accumulated sick leave paid to the employee before separation under the following circumstances:

(a) The election must be filed by December 1 of the calendar year preceding the first year with in which payment is sought.

(b) The election must state whether payment is to occur over two or three years. Payment shall be made in equal payments.

(c) The value of a sick day will be calculated for the year in which the payment is made.

(d) In order to receive a payment in any year, the employee's employment must be and remain in good standing.

(e) The election may be made only once by any employee. If the employee does not retire as stated in the notice of election, those days for which the employee has already been paid shall be permanently subtracted from his or her sick leave entitlement.

(f) The election of payment is irrevocable. In the case of death of an employee before the full payment provided for in the election, the remaining sums will be paid to the employee's estate.

(g) As part of the election, and if the employee so indicates in writing at the time of the election, the amounts to be paid hereunder may be paid to the employee's deferred compensation account, to the extent provided by law.

I. Bereavement. In the event of a death in the immediate family of an employee (spouse, children, parents, brothers, sisters, grandparents, spouse's parents, or grandparents of spouse), the Township will grant a three-day leave of absence with pay to the employee. In the event of a death of any other relative, the Township will grant a one-day leave of absence with pay to employee. If additional time is necessary in order to manage the affairs related to this death, the employee may utilize additional benefit time (i.e. sick, vacation, personal) up to a maximum of 5-days with explanation to be submitted to their respective Department Head.

Section 4. Chapter 33, Section 7 (Separation of employees) shall be amended to provide the following:

The following regulations shall apply to the separation of employee-employer relations between employees of the Township and the Township as employer:

A. Separation from the service of the Township may result from voluntary resignation of the employee, regular or disability retirement of the employee, the death of an employee, or the termination of the employee's services for cause by the Township Administrator.

B. Upon receipt of a written resignation from an employee received by the department head with a copy to the Township Administrator, at least two weeks prior to the resignation date, the employee shall be entitled to receive his or her regular pay through date of termination, together with accumulated vacation leave and accumulated sick leave if the employee has been employed by the Township for a minimum of five years. All unused time shall be pro-rated based on the employee's separation date.

C. In the case of separation from Township service by reason of retirement, if written notice of the employees intention to retire is received by the department head with a copy to the Township Administrator at least 30 days prior to the effective date of retirement, the employee shall be entitled to receive pay for accumulated vacation leave, longevity pay, and accumulated sick leave, subject to the applicable provisions of this article. All unused time shall be pro-rated based on the employee's separation date.

Section 5. Chapter 33, Section 12 (Insurance and other benefits) shall be amended to provide the following:

H. Employee option; health insurance. Commencing January 1, 1991, the Township Administrator is hereby authorized to institute a policy whereby a Township employee who is covered by other medical insurance coverage may at the employee's option determine not to participate in any or all health insurance coverage offered by the Township to its employees. Such a program may provide for the payment of additional compensation to the employee in consideration for the cost savings to the Township resulting from the employee's decision not to participate in such insurance programs. Such additional compensation shall not exceed the amount established from time to time by resolution of the Township Committee, and this benefit program shall be subject to reasonable terms and conditions which shall be established in the discretion of the Township Administrator.

J. Medical insurance for employees retired after January 1, 2007. Notwithstanding the provisions of Subsection **C** herein, the following benefits shall apply to employees who retire after January 1, 2007. For those employees retiring before that date, the provisions of Subsection **C** shall apply.

(1) Effective January 1, 2007, the Township will provide at its expense, medical insurance benefits to qualified retirees as hereinafter provided.

(2) To be qualified, an employee must be 55 years of age or older, with a minimum of 25 years of service in the public employees retirement system; or, 62 years of age or older with 15 years of service with the PERS.

(3) Medical insurance benefits provided shall be at least equal to those provided to active employees and shall include the spouse and dependent children under 23 years of age, except as set forth herein.

(4) The aforesaid insurance benefits will include surgical, major medical and hospitalization insurance coverage, but shall not include other forms of insurance, including but not limited to dental or vision. Any such ancillary or auxiliary coverages such as dental, vision, or other coverages may be purchased by retirees at rates as provided by the Township to the extent allowed by law and the Township's insurance carriers.

(5) The aforesaid benefits shall terminate upon a retiree reaching the age of eligibility for Medicare or Medicaid, whichever first occurs.

(6) Spouses and dependents will be covered only while the qualified employee is covered and only to the extent that they would be covered if the qualified employee was still an active employee. Once the qualified employee is no longer eligible, continued spouse and dependant coverage can only be provided by purchase of COBRA benefits.

(7) If the qualified employee, spouse or dependent receives major medical insurance benefits from another source, that person shall no longer be eligible for participation in this program.

(8) If a retired Township employee gains employment with another entity that offers health benefits, the retired employee (and their dependents) shall take those benefits and come off the Township's health insurance plan.

Section 6. All Ordinances, or parts thereof, inconsistent with the provisions of this Ordinance be and the same are hereby repealed to the extent of such inconsistency.

Section 7. Should any section, paragraph clause or any other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect or impair the remainder of this Ordinance.

Section 8. This Ordinance shall take effect upon its passage and publication according to law.

Introduced on: **November 22, 2016**

Adopted: **December 28, 2016**

Attest:

Roberta Lang
Township Clerk

Approve:

Ann Marie Conte
Wall Township Mayor