

Contract no. 1386

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COLLECTIVE BARGAINING AGREEMENT BETWEEN  
DUMONT PUBLIC WORKS EMPLOYEES AND THE BOROUGH OF DUMONT,  
A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY

Effective January 1, 1990 through December 31, 1992

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AGREEMENT

THIS AGREEMENT made this        day of        ,  
1990, by and between the BOROUGH OF DUMONT, a body politic and  
municipal corporation of the State of New Jersey, hereinafter  
referred to as "Employer" and the DUMONT PUBLIC WORKS EMPLOYEES,  
hereinafter referred to as the "Association".

WHEREAS, the Employer and the Association recognize that  
it will be to the benefit of both to promote mutual  
understanding and foster a harmonious relationship between the  
parties to the end that continuous and efficient service will be  
rendered to and by both parties.

NOW THEREFORE, it is agreed as follows:

1. EMPLOYEE'S BASIC RIGHTS

Pursuant to Chapter 303, Public Laws, 1968, the Employer  
hereby agrees that every eligible employee shall have the right  
freely to organize, join and support the Association and its  
affiliates for the purpose of engaging in collective  
negotiations and other concerted activities for mutual aid and  
protection. As a body exercising governmental power under the  
Law of the State of New Jersey, the Employer undertakes and  
agrees that it shall not directly or indirectly discourage or  
deprive or coerce any employee covered by this Agreement in the

enjoyment of any rights conferred by Chapter 303, Public Laws, 1968, or other Laws of New Jersey or the Constitution of New Jersey and of the United States; that it shall not discriminate against any such employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Employer or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, as prescribed by the Statutes of the State of New Jersey.

2. ASSOCIATION RECOGNITION

The Employer recognizes the Association as the exclusive representative for the purpose of collective negotiations with respect to all negotiable items of employment for all employees. The following DPW employees are specifically excluded from the provisions of this Agreement: Superintendent of Public Works, Foremen, Secretary of Clerical Staff, part time and per diem employees.

No employee shall be compelled to join the Association, but shall have the option to voluntarily join said Association.

The term "Employees" as used herein, shall be defined to include the plural as well as the singular, and to include females as well as males.

3. EXCLUSIVITY OF UNION REPRESENTATION

The Employer agrees that it will not enter into any contract or memorandum of agreement with anyone but the recognized Association with regard to the categories of personnel covered by this Agreement.

4. EXISTING LAW

The provisions of this Agreement shall be subject to and subordinate to, and shall not annul or modify existing applicable provisions of State or Federal Laws.

5. ASSOCIATION REPRESENTATIVES

The Employer recognizes the right of the Association to designate one (1) representative of their association for the enforcement of this Agreement. The Association shall furnish the Employer, in writing, the name of the representative and notify the Employer of any changes.

The authority of the representative so designated by the Association shall be limited to, and shall not exceed the following duties:

a) The presentation of grievances in accordance with the provisions of the collective bargaining agreement.

b) The transmission of such messages and information, which shall originate with, and are authorized by the Association or its officers.

c) In the event that an arbitrator demands that hearings be conducted during working hours, the designated Association representative will be granted time off with pay to attend said hearing.

d) The designated Association representative shall be granted time with pay during regular working hours, not to exceed ten hours per month to settle grievances for Association members.

#### 6. MAINTENANCE OF WORK OPERATIONS

Consistent with law and with the items of this Agreement, each of the parties hereto, agree that they will fulfill their obligations to one another and further agree that they shall not interfere with the operation of the Employer or the operation of the Associations respectively.

Nothing contained in the Agreement shall be construed to limit or restrict the Employer or the Association in their right

to seek and obtain such judicial relief or administrative relief as they may be entitled to have in law or equity for injunction or damages or both in the event of a breach by the Employer or its agents or by the Association or its agents.

The Employer agrees that it will not lock out its employees and the Association agrees that it will not authorize any strike.

7. PRESERVATION OF RIGHTS

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but not limiting the generality of the foregoing, the following rights:

a) To the executive management and administrative control of the Employer Government 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 conditions for continued employment or assignment and to promote and transfer employees;



c) To suspend, promote, demote, transfer, assign, reassign, discharge, or take any other disciplinary action for good and just cause according to law.

Nothing contained herein, shall be construed to deny or restrict the Employer of its rights, responsibilities and authority, under R.S. 11.40 and 40A, N.J.S.A. 34:3A-1, or any other national, state, county or other applicable laws.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the association representative before they are established.

8. DATA FOR FUTURE BARGAINING

The Employer agrees to make available to the Association all relevant data the Association may require to bargain collectively, providing the same is not of a confidential nature.

The relevant data noted above shall include, but shall not be limited to such items as salaries and benefits enjoyed by other Employer personnel, the cost of various insurance and other programs, information concerning overtime worked by employees, the total number of injuries on duty, the total

length of time lost as a result of injuries on duty and other data of a similar nature.

9. SALARIES

The base annual salaries shall be set forth in Appendix "A". Any monies due employees by virtue of this clause shall be paid as soon after the execution of this Agreement as practicable.

10. WORK DAY, WORK WEEK & OVERTIME

a) Each member shall work an eight (8) hour day, during which period fifteen (15) minute coffee break and a forty-five (45) minute lunch shall be provided.

b) Work in excess of forty (40) hours per week shall be overtime. Employees shall be compensated for overtime worked at a rate of time and one-half.

c) Overtime shall be equally distributed among employees and their respective departments as is reasonably practicable among those capable of performing the work to be done.

Assignment of overtime shall be subject to the Superintendent's discretion.

d) All unit members must be working, or notified that work is available, and such available work refused before any

additional outside help is summoned or hired to operate Employer equipment.

e) In the event of a job action by the members of the Association, the Employer shall have the right to replace DPW employees with outside personnel.

f) The Employer will not require the employees to "punch a time clock" during the term of this Agreement, but reserves the right to reintroduce the time clock thereafter.

g) If employees are required to work after midnight during a snow storm or other emergency, then for each hour worked after midnight, such employees will report to work one (1) hour later than they are regularly scheduled to start work. However, the stand by crew from the previous week and the stand by crew from the next week shall report to work at the regularly scheduled starting time.

#### 11. HOURLY RATE

To compute the base hourly rate of an employee, his annual base salary shall be divided by 2,080 hours.

#### 12. STANDBY TIME

Standby time shall be defined as being available for any emergency, which may arise over and beyond the employee's normal

eight (8) hour daily work schedule.

A list of those employees to be assigned to standby duty for each weekend and holiday of the year shall be posted within five (5) days from the date thereof and thereafter, not later than ten (10) days prior to January 1st of each year until a new agreement has been negotiated. The Borough may change each assignments when reasonably necessary due to employee termination, hiring, promotions, illness or other capacity.

In the event a designated employee is unable, for any reason, including vacation time, to be on standby, he shall secure a qualified replacement and shall submit written confirmation of such replacement or substitution to his immediate superior within a reasonable time prior to the commencement of such standby duty. The replacement or substitution shall be subject to the approval of the Superintendent. Reasonable time shall be considered to be 48 hours.

Each employee designated for standby duty shall be compensated for standby (i.e. on-call) time in the sum of Thirty Seven Dollars and Fifty Cents (\$37.50) per weekend day or Seventy Five Dollars (\$75.00) per two-day weekend. If the

weekend is a three day weekend, a standby pay shall be One Hundred and Twelve Dollars and Fifty Cents (\$112.50). On a four day weekend (Thanksgiving Day), the standby pay shall be One Hundred Fifty Dollars (\$150.00) for 1990 and 1991. In 1992 standby time shall increase to \$40.00 per day.

13. RECALL

Any employee who is called back to work after his regular eight (8) hours of work will be compensated at time and one-half with a minimum guarantee of two (2) hours worked or pay in lieu thereof.

The parties agree that when an employee is injured while traveling in response to or as a result of a recall and he sustains an injury during such period, the said injury shall be considered as an injury on duty for all purposes under this Agreement.

14. LONGEVITY

Each employee of the Department of Public Works of the Borough of Dumont employed at the time of the signing of this agreement, may be entitled to receive a longevity payment of up to two (2) percent of his salary after each four years of continuous service, up to a maximum of twelve (12%) percent.

No employee hired after 1/1/90 will be entitled to longevity. It is the understanding of the parties that longevity is to be eliminated for all new employees.

15. CLOTHING ALLOWANCE

Each employee shall receive, during the terms of this Agreement the following clothing:

a) Every two years, each employee shall receive five (5) sets of shirts and pants and two (2) winter jackets and one (1) light weight jacket.

b) In January, on an annual basis, each employee shall receive \$180.00 which is to be used to purchase two (2) pairs of work shoes.

c) The Borough shall supply (2) pairs of gloves, foul weather gear and safety rubber boots as needed.

d) Adjustments in the items to be provided pursuant to sections 15a and 15b may be made with the approval of the DPW Superintendent and the employees.

e) The present practice of laundry service for the cleaning of uniforms shall be maintained unless the Borough undertakes a purchase program.

If the Employer decides to change uniform or any part of the uniform, it shall provide any such changed items at no cost to the employees.

An employee's uniform or personal equipment which are required by him in his capacity as a member of the Department of Public Works, which may be damaged during the course of his employment, will be replaced at the expense of the Employer, except where such damage is caused by the negligence of the employee. The replacement of clothing and personal equipment shall be subject to the approval of the Department of Public Works Superintendent.

Any such payments made under this section shall be in addition to the employee's annual clothing allowance referred to in this Agreement, and shall be made to the employee within thirty (30) days from the reporting of the loss by the employee.

All clothing which the Employer is obligated to provide shall be distributed to the employees during the month of June.

16. VACATIONS

The vacation program and allowance annexed hereto, as Appendix "B", shall be maintained during the term of this Agreement.

When in any calendar year, the vacation or any part thereof is not granted, such vacation time shall accumulate and shall be granted during the next succeeding year only, or, by mutual agreement of the employer and the employee, may be

compensated by money payment thereof.

If an employee is on vacation and becomes sufficiently ill so as to require in-patient hospitalization, he may have such period of illness and post hospital recuperation period charged against available sick leave at his option upon proof of hospitalization and a physician's certificate.

If an official holiday occurs during an employee's authorized vacation, he will be entitled to an additional vacation day in lieu of the holiday.

Vacations shall be selected on a rotating seniority basis. The Employer will provide each employee with a written statement of accrued vacation time no later than each January 31.

17. HOLIDAYS

All employees will be entitled to and will receive fourteen (14) holidays per year which, if worked, entitle the employee to the approximate pay for each such holiday.

The holidays noted herein, shall be as set forth in Appendix "C".

In addition to the regular paid holidays heretofore set forth, the employees covered under this Agreement shall be



entitled to such other holidays as may be declared from time to time by the governing body for any other Employer employees, to be taken at a time mutually convenient to the parties. This is not to be construed to cover snow days or the closings of the municipal building caused by unusual circumstances.

18. PERSONAL LEAVE

a) In an effort to prevent undue hardship to employees who must be absent from work to attend urgent personal business, for three (3) days for the year 1990, and four (4) days for the year 1991, and five (5) days for the year 1992, personal leave without deduction in salary will be provided for each employee in the DPW association. Such leave shall not be cumulative.

b) The intent of the Borough is that these days be used for urgent personal business which cannot be attended to conveniently on a day or time other than a work day. These days are not to be considered an extension of time or used for sick leave purposes.

c) Two requests for leave as established in Sections "a" and "b" shall be submitted to the superintendent of public works at least forty-eight (48) hours in advance. Said requests shall state the reason or reasons for leave.

d) The Superintendent of Public Works shall approve or deny the request for leave.

e) In no event shall personal leave be taken immediately prior to or subsequent to a holiday or vacation unless:

1. In extenuating situations a leave may be granted by the Superintendent, however, denial of this leave shall not be grievable.

f) Any undue hardship caused by circumstances beyond the control of the employee, and not covered by this article may be reviewed by the Superintendent upon the request of the employee. The Superintendent may grant an adjustment of leave beyond the terms of this article.

19. SICK LEAVE AND TERMINAL LEAVE \*

A. All permanent full-time employees covered by this Agreement shall be granted sick leave with pay as noted in Appendix "D".

B. Sick leave not taken shall accumulate from year to year with a maximum of one hundred and sixty (160) days in the aggregate. Upon retirement or disability, in addition to any other benefits herein, an employee shall be compensated for his accumulated sick days at his then existing rate of pay.

C. Payment of accumulated sick days shall be done on a

scheduled basis similar to normal pay roll procedure. Payment shall not be made in one lump sum.

D. The Employer will provide each employee with a written statement of accrued sick leave no later than each January 31.

\*"Sick Leave is hereby defined to mean the absence from his or her post of duty caused by personal disability due to illness or because she/he has been excluded from work by Borough medical authorities on account of contagious disease."

20. PERFORMANCE OF LEGAL RESPONSIBILITIES

Leave for the performance of a civic duty in serving as a juror in any Court shall be granted provided a letter confirming the jury service is provided to the Superintendent. The employee shall be compensated for said jury service at a rate equal to his normal pay minus any payment received for said service.

21. WORK INCURRED INJURY

Where an employee covered under this Agreement suffers a work connected injury or disability, the Employer shall continue the employee at full pay, during the continuance of such employee's inability to work or disability for a period of up to thirty (30) working days. During this period of time, all temporary disability benefits accruing under the provisions of the Worker's Compensation Act shall be paid over to the Employer.

The Employee shall be required to present evidence by a certificate of a responsible physician that he is unable to work and, the Mayor and Council, may reasonably require the said employee to present such certificate from time to time. In the event the employee contends that he is entitled to a period of disability beyond the period established by the treating physician, or a physician employed by the Employer or by it's

insurance carrier, then, and in that event, the burden shall be upon the employee to establish such additional period of disability by obtaining a judgment in the Division of Worker's Compensation establishing such further period of disability and such findings by the Division of Worker's compensation, or by the final decision of the last review court, shall be binding upon the parties.

For the purpose of this Article, injury or illness incurred while the employee is attending a sanctioned training program shall be considered in the line of duty.

In the event a dispute arises as to whether an absence shall be computed or designated as sick leave or as an injury on duty, the parties agree to be bound by the decision of an appropriate Worker's Compensation judgment, or if there is an appeal therefrom, the final decision of the last reviewing court.

An injury on duty requiring time off for treatment, recuperation or rehabilitation, shall not be construed as sick leave or a sick leave occasion under the terms of the sick leave policy heretofore agreed upon between the parties.

## 22. BEREAVEMENT LEAVE

Each full-time employee shall receive three (3) days with pay for death in the immediate family, members being; wife,

husband, child, father, mother, sister, brother, grandparents of employees or their spouse and such other relations as be approved by the Superintendent. Said days to be taken, at time of occurrence; and said days shall not affect employee's vacation or sick leave. The Superintendent may grant additional bereavement days for special circumstances.

24. LEAVE OF ABSENCE

All permanent full-time employees covered by this Agreement may be granted a leave of absence without pay, for a period not to exceed ninety (90) working days.

The employee shall submit, in writing, all facts bearing the request to his Supervisor who may append his recommendations and forward the request to the Borough Council. The Borough Council may consider each case on its merits and without establishing a precedent.

The leave may be subject to renewal for reasons of personal illness, disability, or other reasons deemed proper and approved by the Employer. Normally, it will be granted only when the employee has used his accumulated sick and vacation leave, in the case of illness or vacation leave, if leave without pay is requested for reasons other than illness.

At the expiration of such leave, the employee shall return to the same position he held before the leave of absence

was granted. He will return to the same rate of pay and benefits which he enjoyed before the granting of the said leave.

The Employer reserves the right to hire temporary employees to replace those employees on a leave of absence.

24. MEDICAL COVERAGE

The Employer will provide and pay for Blue Cross, Blue Shield, Rider J and Major Medical Insurance for employees covered by this Agreement and their families, of the same type and the same amounts of coverage as presently exists.

All increases in premium during the term of this Agreement shall be borne entirely by the Employer. The present practice with regard to payment of these insurance premiums for returned employees shall be maintained.

25. POSTING

All new and vacant positions shall be posted on the Association bulletin board for a period of one (1) week.

26. BULLETIN BOARD

The Employer will supply one bulletin board for the use of the Association to be placed in a conspicuous location.

The bulletin board shall be for the use of the Association for the posting of notices and bulletins pertaining to the Association.

No matter may be posted without receiving permission of

the officially designated Association representative. Any bulletins deemed detrimental to operations may be rejected for posting, however permission for posting shall not be unreasonably withheld.

27. PERSONNEL FILES

a) A separate personal history file shall be established and maintained for each employee covered by this Agreement. Personal history files are confidential records and shall be maintained in the office of the Borough Clerk/Administrator or other offices designated by the Mayor and Council.

b) An employee may by appointment, review his personnel file.

c) Whenever a written complaint concerning an employee is to be placed in the employee's personnel file, a copy shall be made available to the employee. Said employee shall have the right to comment in writing concerning the complaint, have the comment attached to the complaint, and have same placed in the personnel file.

All personal history files will be carefully maintained and safeguarded permanently. Nothing placed in any file shall be removed therefrom.



28. MILITARY LEAVE

Military leave for employees training or serving with the National Guard or the Armed Forces of the United States will be granted in accordance with the laws applying to such cases.

29. PENSION

The Employer shall provide pension and retirement benefits to employees covered by this Agreement pursuant to the provisions of the Statutes and Laws of the State of New Jersey, more particularly, N.J.S.A. 43:1, et. seq.

30. GRIEVANCE PROCEDURE

The purpose of this procedure is to secure, at the lowest possible level, an expeditious and equitable resolution to the problems which may arise affecting the terms and conditions of this Agreement.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Borough, and having the grievance adjusted without the intervention of the Association.

The term "Grievance" as used herein means any controversy arising over the interpretation, inequitable application or violation of any of the provisions of this Agreement. Where applicable, the parties encourage informal settlement of the issues through discussion with the immediate supervisors.

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

a) Step One - In the event that any employee covered by this Agreement has a grievance, within five (5) working days of the occurrence of the event being grieved the employee shall discuss it informally with his Superintendent. The Superintendent shall decide the grievance within five (5) working days after the grievance is first presented to him.

b) Step Two - If no satisfactory resolution of the grievance is reached at step one, then within five (5) working days, the grievance shall be presented, in writing to the Borough's DPW Committee. This committee shall render a decision within fifteen (15) days after the grievance was first presented to the committee.

c) Step Three - If no satisfactory resolution of the grievance is reached at Step Two, then within five (5) working days, the grievance shall be presented in writing to the Mayor and Council. The Mayor and Council shall render a decision within fifteen (15) days after the grievance was first presented

to them.

d) Arbitration

(1) If no satisfactory resolution of the grievance is reached at Step Three, then within five (5) working days the grievance shall be referred to the Public Employment Relations Commission for the selection of an arbitrator to decide the issue or issues. The decision of the arbitrator shall be final and binding upon the parties. The cost of arbitration shall be shared equally between the parties.

(2) The arbitrator shall have no authority to add to, or subtract from, the Agreement when interpreting the same.

31. DISCIPLINE

An employee may be appropriately disciplined for violation of established rules and regulations. An employee may be discharged for good and just cause, all subject to, and pursuant to applicable State law.

In the event of any dissatisfaction with disciplinary matters, the employee shall follow the normal grievance procedure.

32. SAVINGS CLAUSE

It is understood and agreed that if any portion of this

Agreement or the application of this Agreement to any person or circumstances shall be invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

If any such provisions are so invalid, the Employer and the Association will meet for the purpose of negotiating changes made necessary by applicable law.

33. MISCELLANEOUS

In the event any employee who is a member of this Association is also a member of any municipal voluntary organization (e.g. Ambulance Corp., Fire Department, etc.) and is unable to report to work at his scheduled time (or is unable to report at all) because of his duties as a volunteer, he shall notify his immediate superior as soon as he is reasonably able to do so. No such member shall be penalized in any manner as a result of his volunteer status, he shall be paid for such lost time as though he had reported to work, and in fact, did work his scheduled shift. It is understood that such volunteer shall report to work as soon as his volunteer duty has been completed unless he is physically unable to do so as a result of such duty. The Department Head shall be entitled to demand

reasonable proof of such emergency volunteer duty and the duration thereof.

34. SAFETY AND HEALTH

The Employer shall at all times, maintain existing working conditions to insure maximum safety for all employees and shall provide employees with appropriate equipment and devices toward that end.

35. SENIORITY

Traditional principles of seniority shall apply to employees covered by this Agreement. Such principles shall apply to layoff, recall, transfer, and any other similar acts. Seniority is defined to mean the accumulated length of continuous service with the Department. Time in service by date of appointment shall apply. An employee's length of service shall not be reduced by time lost due to an absence from his employment as a result of a bona fide illness or injury certified by a physician appointed by the Borough. Said provisions shall apply for a period not to exceed one (1) year.

36. HEALTH BENEFITS AND INSURANCE

The Borough agrees to provide, without cost to the Employees the following:

1. The Public Employees Health Benefits Program, administered through the New Jersey Division of Pensions, or its equivalent, under individual or family plan, whichever is applicable to the employee.

Carrier will be chosen by the Borough.

2. The Borough will provide the funds necessary to implement full dental plan coverage, including orthodontics, under individual or family plan, whichever is applicable to the employee effective

Carrier will be chosen by the Borough.

37. TERM OF AGREEMENT

The term of this Agreement shall be from January 1, 1990, through December 31, 1992.

IN WITNESS WHEREOF, the parties hereto, have entered their hands and seals this 13 day of MARCH, 1990.

WITNESS:

Elizabeth Schuler

BOROUGH OF DUMONT

[Signature] 3-17-90

WITNESS:

[Signature]

DUMONT EMPLOYEES ASSOCIATION

Roderick J. Conroy  
[Signature]

APPENDIX "A"

Beginning on January 1, 1990, association employees are to receive a 7 percent increase on their annual salary. Beginning on January 1, 1991, all association employees are to receive a 7 percent increase on their annual salary and beginning January 1, 1992, association employees are to receive a 7% increase on their annual salary.

As to new employees base, shall be a base pay, set at \$17,000.00. After 6 months, \$17,500.00.

As to step guide, at the completion of one full year of service, \$589.00 is to be added to the base salary of each employee.

At the end of two full years of service, \$589.00 is to be added to the base salary.

At the end of three full years of service, \$589.00 is to be added to the base salary.

Salary increases shall not be paid until one full year of service. Said payments will then be made on the anniversary date for each respective employee.

APPENDIX "B"

VACATIONS

<u>PERIOD OF EMPLOYMENT</u>	<u>VACATIONS WITH PAY</u>
Less than six (6) months	None
Six (6) months to one (1) year	5 working days
One (1) year to five (5) years	10 working days
Five (5) years to fifteen (15) years	15 working days
Fifteen (15) years to twenty (20) years	20 working days
More than twenty (20) years	25 working days

Eligibility for vacation shall be computed as of the first day of the month in which the employee was hired.

An employee entitled to vacation pay must request and be granted such pay prior to taking the same provided such employee shall give at least two (2) weeks notice to the Borough Clerk prior to the pay period preceding said vacations.



APPENDIX "C"

HOLIDAYS

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day

Armistice Day

Thanksgiving Day and the Day after

Christmas Day

APPENDIX "D"

Sick leave with pay is defined to mean a necessary absence from duty due to illness or injury. Each employee is entitled to sick leave as follows:

<u>PERIOD OF EMPLOYMENT</u>	<u>SICK LEAVE WITH PAY</u>
Up to six months	0 sick leave
6 months to 1 year	1 working day/month of employment
No less than 1 year to 5 years	10 working days
No less than 5 years to 10 years	15 working days
No less than 10 years to 15 years	20 working days
15 or more years	25 working days