



# *Town of Kearny*

General Agreement  
Between

Town of Kearny  
And  
The Association of Department Heads & Assistant Department Head Inc,

January 01, 2001 to December 31, 2003

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AGREEMENT made this 1st day of January 2001, by and between the **Town of Kearny (Employer)**, and the **Association of Department Heads and Assistant Department Heads Inc.(Union)**.

WHEREAS, the parties hereto have carried on collective bargaining negotiations for the purpose of developing and concluding a general agreement covering wages, hours of work and other conditions of employment;

WHEREAS, The **Association** represents the various town officials employed by the **Town of Kearny, and;**

WHEREAS, the parties desire to enter and agreement for the years 2001-2003;

NOW, THEREFORE, it is agreed as follows:

## **Article I - Recognition and Scope of Agreement**

**Section 1:** The employer hereby recognizes the Association as the sole and exclusive representative of all the employees in the bargaining unit (as defined in Article I, Section 2 herein) for the purposes of collective bargaining and all activities and processes relative thereto.

**Section 2:** The bargaining unit shall consist of the following job titles: Tax Collector, Assistant Tax Collector, Tax Assessor, Assistant Tax Assessor, Assistant Building Superintendent, Construction Code Department Officials (consisting of: Building Subcode Official, Plumbing Subcode Official, Fire Subcode Official, Electrical Subcode Official and Inspectors), Assistant Health Officer, Assistant Superintendent Public Works, Superintendent Recreation, Superintendent Shade Tree, Assistant Superintendent Water, Municipal Court Administer, Municipal Deputy Court Administer, and Librarian. For the purpose of this agreement, job titles, which are part time positions are not entitled to any of the benefits described herein except for those outlined in Section VII -Wages.

**Section 3:** This agreement shall govern all wages, hours and other conditions of employment herein set forth.

**Section 4:** This agreement shall be binding upon the parties hereto and their successors.

## **Article II - Collective Bargaining Procedure**

**Section 1:** The duly authorized bargaining agent of the parties shall conduct collective bargaining with respect to rates of pay, hours of work or other conditions of employment.

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

**Section 3:** Employees of the Employer who may be designated by the Association to participate in collective bargaining meeting between the parties for the purpose of the negotiation of a collective bargaining agreement will be excused from their work assignments,

**Section 4:** Ordinarily not more than three (3) additional representatives of each party shall participate in collective bargaining meetings.

### **Article III - Conducting Association Business on Employer's Time**

**Section 1:** The Employer shall permit members of the Association Grievance Committee (not to exceed 3) to conduct the business of the committee during the duty hours of the members without loss of pay provided the conduct of said business shall not diminish the effectiveness of a department or require the recall of off-duty employees to bring the department to its proper effectiveness. The business of the Grievance Committee consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth in Article XIX herein.

**Section 2:** The Employer shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during the duty hours of the members. However, only two members of the Committee shall be permitted to attend such meeting without loss of pay and then only for a period of three meetings each.

### **Article IV - Discrimination and Coercion**

There shall be no discrimination, interference or coercion by the Employer, or any of its agents, against employees represented by the Association because of the membership or activity in the Association. The Association shall not intimidate or coerce employees into membership. Neither the Employer nor the Association shall discriminate against any employee because of race, creed, color, sex or national origin.

### **Article V - Pay Treatment for extended Illness**

**Section 1:** Employees shall be entitled to sick leave with pay during periods of disability due to illness, injury or recuperation there from for periods as hereinafter set forth.

**Section 2:** During the first calendar year of service after permanent employment, each employee shall be entitled to one working day of sick leave for each month of service.

**Section 3:** For each subsequent calendar year of employment, i.e. from January 1<sup>st</sup> to December 31<sup>st</sup> of each year, each employee shall be entitled to 16 working days of sick leave for each year.

**Section 4:** Unused sick leave shall accumulate from year to year, and each employee shall be entitled to such accumulated sick leave with pay if and when needed.

**Section 5:** In the event of an absence due to injury resulting from or arising from employment, employees shall be entitled to temporary disability at the statutory rate without utilizing accumulated sick leave, provided, however, that for any such injury, the employee shall be entitled to full pay for the first 6 weeks of such absence without charge against accumulated sick leave.

**Section 6:** Each employee shall be entitled upon death or retirement from employment with the Town of Kearny, to payment for unused accumulated sick leave, up to a maximum of

one hundred and twenty (120) days at the prevailing wage rate in effect at the time of said death or retirement, provided such payment is legal under laws of the State of New Jersey.

**Section 7:** No employee shall suffer the loss of any vacation time or sick leave by reason of same falling during any probationary period, provided that said employee passes the probationary period, and is made a permanent employee. Any sick time or vacation time taken during the probationary period by an employee who subsequently successfully completes the probationary period and becomes permanent, shall be debited to that employee in accordance with the terms of this contract governing vacations and sick leave. If during the probationary period an employee suffers loss of pay as a result of absences which otherwise would be chargeable to sick time or vacation time, then upon successful completion of the probationary period, the employee may require the employer to reimburse him/her for such loss of pay and to debit the employee proportionately in accordance with the terms of this contract governing vacation and sick leave. In calculating service with the municipality for purposes of vacations, sick leave, longevity or any other benefits due to employees, employment shall include any time served during a probationary period.

**Section 8:** Effective January 1, and annually thereafter, during the term of the contract, the employer and the Association agree to an incentive plan for sick leave, whereby all employees who do not use a certain part of their annual allotted sixteen (16) sick days shall receive a one time bonus payment as follows:

Unused Sick Days	Amount for unused days
0	\$100.00
1	\$ 80.00
2	\$ 60.00
3	\$ 40.00
4	\$ 20.00

Use more than 4 days in one calendar year, will receive no payment. The parties agree that this one-time annual bonus, if payable, shall be made no later than June 1<sup>st</sup> in the years following the year in which it is earned. It is further understood and agreed that this incentive plan shall not diminish any other rights in the agreement between the parties hereto.

It is understood and agreed that this bonus is being paid based upon a one hundred percent (100%) attendance record. In the event any employee is injured and /or sick and accordingly does not use their annual allotted sick leave, for example Article V, paragraph 5 hereof, such absence will disqualify the employee from receiving any additional payments under the incentive plan for sick leave set out herein,

**Article VI - Association Security**

**Section 1:** Insofar as permitted by law, the Employer agrees to deduct from the pay of all employees covered by this agreement, initiation fees, dues and assessments as required by the Association and other Association rules and regulations duly enacted. All such

deductions shall be paid over the properly designated Association official monthly on a regular basis.

**Section 2: Representation Fee.**

- a) Purpose of Fee - If an employee does not become a member of the Association during any membership year (January 1<sup>st</sup> to December 31<sup>st</sup>), which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of service rendered by the Association as majority representative. Once during each membership year, covered in whole or part by this agreement, the Association will submit to the Town a list of those employees who have not become members of the Association for the then current membership year.
- b) Notification - Prior to the beginning of each membership year, the Association will notify the Town in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year.
- c) Certification - The Association will certify to the Town before the start of each membership year that amount of the representation fee to be assessed does not exceed 85% of unified dues, fees and assessments.
- d) Demand and Return — The Association agrees that it will, in conformity with the applicable laws, establish a demand and return system for all employees and will present appropriate evidence of the existence of such system to the Town.
- e) The Association shall indemnify and hold the Town harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Town in conformance with this Article.
- f) Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association, will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues.

**Article VII - Wages**

**Section 1:** The Employer does hereby agree that it shall review the current job titles and salaries paid to all members of the Association. The Employer further agrees that after it has finished said review, and in any event on or before March 31, 2002, it shall meet with the negotiating unit of the Union to review the job titles and annual salary payments. Any adjustments shall be retroactive to January 1, 2002. It is understood and agreed by and between the parties that the Employer shall be under no commitment or requirement to change any job title of salary payments made.

**Section 2:** The within agreement is subject to ratification by the Mayor and Council of the Town of Kearny and the foil membership *of* the Association.

## **Article VIII-Hours**

**Section 1:** Except as modified by Article X, Section 5, and the workweek shall consist of five consecutive workdays from Monday to Friday or as currently constituted.

**Section 2:** The workday shall be as currently constituted.

**Section 3:** None of the foregoing hours or days shall be changed except as agreed upon by the parties.

**Section 4:** All new employees hired after July 1,1993 shall work a minimum of 8-hour day for any position in which current employees work 8 hours per day or less. The salary for these positions shall be as stipulated for the applicable title as stated in the most current salary ordinance. Overtime for these positions for new employees shall be paid after 35 hours per week.

## **Article IX - Education Benefits**

The Employer agrees to pay the cost of education benefits for educational courses taken by employees which constitute a benefit to and which are related to the employee's employment activities, subject **to the prior approval of the employer which shall not be unreasonably withheld** and the following limitations:

- a) Courses taken must be at an accredited college or University; **attendance must occur outside of work hours, however, the Town Administrator has discretion to allow shift change to attend class.**
- b) Payment will be made to a maximum of \$125.00 per credit
- c) Payment for the cost of books shall not exceed \$200.00 per year.
- d) Payment shall be made in the form of reimbursement to the employee at a rate of fifty percent (50%) per year of said reimbursable costs hereinabove defined so that one hundred (100%) is paid over two years.
- e) The employer shall deduct from said reimbursable costs, any Federal grant-in-aid funds that may have been received by the employee but Federal grant-in-aid funds shall not include Veteran's benefits.

## **Article X - Overtime**

**Section 1:** The Employer agrees that overtime pay consisting of time and one -half shall be paid to all employees covered by this agreement for hours worked in excess of the regular workday as currently constituted, except as hereinafter set forth and only when such working of overtime is authorized by the department head. There will be no overtime for Department Heads.

**Section 2:** In the event an employee is required to work more than ten (10) consecutive hours overtime after having worked his regular work day, he shall be paid for the said



ten (10) hours at the rate time and one-half as set forth above. However, if the said employee is required to work more than eighteen (18) hours consecutively he shall be paid for all or any part of the next; six (6) hours at the rate of double time for such hours. In no case shall an employee be required to work more than twenty-four (24) consecutive hour period, he shall be excused from work on his next regular work day without loss of pay for that day.

**Section 3:** Work performed on Saturday or Sunday or on the 6<sup>th</sup> and/or 7<sup>th</sup> consecutive day of workweek shall be paid at time and one-half

**Section 4:** Time and one-half shall be paid for all holidays worked in addition to holiday.

**Section 5:** Employees recalled to duty on a weekday at a time other than during their regular tours of duty shall be paid a minimum of three (3) hours pay irrespective of time actually worked at the applicable overtime rate of pay set forth in this agreement.

**Section 6:** Payment for overtime work shall be made within two (2) pay periods after such overtime work is performed.

## **Article XI - Vacation**

**Section 1:** Permanent and probationary employees covered by this agreement shall be granted vacations in accordance with the following schedule:

- a) Newly appointed employees shall receive one (1) working day vacation for each month of service during the first calendar year of employment.
- b) Beginning with the second calendar year and through the fifth calendar year of employment, employees shall receive fourteen (14) working days vacation.
- c) Beginning with the sixth calendar year and through the tenth calendar year of employment, employees shall receive seventeen (17) working days vacation.
- d) Beginning with the 11<sup>th</sup> calendar year and through the fourteenth calendar year of employment, employees shall receive twenty-one (21) working days vacation.
- e) Beginning with the fifteenth calendar year of employment, employees shall receive twenty-five (25) working days vacation during that year and during each year of employment thereafter.
- f) The term calendar year was used herein shall mean that with exception of newly appointed employees, who shall receive vacation days outlined in clause (2) above, each employee's vacation increment shall become effective on January 1 of the year in which his anniversary falls.

**Section 2:** In order not to interfere with the proper and efficient operations of the Employer, it is agreed that the scheduling of vacations must be left to the discretion of the Employer, but such discretion shall not be arbitrarily exercised and seniority shall be a governing factor.

**Section 3:** An employee's vacation pay shall be the same amount he/she would have received had he worked his regular schedule.

## Article XII - Death in the Family

The employer agrees that employees covered by this contract shall be permitted bereavement leave with pay not to exceed 4 working days beginning with the date of the death of a spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents of the employee or spouse, sister-in-law, brother-in-law, grandchildren or any member of the employee's household.

## Article XIII- Holidays

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving Day
July 4 <sup>th</sup> (Independence Day)	Christmas Day
Martin Luther King's Birthday	

**Section 2:** Each employee may observe their birthday by not working on such day after having giving seventy-two (72) hours notice and in such case shall be paid for such day at his/her regular rate of pay.

**Section 3:** Employees shall receive pay for all said holidays regardless of the day upon which said holiday falls so that holidays falling on Saturday will be celebrated on Friday and holidays falling on Sunday will be celebrated on the following Monday.

**Section 4:** All employees shall receive the day after Thanksgiving as a holiday with pay, plus two additional holidays to be designated by the Mayor.

## Article XIV - Health Benefits and Insurance

**Section 1:** The Employer agrees to provide, at no cost to the employee, the current level of health benefits to all employees and their dependents. Specifically, the employer agrees to provide, at no cost to the employee, full membership in the New Jersey Health Benefits Program which currently provides a level of benefits known as the Traditional Plan (with an option for equivalent level P.P.O. Plan or a choice of Two H.M.O. plans) which is a comprehensive health plan including hospitalization, major medical and major surgical coverage, for all employees and their dependents as defined under the respective policies of insurance. In additional to the foregoing, the Town agrees to provide all other medical benefits and upgrades currently afforded Civil Service Council #11.

**Section 2:** The Employer farther agrees to provide, at no cost, to all retired employees who have been prior to retirement, employees covered by this agreement, the current level of health benefits. Specifically, the Employer agrees to provide, at no cost to the retired employee, full membership in the New Jersey Health Benefits Program which

currently provides a level of benefits know as the Traditional Plan (with an option for equivalent level P.P.O. Plan or a choice of Two H.M.O. plans) which is a comprehensive health plan including hospitalization, major medical and major surgical coverage.

**According to the Resolution adopted by the Mayor and Council on May 22,1974, the Town agrees to provide, at no cost, to all retired employees who have been, prior to retirement, employees covered by this agreement and their dependents, full Blue Cross/Blue Shield coverage, Including Rider "J" and major medical insurance that is provided regular employees. It is understood by both parties that the current level of benefits, provide through the State Health Benefits Plan, satisfies the requirements of the remaining language in Section 1 and 2 of Article XIV.**

**Section 3:** The Employer agrees to provide, at no expense to the employee, a Five Thousand Dollar (\$5,000.00) life insurance policy for all employees covered by this agreement. The Employer agrees to provide, at no expense to retired employee, a Five Thousand Dollar (\$5,000.00) life insurance policy for all retired employees.

**Section 4:** The Employer agrees to pay full cost of Medicare premiums and charges as authorized by Chapter III of the Public Laws of 1973 and as required by Resolution of the Council passed on May 22, 1974.

Section 5: The Dental Plan in effect as of January 1, 1979, shall be continued, except that it shall be improved as of January 1,1983 so that the deductible is \$25.00 and the plan is an 80/20 plan. Retired employees are permitted to join the Town's Dental Plan at the retiree's sole cost and expense,

**Section 6:** The Town at its cost shall provide to all employees and their dependents a Prescription Drug Plan.

Each prescription and renewal shall be paid for by the Town of Kearny subject to a co-payment by the employee, which shall not exceed \$5.00 co-payment for brand name drugs and \$1.00 co-pay for generic drugs, per prescription or renewal.

**Section 7:** The Town further agrees to provide, at no cost, to all qualified retired employees under State Statute who have been prior to their retirement, employees covered by this agreement, a Prescription Drug Plan. Each prescription and renewal shall be paid for by the Town subject to a co-payment by retired employees, which shall not exceed \$5.00 co-payment for brand name drugs and \$1.00 co-pay for generic drugs, per prescription or renewal.

**7.a:** The Town will reimburse directly to the retired employee any co-payment in excess of the \$5.00 and \$1.00 co-pay plan upon the submission of valid receipts.

Section 8: Short Term Disability Plan- Effective January 1, 1994, members shall receive a disability plan which begins after 30 days and then covers the member for a maximum period of six (6) months. The current payment shall be at two-thirds (2/3) of

the members regular salary or a maximum of \$304.00 per week. The maximum will be adjusted yearly starting in 1994 in accordance with the annual salary increase.

#### **Article XV - Insurance and Automobile Costs**

**Section 1:** The Employer agrees to provide liability insurance coverage in an adequate sum covering the employees who are covered by this agreement during the performance of their duties.

**Section 2:** The Employer agrees to pay the sum of fifty (\$50.00) per month to those employees who are required by the superior to use their private automobile to carry on their regularly assigned duties.

**Section 3:** The Employer agrees to provide collision coverage either through a separately obtained insurance policy or by acting as a self insurer in an amount not to exceed Two Thousand Five Hundred dollars (\$2,500.00) which shall be used to indemnify employees covered by Section 2 hereof for property damage provided:

- a) The said employee is not the sole cause of the accident.
- b) The said employee was not at the time of the accident under the influence of narcotics or alcohol.
- c) The said employee was specifically authorized to use his vehicle by his superior to carry on his/her assigned duties.

#### **Article XVI - Pensions**

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.

#### **Article XVII - Vacancies**

**Section 1:** When the Employer determines that a vacancy exists in a department, such vacancy shall be filled within sixty (60) days provided there exists a Civil Service list for the vacancy that contains a list of three (3) or more candidates for the vacancy.

**Section 2:** If at the time of the vacancy no Civil Service list as defined in Section 1 is available, the Employer shall request a list from the Commission within thirty (30) days after such list becomes available.

#### **Article XVIII - Discharge and Suspension**

No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration".

## **Article XIX - Grievance Procedure**

**Section 1:** A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

**Section 2:** The complaints may be initiated by an individual employee to the Department Head or Council Chairperson. If the complaint is not adjusted satisfactorily at this stage and the employee wishes to enter a grievance, it shall be presented by the authorized Association representative.

**Section 3:** When the Association wishes to present a grievance for Itself or for an employee or groups of employees for settlement, such grievance shall be presented as follows:

**Step 1:** The President of the Association or his duly authorized and designated representative shall present discuss the grievance or grievances orally with the Department Head or Council Chairperson. The Head of the Department shall answer the grievance orally within five (5) days. **All Grievances must be filed no later than 30 days after discovery of the infraction.**

**Step 2:** If the grievance is not resolved at Step 1 or if the Association within the time set forth in Step 1 has received no answer, the Association shall present the grievance within ten (10) days in writing to the appropriate Town Council Committee. This presentation shall set forth the position of the Association, and at the request of either party, discussions may ensue. The appropriate Town Council Committee shall answer the grievance in writing within ten (10) days after receipt of the grievance setting forth the position of the Employer.

**Step 3:** If the grievance is not resolved in Step 2, or the Association within the time set forth in Step 2 has received no answer, the grievance may be presented in writing to the Mayor and Council. The Mayor and Council shall give the final decision of the Mayor and Council to the Association in writing within fourteen (14) days after the receipt of the grievance.

**Step 4:** If the parties at Step 3 of the Grievance Procedure have not settled the grievance or if no answer in writing by the Mayor and Council has been received by the Association within the time provided in Step 3, the Association may demand arbitration of the grievance in accordance with Article XX, Arbitration, hereinafter set forth.

**Section 4:** Nothing herein contained is intended to deny an employee the right of appeal as expressly granted in the Revised Civil Service Rules for the State of New Jersey.

## **Article XX - Arbitration**

**Section 1:** Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the grievance procedure as herein provided, may be referred to an arbitrator as herein provided.

**Section 2:** Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. Within fifteen (15) days following the presentation of such demand, the party demanding arbitration shall request the New Jersey Public Employment Relations Commission to appoint an arbitrator to hear the arbitration in the manner set forth in Rule 19:12-4, Rules and Regulation and Statement of Procedure of the New Jersey Public Employment Relations Commission. **Arbitration shall proceed within 30 days after receiving the Step 3 decision of the Mayor and Council**

**Section 3:** The decision of the arbitrator shall be in writing and shall include the reason for such finding and conclusion.

**Section 4:** The decisions of the arbitrator shall be final and binding on the Association and the Employer,

**Section 5:** Where an employee has exercised his/her right of appeal as expressly granted in the Revised Civil Service Rules and Statutes of New Jersey, these shall be no right to arbitration under the provisions of this Article.

**Section 6:** In the event of a change in the law governing the New Jersey Public Employment Relations Commission or its rules and regulations which would in any way affect the method of selection of an arbitrator, then, in the alternative, the party demanding the arbitration shall request the American Arbitration Association to submit a list of nine (9) arbitrators from which the parties may make a selection of the arbitrator. If the parties fail to agree on the selection of the arbitrator from the list, each party shall alternately strike one name until but one name remains and that party shall be the arbitrator of the issue or issues to be arbitrated. The cost of the arbitrator's service, if any, shall be shared by both parties and each of the parties shall bear it's own.

**Article XXI - Longevity**

**Section 1:** Employees covered by this agreement shall be paid, in addition to the rate of pay set forth in Article VII herein, a longevity increment based upon years of service with the Town of Kearny in accordance with the following schedule:

Years of Service	Percent of Salary
4 to 7	2%
<b>8 to 11</b>	4%
12 to 15	6%
16 to 19	8%
Beginning 20	10%

**Section 2:** Each employee shall qualify for the longevity increment on the 1<sup>st</sup> day of January of the year in which the anniversary of his/her employment falls. Such

increment shall be payable on the 1<sup>st</sup> day of May of the calendar year in which his anniversary date falls and thereafter payable on the 1<sup>st</sup> of each successive year.

## **Article XXII - Management of Town Affairs**

The Association recognizes that areas of responsibility must be reserved to the Employer of the local government so as to serve the public effectively. Therefore, the right to manage the affairs of the Town and to direct the working forces and operations of the Town, subject to the limitations of this agreement, is vested in and retained by the Employer, exclusively.

## **Article XXIII - Personal Days**

**Section 1:** All employees covered by this agreement shall be entitled to four (4) days off as personal days off for personal business.

**Section 2:** Such personal days shall be non-cumulative from year to year and must be taken within each calendar year. The choice of days shall be subject to the approval of the department head but such approval shall not be unreasonably withheld. Notice of the taking of such personal days off shall be given where possible, at least 24 hours in advance of the commencement of the workday or days sought as personal business days. If such 24-hour notice cannot be given, maximum notice possible under the circumstances shall be given to the department head or suitable supervisory personnel.

## **Article XXIV - Hazardous Work**

**Section 1:** The Employer agrees that in any case where work is required to be performed during hours other than regular workday hours and where such work may constitute a safety hazard to employee, two or more employees working together shall only perform such work.

**Section 2:** In determining whether such work constitutes a safety hazard, as referred to above, the following factors shall be considered by the department head, or in his/her absence his designee or assistant, prior to requiring work to be performed during other than regular workday hours:

- a) The hour of the day or night that such work is to be performed.
- b) The existence of traffic hazards.
- c) The physical effort required performing such work.
- d) Weather Conditions.

**Section 3:** The decision to assign two or more employees in the case of safety hazards shall be made by the department head, or Council Chairperson.

## **Article XXV - Leave of Absence**

**Section 1:** The employer agrees that leaves of absence without pay requested by employees covered by this agreement shall be granted by the employer at the

employer's discretion but such grant of leave shall not be discriminatorily, unreasonably or unjustifiably refused or denied.

**Section 2:** The Employer also agrees that there will be available to all female employees unpaid maternity leave not to exceed six (6) months.

**Article XXVI - Jury Duty**

In the event any Court calls an employee covered under this agreement to jury duty, the Employer shall pay said employee his full, regular weekly wage for the entire period of jury duty without deduction for juror's compensation.

**Article XXVII - Duration**

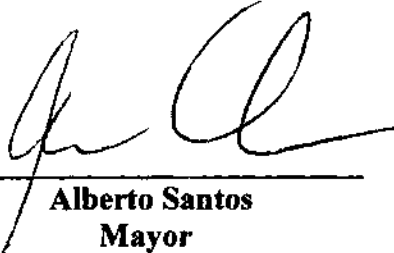
This Agreement shall be in effect from the 1<sup>st</sup> day of January 2001 to and including the 31<sup>st</sup> day of December 2003.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals this day of \_\_\_\_\_, 2001

**ATTEST:**

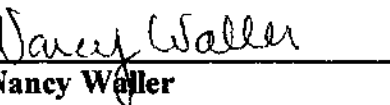
**Town of Kearny**

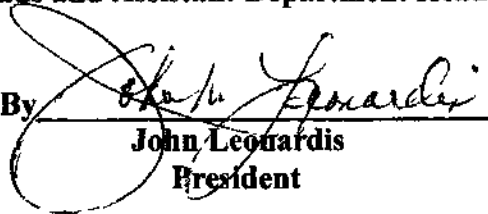
By 

By   
**Alberto Santos**  
**Mayor**

**ATTEST:**

**Association of Department  
Heads and Assistant Department Heads Inc.**

By   
**Nancy Waller**

By   
**John Leonardis**  
**President**