

**EMPLOYEE & PERSONNEL POLICY  
MANUAL**

**Borough of South River  
Middlesex County, New Jersey**



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Mayor

**Members of the Borough Council**

**Hon. Raymond Eppinger – Council President**

**Hon. Sandra Adelino**  
**Hon. Julie Meira**  
**Hon. James Gurchensky**

**Hon. Peter Guindi**  
**Hon. John Alai**

**Arthur Londensky**  
Borough Administrator

**Bill Bray**  
Municipal Clerk

## **DISCLAIMER**

**THIS EMPLOYEE HANDBOOK IS INTENDED TO INFORM EMPLOYEES OF THE BOROUGH OF SOUTH RIVER ABOUT THE BOROUGH'S EXISTING POLICIES AND PROCEDURES. IT IS NOT A CONTRACT OF EMPLOYMENT, NOR IS IT A GUARANTEE OF ANY PARTICULAR TERM OF EMPLOYMENT. UNLESS OTHERWISE PROVIDED BY STATUTE, ORDINANCE, INDIVIDUAL CONTRACT, OR COLLECTIVE BARGAINING AGREEMENT, EMPLOYEES OF THE BOROUGH ARE "AT-WILL EMPLOYEES", WHICH MEANS THAT THEY SERVE AT THE PLEASURE OF THE BOROUGH. BOTH THE BOROUGH AND THE EMPLOYEES RETAIN THE RIGHT TO TERMINATE THEIR EMPLOYMENT RELATIONSHIP AT ANY TIME AND FOR ANY REASON. THIS HANDBOOK IS SUBJECT TO REVIEW AND CHANGE FROM TIME TO TIME, WHICH CHANGE MAY INCLUDE ADDITIONS OR DELETIONS. AS THESE CHANGES ARE ADOPTED, EMPLOYEES WILL BE NOTIFIED OF THEM IN WRITING, AND THE NEW POLICIES AND/OR PROCEDURES WILL BE INCORPORATED INTO THIS PERSONNEL POLICY MANUAL. NO AGREEMENTS CONTRARY TO THE PROVISIONS OF THIS MANUAL MAY BE MADE WITH INDIVIDUAL EMPLOYEES, EXCEPT WITH THE EXPRESS AND WRITTEN CONSENT OF THE BOROUGH.**

This Employee Handbook is being distributed to all employees of the Borough of South River ("Borough") to define and clarify the personnel policies and procedures of the Borough. Unionized Borough employees must refer not only to this Handbook, but to their union contracts to determine their terms and conditions of employment. In the event of any conflict between these policies and a collective bargaining agreement, the latter shall govern as to those employees covered by such an agreement.

## **INTRODUCTION**

The Borough of South River plays an important part of the lives of the citizens it serves. The public expects that its business will be conducted to the highest standards. Public service is an honorable and rewarding career that offers many benefits not often found in the private sector.

As a Borough employee, you have certain rights and obligations. Federal and State law as well as Borough policies cover such important areas as discrimination, safety, violence, harassment and conflicts of interest.

Employees have a right to a safe workplace free of discrimination, violence, harassment and conflict of interests and have an obligation to conduct themselves consistent with these policies. The Borough has a “no tolerance” policy towards workplace wrongdoing.

This Employee Handbook adopted by the Borough Council discusses these issues and many other Borough personnel policies. You are urged to read this handbook and become acquainted with its contents. By its very nature, a handbook cannot be comprehensive or address all possible situations. For this reason, if you have any questions concerning any Borough personnel policy, contact your supervisor, or if you prefer, your Department Head, or the Borough Administrator.

**Neither this handbook nor any other Borough document, confers any contractual right, either express or implied, to remain in the Borough’s employ. Nor does it guarantee any fixed terms and conditions of your employment. The provisions of this Employee Handbook may be amended and supplemented from time to time without notice and at the sole discretion of the Mayor and Council.**

All employees receiving this handbook are required to sign an acknowledgement of receipt. A copy of this receipt will be maintained in your official personnel file.

Signed: \_\_\_\_\_  
Borough Administrator

Dated: \_\_\_\_\_

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## **GENERAL PERSONNEL POLICY**

These policies are enacted by the Borough of South River in order to further the following goals: **(Please note:** If a title does not appear in the Employee Manual you are to refer to the Borough of South River, Chapter 68 Personnel Regulations.)

- To provide a uniform system of personnel administration throughout the Borough service.
- To ensure that recruitment, selection, placement, promotion, retention and separation of Borough employees are based upon the employees' qualifications and fitness, and are in compliance with Federal and State laws.
- To assist managers in the development of sound management practices and procedures, and to make effective consistent use of human resources throughout the Borough.
- To provide all employees with proper supervision, instruction and working conditions, so that they may render the best possible service.
- To base promotion and job security on ability, performance and experience.
- To consider qualified Borough employees first when there is an opportunity for advancement.
- To promote the value that all Borough officials and employees are serving all members of the community, under the duly elected and appointed leadership of the municipality.
- To promote communication between directors, supervisors, and employees.
- To ensure, protect and clarify the rights and responsibilities of employees.
- This manual will be adopted at the re-organizational meeting of the Mayor and Council each year.
- Each employee shall be required to sign a form indicating that he/she has received, read and consented to the employee manual yearly. This will be provided by the Borough Administrator's Office.

These Personnel Policies shall apply to all Borough employees, except elected officials and independent contractors. In the event of conflict between these rules and any collective bargaining agreement, personnel services contract, Borough ordinance, rule, or State or Federal law, the terms and conditions of that contract, rule or law shall prevail. In all other cases, these policies shall apply.

In the event of the amendment of any ordinance, rule or law incorporated in this document or

upon which these provisions rely, these rules shall be deemed amended to comply with those changes.

The Mayor and Council are the governing body and alone is the policy making body on personnel matters. The Borough Administrator shall serve as Personnel Officer until such time that another individual shall be so named. The Personnel Officer, with advice from Department Directors, will make recommendations to the governing body on personnel policy matters, and will administer and interpret the personnel policies of the governing body.

Each employee is expected to give his/her best efforts at work; to be loyal and conscientious at all times; to conduct himself/herself in a proper manner; and to treat all with whom he/she comes in contact with respect and courtesy.

As a general principle, the Borough has a "no tolerance" policy towards workplace wrongdoing. Borough officials, employees and independent contractors are to report anything perceived to be improper. The Borough believes strongly in an Open Door Policy, and encourages employees to talk with their supervisor, Department Head, or Borough Administrator concerning any problem.

This manual is not a contract between the Borough of South River and its employees. It sets forth guidelines, which the Borough may, or may not, choose to follow, and does not contain a promise of any kind. These guidelines, as well as wages and any other terms or conditions of employment of any employee, may be changed at any time, without notice by the Borough of South River.

In the absence of a collective bargaining agreement or other employment agreement, the employment relationship, which exists between the Borough of South River and its employees, is "**employment at will.**" This means that an employee is free to terminate his/her employment at any time, for any reason, and without prior notice to, or with the agreement of, the Borough. The Borough, in its sole discretion, may terminate any individual's employment at any time, for any reason, and without prior notice to or agreement of the employee, and as allowed by law.

No part of the pay due an employee for work done shall be withheld from his/her check, except as required and/or permitted by law and/or authorized in writing by the employee. Unless specific authorization is given by the Department Head for extra salary, fees, or compensation, regular salary is the full compensation for services rendered to the Borough.

The Borough reserves the right to add to, change, interpret, or to eliminate personnel policies, practices, and rules without notice whenever it appears to be in the best interest of the Borough to do so. None of these provisions shall be deemed to create a vested contractual right in any employee, or to limit the power of the Borough Council or Administrator to repeal or modify these rules. The policies are not to be interpreted as promises of specific treatment.

## **ANTI-DISCRIMINATION/ EQUAL OPPORTUNITY POLICY**

It is the policy of the Borough to ensure equal opportunity for all persons, regardless of race, color, creed, ancestry, age, sex, marital status, sexual orientation, handicap, physical disability, service in the armed forces, or any other protected class under the New Jersey or Federal anti-discrimination statutes. This policy shall apply to all phases of employment, including recruitment, selection, appointment, placement, promotion, demotion, transfer, training, wages, benefits, working conditions, lay-off, recall, discharge, disciplinary action, performance evaluation and use of all Borough facilities.

The Borough is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination (LAD). The Borough will not unlawfully discriminate on the basis of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity or expression, disability, service in the Armed Forces of the United States, and/or any other characteristic protected by law. Decisions regarding the hiring, promotion, transfer, demotion or termination will be based on the qualifications and performance of the employee or prospective employee consistent with these laws and any other controlling laws and regulations.

If any employee or prospective employee feels they have been treated in contravention of this policy, they have the right to address their concern through the chain of command, including their supervisor, Department Head or the Borough Administrator. However, the Borough Attorney shall serve as the Complaint and Compliance officer for any complaints related to this policy.

## **ANTI-DISCRIMINATION/ REASONABLE ACCOMMODATIONS** **POLICY**

It is the policy of the Borough to comply with all relevant and applicable provisions of the Americans with Disabilities Act and the New Jersey Law Against Discrimination. The Borough will not discriminate against any qualified employee or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known and qualifying disability. The Borough will also make reasonable accommodations to known physical or mental limitations of employees and applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an undue hardship on the Borough.

Upon notice of a need for an accommodation by an individual with a qualifying disability, the Borough Administrator or Department Head shall initiate an interactive dialogue with the disabled employee or prospective employee to identify and access potential reasonable accommodations. All decisions with regard to reasonable accommodations shall be made by the Borough Administrator. Employees who are assigned to a new position as a reasonable accommodation will receive the salary for their new position. The Americans with Disabilities Act does not require the Borough to offer permanent “transitional duty”, relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc.

## **CONTAGIOUS OR LIFE THREATENING ILLNESS POLICY**

The Borough has a legal obligation to provide a safe and healthy work environment for all employees and to the public at large. In an effort to balance the needs of the Borough, the public and employees, the Borough has adopted certain regulations with respect to contagious/life threatening illnesses. To that end, employees of the Borough who have been diagnosed with any illness that poses a health hazard to other employees or to the public at large must disclose this information to the Borough Administrator at the earliest possible time. The Borough Administrator shall consult with the Borough physician, if necessary, in making a determination and assessing the risks to other employees and the public at large. In order to fulfill the Borough's obligations, the Borough may direct the employee to pursue one of the following options:

- Federal Family and Medical Leave (FMLA);
- Sick Leave and/or Vacation Leave;
- Unpaid leave of absence, if the employee does not have accumulated leave time to utilize;
- Permanent disability, if the illness is permanent in nature, and if the employee qualifies under the appropriate State pension plan; and/or
- Resignation, if the illness is of such nature that the employee cannot return to work, the employee does not have any leave time available, and the employee is not vested in any of the State pension plans.

An employee who does not disclose this information to the Borough will be subject to appropriate disciplinary action, including termination of employment.

The Borough encourages employees with contagious diseases or life-threatening illnesses to continue their normal pursuits, including work, to the extent allowed by their condition. The Borough shall make reasonable accommodations to known physical and mental limitations of employees, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the Borough.

Employees with questions or concerns about contagious or life-threatening illnesses are encouraged to contact the Borough Administrator.

## **SAFETY POLICY**

The Borough will provide a safe and healthy work environment, and shall comply with the Public Employees Occupational Safety and Health Act (“PEOSHA”). The Borough is equally concerned about the safety of the public. Consistent with this policy, employees will receive periodic safety training, and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules, and using available safety devices, including personal protective equipment. Failure to do so constitutes grounds for disciplinary action. Any occupational or publicly unsafe conditions, practices, procedures or acts must be immediately reported to the supervisor or Department Head. Any on-the-job accident or accident involving Borough facilities, equipment or motor vehicles must also be immediately reported.

The Borough has appointed a Safety Council that meets on a regular basis to discuss and recommend solutions to safety problems. Employees are encouraged to discuss safety concerns with their Safety Council Representative.

## **ANTI-HARASSMENT AND ANTI-SEXUAL HARASSMENT POLICY**

The Borough has a strong commitment to provide a work environment free from unlawful harassment based on any actual or perceived characteristic such as race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity, disability, service in the Armed Forces of the United States, and/or any other characteristic protected by law (“collectively, “protected classification”). The Borough will not tolerate unlawful harassment of an employee by another employee, management representative, supplier, volunteer, or business invitee on the basis of actual or perceived characteristic. Harassment of any employees, in connection with their work, by non-employees may also be a violation of this policy.

Acts or incidents of unlawful harassment should be promptly reported, in accordance with the procedures outlined below. The Borough will promptly investigate all reports of unlawful harassment. Employees who violate this Policy will be subject to disciplinary action, up to and including termination from employment. Employees who violate this Policy also risk personal legal liability.

This policy shall apply to all employees of the Borough and to any individuals who serve as volunteers.

### **PURPOSE**

To ensure all employees of the Borough a work environment free of any type of unlawful discrimination, including freedom from harassment on the basis of any protected classification.

### **PROVISIONS**

1. **Improper Conduct:** Instances that may violate the Borough's policy against harassment and, which may result in disciplinary action, include the following:
  - Unwelcome remarks and actions based on the protected classifications. This may include, but is not limited to, inappropriate jokes, comments or posted materials.
  - Threats or suggestions that an employee's employment work status will be adversely affected based upon the protected classifications.
  - Affecting or denying employment opportunities or benefits to an employee based upon the protected classifications.
  - Engaging in a negative tangible employment action based upon the protected classifications.
  - Retaliation against an employee who has reported an alleged violation of this Policy or participated in an investigation related to this Policy.

2. **Sexual Harassment:** An important note must be made with respect to sexual harassment. Sexual Harassment is defined as any unwelcome advance or request for sexual favors or any conduct of a sexual nature, which includes but is not limited to circumstances where:

- Submission is made explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of the harassing conduct is threatened to be used as the basis of employment decisions; or
- Such conduct has the purpose or effect of substantially interfering with an individual's work or creates an intimidating, hostile or offensive working environment.

Sexual harassment is different from sexual attraction or flirtation. Sexual harassment is unwelcome sexual attention, which is demeaning and causes the recipient distress. Sexual harassment does not refer to occasional inoffensive compliments. However, comments or behavior, which may be intended to be complimentary, may be viewed by the recipient as unwelcome and a form of sexual harassment.

3. **Complaint Procedure:** Any employee who feels that he or she has been subject to harassment or has knowledge of a violation of this Policy should report the incident directly to the Borough Administrator. If circumstances prevent reporting the incident directly to the Borough Administrator, the employee should report the incident to his/her supervisor or to the employee's Department Head. One of the designated individuals must be promptly advised of such complaint. If the complaint involves a direct supervisor, the employee is not required to complain to that direct supervisor. The complaint should then be made to any of the other above-mentioned individuals. A complaint of harassment shall be investigated in a timely manner.

- A. The complaint filed must include the following information:
1. The name and department of the complainant;
  2. The name and department of the charged party;
  3. The nature and circumstances, in detail, of the alleged harassment, including but not limited to the injuries or consequences suffered by the complainant, the names of any witnesses to such actions and the duration of the actions questioned; and
  4. Whether such harassment has been previously reported to a supervisor or other person, and if so, when and to whom.
- B. Nothing in this section shall prevent the Complainant from providing other information or documents he/she believes are essential to the fair adjudication of his/her case.
- C. The initial complaint may be made orally, or in writing. If the complaint is made orally, same shall be reduced to a written document, which shall, if it is deemed accurate, be signed by the Complainant. If an individual is

uncomfortable making a written complaint, the Borough may proceed with its investigation without a formal written complaint.

4. **Investigation Procedure:** Once a complaint has been registered or a harassment situation has become known to the Borough, a prompt, fair and thorough investigation will be conducted to determine whether the complaint is meritorious.

If the Borough determines that unlawful harassment has occurred in violation of this Policy, the individual who engaged in such harassing conduct shall face immediate and appropriate disciplinary action, based upon the severity of the conduct, and any prior history of past charges made against the individual, and disciplinary action involving the individual. Disciplinary action may include: being suspended without pay pending the hearing, a written warning, suspension, demotion, or termination of employment.

5. **Non-retaliation and Privacy:** The Borough encourages victims of harassment to bring their complaints to management by ensuring that no reprisals or retaliation will result against such complaining individual, as a result of the good faith reporting of harassment. In addition, anyone who assists in the filing of a complaint, or in the investigation of a claim of harassment, will be protected from reprisals and retaliation.

To the fullest extent permissible under the law, and so long as it does not inhibit the investigation, all persons involved with a harassment complaint will be given the utmost protection of privacy.

6. **Borough Liability:** Because the Borough prohibits harassment of its employees in any form, any individual charged with harassment in a civil action, or by way of an administrative complaint, shall be solely responsible for paying all costs of defense and/or any damages resulting therefrom, which are awarded by any proper court of law or after an administrative hearing.
7. **False Accusations:** Since a charge of harassment is a grave and serious one, false accusations of harassment are, and will be, treated as a disciplinary offense, and will result in a level of punishment appropriate for a person engaging in such behavior.

Any employee with questions regarding the Borough's Anti-Harassment Policy may contact the Borough Administrator.

## **WHISTLEBLOWER POLICY**

Employees have the right to report any activity, policy or practice they reasonably believe is a violation of a law, rule, or regulation promulgated pursuant to law without fear of retaliation or reprisal. All such reports will be taken seriously and promptly investigated. In accordance with the New Jersey Conscientious Employee Protection Act (“CEPA”), the Borough shall not take any retaliatory action or tolerate any reprisal against an employee for any of the following:

1. Disclosing or threatening to disclose to a supervisor, Department Head, the Borough Administrator, other official or to a public body, as defined in the Conscientious Employee Protection Act (N.J.S.A. 34:19-1 et seq.) an activity, policy or practice that the employee reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;
2. Providing information to, or testifying before any public body conducting an investigation, hearing, or inquiry into any violation of law, rule or regulation promulgated pursuant to law; or
3. Objecting to, or refusing to participate in any activity, policy, or practice that the employee reasonably believes is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.

In accordance with the statute, a public employee must bring the challenged activity, policy or practice to the attention of the employee’s supervisor by written notice and afford the Borough a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where:

1. The employee is reasonably certain that the activity, policy or practice is known to one or more supervisors of the employer; or
2. The employee reasonably fears physical harm as a result of the disclosure provided, however, that the situation is an emergency in nature.

As required by the statute, a copy of this policy will be posted in all facilities and distributed annually. A written acknowledgement that the employee received, read, and understood the distributed policy will be included in the employee’s official personnel file.

## **EMPLOYEE COMPLAINT POLICY**

Employees who wish to complain of alleged harassment should follow the procedures set forth in the Borough's Anti-Harassment Policy. Employees who wish to register a complaint regarding any other workplace wrongdoing are requested to immediately report the matter to their supervisor, or, if they prefer, to their Department Head or the Borough Administrator. Employees are encouraged to complain in writing, but may make a verbal complaint at their discretion. No retaliatory action shall be taken against any employee who complains of workplace wrongdoing. The Borough will, to the maximum extent permissible under law, maintain the confidentiality of such complaints on a need-to-know basis. However, investigation of such complaints may require disclosure to the accused party and other witnesses in order to gather pertinent facts.

## **WORKPLACE VIOLENCE**

The Borough will not tolerate workplace violence. Violent acts or threats made by an employee against another person or property are cause for immediate dismissal and will be fully prosecuted. This includes any violence or threats made on Borough property, at Borough events or under other circumstances that may negatively affect the Borough's ability to conduct business.

Prohibited conduct includes, but is not limited to:

- Causing physical injury to another person;
- Making threatening remarks;
- Aggressive, hostile or bullying behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress;
- Intentionally damaging employer property or property of another employee;
- Possession of a weapon while on Borough property or while on Borough business, except with the authority of the Police Chief; and
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Any potentially dangerous situations must be immediately reported. The Borough will actively intervene in any potentially hostile or violent situation.

## **POSSESSION AND USE OF WEAPONS BY EMPLOYEES**

In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, possession or use of weapons is prohibited on Borough property, in Borough vehicles or in any personal vehicle, which is used for Borough business.

A weapon is any instrument capable of producing bodily harm, in a manner, under circumstances, and at a time and place that manifests an intent to harm or intimidate another person or that warrants alarm for the safety of another person. Please consult N.J.S.A. 2C:39-1(r) for some examples of weapons.

No employee shall possess a weapon unless he/she is a sworn Police Officer, or a Special Law Enforcement Officer Class II, and is authorized by law, and the Chief of Police to possess said weapon.

## **EMPLOYEE ASSISTANCE PROGRAM**

Recognizing that both job-related and personal problems may adversely affect an employee's well-being, the Borough provides an employee assistance program (EAP) to provide counseling and other services to Borough employees and their families.

This service is provided at no cost to the employee. All consultations between employee and the EAP are confidential. Employees experiencing job-related difficulties that cannot be resolved in the workplace, or personal or family problems, are encouraged to use the employee assistance program.

The Borough Administrator may require an employee to consult with EAP during working hours if the Borough Administrator believes that a consultation may help improve an employee's performance. In case of mandatory referrals, the EAP will inform the Borough Administrator whether the employee has kept the required appointment and whether the employee is adhering to any agreed-upon course of treatment. The EAP will not provide any details of the problem or the course of treatment except in cases in which (1) in the EAP's judgment, the employee is dangerous and/or (2) disclosure is required for the Borough to assess whether the employee can safely perform the reasonable functions of his or her position and the employee has provided written consent for disclosure.

## **FEDERAL FAMILY AND MEDICAL LEAVE ACT (“FMLA”)**

The Family and Medical Leave Act (“FMLA”) entitles eligible employees to take up to 12 weeks of job-protected leave in a 12 month period for specified family and medical reasons or up to 26 weeks of job-protected leave in a 12 month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member’s spouse, son, daughter, parent, or next of kin (“military caregiver leave”).

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave.

### **EMPLOYEE ELIGIBILITY**

To be eligible for FMLA benefits, an employee **must**:

1. Have worked for the Borough for at least 12 months; and
2. Have worked at least 1,250 hours (including overtime) over the previous 12 months (subject to special rules applicable to returning reservists pursuant to the Uniformed Services Employment and Reemployment Act).

### **LEAVE ENTITLEMENT**

An eligible employee may take up to a total of twelve 12 work weeks of FMLA leave during any 12-month period for one or more of the following reasons:

1. For the birth and care of the newborn child of the employee;
2. For placement with the employee of a son or daughter for adoption or foster care;
3. To care for an immediate family member (spouse, child, or parent) with a serious health condition;
4. To take medical leave when the employee is unable to work because of a serious health condition; **or**
5. For any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on covered active duty (“qualifying exigency leave”).<sup>1</sup>

The Borough will apply the “rolling-forward” method to calculate an employee’s entitlement to FMLA leave. By this method, the 12-month FMLA “leave year” is the period measured forward from the date the employee’s first FMLA leave begins.

When an employee takes leave for a reason covered by the New Jersey Family Leave Act (“FLA”) and the FMLA, the leave shall be simultaneously counted against an employee’s entitlement under both statutes to the extent permitted by law. Leave for birth and care, or

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<sup>1</sup> For more information concerning military caregiver leave and/or qualifying exigency leave, please see the Borough Administrator.

placement for adoption or foster care must be **concluded** within twelve (12) months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

1. If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the Borough's approval.
2. FMLA leave may be taken intermittently whenever **medically necessary** to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

FMLA leave will be unpaid unless the employee has available applicable earned paid leave (such as sick, personal, or vacation leave). In the event the employee has such available earned paid time off, the employee must first use any applicable earned paid leave, all of which time will be counted as FMLA leave. Once such applicable paid time off is exhausted, the remainder of the FMLA leave will be unpaid. The Borough is responsible for designating an employee's use of paid leave as FMLA leave, based on information from the employee.

**Serious health condition** for purposes of the FMLA means an illness, injury, impairment, or physical or mental condition that involves either:

1. Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; **or**
2. Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:
  - a. A health condition (including treatment thereof, or recovery there from) lasting more than three consecutive days, and any subsequent treatment or period of incapacity relating to the same condition, that **also** includes:
    - i. treatment two or more times by or under the supervision of a health care provider; **or**
    - ii. one treatment by a health care provider with a continuing regimen of treatment; **or**
  - b. Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; **or**
  - c. A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; **or**
  - d. A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; **or**

- e. Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

**Health care provider** for purposes of the FMLA means:

1. Doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; **or**
2. Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; **or**
3. Nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of their practice, as defined under state law; **or**
4. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; **or**
5. Any health care provider recognized by the Borough or the Borough's group health plan benefits manager.

## **MAINTENANCE OF HEALTH BENEFITS**

During FMLA leave, the employee's health insurance coverage will be maintained under the same terms and conditions as if the employee had continued to work. Employees may be required to pay their share of health insurance premiums while on leave. In some instances, the Borough may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

## **JOB RESTORATION**

Generally, upon return from FMLA leave, the employee will be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. If the Borough should experience a reduction in force or layoff, an employee who would have been affected by such a reduction in force or layoff had he/she not been on FMLA leave is not entitled to be returned to work following exhaustion or completion of FMLA leave, however, the employee retains all rights under any applicable lay off or recall system.

An employee's use of FMLA leave will not result in the loss of any employment benefit that the employee earned or was entitled to **before** using FMLA leave and FMLA leave will not be considered in discipline related to tardiness and/or attendance.

## **NOTICE AND CERTIFICATION**

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. The Borough **may** also require employees to provide:

1. Medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;

2. Second or third medical opinions (at the Borough's expense) and periodic recertification;
3. Periodic reports during FMLA leave regarding the employee's status and intent to return to work **and**
4. Medical certification of fitness for return to duty.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt Borough operations.

## **NEW JERSEY FAMILY LEAVE ACT (“FLA”)**

The New Jersey Family Leave Act (“FLA”) entitles eligible employees to take up to 12 weeks of job-protected leave in a 24-month period for specified reasons. The law contains provisions on employer coverage; employee eligibility for the law’s benefits; entitlement to leave; notice and certification of the need for FLA leave; and, protection for employees who request or take FLA leave.

### **EMPLOYEE ELIGIBILITY**

To be eligible for FLA benefits, an employee must:

1. have worked for the Borough for at least 12 months; and
2. have worked at least 1,000 hours (including overtime) over the previous 12 months.

### **LEAVE ENTITLEMENT**

An eligible employee may take up to a total of 12 work weeks of FLA leave during any 24-month period for one or more of the following reasons:

1. Birth and care of the employee’s newborn child (leave must commence within 12 months of the date of birth);
2. The placement of a child with an employee for adoption or foster care (leave must commence within 12 months of placement);
3. The serious health condition of a child, parent or spouse or spousal equivalent, requiring the employee’s participation in care.

Note: the FLA does not provide for leave for an employee’s **own** medical condition.

The Borough will apply the rolling forward method to calculate an employee’s entitlement to FLA leave. By this method, the 24-month period is measured forward from the date the employee’s first FLA leave begins.

When an employee asks for leave for a reason covered by the Federal Family and Medical Leave Act (“FMLA”), the leave shall be simultaneously counted against an employee’s entitlement under both statutes to the extent applicable and permitted by law. In the case of maternity leave, the employee’s FLA leave will not begin to run until the employee is released from disability by her health care provider or exhausts her FMLA leave, whichever occurs first. After release by her health care provider, any remaining FMLA leave will run concurrently with her FLA leave entitlement.

FLA leave taken on account of the serious illness of a family member may, in certain cases, be taken in the form of a reduced leave schedule, or when medically necessary, on an intermittent basis, rather than all at once. In the case of FLA leave taken on account of the birth or placement of a child for adoption, an employee may only take FLA leave intermittently or on a reduced leave schedule if the Borough expressly so agrees.

The employee shall not be entitled to a reduced leave schedule for a period exceeding 24 consecutive weeks. The employee shall make a reasonable effort to schedule reduced leave so as not to disrupt unduly the operations of the Borough and the employee shall provide the Borough with prior notice of the care, medical treatment, or continuing supervision by a health

care provider necessary due to a serious health condition of a covered family member, in a manner which is reasonable and practicable. Leave taken on a reduced leave schedule shall not result in a reduction of the total amount of leave which the employee is entitled.

Employees may elect to use applicable accrued paid leave (such as sick or vacation) to cover some or all of their FLA leave. If the employee does not so elect, the FLA leave will be unpaid.

The Borough is responsible for designating if an employee's use of paid leave counts as FLA leave, based upon information from the employee.

### **MAINTENANCE OF HEALTH BENEFITS**

During FLA leave, the employee's health insurance coverage will be maintained under the same terms and conditions as if the employee had continued to work. Employees may be required to pay their share of health insurance premiums while on leave.

### **JOB RESTORATION**

Generally, upon return from FLA leave, the employee will be restored to his/her original job, or to an equivalent job with like seniority, status, employment benefits, pay, and conditions of employment.

If the Borough should experience a reduction in force or layoffs, an employee who would have been affected by such reduction in force or layoff had he/she not been on FLA leave is not entitled to be returned to work following exhaustion or completion of FLA leave; however, the employee retains all rights under any applicable layoff and recall system.

### **RETURN TO WORK**

An employee who **does not** return to work upon expiration of FLA leave may be discharged. An employee who fails to return from the approved FLA leave will be required to refund all employer benefit contributions paid during the unpaid portion of the leave, unless the failure to return results from continuation, recurrence, or onset of a serious health condition, or something beyond the employee's control.

### **NOTICE AND CERTIFICATION**

When FLA leave is sought due to the birth or placement of a child for adoption, the employee must provide at least thirty (30) days' notice of the intention to take FLA leave when reasonably practicable. When FLA leave is sought due to a family member's serious illness, the employee must provide at least fifteen (15) days' notice of the intention to take FLA leave, except where emergent circumstances warrant shorter notice. Employees seeking to use FLA leave when the need is unforeseeable must provide the Township of the need for leave as soon as practicable.

An employee requesting FLA leave in order to care for the employee's seriously-ill spouse, child, or parent may be required to provide a certification issued by a health care provider supporting the need for the requested FLA leave.

### **NO RETALIATION**

There shall be no retaliation against any employee for exercising his/her rights under the FLA and/or for taking FLA leave.

#### **DEFINITIONS FOR PURPOSES OF THIS POLICY**

1. **Health Care Provider** for purposes of the FLA means any person licensed under Federal, State, or local law, or the laws of a foreign nation, to provide health care services; or any other person who has been authorized to provide health care by a licensed health care provider.
2. **Serious Health Condition** for purposes of the FLA means an illness, injury, impairment, or physical or mental condition which requires:
  - inpatient care in a hospital, hospice, or residential medical care facility; or
  - continuing medical treatment or continuing supervision by a health care provider.

## **THE NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT LEAVE (“NJSAFE”)**

The New Jersey Security and Financial Empowerment Act (“NJSAFE”) entitles eligible employees to take up to twenty (20) days of job-protected leave in a twelve (12) month period to address circumstances resulting from an incident of domestic violence or a sexually violent offense.

### **EMPLOYEE ELIGIBILITY**

To be eligible for NJSAFE leave, an employee must:

1. Have worked for the Borough for at least twelve (12) months; and
2. Have worked at least 1,000 hours (including overtime) over the previous twelve (12) months.

### **LEAVE ENTITLEMENT**

NJSAFE leave may be taken by an employee who is a victim of an incident of domestic violence or a sexually violent offense or by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave may be taken, as needed for the purpose of engaging in any of the following activities related to an incident of domestic violence or sexually violent offense:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
2. Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
3. Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner from future domestic or sexual violence or to ensure economic security;
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or

6. Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.

An employee is not entitled to more than twenty (20) days of combined NJSAFE leave in any twelve (12) month period. NJSAFE leave may be taken intermittently in increments of no less than one (1) day.

When an employee takes leave for a reason covered by NJSAFE, the leave shall be simultaneously counted against an employee's entitlement under the FMLA and/or the FLA to the extent applicable and permitted by law.

NJSAFE will be unpaid unless the employee has available applicable earned paid leave (such as sick, personal, or vacation leave). In the event the employee has such available earned paid time off, the employee must first use any applicable earned paid leave, all of which time will be counted as NJSAFE leave. Once such applicable paid time off is exhausted, the remainder of the NJSAFE leave will be unpaid. The Borough is responsible for designating an employee's use of paid leave as NJSAFE leave, based on information from the employee.

#### **NOTICE AND CERTIFICATION REQUIREMENTS**

Prior to taking NJSAFE leave, an employee must, if the need for the leave is foreseeable, provide the Borough with written notice of the need for the leave. Notice must be provided as far in advance as is reasonable and practical under the circumstances.

Pursuant to the NJSAFE, the Borough may require that an eligible employee provide supporting documentation concerning the domestic violence or sexually violent offense which is the basis for the leave. The Borough will maintain any information or documentation obtained regarding an employee's NJSAFE leave in the strictest confidence, unless disclosure is voluntarily authorized in writing by an employee or is required by State or Federal law, rule, or regulation. Sufficient forms of supporting documentation include the following:

1. A domestic violence restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
2. A letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or sexually violent offense;
3. Documentation of the conviction of a person for the domestic violence or sexually violent offense;
4. Medical documentation of the domestic violence or sexually violent offense;
5. Certification from a certified Domestic Violence Specialist or the director of a designated domestic violence agency or Rape Crisis Center, that the employee or employee's child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense; or

6. Other documentation or certification of the domestic violence or sexually violent offense provided by a social worker, member of the clergy, shelter worker, or other professional who has assisted the employee or employee's child, parent, spouse, domestic partner, or civil union partner in dealing with the domestic violence or sexually violent offenses.

#### **NO RETALIATION**

There shall be no retaliation, harassment, or discrimination with respect to the compensation, terms, conditions or privileges of employment of any employee who takes or requests NJSAFE leave and/or exercises any right under the NJSAFE.

## **NEW JERSEY PAID FAMILY LEAVE INSURANCE**

Under the Family Leave Insurance provision of the New Jersey Temporary Disability Benefits Law, eligible employees may collect up to six (6) weeks of cash benefits from the State of New Jersey to compensate for wage loss when taking leave to bond with a newborn or newly adopted child or to provide care for a seriously ill family member. This program is financed by worker payroll deductions.

Family Leave Insurance benefits run concurrently with FLA and/or FMLA covered leave. The State of New Jersey makes all determinations as to Family Leave Insurance benefits eligibility without any regard to whether the claimant is on FLA or FMLA covered leave during the period for which he or she is applying for Family Leave Insurance benefits.

Employees can obtain additional information and/or an application for Family Leave Insurance benefits (Form FL-1) from the Borough Administrator or by visiting the Department of Labor and Workforce Development's web site at [www.nj.gov/labor](http://www.nj.gov/labor), by telephoning the Division of Temporary Disability Insurance's Customer Service Section at (609) 292-7060, or by writing to the Division of Temporary Disability Insurance, PO Box 387, Trenton, NJ 08625-0387.

## **PERSONNEL PRACTICES**

**The procedures in this policy shall apply to all Borough employees (including the members of the Borough Police Department), except where superseded, or as hereinafter set forth to the contrary by State law or a collective negotiations agreement. If there is any inconsistency between the provisions of this policy, and any other policy of the Borough, this policy will prevail.**

### **CREATION OF NEW POSITIONS, APPLICATIONS AND INTERVIEWS FOR POSITIONS**

- The Borough Council must create, by ordinance or resolution, any position and authorize the filling of it. In addition, there must be provided in the proper current budget account specific and adequate funds to compensate the appointee. The Borough Council may authorize the Borough Administrator to expedite the hiring process and present his actions to the Council for memorialization.
- Whenever a vacancy exists, or a new position is created, the Borough Administrator will post a position announcement in order for those who believe they possess the necessary qualifications to apply for the position, if they so desire. Such applications shall be by letter, addressed to the Borough Administrator, and filed before the deadline date specified.
- When qualified applicants are not available on the Borough roster, the Borough Administrator will advertise vacancies for full-time positions in an official paper and/or Borough newsletter with an application deadline date specified. The Borough Administrator shall receive all applications filed by the general public for such vacancies or new positions.
- An application for employment form obtained from the Office of the Borough Administrator, must be completed by each person applying for a position with the Borough.
- The Department Head will conduct a preliminary interview with each applicant and apprise him of personnel policies, conditions of employment, and duties of the position.
- If the Department Head, following the interview, concludes that the applicant meets the qualifications for the opening, he/she will conduct a reference investigation and check of previous employment. A criminal investigation by the Police Department will also be completed, in compliance with applicable State and Federal law, after a waiver is signed. If the result of the aforementioned investigations is favorable, an offer of employment will be extended to the applicant. After the offer of employment has been extended, the Department Head will request that the Borough Administrator arrange a physical examination and drug screening for the applicant for permanent employment.

### **APPOINTMENT TO POSITION, PROVISIONAL STATUS**

- Following a favorable report on the physical examination and/or drug screening, the appointment of the applicant will be referred to the Borough Council for final action.
- If the employment of the applicant is approved by the Council, the Borough or its designee will contact the applicant, advise him/her of the starting date, and arrange for him/her to

report to the Borough Administrator's office to complete the necessary employment formalities.

- New employees will meet with the Borough Administrator and the Department Head for orientation. Such orientation shall include a tour of the Borough's facilities, accident reporting procedure, first aid and safety procedures, hazards on the job, emergency procedures, personal work habits, a full review of all Borough policies, and such other items, which may be required or otherwise identified.
- The Finance Department/Payroll will check all papers for completeness, and set up a "Personnel History File" for the employee.
- All new full-time, part-time and hourly employees shall serve, at the pleasure of the Mayor and Council, a provisional work period of six (6) months, and be rated satisfactory on a written performance evaluation to become a permanent employee. An unsatisfactory performance evaluation shall result in separation from employment. A probationary employee shall enjoy the rights and privileges accorded the designated status of the position, but shall have no recourse to the grievance procedure and may be separated without the right of appeal.

#### **TYPES OF EMPLOYMENT WITHIN THE BOROUGH**

The Borough has several levels of employment. Each level is explained below:

- **Full-time, Non-Contractual:** All employees who are regularly scheduled to work thirty (30) hours or more per week and are not members of a collective bargaining unit.
- **Part-time, Non-Contractual:** All employees who are regularly scheduled to work less than thirty (30) hours per week and are not members of a collective bargaining unit.
- **Part-time, Per Diem:** All employees, who are paid for the actual time worked, which is generally not a regular weekly schedule.
- **Contractual Employees:** All employees who are members of a collective bargaining unit or have an employment agreement with the Borough.
  - a. Casual, temporary, and extra employees, working on an hourly basis, when first employed, will complete an "Application for Employment" and a personnel record will be set up in the Finance Department/Payroll office.
  - b. All applicants who are seeking employment, which may require them to operate a motor vehicle in the performance of their duties, shall submit proof of possession of a valid New Jersey driver's license. A check will be made relating to violations issued to the driver annually.

Whenever possible, qualified Borough residents seeking employment with the Borough, shall be given preference in hiring. This preference shall not be used to compensate for lack of qualifications. It shall only be used when selecting between two equally qualified candidates.

Unless specifically required by the enabling legislation, no appointed official or employee shall be required to be a resident of this municipality as a condition of hiring or continued employment.

## **TIME & ATTENDANCE**

All employees are expected to report for work on time, on a regular basis. Unnecessary absenteeism and lateness is expensive, disruptive and places an unfair burden on other employees. Unsatisfactory attendance may result in disciplinary action, up to and including suspension or discharge. It also may have an adverse effect upon any promotional consideration.

All absences must be reported directly to the Department Head no later than one (1) hour before the scheduled start of work. The absent employee, when calling in, shall report the reason for the absence and when return to work is expected.

It is the employee's responsibility to ensure that proper notification is provided. Asking another employee, friend or relative to give this notification is not considered proper, except under emergency conditions.

In all cases of illness or disability, the Borough Council or Borough Administrator may direct any employee to be examined by a physician designated by the Borough at the Borough's expense and in accordance with applicable State and Federal law.

Any absence, due to illness or disability, in excess of three (3) consecutive days, must be certified by a written statement from the employee's physician.

The following guidelines are to be followed:

- Accurate and complete time and attendance records will be maintained by each Department of the Borough. The Department Head will certify as to the accuracy of the time and attendance records to the Chief Financial Officer at the end of each month, who shall provide detailed quarterly reports, and an annual report to the Borough Administrator.
- All Borough employees are to be at their assigned posts ready for work as specified by the Department Head, as approved by the Borough Council, unless on vacation, leave of absence, or absent for good cause.
- Being punctual is of the utmost importance; consequently, any lateness, and the reason for it, will be noted on the time record. Recurring or chronic lateness is cause for disciplinary action.
- It is the responsibility of each employee to notify his/her Department Head no later than one (1) hour before the scheduled start of work if he/she will be absent from, or delayed in reaching his/her assigned post. If unable to reach the Department Head, the Borough Administrator should be notified. Failure to report an absence is a serious offense that cannot be tolerated, and is cause for disciplinary action.
- It is the responsibility of the Department Head to report any, and all, absences to the

Borough Administrator by 10:00 a.m., or within two (2) hours of mid-day departures.

- If an employee must leave work, for any reason, the employee must notify his/her Department Head. If a Department Head must leave work for any reason, the Department Head must notify the Borough Administrator.
- Meal periods shall be specified by the Department Head, making certain that duty stations will be covered during the period. The normal time allowed for meals for employees in the Borough offices is one (1) hour. Tardiness in returning from meals is not permitted unless authorized in advance by the Department Head.
- The regular workweek for Borough offices is five (5) days, Monday through Friday. The opening time is 8:30 a.m., and the closing time is 4:30 p.m. Borough offices will also be open at such other times as the Borough Council may, by resolution, establish.
- Hours of work of departmental units other than the Borough Offices are specified by the Department Head with the approval of the Borough Council, or by the Administrator, if so authorized.
- The Borough Council may establish, or cause to be established, policies and procedures regarding the unscheduled closing of the Borough offices.
- Any single absence occurring immediately preceding, or following, a holiday may require a physician's certificate to validate illness, or will be time off without pay, and subject to disciplinary action.

## **HOLIDAYS**

### **UNION EMPLOYEES SHALL BE GOVERNED BY THE COLLECTIVE NEGOTIATIONS AGREEMENT COVERING THE TERMS AND CONDITIONS OF THEIR EMPLOYMENT.**

Official paid holidays to be observed by the Borough will be established annually by the Borough Council and will be posted by the Borough Clerk on or before the annual Borough Reorganization Meeting. Only **full-time** employees are paid for official Borough holidays. On official Borough holidays, normal Borough operations are suspended. The following holidays, subject to annual confirmation by the Borough Council, are holidays recognized by the Borough:

1. New Year's Day
2. President's Day
3. Personal Birthday (after 6 months of employment)
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day

With respect to the Personal Birthday holiday, employees may utilize this floating holiday on any date which is mutually agreed upon by the employee and the Borough Administrator. In the event that a mutually agreeable date is unavailable, this holiday shall be taken on the employee's birthday.

Employees who are members of a collective bargaining unit shall have their holiday schedule governed by their unit's labor agreement. If a holiday falls on a Saturday, the holiday will be observed the preceding Friday. If a holiday falls on a Sunday, the holiday will be observed the following Monday. The Borough Council may, by resolution, establish another date for the celebration of a holiday. All other holidays will be celebrated in accordance with the designated holidays established by the State of New Jersey.

## **OVERTIME**

### **UNION EMPLOYEES SHALL BE GOVERNED BY THE COLLECTIVE NEGOTIATIONS AGREEMENT COVERING THE TERMS AND CONDITIONS OF THEIR EMPLOYMENT.**

Under the Federal Fair Labor Standards Act (“FLSA”), certain employees in managerial, supervisory, administrative or professional positions are exempt from the provisions of the Act. The Human Resources Manager shall notify all Exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities.

In accordance with the FLSA, the following Borough positions shall be considered exempt from overtime pay and compensatory time:

- a. Chief Financial Officer
- b. Director of Finance
- c. Assistant Director of Finance
- d. Court Administrator
- e. Tax Collector
- f. Tax Assessor
- g. Chief of Police
- h. Municipal Clerk
- i. Department of Public Works Manager
- j. Construction Official
- k. Borough Administrator

Employees exempt from overtime pay and compensatory time off may, with the permission of the Borough Administrator, use flexible scheduling to limit the amount of time worked in excess of 40 hours per week.

**Non-Exempt Status:** All other employees are classified as Non-Exempt and are subject to the provisions of the Act. Non-exempt employees work forty (40) hours in a week, unless paid overtime is approved. Non-exempt employees will be compensated for all authorized work in excess of the standard work period.

Non-exempt employees are subject to the provisions of the FLSA and must either be paid overtime for work in excess of 40 hours per week as overtime at the premium rate (1.5 times regular hourly rate) or be provided compensatory time at the rate of 1.5 hours of compensatory time for every hour worked in excess of 40 hours per week.

Non-exempt employees who work a prescribed work period of fewer than 40 hours shall receive regular pay or compensatory time off of one (1) hour for hours worked between 35 to 40 hours and receive 1.5 times regular hourly or 1.5 hours of compensatory time for every hour worked in excess of 40 hours per week.

Authorization - All overtime for eligible employees must be approved in advance by the Department Head or designated supervisor. Overtime forms must be completed and approved by the Department Head in advance and must specify the amount of overtime which is approved. Non-exempt employees working overtime without prior approval will be subject to disciplinary action.

Overtime work shall be kept to a minimum and, except in cases of emergency, and must be authorized in advance by the Department Head. Any overtime which exceeds a total of \$1,000 must be authorized by the Borough Council (except in cases of emergency when the Department Head may authorize such work).

**Compensatory time:** It is the Borough's policy to pay for overtime work rather than to give equivalent time off in the form of compensatory time off. However, there may be occasional situations when an employee may request compensatory time off in lieu of overtime payment. Such a request will be granted by a Department Head if in his or her judgment the workload of the Department so permits. The employee is to utilize the compensatory time within a reasonable period after making the request. Compensatory time off, when granted, must be scheduled and used within ninety (90) days from the time earned unless otherwise approved by the Borough Administrator.

Compensatory time off is defined as paid time off the job which is earned and accrued by an employee in lieu of immediate cash payment for employment in excess of the statutory hours for which overtime is required. The limit on accumulation of compensatory time for non-public safety, non-emergency, and non-seasonal employees pursuant to the FLSA is 240 hours, unless otherwise provided in a collective bargaining agreement. Once this maximum has been accumulated, all additional hours will be compensated by overtime pay.

Compensatory time and compensatory time off shall not be counted as hours worked during the applicable work period for the purposes of overtime compensation and for which the employee is compensated.

**Reporting Overtime Hours:** The Department Head shall report overtime hours on a weekly basis by filing a record of such with the Borough Administrator and the Chief Financial Officer. In computing overtime, the next higher one-quarter hour shall be the smallest fraction of an hour to be reported.

In accordance with the FLSA, the Chief Financial Officer shall maintain and preserve records for each employee subject to compensatory time and compensation provisions as follows, and the record for each employee shall show:

1. The work period;
2. The length of that period and its starting time;
3. The number of hours of compensation time earned within the work period at the rate of one hour for each hour worked between 35 and 40 hours, and at the rate of one-and-one half hours for each hour worked in excess of 40 hours;
4. The number of hours of such compensatory time used each work period;

5. The number of hours of compensatory time compensated in cash;
6. The total amount paid and the date of such payment.

## **LONGEVITY PAY**

**UNION EMPLOYEES SHALL BE GOVERNED BY THE COLLECTIVE NEGOTIATIONS AGREEMENT COVERING THE TERMS AND CONDITIONS OF THEIR EMPLOYMENT.**

Permanent Borough employees hired prior to January 1, 2013 shall, in addition to salary compensation, be paid longevity pay for meritorious, long and faithful service. Longevity payments shall be due and payable each pay period. Such payments shall be based on the annual salary paid to eligible employees who have completed the full period of years of service herein designated:

| <b><u>Years of Completed Service</u></b> | <b><u>Percentage of Base Pay</u></b> |
|------------------------------------------|--------------------------------------|
| 5 to 9 years                             | 4%                                   |
| 10 to 14 years                           | 5%                                   |
| 15 to 19 years                           | 6.5%                                 |
| 20 and up                                | 7%                                   |

For those employees receiving longevity payments for the first time, original longevity payments will begin on the first of the month following the employee's anniversary date. Each month shall be considered one-twelfth (1/12) of a year for longevity payment purposes. Following this, the schedule will be followed as noted above.

For those employees who will receive an increase in longevity payments, original longevity payments will begin on the first of the month following the employee's anniversary date. Each month shall be considered one-twelfth (1/12) of a year for longevity payment purposes. Following this, the schedule will be followed as noted above.

Longevity payments shall be excluded in computing overtime compensation. Longevity payments shall become part of an employee's base pay for pension purposes only. Longevity payments shall be paid notwithstanding the maximum salary or compensation provided by ordinance for any employee. Any authorized leave with or without pay shall be credited to an employee of the Borough in computing this period of service. Terminal leave is excluded.

Longevity payments are offered to employees to reward continuous Borough service. However, if an employee, on one (1) occasion only, terminates his employment and is reemployed so that no more than one hundred twenty (120) calendar days elapse between termination and reemployment, no longevity time will be forfeited. If an employee, on one (1) occasion only, terminates employment and is reemployed after one hundred twenty (120) calendar days have elapsed between termination and reemployment, the employee after five (5) years of reemployment shall be entitled to restoration of original longevity time [up to five (5) years] at the beginning of the sixth year of reemployment. No retroactive longevity payments shall be made for the five (5) years of reemployment.

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.

Note: Borough employees hired on or after January 1, 2013 shall not be eligible for longevity payments.

**[Reference: Ordinance 2004-10]**

## **VACATION**

**UNION EMPLOYEES SHALL BE GOVERNED BY THE COLLECTIVE NEGOTIATIONS AGREEMENT COVERING THE TERMS AND CONDITIONS OF THEIR EMPLOYMENT.**

Vacation leave for full-time, non-unionized employees is an accrued benefit currently earned on the following schedule:

| <b><u>Time in Service</u></b> | <b><u>Amount of Vacation Accrued/Earned</u></b>                |
|-------------------------------|----------------------------------------------------------------|
| 6 months to 1 year            | 4 working days + 1 additional day for each 3 months of service |
| 1 year                        | 10 working days                                                |
| 3 years                       | 12 working days                                                |
| 5 years                       | 15 working days                                                |
| 7 years                       | 17 working days                                                |
| 10 years                      | 20 working days                                                |
| 12 years                      | 22 working days                                                |
| 15 years                      | 25 working days                                                |

Accrued vacation leave may be taken in part or in its entirety at any time period during the calendar year, subject to approval by the Department Head and the Borough Administrator. If authorized by the Borough Administrator and a Governing Body Resolution, a maximum of five (5) vacation days may be carried into the following year. However, these carried days **must** be used by March 31<sup>st</sup> or these days will be lost and voided.

Accrued vacation leave is credited in advance in expectation of continued employment starting in the second calendar year of employment. Reimbursement must be made in cases where the amount of employment does not equal the amount of vacation earned within the calendar year.

In the event that a holiday (as defined under the **Holidays** section) coincides with an employee's vacation day(s), the employee's vacation will be: 1) extended by an additional day, or 2) credited with an additional vacation day. It is the employee's responsibility to notify the Department Head about which method he or she intends to use for the vacation day that falls on a holiday.

Employees are not entitled to carry, accumulate, or sell back vacation time without the endorsement of the Borough Administrator and subsequent authorization of the Borough Council;

As concerns Borough employees whose terms and conditions of employment are covered by a labor agreement, that agreement shall govern the terms and conditions with respect to accrual and use of vacation leave, as well as any other issues associated with vacation leaves.

Employees are requested to submit vacation requests in writing to their immediate supervisors at least two (2) weeks in advance of the requested vacation. Failure to do so may result in rejection of the request.

## **PERSONAL LEAVE**

**Union employees shall be governed by the Collective Negotiations Agreement covering the terms and conditions of their employment.**

Employees shall be entitled to seven (7) personal leave days each year, non-cumulative, to be used whenever needed. Arrangements for such personal leave shall be made by the employee with the Department Head at least 24 hours in advance, except in the case of an emergency. Such leave shall be granted without loss of pay and shall not be deducted from vacation accruals or any other leave time.

Personal leave days may not be taken in less than 4 hour increments. If a labor agreement has been reached with any group of employees where the personal leave days agreed upon are different from this arrangement, the days specified in the contract shall control the personal leave time to which the group of employees in the bargaining group is entitled. Newly hired employees shall be credited with three (3) personal days upon their day of employment. At the beginning of the next year, employee shall be entitled to seven (7) personal leave days each year. Temporary and seasonal employees are not eligible for personal days.

## **BEREAVEMENT LEAVE**

**UNION EMPLOYEES SHALL BE GOVERNED BY THE COLLECTIVE NEGOTIATIONS AGREEMENT COVERING THE TERMS AND CONDITIONS OF THEIR EMPLOYMENT.**

In the event of death in the immediate family of a regular non-unionized full-time or regular part-time employee, he/she shall be granted time off, without loss of pay, from the day of death up to and including the day of the funeral, but in no event to exceed four (4) working days.

“Immediate family” shall include spouse, domestic partner, civil union partner, significant other, child, step-child, parent, step-parent, brother, sister, nephew, niece and all immediate in-laws (such as mother-in-law, father-in-law, brother-in-law and sister-in-law) either from day of death or day of bereavement.

Employees are entitled to two (2) day’s leave in the event of the death of a relative not a member of the employee’s immediate family or household, which includes uncle, aunt, cousins of the first degree, niece or nephew of the employee’s spouse, and aunt or uncle of the employee’s spouse, grandparent or same mentioned of the spouse, domestic partner, civil union partner or significant other. Bereavement leave shall be paid leave for working day only.

Employees should notify the Department Head of their intent to take bereavement leave as soon as possible. Any additional leave must be approved by the employee’s Department Head and charged against vacation, sick, or personal leave. The Borough may require that the employee produce reasonable proof of death.

Unionized employees shall be entitled to bereavement leave in accordance with their respective collective bargaining agreements. In the event that any of these issues are not specifically addressed in the collective bargaining agreement the Employee & Personnel Policy Manual shall govern.

## **SICK LEAVE**

**THIS POLICY ONLY APPLIES TO NON-UNION EMPLOYEES. UNION EMPLOYEES ARE DIRECTED TO THEIR COLLECTIVE NEGOTIATIONS AGREEMENT.**

### **Generally**

All employees are entitled to paid sick leave in accordance with the provisions of the New Jersey Earned Sick Leave Law, N.J.S.A. §34:11D-1, et seq. and as set forth in this policy. Employees may use earned sick leave for any of the following reasons in accordance with the New Jersey Earned Sick Leave Law:

1. diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness/condition, including preventive care;
2. aid or care for a family member during the diagnosis, care, treatment of, or recovery from the family member's mental or physical illness/condition, including preventive care;
3. as necessitated by the employee's or family member's status as a victim of domestic or sexual violence (including counseling, relocation, legal proceedings, etc.);
4. where the employee's workplace or his/her child's school or place of care is closed by order of a public official due to a public health concern; or
5. attendance at a school-related conference, meeting or other event requested or required by a school representative or meeting regarding care provided to the child in connection with the child's health conditions or disability.

### **Part-Time Employees**

Employees will accrue one (1) hour of earned sick leave for every thirty (30) hours worked, up to a maximum of forty (40) total hours. Employees may carry forward up to forty (40) hours of unused sick leave from one calendar year to the next calendar year, but shall not be permitted to use more than forty (40) hours of sick leave in any calendar year.

If an employee has to use his/her accumulated sick time, a request must be submitted to the Borough Administrator for approval. There shall be no accrual of credit for sick leave when an employee is on leave without pay. Accrued sick leave shall not be used as terminal leave or be traded back for cash allowance or time off.

Newly hired employees may use their earned sick leave beginning on the 120th calendar day after the employee commences employment.

Any employee unable to report for work must notify his/her supervisor in accordance with the procedures established in "Time and Attendance". If any employees are absent for reasons that entitle them to sick leave, they must call and speak with their immediate supervisor to notify them of the leave **prior** to any such employee's starting time.

Any employee using accrued sick leave for personal, business, vacations or any unapproved

activity will be subject to disciplinary measures, which may result in his or her termination.

Any employee absent for five (5) consecutive work days without notice of absence or permission will be considered to have resigned from his or her job not in good standing.

In all cases of illness or disability, the Borough Council reserves the right to have the employee examined by a physician designated by the Borough Council at the Borough's expense and in accordance with applicable State and Federal law. Any absence due to illness or disability in excess of five (5) or more consecutive work days must be certified by a written statement from the attending physician, at the employee's expense.

Any employee with more than one (1) year of service may receive a written letter from the Department Head informing him/her of excessive absenteeism and abuse of sick days (the meaning of these terms will be context specific). The letter shall advise the employee to correct the situation or be subject to further disciplinary. The letter shall be made a part of the employee's permanent personnel file.

At the discretion of the Mayor and Council, sick leave may be extended for a longer period of time for any employee, but shall not exceed the limits allowed by State law.

Sick leave may be taken in less than full day periods, it being understood and agreed that an absence from work for four (4) hours or less shall be considered as one-half (1/2) day, and an absence from work for more than four (4) hours shall be considered as one (1) day.

When employment ends, the individual will lose all accrued unused sick leave upon separation, unless the employee is rehired within six (6) months, in which case the Borough will reinstate all previously accrued unused sick leave. Further, if an employee is rehired within six (6) months of separating from the Borough, upon rehire the Borough will credit toward the 120-day waiting period the total number of calendar days previously worked by the employee prior to the separation. However, if the employee's break in employment is more than six (6) months, the Borough will not reinstate the employee's previously accrued unused earned sick leave. Therefore, the employee will have a zero (0) balance of accrued sick leave on the first day of reemployment, and would not be eligible to use earned sick leave for 120 days after recommencing employment with the Borough.

### **Seasonal Employees**

Seasonal employees are entitled to sick leave under the same terms and conditions as part-time employees, above.

As part-time employees, newly hired seasonal employees may use their earned sick leave beginning on the 120th calendar day after the employee commences employment.

When seasonal employment ends, the individual will lose all accrued unused sick leave upon separation, unless the employee is rehired within six (6) months, in which case the Borough will reinstate all previously accrued unused sick leave. Further, if an employee is rehired within six (6) months of separating from the Borough, upon rehire the Borough will credit toward the 120-

day waiting period the total number of calendar days previously worked by the employee prior to the separation. However, if the employee's break in employment is more than six (6) months, the Borough will not reinstate the employee's previously accrued unused earned sick leave. Therefore, the employee will have a zero (0) balance of accrued sick leave on the first day of reemployment, and would not be eligible to use earned sick leave for 120 days after recommencing employment with the Borough.

### **Full-Time Employees**

Additionally, sick leave with full pay will be granted to an employee who has permanent status and is employed on a full-time basis when the employee is unable to report for work for any of the following reasons:

- Illness or accident to employee not arising out of the employee's course of employment.
- Illness in employee's immediate family which requires attendance upon the ill member for three (3) consecutive days.
- Attendance at a hospital by reason of an illness of any member of the employee's immediate family for three (3) consecutive days.
- Discovery of a contagious disease in the employee's household.

Any employee who, in accordance with the foregoing rules, is entitled to sick leave shall receive full pay for time lost on account of said sickness or other disability up to a maximum period of time as follows:

- During the first calendar year of service, one (1) work-day for each month of employment;
- After the first calendar year of service, twelve (12) work-days in every calendar year of employment thereafter;

Newly hired employees may use their earned sick leave beginning on the 120th calendar day after the employee commences employment.

Any employee unable to report for work must notify his/her supervisor in accordance with the procedures established in "Time and Attendance". If any employees are absent for reasons that entitle them to sick leave, they must call and speak with their immediate supervisor to notify them of the leave **prior** to any such employee's starting time.

Unused sick days may be accumulated without limitation. An employee may only use the current year's allotment in the current year. If an employee has to use his/her accumulated sick time, a request must be submitted to the Borough Administrator for approval. There shall be no accrual of credit for sick leave when an employee is on leave without pay. Accrued sick leave shall not be used as terminal leave or be traded back for cash allowance or time off.

Any employee using accrued sick leave for personal, business, vacations or any unapproved activity will be subject to disciplinary measures, which may result in his or her termination.

Any employee absent for five (5) consecutive work days without notice of absence or permission will be considered to have resigned from his or her job not in good standing.

In all cases of illness or disability, the Borough Council reserves the right to have the employee examined by a physician designated by the Borough Council at the Borough's expense and in accordance with applicable state and federal law. Any absence due to illness or disability in excess of five (5) or more consecutive work days, must be certified by a written statement from the attending physician, at the employee's expense.

Any employee with more than one (1) year of service may receive a written letter from the Department Head informing him/her of excessive absenteeism and abuse of sick days (the meaning of these terms will be context specific). The letter shall advise the employee to correct the situation or be subject to further disciplinary action including a change to the accrual of sick leave. The letter shall be made a part of the employee's permanent personnel file.

At the discretion of the Mayor and Council, sick leave may be extended for a longer period of time for any employee, but shall not exceed the limits allowed by State law.

Pursuant to applicable State statutes, Borough ordinances, and/or collective negotiations agreements, at the end of each calendar year, an employee's unused sick time is added to the allotment for the following year. Upon death or retirement in accordance with the eligibility for retirement under PERS, an employee shall be entitled to receive a lump sum payment as supplemental compensation, which sum shall be computed at the rate of one-sixth ( $1/6$ ) of the employee's daily rate of pay for each day of earned and unused accumulated sick leave, or \$15,000.00, whichever is less, and as otherwise limited by law.

Sick leave may be taken in less than full day periods, it being understood and agreed that an absence from work for four (4) hours or less shall be considered as one-half ( $1/2$ ) day, and an absence from work for more than four (4) hours shall be considered as one (1) day.

## **MILITARY LEAVE POLICY**

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any State including the Naval Militia and Air National Guard is required to engage in active duty training or is called for active duty, the employee will be granted a military leave of absence and shall be returned to work in accordance with the law.

Any employee who requests a leave of absence for a military leave of absence, whether paid or unpaid, must provide their Department Head and/or the Borough Administrator with a copy of their military orders and military base pay documentation, and subsequently with a copy of their orders terminating their active duty. Failure to provide required documentation may result in the delay or denial of salary for the period of the military leave.

## **EMERGENCY CLOSING PROCEDURE**

### **PURPOSE:**

To establish a procedure for the emergency closing, delayed opening, and/or cancellation of municipal operations for inclement weather or other unforeseen emergencies.

### **POLICY:**

It is the Policy of the Borough that inclement weather should not be a cause for the cancellation of municipal services. As such, the following procedure shall apply in all but the most extreme cases:

Municipal offices shall only be closed if the Governor and/or the Mayor declare a "state of emergency" for the Borough.

In certain other situations, inclement weather may pose a potential or perceived threat to the safety of an individual or their family. Employees who reasonably believe that emergency conditions may result in a potential threat to their or their family's safety may utilize "Liberal Leave." Liberal Leave shall be defined as the ability for an employee who reasonably believes that emergency conditions may result in a potential threat to their or their family's safety to utilize: accumulated vacation, accumulated personal time, accumulated flex-time/XTO/comp-time, accumulated sick time or leave without pay in this order of priority, instead of reporting to work as assigned or for leaving work early. Any employee utilizing Liberal Leave time under this policy shall be required to notify his/her Department head and/or the Borough Administrator of his/her intention to use this form of leave of absence.

The Department Head and/or the Borough Administrator shall determine if the request to use Liberal Leave is reasonable given the totality of the circumstances.

This Policy shall not apply to any law enforcement official or employee of the Police Department unless designated by the Chief of Police, nor shall it apply to any employee within the Department of Public Works unless otherwise designated by the Director of Public Works. Additionally, it shall not apply to any employee or class of employees as may be designated on a case-by-case basis by the Borough Administrator.

The Borough Administrator is hereby authorized to promulgate such procedures to implement this Policy as may be needed. Furthermore, the following procedures may be amended by the Borough Administrator or replaced with other language at the Administrator's discretion provided that such amendments are made with notification to the Borough Council and that all affected employees are notified in writing.

**[Refer to Resolution 2004-161]**

## **EMPLOYEE DISCIPLINE**

An employee may be subject to discipline for any of the following reasons:

- Incompetence, inefficiency or failure to perform duties.
- Conviction of a crime.
- Conduct unbecoming a public employee.
- Violation of Borough policies, procedures, and/or regulations.
- Falsification of public records, including personnel records.
- Violation of Federal, State or Borough laws, rules, and/or regulations concerning drug and alcohol use and possession.
- Misuse of public property, including motor vehicles.
- Failure to report an absence.
- Harassment of co-workers, volunteers, and/or visitors.
- Theft or attempted theft of property belonging to the Borough, fellow employees, volunteers or visitors.
- Removal of Borough property without authorization.
- Failure to report for duty one or more days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence.
- Fighting on Borough property at any time.
- Being under the influence of intoxicants (e.g., liquor), non-prescribed prescription medication, or illegal drugs (e.g., cocaine or marijuana) on Borough property and at any time during work hours.
- Possession, sale, transfer or use of intoxicants or illegal drugs on Borough property and at any time during work hours.
- Insubordination.
- Entering the building without permission during non-scheduled work hours.
- Soliciting on Borough premises during work time. This includes, but is not limited to distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and/or sales of products, such as those from Avon, Amway, Girl Scout cookies, etc.
- Careless waste of materials or abuse of tools, equipment or supplies.
- Deliberate destruction or damage to Borough or suppliers' property.
- Sleeping on the job.
- Carrying weapons of any kind on Borough premises and/or during work hours, unless carrying a weapon is a function of your job duties.
- Violation of established safety or fire regulations.
- Unscheduled absence, and chronic or excessive absence.
- Chronic tardiness.
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.
- Defacing walls, bulletin boards or any other Borough or supplier property.
- Substandard performance.
- Unauthorized disclosure of confidential Borough information.
- Gambling on Borough premises or during work hours.

- Horseplay, disorderly conduct and use of abusive and/or obscene language on Borough premises.
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort.
- Unauthorized use of computers, internet, bandwidth or e-mail.
- Smoking in Borough buildings or on Borough grounds with the exception of designated areas.
- Creating or contributing to unsafe or unsanitary conditions.
- Accessing or attempting to access unauthorized information from Borough files or computer systems.
- Lying (making an untrue statement) to a supervisor.
- Other sufficient cause.

The Borough cannot cover every possible work violation in the above rules. The above list, therefore, is not meant to be all-inclusive and each employee is expected to use his/her common sense when carrying out his/her duties. If an employee is unsure what constitutes appropriate behavior in any situation, it is the employee's responsibility to speak to his/her supervisor before engaging in the activity.

An employee may appeal a disciplinary action by means of the procedure set forth in this Handbook for handling grievances, unless an alternative contractual grievance procedure exists, in which case such alternative contractual grievance procedure shall be utilized.

In order to correct undesirable behavior, the following corrective tools may be utilized: oral reprimand; written reprimand; suspension; fine; demotion; and/or dismissal. At the discretion of the Borough, action may begin at any step, and/or certain steps may be repeated or bypassed, depending on the severity and nature of the infraction and the employee's work/disciplinary record.

**Neither this manual nor any other Borough guidelines, policies or practices create an employment contract. Employment with the Borough may be terminated at any time with or without cause or reason by the employee or Borough, subject to the requirements of law.**

## **GRIEVANCE PROCEDURE (NON-UNION EMPLOYEES)**

Unless an employee is subject to a grievance procedure in a Collective Negotiations Agreement, a Borough employee may utilize the review procedure in this section to raise a question or dispute concerning any matter addressed in this Handbook. The question or dispute should first be presented orally by the employee to his/her immediate supervisor who will discuss the matter with the employee. The employee should present the question or dispute promptly, within 5 days of the event which gave rise to the issue. Within five (5) working days after presentation of the grievance, the supervisor will render a decision orally, or in writing, to the employee.

Within five (5) days of the oral or written answer from the immediate supervisor, if the question or dispute is not satisfactorily resolved, the employee shall file a written grievance with the Department Head. The Department Head will arrange a meeting with the employee not later than five (5) working days after receipt of the written grievance to attempt to resolve the grievance. The Department Head shall give a written answer to the employee not later than five (5) working days after the meeting.

Within ten (10) days of the written answer, if the grievance is not resolved, it shall be filed with the Borough Administrator with all supporting documents and decisions below. If appropriate, the Borough Administrator will arrange a meeting with the aggrieved party at a mutually acceptable time to discuss the grievance and attempt to resolve it. If the grievance is not satisfactorily resolved, the Borough Administrator shall give a written answer to the grievance to the employee.

Neither the Borough nor any of its managerial employees will retaliate against any employee due to his/her utilization of this review procedure.

**This process will only pertain to non-unionized employees. Those covered by union contracts are covered by the Grievance clause of their respective contracts.**

## **PHOTO IDENTIFICATIONS**

Photo identifications will be issued by the Borough Administrator's Office to all Borough employees and are to be worn by employees during work hours. New identifications will be issued on a yearly basis during the month of January. When a new identification is issued, the old identification must be returned to the Borough Administrator's Office.

## **DRESS CODE POLICY**

Dress, grooming and personal hygiene must be appropriate for the position. Uniforms are required for certain jobs and are to be worn in accordance with applicable departmental standards. All other employees are required to dress in a manner that is normally acceptable in similar business establishments and consistent with applicable safety standards. Employees shall not wear suggestive attire, athletic clothing, shorts, T-shirts, novelty buttons, baseball hats and similar items of casual attire that do not present a businesslike appearance.

Hair, sideburns, moustaches and beards must be clean, combed and neatly trimmed. Shaggy, unkempt hair is not permissible regardless of length. Tattoos and body piercings, other than earrings, may not be visible. With the advance approval of the Borough Administrator, the Borough will make reasonable religious accommodations that do not violate safety standards. Employees violating this policy shall be required to take corrective action or will be sent home without pay.

## **NO SMOKING POLICY**

The New Jersey Legislature has declared that in all governmental buildings the rights of non-smokers to breathe clean air supersedes the rights of smokers. Smoking is strictly prohibited within all buildings, structures or facilities owned, operated, leased or controlled by the Borough, including but not limited to conference rooms, private offices, restrooms, lunch rooms, hallways, stairways, work areas and any other space within said buildings, structures or facilities.

This smoke-free policy and prohibition shall extend to all normal work day activities of all departments, all evenings, weekends and holidays, and includes the meetings held by any Board, Council or Commission of the Borough.

This smoke-free policy and prohibition shall extend to all court sessions and all special groups or organizations granted permission to use said Courthouse.

This smoke-free policy and prohibition shall also apply to all Borough-owned vehicles.

All Department Heads and Supervisors are responsible for enforcement of said Smoke-Free Policy. Violators of this policy, including said Department Heads and Supervisors, will be subject to disciplinary action.

## **USE OF BOROUGH VEHICLES POLICY**

Borough-owned vehicles shall be used only on official Borough business and all passengers must be engaged in Borough business. An employee who is also employed by another governmental entity may use a Borough vehicle for that employment only if the employment is pursuant to an inter-local agreement between the Borough and the other jurisdiction.

Use of a Borough vehicle by an employee must be approved by the employee's supervisor **prior** to its use. The employee must log the following information when using the vehicle:

1. Time in and out with the vehicle;
2. The mileage before and after its use; and
3. The destination.

In the event a Borough vehicle needs to be driven home by an employee, the employee must obtain the advance approval of the Borough Administrator, except a Department Head may grant a temporary approval to facilitate the employee's responses to after-hours emergency calls. When an employee drives a Borough vehicle to his or her home, it must be used only for official Borough business and for commuting to work/home. There are no other permissible uses for the Borough vehicle.

Employees shall be reimbursed for the use of the employee's personal vehicle for Borough business provided:

1. Use of the personal vehicle is considered necessary and is authorized in advance by the employee's supervisor.
2. A Borough vehicle was not reasonably available when the personal vehicle was used.
3. The employee made a request to use his or her personal vehicle in writing and an adequate record showing the date the vehicle was used, the miles driven and the nature of the trip is maintained and submitted to the Borough Administrator.
4. Reimbursement to employees for use of personal vehicles while on Borough business shall be at the IRS's standard mileage rate.
5. Private automobile mileage reimbursement for Borough business is allowed from the point of origin to the point of destination (but not for commuting between home and work). When Borough business trips originate or terminate at the employee's home because of convenience to the employee, mileage reimbursement to the employee must be the lesser of: (a) an amount based on the distance between home and destination; or (b) an amount based on the distance between office and destination.

## **DRIVER'S LICENSE POLICY**

Any employee or official whose work requires the operation of a Borough vehicle must hold a valid Driver's License.

All new employees who will be assigned work entailing the operating of a Borough vehicle will be required to submit to a Department of Motor Vehicles driving records check as a condition of employment. A report indicating a suspended or revoked license may be cause to deny or terminate employment.

Periodic checks of employees' driver's licenses through visual and formal Department of Motor Vehicles review checks shall be made by the Borough Administrator or designee. Any employee who does not hold a valid driver's license will not be allowed to operate a Borough vehicle until such time as a valid license is obtained.

Any employee performing work, which requires the operation of a Borough vehicle, must notify his/her immediate supervisor in those cases where a license is expired, suspended or revoked and/or who is unable to obtain an occupational permit from the State Department of Licensing. An employee who fails to immediately report such revocation or suspension to their supervisor and continues to operate a Borough vehicle shall be subject to possible termination.

Any information obtained by the Borough in accordance with this section shall be used by the Borough only for carrying out its lawful functions and for other lawful purposes in accordance with the Driver's Privacy Protection Act (18 U.S.C. §2721 et seq.)

## **EMPLOYEE REPORTING REQUIREMENT**

All employees shall be required to report to the Borough if their driver's license is suspended, if they are charged with a violation of N.J.S.A. §39:4-50, DWI, N.J.S.A. §39:4-50.2, Refusal, and/or they are charged with any other Petty Disorderly, Disorderly or Indictable offense. Such report must be made immediately on the first work day following the employee becoming aware of the suspension and/or charges. All non-police employees shall report to the Office of the Borough Administrator and all police employees shall report to the Office of the Chief of Police.

## **BULLETIN BOARD POLICY**

The bulletin boards located in the Borough administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Borough Administrator may post, remove, or alter any notice. Space on the bulletin boards will be provided for the recognized employee bargaining units.

## **PERSONAL BUSINESS AT WORK**

Except in emergency situations, personal business shall be conducted by an employee before and after working hours, or during the lunch or break periods. Except in rare instances where approval has been given by the Borough Administrator, no employee may have a family member present with him/her while on duty.

Any unauthorized use of Borough resources including, but not limited to, telephone, mail, computers, internet, fax machine, or copy machine, shall be subject to discipline.

## **EMPLOYEE EVALUATIONS**

All compensated employees and officials of the Borough shall be evaluated by their Department Head or authorized designee on an annual basis in a format to be determined by the Borough Administrator. The written evaluation shall be reviewed and evaluated by the Department Head prior to the preparation of the annual budget.

The functions of the employee performance evaluation are: to provide probationary employees with timely reports of their progress and allow for correction of deficiencies; to provide all employees with positive recognition of strengths and special abilities and an opportunity to improve deficiencies; to provide an ongoing performance record which may become part of documentation used in making personnel decisions; to provide employees with a way to discuss ways and means of improvement; and cause current job descriptions to be reformulated or maintained. The performance evaluation also provides means to financially recognize above standard performance of employees.

It shall be the responsibility of each Department Head to ensure that employee evaluations are conducted and completed.

## **RESIGNATION**

Any **appointed** employee of the Borough shall tender a minimum of three (3) weeks' notice prior to terminating his/her employment with the Borough.

All other Borough employees who decide to leave the employment of the Borough in good standing shall provide at least two (2) weeks' written notice to the Department Head and the Borough Administrator of their intention to leave.

Any employee who fails to provide notice as outlined in this policy will forfeit any accrued, unused vacation, holiday, and paid time off, and the employee's resignation will be deemed a resignation not in good standing.

Prior to leaving, all arrangements should be made to return the keys and other Borough property to the appropriate Department Head. In addition, an exit interview should be scheduled with the Department Head, Borough Administrator or his/her designee.

During the last two weeks, the employee may not use paid time off except paid holidays.

## **RETIREMENT**

Under State law, all employees must enroll in the New Jersey Public Employees Retirement System (“PERS”) or the Police and Fire Fighters Retirement System (“PFRS”) as applicable. The employee’s contribution to the Plan will be deducted from the employee’s pay. An employee who has completed the required number of years in the applicable pension system and who has reached the required age under the Plan may retire by notifying the Department Head or the Borough Administrator in writing. The State retirement plans request six months advance notice to process the application. All information regarding the Plan may be obtained from the office of the certifying agent of the PERS and PFRS of New Jersey.

Any employee hired prior to April 1, 2016 and who is otherwise eligible for Borough-provided retiree health benefits shall receive retiree health benefits so long as the employee retires from a State-administered pension system with a minimum of 25 years of service in the pension system, or retires on a disability pension.

Employees hired on or after April 1, 2016, who are otherwise eligible for Borough-provided retiree health benefits, who retire on a disability pension, or have a minimum of 25 years of service in the Borough with a minimum of 25 years of service in the pension system shall qualify for Borough-provided retiree health benefits.

Retired employees may elect either the Aetna 15 or the HMO, or their equivalent only, subject to any retired employee contributions for the plan. Upon retirement, Medicare will become primary for the employee/dependent(s) at age 65, and the Borough plan will be supplemental.

This eligibility for Borough-provided retiree health benefits does not alter an employee’s obligation to contribute to retiree health benefits as may be required by Borough policy, collective negotiations agreement, or State law.

Employees wishing to take advantage of the Borough's retirement benefits must provide a letter stating such intention to the Borough Administrator, no later than November 30th of the year prior to retirement. The purpose of this letter is to permit the Borough sufficient time to budget and plan for the many details relating to retirement. Failure to provide adequate notice may result in the denial of benefits.

Upon retirement the employee shall receive payment for accumulated/unused sick leave, as well as accumulated/unused vacation days, as prescribed herein. Effective January 1, 2020, non-union employees will only receive a payout for the prorated share of sick time earned during the retirement year, irrespective of whether the employee received the full allotment of sick days at the beginning of the retirement year.

## **TERMINATION**

A Borough employee's termination of employment with the Borough shall be pursuant to the doctrine of "employment at will." As stated above, the Borough shall have the right to terminate an employee at any time and for any non-discriminatory or otherwise lawful reason, with or without notice, except the Borough shall comply with all Federal and State legal requirements that may require notice and an opportunity to be heard.

The reason(s) for termination shall be fully documented in writing and placed in the employee's personnel file, excluding certain legally privileged documents. The employee shall be given a copy of relevant document(s) and his/her receipt of same shall be acknowledged in writing by the employee, or if the employee refuses to so acknowledge, then by his/her supervisor.

There shall be an exit interview wherein the employee shall complete all necessary forms and return all Borough property, tools, keys, etc. The employee shall be given all compensation due and owing him/her. There shall be written documentation of the giving and receiving of such items including affirmation by the employee that the sum received was the total amount due and owing him/her.

## **WORKFORCE REDUCTION POLICY**

In accordance with law, the Borough may institute layoff actions for economic efficiency or other related reasons, but may first consider voluntary alternatives. Seniority, lateral or other re-employment rights for employees, unless otherwise specified by law or collective bargaining agreement, will be determined by the Borough Administrator.

## **ADMINISTRATION RECORDS/ACCESS TO PERSONNEL FILES**

The official personnel file for each employee shall be maintained by the Borough Administrator. Personnel files are confidential records that must be secured in a locked cabinet and will only be available to authorized managerial and supervisory personnel on a need-to-know basis. Records relating to any medical condition will be maintained in a separate file. Electronic personnel and medical records must be protected from unauthorized access. Any employee may review their file in the presence of the Borough Administrator upon reasonable request.

## **CONFLICT OF INTEREST POLICY**

Employees including Borough officials must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of the Borough. Violations of this policy will result in appropriate discipline, including termination.

The Borough recognizes the right of employees to engage in outside activities that are private in nature and unrelated to Borough business. However, business dealings that appear to create a conflict between the employee and the Borough's interests are unlawful under the New Jersey Local Government Ethics Act. Under the Act, certain employees and officials are required to annually file with the Borough Clerk a State mandated disclosure form. The Borough Clerk will notify employees and Borough officials subject to the filing requirements of the Act.

A potential or actual conflict of interest occurs whenever an employee including a Borough official is in a position to influence a Borough decision that may result in a personal gain for the employee or an immediate relative, including a spouse or significant other, domestic partner, child, parent, stepparent, stepchild, sibling, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are required to disclose possible conflicts so that the Borough may assess and prevent potential conflicts. If there are any questions whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Borough Administrator to obtain clarification.

Specifically, no Borough employee may ask or direct another employee to provide personal services during working hours, nor may an employee provide such services. No Borough employee may accept or permit anyone in the employee's immediate family to accept any gratuity, gift, item or service of monetary value from a vendor, prospective vendor or party to a contract with the Borough or any of its boards or agencies. No Borough employee shall accept any gift, gratuity, item or service of monetary value from a resident or business person in the Borough in consideration for the performance of his or her municipal duties or because of his or her status as a municipal official or employee. A Borough employee shall not accept any discounted merchandise, services, or other item of value from a resident or business person in the Borough in consideration for the performance of his or her municipal duties because of his or her status as a municipal official or employee. Employees are required to report to the Borough Administrator any offer of a donation, gratuity, contribution or gift, including meals and entertainment that is in violation of this policy.

Employees are allowed to hold outside employment as long as it does not interfere with their Borough responsibilities. Employees are prohibited from engaging in outside employment activities while on the job or using Borough time, supplies or equipment in the outside employment activities. The Borough Administrator may request employees to restrict outside employment if the quality of Borough work diminishes. Any employees who holds an interest in, or is employed by, any business doing business with the Borough must submit a written notice of these outside interests to the Borough Administrator.

An employee who believes that any provision of this policy has been violated should report the alleged violation to his or her supervisor or other Borough managerial employee. Violations of this policy will result in appropriate discipline including termination.

### **POLITICAL ACTIVITY POLICY**

Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. Employees are prohibited from engaging in political activities while performing their public duties and from using Borough time, supplies or equipment in any political activity. There are to be no political endorsements publicized in any Borough office or building. At no time should one's position with the Borough be used to influence or solicit votes, regardless of political affiliation. Any violation of this policy must be reported to the supervisor, Department Head, or Borough Administrator.

## **ANTI-NEPOTISM POLICY**

It is the policy of the Borough that the most qualified candidate be hired for each posted position. To that end, the familial relationships of an applicant to any current employee shall never serve as the basis for a hiring decision in favor of such an applicant. Members of an employee's immediate family will not be preferred over equally or better qualified candidates.

This policy is not intended to deprive any citizen of an equal opportunity for a government position, but is intended to eliminate the possibility of preferential treatment being accorded to relatives of Borough managerial employees or officials. It is also the policy of the Borough that immediate relatives shall not be hired, promoted or transferred to a regular full-time or regular part-time position where:

1. One relative would have the authority to appoint, remove, discipline or evaluate the performance of the other;
2. One relative would be responsible for auditing the work of the other; or
3. Other circumstances exist that place the relatives in a situation of actual or reasonably foreseeable conflict of interest.

For purposes of this section, "immediate family/relatives" includes spouse, civil union or domestic partner, mother, father, child, parent, mother-in-law, father-in-law, stepparent, stepchild, sibling, half-sibling, step-sibling, sister-in-law, brother-in-law, grandparents, daughter-in-law, son-in-law, grandchildren, niece, nephew, uncle, aunt, and child of a civil union or domestic partner, whether related by blood, marriage, or adoption or any person related by blood, marriage, or adoption residing in an employee's household.

The Borough may waive the limitations of this policy for good cause upon receipt of a written request containing information setting forth all the facts involved. Any waiver shall be granted by publicly adopted resolution setting forth the relationship involved and the reason for the waiver.

Employees hired before the effective date of this anti-nepotism policy, who are found to be in violation of this policy, shall be allowed to continue working in their current positions. No person shall be hired after the effective date of this policy whose continued employment with the Borough would create a violation of this policy.

## **CELL PHONE USE WHILE OPERATING A BOROUGH VEHICLE**

New Jersey law prohibits talking on a hand-held phone and/or texting while driving. All employees must use hands-free devices and must refrain from texting while driving a Borough vehicle or while performing Borough business in their personal vehicle, in accordance with New Jersey law. Police officers shall follow the policy of the Police Department.

## **E-MAIL, VOICE MAIL AND INTERNET USAGE POLICY**

The Borough's e-mail, voice mail and internet are for official business and use for non-business purposes is prohibited. An exception to this rule concerning non-business use of the Borough's e-mail, voice mail, and internet would be for an employee to engage in an activity protected by the New Jersey Employer-Employee Relations Act during non-working time.

All Borough e-mail, voice mail and internet messages are public records subject to possible disclosure to the public pursuant to the provisions of the Open Public Records Act.

The Borough reserves the right to monitor, obtain, review and disclose all e-mail messages (including from/to personal e-mail accounts, such as America Online, Google Mail or any other e-mail service provider, accessed via Borough computers), computer files, voice mail and Internet messages on the computer and communications systems of the Borough as deemed necessary and appropriate. Employees have no expectation of privacy when using Borough computers, including when they access personal accounts. By using the Borough's e-mail, computer systems, voice mail and the Internet, each user agrees that the Borough has unrestricted access and the right to disclose all information communicated or stored on the e-mail, computer systems, voice mail and the Internet for any security, health, employment or other legitimate business reasons.

Legitimate reasons also include systems maintenance, message routing, retrieval of business information, trouble-shooting hardware and software problems, preventing system misuse, protecting confidential proprietary information, ensuring compliance with software license policies and complying with legal and regulatory requests for information.

Carefully read these guidelines and the Borough's policies summarized in this Handbook, including but not limited to, the Anti-Harassment and Workplace Violence Policies, and ensure that your use of the Borough's e-mail, voice mail, and internet is consistent with these policies. Inappropriate use of the Borough's e-mail, voice mail, and internet that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Due to potential for issues such as invasion of privacy (employees, visitors, residents) or interference with criminal and/or other ongoing investigations, employees may not take, distribute, or post photographs, other digital images, video recordings, or audio recordings while on working time. Employees also may not take photographs or other digital images or make video or audio recordings of work areas. However, this rule does not prohibit the taking, distribution, or posting of photographs, digital images, video recordings, or audio recordings by employees as part of their officially assigned or regular or permitted duties. An exception to the rule concerning photographs, digital images, and recordings of work areas would be for an employee to engage in an activity protected by the New Jersey Employer-Employee Relations Act during non-working time, such as taking photographs of health, safety, and/or working condition concerns.

## **SOCIAL MEDIA POLICY**

The Borough understands that social media can be a fun and rewarding way to share life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, the Borough has established these guidelines for appropriate use of social media.

This policy applies to all Borough employees.

### **Guidelines:**

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web blog or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Borough, as well as any other form of electronic communication.

The same principles and guidelines found in the Borough's policies apply to a Borough employee's activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects its vendors, visitors, or people who work on behalf of the Borough or its legitimate business interests may result in disciplinary action up to and including termination.

### **Know and follow the rules:**

Carefully read these guidelines and the Borough's policies summarized in this Handbook, including but not limited to, the E-Mail and Internet Usage Policy, Anti-Harassment and Anti-Sexual Harassment, and Workplace Violence Policies, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence, or similar inappropriate or unlawful conduct will not be tolerated, and may subject you to disciplinary action up to and including termination.

### **Be respectful:**

Always be fair and courteous to Borough employees, vendors, visitors, or people who work on behalf of the Borough. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages Borough employees, citizens or business associates, or that might constitute harassment. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy, sex, gender identity or expression, disability, service in the Armed

Forces of the United States, and/or any other characteristic/trait protected under State or Federal law.

**Be honest and accurate:**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Borough, fellow employees, vendors, visitors, and other individuals having business with the Borough.

**Post only appropriate and respectful content:**

Maintain the confidentiality of any private or confidential information concerning the Borough. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Do not create a link from your blog, website or other social networking site to the Borough website without identifying yourself as a Borough employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the Borough without prior written authorization from the Borough Administrator. You may not post content that could reasonably be attributed to the Borough without prior written authorization from the Business Administrator. If the Borough is a subject of the content you are creating, be clear and open about the fact that you are a Borough employee and make it clear that your views do not represent those of the Borough or any of its employees, vendors, or visitors. If you do publish a blog or a post online related to the work you do or subjects associated with the Borough, make it clear that you are not speaking on behalf of the Borough and include a disclaimer such as “[T]he postings on this site are my own and do not reflect the views of the Borough of Glen Ridge.”

**Using social media at work:**

Social media activities are not permitted during working hours, including accessing social media sites though Borough owned or personal equipment during a work shift, unless otherwise previously authorized by your manager. It is not permissible to use Borough email addresses to register on social networks, blogs or other online tools utilized for personal use.

**Discipline for Violations:**

The Borough will investigate and respond to all reports of violations of the Social Media Policy and other related policies. Violations of this policy and other related policies will result in disciplinary action up to and including termination.

**Retaliation is prohibited:**

The Borough prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

## **HEALTH INSURANCE POLICY**

**UNION EMPLOYEES SHALL BE GOVERNED BY THE COLLECTIVE NEGOTIATIONS AGREEMENT COVERING THE TERMS AND CONDITIONS OF THEIR EMPLOYMENT.**

All regular, full-time permanent employees and their immediate family members are provided health insurance coverage through the Borough. The complete benefit plan is on file in the Borough Administrator's Office and a Summary Plan Description will be provided to all employees. Employee payments towards health benefits shall be determined at the time of hire. Benefit levels or employee contributions for non-unionized employees are subject to change at the discretion of the Borough Council.

Health insurance coverage for employees on a Leave of Absence, or who cease to be employed with the Borough, will terminate at the end of the month in which the leave begins or when employment with the Borough is terminated, except coverage will continue as required by the Family and Medical Leave Act and the New Jersey Family Leave Act, for certain types of Military Leave, and/or under any other applicable laws. Upon termination of coverage, employees may extend health insurance coverage for themselves or their dependents by taking advantage of the COBRA provision for a period of up to 18 months. For more information, consult the Borough Administrator.

Effective January 1, 2020, the CJHIF Plan (or its equivalent) with the Aetna HMO Plan (or its equivalent) will be the base plan. Any employee electing to enroll in or remain in a different plan offered by the CJHIF (or its equivalent) which has higher premium costs must pay the difference between the Aetna HMO (or its equivalent) and the higher cost Plan selected. All employees shall be required to contribute towards the costs of the premium for all health insurance provided under this Article pursuant to Public Law 2011, Chapter 78, and in no instance will the contributions for all health insurance received under this Agreement be less than 1.5% of his/her salary.

## **JURY DUTY POLICY**

Employees summoned for jury duty are excused from their regular duties for the duration of said service without loss of pay. Pursuant to N.J.S.A. §2B:20-16, employees shall not collect any juror fee in payment for jury duty. Employees excused on half-day or more from jury duty shall return to work for the remainder of the day. The employee must submit a copy of the subpoena and proof of jury service to the supervisor for inclusion in the personnel file.

## **ON THE JOB INJURY/WORKER'S COMPENSATION**

If an employee is injured or becomes ill, arising out of and during the course of his/her employment, the following procedures shall be applied:

1. The employee shall notify his/her supervisor of the work related injury or illness as soon as possible after the injury, and file an accident report.
2. Any employee who is disabled because of a work related injury or illness shall be granted a leave of absence with full pay for a period not to exceed seven (7) calendar days. Employees governed by collective negotiations agreements might have different provisions that apply to their position.
3. Employees who are injured while off-duty and exhaust all of their sick days may use any accrued vacation, personal, and/or birthday days until they are exhausted or until the employee returns to work, whichever comes first.

## **TERMINAL LEAVE**

All full time Borough employees who retire after having completed at least ten (10) years of service with the Borough, except the employee who retires on a disability pension, and whose application for retirement benefits has been approved by the NJ State Division of Pensions, shall be entitled to a terminal leave with pay from the Borough on the following basis:

1. For the first ten (10) years of completed service, twenty (20) working days allowance; and
2. For each additional year of completed service, thereafter, two (2) working days allowance.

Terminal Leave must be used prior to an employee's effective date of retirement. If the terminal leave shall carry over into a new calendar year, said employee shall be entitled solely to the benefit earned, including rate of pay, or acquired prior to the time that terminal leave commenced. Consistent with Borough past practice, if the terminal leave period encompasses a Borough Holiday, the employee will only receive the terminal leave day, and not the Holiday. Further, Holidays will not extend an employee's terminal leave.

Terminal Leave shall be in addition to normal vacation benefits.

## **RECEIPT AND ACKNOWLEDGMENT OF POLICY**

I acknowledge that I have received a copy of the Borough of South River's Employee Handbook. I agree to read it thoroughly, including the statements in the foreword describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from the Borough Administrator.

I understand that the purpose of this Handbook is to inform me about the Borough's current policies and procedures, and that nothing in this Handbook constitutes an employment contract or agreement to maintain any current level of benefit. I further understand that this Handbook is meant as a guideline only and does not create a promise of future benefits or a binding contract with the Borough for any purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time with or without prior notice to me.

I understand that the Borough is an "at will" employer and as such, unless I am covered by a collective negotiations agreement or other statutory protection, employment with the Borough is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No Supervisor or other representative of the Borough, with the exception of the Mayor or his designee in writing and in compliance with law, has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

**I understand that if I am covered by a collective negotiations agreement, the terms of that agreement will govern when in conflict with the provisions herein.**

Please sign and date this receipt and return it to the Borough Administrator.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Department: \_\_\_\_\_

## **BOROUGH OF SOUTH RIVER EMPLOYEE COMPLAINT FORM**

Date\_\_\_\_\_

**Attach additional sheets if necessary to fully complete all questions**

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NAME: \_\_\_\_\_ DEPARTMENT: \_\_\_\_\_

TITLE: \_\_\_\_\_ SUPERVISOR: \_\_\_\_\_

Time period covered by this complaint: \_\_\_\_\_

**Individuals who allegedly committed the acts being complained of:**

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**Describe the nature and dates of the acts allegedly committed by each individual:**

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**Identify all persons with knowledge of the complained conduct:**

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**Are there any documents or other evidence that supports the occurrences described above?**

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**If you previously complained about this or related acts to a supervisor or official, please identify the individual to whom you complained, the date of the complaint, and any action taken.**

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**Have you missed any time from work or incurred any un-reimbursed medical expenses as a result of the alleged acts?**

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**Are you afraid that someone may retaliate against you because you filed this complaint? If so, please identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.**

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**What is your requested remedy for this complaint?**

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### **ACKNOWLEDGMENT**

The information provided above is true and correct to the best of my knowledge.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

To investigate your complaint, it will be necessary to interview you, the accused party, and any witnesses with knowledge of the allegations or defenses. The Borough has a compelling interest in protecting the integrity of its investigations. In every investigation, the Borough has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. The Borough may determine in some circumstances that it must maintain strict confidentiality with respect to the investigation. If the Borough reasonably imposes such a requirement and you do not maintain such confidentiality, you may be subject to disciplinary action up to and including immediate termination.

I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence is deemed relevant.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_