



OCTOBER 2021

**BOROUGH OF STONE HARBOR**  
EMPLOYEE HANDBOOK



## **EMPLOYEE HANDBOOK**

### **DISCLAIMER**

The purpose of this Handbook is to acquaint employees with his/her employment for the Employer. The policies and practices contained in this Handbook are only guidelines and maybe canceled or changed by the Employer at any time with or without notice. This Handbook is not intended to nor does it create an employment contract between the Employer and any of its employees.

### **THIS HANDBOOK IS NOT A CONTRACT OF EMPLOYMENT.**

**Except as otherwise provided by a collective bargaining agreement or applicable law, all employees are employees at-will. This means that any employee may voluntarily terminate his/her employment at any time, for any reason. It also means that the Employer may terminate any employee's employment at any time, with or without good cause. Nothing contained in this Handbook constitutes a contractual right, express or implied. No provision contained in this Handbook or any other policy or procedure may be changed by any oral statement but must be in writing signed by an authorized representative of the Employer.**

The Employer retains all rights to discharge or discipline employees. As an employee of the Employer, you agree to conform to all applicable policies, procedures, rules, regulations, statutes and collective negotiations agreements.

This Handbook is not meant to affect, or to be a comprehensive description of local, State or federal statutes, rules or regulations, disciplinary procedures, employment benefits, workers' compensation, leaves from employment, employee compensation, the policies, practices and procedures of the Employer, or collective negotiations. Employees' rights and responsibilities are always governed by existing law and any applicable collective negotiations agreement or established past practice. Nothing in this Handbook provides legal rights in addition to those, if any, provided to employees under local, State or federal statutes, rules, regulations, collective negotiations agreements or established past practice. If any part of this Handbook conflicts with local, State or federal statutes, rules, regulations, executive orders, a collective negotiations agreement or established past practice, the part of the Handbook which conflicts with a local, State or federal statute, rule, regulation, collective negotiations agreement or established past practice will be null and void as it applies to the affected group of employees. Likewise, if at any time, any local, State or federal statutes, rules, regulations, executive orders or collective negotiations agreement should be amended, this Handbook will be deemed to have been likewise amended, even though actual changes to the Handbook have not been made.

The Employer recognizes that many of its employees' terms and conditions of employment are governed by collective negotiations agreements and established past practices. This Handbook does not supersede or affect any term or condition of employment that may exist

in any collective negotiations agreement or that may have been established through past practice. If any part of this Handbook conflicts with any term or condition of employment expressly set forth in a collective negotiations agreement or established through past practice, that part of the Handbook will be null and void as it applies to the affected group of employees.

In the event of a declared State of Emergency or otherwise, if any local, State or Federal statute, rule, regulation or Executive Order temporarily amends, alters, suspends or discharges any of the terms set forth in this Employee Handbook, the terms and provisions herein shall be similarly temporarily amended, altered, suspended and or discharged, without the need for formal written amendment of this Employee Handbook.

Employees in Collective Negotiations Units - Many employees have job titles where the terms and conditions of employment are governed by a collective negotiations agreement between the Employer and the recognized collective negotiations unit(s). If an employee's job title is part of a recognized bargaining unit, the employee should always consult his/ her collective negotiations agreement, if applicable.

Non-Contractual Employees - An employee whose job title is not the subject of a collective negotiations agreement should consult the Municipality's Administrative Code and any applicable local, State or Federal statutes, rules and regulations.

Volunteers - Many of the policies in this handbook shall also apply in equal force to volunteers of the Employer. [NOTE: the definition of volunteers should be based on the individual municipality's structure as it relates to volunteers, including volunteer fire departments]

This Handbook shall apply to all employees of the Employer, including part-time, seasonal and/or temporary employees.

When changes are made to this Handbook, the Employer will make any corresponding changes to the Personnel Manual that are necessary so that the Manual and Handbook do not conflict.

All employees will be notified when any material changes are made to the policies contained in this Handbook.

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## **I. ANTI-DISCRIMINATION POLICIES**

### **A. Equal Opportunity**

The Employer is committed to providing equal opportunity through its employment practices and through the many activities, programs, and services it provides to the community. The Employer will make all personnel decisions without regard to race, creed, color, national origin, ancestry, religion, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, sex, gender identity or expression, disability (including perceived disability, physical, mental, and/or intellectual disabilities, AIDS or HIV infection), pregnancy, childbirth, breastfeeding, political affiliation (to the extent protected by law), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status, or any other group status protected by law, unless required by a bona fide occupational qualification.

The Employer will ensure that personnel decisions are made in accordance with principles of Equal Employment Opportunity by imposing only nondiscriminatory job requirements. The Employer will not discriminate with regard to any term, condition or privilege of employment, including compensation. Employer-sponsored training, education, tuition assistance, and social and recreation programs will be administered without discrimination. The Employer has an Affirmative Action Officer (“AAO”), who is assigned overall responsibility of the Affirmative Action Program. Any employee or applicant with a question or grievance should contact the Affirmative Action Officer at:

Robert Smith, Borough Administrator, (609) 368-6800 x721

### **B. Americans with Disabilities Act**

In compliance with the Americans with Disabilities Act (“ADA”), the ADA Amendments, and the New Jersey Law Against Discrimination (“NJLAD”), the Employer does not discriminate based on disability. The Employer will endeavor to make every work environment handicap accessible and consider reasonable accommodations, when appropriate. Future construction and renovation of facilities will be in accordance with the ADA Accessibility Guidelines, as well as the ADA Amendments Act.

### **C. “Whistleblower” Policy**

Under the New Jersey Conscientious Employee Protection Act (“CEPA”), N.J.S.A. 34:19-1, it is unlawful for an employer to discharge, suspend, demote, or take other action against an employee because they disclose a policy or practice they reasonably believe is a violation of law, rule, or regulation pursuant to law. CEPA also protects employees who provide information to a public body conducting an investigation into a violation of a law or rule, or if an employee refuses to participate in any activity that the employee believes is in violation of a law, is fraudulent or criminal, or is against public policy concerning public health, safety or welfare. Reprisals against anyone who makes a complaint under this policy will not be tolerated and

violators of the policy will be subject to discipline, up to and including termination, and may be subject to any other liability authorized under applicable law.

## **II. ANTI-HARASSMENT POLICY**

The Employer has committed to a workplace free from harassment that is based on race, creed, color, religion, sex, gender identity or expression, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, disability (including perceived disability, physical, mental, and/or intellectual disabilities, AIDS or HIV infection), pregnancy, childbirth, breastfeeding, political affiliation (to the extent protected by law), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status or any other group status protected by law. Any such harassment is a violation of federal and State anti-discrimination laws and will not be tolerated by the Employer. This policy applies to all employees as well as to any individuals who may come in contact with employees. Reprisals against anyone who makes a complaint under this policy will not be tolerated and violators of the policy will be subject to discipline, up to and including termination, and may be subject to any other liability authorized under applicable law.

Additionally, it is a violation of this policy to engage in sexual (or gender-based) harassment of any kind, including hostile work environment harassment, quid pro quo harassment, or same-sex harassment. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example,

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of prohibited behaviors that may constitute sexual harassment and are therefore a violation of this policy include, but are not limited to:

1. Generalized gender-based remarks and comments;
2. Unwanted physical contact such as intentional touching, grabbing, pinching, brushing against another's body or impeding or blocking movement;
3. Verbal, written or electronic sexually suggestive or obscene comments, jokes or propositions including letters, notes, e-mails, text messages, invitations, gestures or inappropriate comments about a person's clothing;

4. Visual contact, such as leering or staring at another's body; gesturing; displaying sexually suggestive objects, cartoons, posters, magazines or pictures of scantily-clad individuals; or displaying sexually suggestive material on a bulletin board, on a locker room wall, or on a screen saver;
5. Explicit or implicit suggestions of sex by a supervisor or manager in return for a favorable employment action such as hiring, compensation, promotion, or retention;
6. Suggesting or implying that failure to accept a request for a date or sex would result in an adverse employment consequence with respect to any employment practice such as performance evaluation or promotional opportunity; or
7. Continuing to engage in certain behaviors of a sexual nature after an objection has been raised by the target of such inappropriate behavior.

Any employee found to have violated any portion or portions of this policy may be subject to appropriate administrative and/or disciplinary action which may include, but which shall not be limited to: referral for training, referral for counseling, written or verbal reprimand, suspension, reassignment, demotion or termination of employment. Referral to another appropriate authority for review for possible violation of federal and State statutes may also be appropriate.

Employee Responsibilities – The Employer cannot address or correct harassing conduct that it is not aware of. Any employee who believes that he/she has been subjected to any form of prohibited discrimination/harassment, or who witnesses others being subjected to such discrimination/harassment, or otherwise has knowledge of others being subjected to such discrimination/harassment is expected to promptly report the incident(s) to a supervisor or directly to the Employer's Equal Employment Opportunity/Affirmative Action Officer or to any other persons designated by the Employer to receive workplace discrimination complaints. Specifically, employees are encouraged to utilize the attached Discrimination Complaint Processing Form.

All employees are expected to cooperate with investigations undertaken pursuant to this section. Failure to cooperate in an investigation may result in administrative and/or disciplinary action, up to and including termination of employment.

Supervisor Responsibilities – Supervisors shall make every effort to maintain a work environment that is free from any form of prohibited discrimination/harassment. Supervisors shall immediately refer allegations of prohibited discrimination/harassment to the Employer's Equal Employment Opportunity/Affirmative Action Officer, or any other individual designated by the Employer to receive complaints of workplace discrimination/harassment. A supervisor's failure to comply with these requirements may result in administrative and/or disciplinary action, up to and including termination of employment.

For purposes of this section, a “supervisor” is defined broadly to include any manager and/or other individual who has authority to control the work environment of any other staff member.

Investigation of Complaints – Any complaint made under this section shall be investigated by the Employer in a manner consistent with the New Jersey State Model Procedures for Internal Complaints Alleging Discrimination in the Workplace. Additionally, all complaints and investigations shall be handled, to the extent possible, in a manner that will protect the privacy interests of those involved. To the extent practical and appropriate under the circumstances, confidentiality shall be maintained throughout the investigatory process. In the course of an investigation, it may be necessary to discuss the claims with the person(s) against whom the complaint was filed and other persons who may have relevant knowledge or who have a legitimate need to know about the matter. All persons interviewed, including witnesses, shall be directed not to discuss any aspect of the investigation with others in light of the important privacy interests of all concerned. Failure to comply with this confidentiality directive may result in administrative and/or disciplinary action, up to and including termination of employment.

### **III. CONDUCT OF EMPLOYEES**

#### **A. Ethical Conduct**

Pursuant to the provisions of the Local Government Ethics Law:

1. No employee or member of his or her immediate family will have an interest in a business organization or engage in any business, transaction or professional activity, which is in substantial conflict with the proper discharge of his or her duties in the public interest.
2. No employee should use or attempt to use his or her official position to secure unwarranted privileges or advantages for him or herself or others.
3. No employee should act in his or her official capacity in any matter wherein he or she, a member of his or her immediate family, or business organization in which he or she has an interest, has a direct or indirect personal or financial interest that might reasonably be expected to impair his or her objectivity or independence of judgment.
4. No employee should undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his or her independence of judgment in the exercise of his or her official duties.
5. No employee, member of his or her immediate family, or business organization in which he or she has an interest, should solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan contribution, service, promise or other thing of value was given or offered for the purpose of influencing him or her directly or indirectly in the discharge of his or her official duties.

6. No employee will use, or allow to be used, his or her public employment, or any information, not generally available to members of the public, which he or she receives or acquires in the course of and by reason of his or her employment, for the purpose of securing financial gain for himself or herself, any member of his or her immediate family, or any business organization with which he or she is associated.
7. No employee or business organization in which he or she has an interest will represent any person or party other than the Employer in connection with any cause, proceeding, application or other matter pending before any agency in the local government in which he or she serves. An employee or members of his or her immediate family may represent himself or herself in proceedings concerning the employee's own interests.

### **B. Political Activity**

Pursuant to New Jersey law governing elections, no holder of a public office or position will demand payment or contribution from another holder of a public office or position for the campaign purpose of any candidate or for the use of any political party.

No employee will directly or indirectly use or seek to use his or her position to control or affect the political action of another person or engage in political activity during working hours. No employee whose principal employment is in connection with a program financed in whole or in part by Federal funds or loans, will engage in any of the following prohibited activities under the "Hatch Act":

1. Using official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;
2. Directly or indirectly coercing, attempting to coerce, commanding or advising an officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purposes; or
3. Being a candidate for public office in a partisan election.

The Hatch Act, 5 U.S.C. 1501 et seq., is enforced by the Special Counsel of the United States Merit System Protection Board. Department Heads or supervisors can advise an employee if his/her position is federally-funded.

Nothing in this policy shall be construed as restricting employees from engaging in lawful, political activity while outside of working hours and outside of their official job duties.

## **IV. CONDITIONS OF EMPLOYMENT**

### **A. Job Description Policy**

A job description, including qualifications, shall be maintained for each position. A copy of an employee's job description shall be made available upon request.

## **B. Hours of Work**

The working hours of individuals employed by the Employer are determined by the governing body and in accordance with the requirements of each Department and provisions of any applicable collective negotiations agreement.

### **a. Overtime**

Non-exempt employees may be eligible for overtime. Overtime is scheduled and authorized by an employee's Department Head and/or designated representative for hours worked in excess of forty (40) within a workweek. If an employee is required to work overtime, the employee may be compensated by pay or by compensatory time, in accordance with the applicable collective bargaining unit contract and applicable statutes. All scheduled overtime must be approved in advance by the employee's Department Head or designee.

Managerial employees, administrative employees, and professional employees are not legally eligible for compensatory time and/or overtime pay.

### **b. Attendance and Tardiness**

Regular and timely attendance of all employees is essential to ensure that each Department operates at maximum efficiency. When an employee becomes aware that he/she will not be able to report to work or will be late, the employee's immediate supervisor must be advised in accordance with their Department's policy and shall, in no circumstances, be less than fifteen (15) minutes prior to the scheduled starting time.

Repeated or chronic absenteeism, lateness, and/or falsification of time (including misuse and/or fraudulent use of time capturing devices) shall be grounds for disciplinary action up to and including removal from employment.

### **c. Inclement Weather Policy**

Absent a "state of emergency" as declared by the Governor of the State of New Jersey, all employees are expected to report to work every day as scheduled, regardless of weather conditions. Notwithstanding, in the event of unsafe conditions, the Employer may authorize Department operations to close earlier than the normal working hours. Additionally, if conditions exist prior to scheduled openings the Department Head shall notify employees of the delayed opening.

If an employee chooses not to report for work due to inclement weather conditions, he/she may utilize accumulated compensatory time, a vacation day, and/or a personal day.

This provision does not apply to personnel who may be required to assist in an emergency, or otherwise designated "essential personnel."

### **C. Job Performance Evaluations**

Employees will be formally evaluated once each year. Upon completion of this evaluation, each employee shall be notified and will be given the opportunity to review the evaluation, and the development of performance objectives with the supervisor and/or Department Head.

### **D. Resignation and Reemployment**

Employees may resign in good standing by giving their immediate supervisor at least fourteen (14) days advance written notice. The Employer may waive this requirement and consent to a shorter notice. If an employee resigns without giving the required notice, he/she will be considered to have resigned not in good standing.

Employees who resign will be notified by the Employer as to the status of various employee benefits. At times, an exit interview may be held.

Permanent employees who resign in good standing may, within three (3) years of such action, request consideration for reemployment by indicating availability to the Employer.

### **E. Personnel Records**

The contents of individual employee personnel records are strictly confidential and will be disclosed by the Employer only when the information is requested as a matter of inquiry by a law enforcement agency, a representative of the Armed Forces, or as required by court order or any other law. Any medical documentation is confidential and shall be maintained in a separate file.

An employee may review the contents of his/her personnel file after first making an appointment with his/her Department Head. Employees or personnel authorized by employees requesting a copy of their personnel file will be charged the current established fee for photocopies. Additionally, all inquiries and written requests for references or employment verification from current or former employees, prospective employers of current or former employees, governmental agencies, or other organizations such as a financial or lending institution, should be directed to the employee's Department Head. In a response to a request for information, the Employer will only verify an employee's name, dates of employment, job title, department, status, and salary. No other data or information will be furnished unless: (i) the Employer is required to release the information by law; or (ii) the employee or former employee authorizes the Employer, in writing, to furnish this information and releases the Employer from liability.

### **F. Appearance Policy**

Employees are expected to present themselves in a neat, business-like manner and shall dress appropriately for the work they perform. At the discretion of the Employer, individual Departments may implement specific dress code requirements. Uniforms, where required, shall be worn in accordance with applicable departmental standards.

Employees violating this policy shall be required to take corrective action, or will be sent home without pay.

### **G. Vehicle Use Policy**

Employer vehicles are assigned to employees for use during the performance of official Employer business only. Any employee who utilizes an Employer-assigned vehicle for personal use may be subject to disciplinary action. Additionally, the employee to whom a vehicle is assigned is the party responsible for its security and maintaining it in a safe operating condition. Vehicles may only be taken home with the advance approval of the Employer.

Driver's License Policy - Any employee whose work requires the operation of an Employer-assigned vehicle, or the operation of their own vehicle for Employer business, must hold a valid New Jersey State Driver's License. Such employees shall be required to submit to a driving records check by the New Jersey Motor Vehicle Commission as a condition of employment. Periodic checks of employees' drivers' licenses will also be made.

Employees who drive their own vehicle for Employer business must provide the Employer with a copy of their current Certificate of Insurance evidencing liability limits of \$300,000 Bodily Injury & Physical Damage and \$300,000 Uninsured/underinsured motorist. Employee must notify management immediately if their personal auto insurance policy terminates. Drivers are required to notify their immediate supervisor in those cases where a license is expired, suspended, or revoked for any reason. Failure to report such an instance subjects the employee to disciplinary action, up to and including termination. Any employee who does not hold a valid New Jersey Driver's License shall not be allowed to operate an Employer-assigned vehicle until such time as a valid license is obtained.

### **H. Computer Usage**

In order to provide a viable data and communication system for the Employer that supports the needs of all departments, security and confidentiality of the information must not be compromised. Security is a major concern throughout every office of the Employer and its employees. This provision shall apply to the day-to-day operations of all the Employer's information and technology equipment, as well as mobile or portable units. Although this policy comprehensively addresses current security concerns, impending and future system developments may require additional security considerations.

Every employee must be cognizant of the potential for civil liability inherent in the dissemination of information obtained through the Employer's information systems. The Employer reserves the right to prosecute, in a civil or criminal manner, as well as discipline in accordance with the Employer's rules and regulations, any employee who violates any section of this provision.

The Employer shall have the express right to access any electronic information device utilizing any administrative or user password for the purpose of troubleshooting, supporting or maintaining the computer network or while investigating an incident or violation of this policy.

All electronic information devices, their contents, e-mail or electronic correspondence originating from or arriving on a device owned or authorized on the Employer's computer network, is the property of the Employer and is subject to entry and inspection without notice. Any data or information created or stored on the Employer's computer network becomes the sole property of the Employer. Ownership of said data is forfeited and all rights to ownership are surrendered to the Employer.

In order to ensure that the Employer's electronic network is being used only for legitimate business purposes, the Employer reserves the right to enter or search any computer file, the e-mail system, and/or monitor computer and e-mail use. Accordingly, no employee should have any reasonable expectation of privacy regarding their use of the Employer's computer or when utilizing the Employer's computer network, including, but not limited to, electronic mail. All such documents or information may be subject to the provisions of the Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq.

Further, Employer business which is conducted by an employee on his or her personal computer or device is subject to this policy and may be subject to the provisions of OPRA.

### **I. Social Networking Policy**

For purposes of this policy, a social network is defined as a site that uses internet services to allow individuals to construct a profile within that system, define a list of others users with whom they share some connection, and view and access their list of connections and those made by others within that system. The type of network and its design vary from site to site. Examples of the types of internet based social networking activities include: blogging, networking, photo sharing, video sharing, microblogging, podcasting, as well as posting comments on the sites. The absence of, or lack of explicit reference to a specific site or activity does not limit the extent of the application of this provision.

The use of the internet and social networking sites, including but not limited to Snapchat, Facebook, and Twitter, is a popular activity; however, employees must be mindful of the negative impact of inappropriate or unauthorized postings upon the Employer and its relationship with the community. This provision identifies prohibited activities by employees on the internet where posted information is accessible to members of the general public, including, but not limited to, public postings on social networking sites.

Specifically, the Employer reserves the right to investigate postings, private or public, that violate workplace rules, such as the prohibition of sexual harassment and other discriminatory conduct, where such postings lawfully are made available to the Employer by other employees or third parties. Employees should use common sense in all communications, particularly on a website or social networking site accessible to anyone. If you would not be comfortable with your supervisor, coworkers, or the management team reading your words, you should not write them.

Be advised that employees can be disciplined for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by agency employees or any individual who views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment. What you say or post on your site or what is said or posted on your site by others could potentially be grounds for disciplinary action, up to and including termination. However, nothing in this social networking policy is designed to interfere with, restrain, or prevent social media communications during non-working hours by employees engaging in protected concerted activities regarding wages, hours, or other terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act or to prevent communications which are protected by the First Amendment freedom of speech clause, unless such communications are made as part of the employees' official job duties.

#### **V. DRUG- AND ALCOHOL-FREE WORKPLACE POLICY**

The possession or use of unlawful drugs and the abuse of alcohol pose a threat to the health and safety of all employees. To that end, the Employer has adopted a Drug and Alcohol Free Workplace Policy and all employees are subject to the rules and regulations set forth in that policy. Specifically, the manufacturing, distribution, dispensing, and/or use of alcohol or unlawful drugs on the Employer's premises, or during work hours, by employees is strictly prohibited.

Any employee who is observed by a supervisor or Department Head to be intoxicated or under the influence of alcohol and drugs during working hours, or is under reasonable suspicion of same, shall be immediately tested and is subject to discipline, up to and including termination. Employees who are required to maintain a Commercial Driver's License ("CDL") are subject to random drug testing as required by the federal government. Refusal to submit to testing when requested may result in immediate disciplinary action, including termination.

The full Drug and Alcohol Free Workplace Policy and the CDL Drug and Alcohol Testing Policy are both available for review in the Employer's Personnel, Policies and Procedures Manual.

#### **VI. COMPENSATION AND BENEFITS**

All employees who belong to collective negotiations units are entitled to the compensation and benefits described within the applicable collective negotiations agreement.

Other full-time non-contractual employees may be eligible for the benefits as provided by the Employer, subject to the rules and regulations governing the same, with the understanding that these benefits can be changed at any time by the Employer.

In connection with health benefits, the employer may require employees to re-enroll on an annual basis in order to verify proper coverage for employees and their eligible dependents. Employees shall notify the Employer of any change in circumstances affecting their coverage, e.g., birth, death, divorce, or a covered dependent reaching the age of twenty-six (26). The

Employer reserves the right to conduct a coverage audit to verify proper coverage for employees and eligible dependents.

## **VII. PAID AND UNPAID LEAVE**

Family leave, military leave, illness, intermittent, and other such leaves of absence shall be granted in accordance with federal and State Laws/regulations, collective negotiations agreements, and any other guidelines that may be established by the Employer.

### **A. Paid Holidays**

All eligible employees shall enjoy holidays with pay, to be observed on the dates specified annually by the Employer, or as otherwise outlined in the applicable collective negotiations agreement. Employees must have accountable time before and after the designated holiday to be eligible for this benefit.

Employees are entitled to the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The Employer reserves the right to change or delete the holidays set forth above.

### **B. Sick Leave**

#### Full-Time Employees:

All permanent full-time employees employed on January 1 shall be entitled to annual paid sick leave to be credited at the beginning of that calendar year. All employees who are not covered by the provisions of a collective bargaining agreement shall be compensated for sick leave as follows:

- a. Employees hired after January 1, 1992 shall be entitled to such leave with pay

for up to fifteen (15) days in any calendar year. Employees who are under this policy shall be able to carry over unused sick time to a Catastrophic Sick Leave Bank (see c. below). This sick leave may be used for a serious illness in which the employee will be hospitalized or absent more than five days. There is no cash value to this accumulated sick leave. Days shall be defined for sick leave as the employee's normal work schedule (i.e. 6.5 hours or 8 hours per day). Sick leave may be used for no less than one-quarter hour.

- b. Employees hired prior to January 1, 1992 and employed on January 1, 2008 shall be entitled to such leave with pay for up to fifteen (15) days in any calendar year and these employees shall be able to carry over unused sick time to the following year. In addition to the above, they shall receive 10 sick days for every full or partial year worked as shown in their PERS or PFRS December 31, 2007 statement. The adjustment on January 1, 2008 is a one-time adjustment to bring all employees not covered by a collective bargaining agreement into alignment under the Borough's sick leave policy and to discontinue the previous policy that allowed for up to one year sick leave. The CFO shall provide a statement at the beginning of each year for each employee stating the number of days in each category. There is no cash value for accumulated sick leave. \*\*\* *modified 1/2/2008 Resolution 2008-S-24*
- c. Time accumulated in the employees' Catastrophic Sick Leave Bank may be used for serious illnesses only. Serious Illness is defined as the requirement for hospitalization or an illness or injury that requires an absence of more than five (5) days. A doctor's certification is required to use this leave time. This time cannot be used for leave time of less than five (5) days.

#### Part-Time Employees:

For every 30 hours worked, an employee shall accrue one hour of sick leave. An employee may accrue or use in any year, or carry forward from one year to the next, no more than 40 hours of earned sick leave.

The Employer permits an employee, pursuant to N.J.S.A. § 34:11D-3(a), to use the earned sick leave accrued for any of the following instances:

- (1) Time needed for diagnosis, care, or treatment of, or recovery from, the employee's own mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
- (2) To aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- (3) If an employee or a family member are a victim of domestic or sexual violence, and are obtaining services from a designated domestic violence agency or other victim

services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence;

(4) Closure of an employee's workplace, or of the school or place of care of an employee's child, due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others; or

(5) If an employee needs to attend a school-related conference, meeting, function or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

In regard to the above, the Employer requires three (3) days' notice for any foreseeable use of leave. If the use of leave is unforeseeable, the employee should notify the Employer as soon as practicable of their need to use same. Should an employee need to use three (3) or more consecutive days of leave, said employee must provide the Employer with reasonable documentation that the leave is being taken for one of the purposes permitted above. Reasonable documentation shall be as defined in N.J.S.A. § 34:11D-3(b).

An employee is eligible to use the earned sick leave beginning on the 120th calendar day after the employee starts work. The employee may subsequently use earned sick leave as soon as it is accrued. Employees will not be paid for any unused sick leave, except as expressly required by federal or State laws, or an applicable collective negotiations agreement.

An employee who exhausts all paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

### **C. Vacation Leave**

#### **Full-Time Employees:**

- One (1) day for each full month of continuous service during the first calendar year of employment ("Year 1") after completing ninety (90) day probationary period.
- Twelve (12) days for Years Two (2) through Five (5), inclusive.
- Seventeen (17) days for Years Six (6) through Ten (10), inclusive.
- Twenty (20) days for Years Eleven (11) through Fifteen (15), inclusive.
- Thirty (30) days for Years Twenty-One (21) and over.

During an employee's ninety (90) day probationary period, no vacation time is earned or available. Upon completion of the probationary period, one day will be credited for each month worked (calculated back to date of hire).

Annual vacation leave with pay is earned on a pro-rated basis based upon an employee's service with the Borough. The entire amount of vacation is available on January 1<sup>st</sup> because it is assumed an employee will work the entire year. If an employee leaves his/her employment with the Borough before the end of the calendar year for any reason, then the employee's vacation time shall be pro-rated based upon time actually worked. An employee shall reimburse the Borough for paid vacation days used in excess of his/her pro-rated earned entitlement. An employee who leaves Borough employment that has unused pro-rated earned vacation leave shall be paid for this time.

#### Part-Time Employees:

Part-time employees shall accrue time on a pro-rata basis based on the schedule above.

Approval of Vacation Leave. An employee's supervisor must approve the use of vacation time, in advance. While approval of vacation leave shall not be unreasonably withheld, the use of vacation leave shall be subject to staffing levels as solely determined by the supervisor or Department Head. Employees should submit vacation requests as early as possible to ensure adequate staffing. Absent emergent circumstances, a request to use vacation leave submitted less than three (3) days prior to the day(s) off requested shall be granted only at the discretion of the Department Head.

Employees shall be permitted to carry a maximum of 50% of vacation time for one year may be carried forward and all carry-over vacation time must be used by the end of the third quarter of the following year. *\*\*\*modified 1/16/2007 Resolution 2007-S-28*

Employees who have an approved vacation/benefit time scheduled who call in sick the day before or day following a vacation, holiday and/or leave, and/or any other authorized day of absence may be required to submit a physician's statement.

Vacation leave must be taken in no less than one-quarter hour.

Paid vacation shall not accrue during a leave of absence without pay.

#### **D. Personal Days**

An employee may take personal leave for personal, business, or religious reasons. All non-contractual full-time employees shall receive one (1) personal leave day after each completed four (4) consecutive months of employment prior to the January 1 after their date of hire. All full-time employees shall be granted three (3) personal leave days at the beginning of each calendar year in anticipation of continued employment. Part-time employees receive pro-rated personal leave benefits. Temporary and seasonal employees are not eligible for personal leave benefits. Personal leave must be taken in full, half and quarter day increments.

The employee must provide the reason for the requested leave and apply for it as far in advance as possible. An employee may take personal leave only if his/her supervisor or designee approves and grants the leave. No personal leave will be applied for, approved, or granted immediately before or after any vacation period, holiday period, or weekend, except under extraordinary circumstances.

Employees must take personal leave in the calendar year in which it is earned. Personal leave days cannot be accumulated from year to year. Any employee who exhausts all of his or her personal leave in any one (1) year shall not be credited with additional paid personal leave until the beginning of the next calendar year. An employee who has resigned, was dismissed or has otherwise been separated from employment will not be paid for any unused personal time.

#### **E. Bereavement Leave**

All full-time employees shall have up to four (4) days leave in the event of the death of a spouse, child, parent, grandparent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchild, uncle or aunt of the employee or any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a spouse's aunt, uncle or grandparent. Permanent part-time employees may be entitled to bereavement leave on a pro-rated basis.

Such leave will not be taken until the immediate supervisor is notified of the instance of bereavement. The Employer may require proof of loss of a decedent whenever such requirement appears reasonable. Bereavement leave is specifically provided to allow employees time to make necessary arrangements and attend funeral services, and shall only be used for the following reasons: (i) date of death; (ii) any day of viewing; (iii) date of interment; and (iv) day of religious or memorial service. In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death.

#### **F. Family and Medical Leave**

The Employer shall provide family and medical leave in accordance with the federal Family and Medical Leave Act ("FMLA") and the New Jersey Family Leave Act ("NJFLA"). The Employer will comply with requirements of the New Jersey and Federal Family Leave laws. The laws have similar and different provisions that may provide different rights and obligations

for the employee and/or the Employer. The employee shall be afforded the most favorable rights if there is a conflict in the rights afforded to the employee under the laws.

**FMLA Leave** – The FMLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twelve (12) month period for the following reasons:

- a. the birth of a child and in order to care for such child;
- b. the placement of a child with the employee for adoption or foster care;
- c. in order to care for the family member of the employee who is suffering from a serious health condition;
- d. for a serious health condition that makes the employee unable to perform the functions of his/her position; or
- e. because of any qualifying exigency arising out of the fact that the employee's family member is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

In addition, eligible employees may take up to a combined total of twenty-six (26) unpaid workweeks in a single twelve (12) month period to care for a covered military service member with a serious injury or illness.

**FMLA Eligibility** – To be eligible for FMLA leave, an employee must have: (i) worked for the Employer for at least twelve (12) months; (ii) worked at least 1,250 hours in the twelve (12) months immediately preceding commencement of the leave; and (iii) be employed at a worksite where the employer has at least fifty (50) employees within seventy-five (75) miles. The twelve (12) months the staff member must have been employed need not be consecutive months pursuant to 29 CFR §825.110(b). The minimum 1,250 hours worked shall be determined according to the principles established under the Fair Labor Standards Act (“FLSA”) for determining compensable hours of work pursuant to 29 CFR §785. Entitlement to FMLA leave taken for the birth of a son or daughter or placement of a son or daughter with the staff member for adoption or foster care shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.

Pursuant to 29 CFR §825.201(b), married couples both employed by the Employer are limited to a combined total of twelve (12) weeks of leave during the applicable twelve (12) month period if the leave is taken for the birth of a child, or to care for such child after birth; for placement of a child with the staff member for adoption or foster care or in order to care for the child after placement; or to care for the staff member's parent with a serious health condition.

**Returning from FMLA Leave** – Upon return from FMLA leave, an employee shall be entitled to the position he/she held when the FMLA leave commenced, or to an equivalent position of like seniority, status, employment benefits, pay, and other conditions of employment. If the Employer experiences a reduction in force or layoff and the employee would have lost his/her position had the staff member not been on family leave as a result of the reduction in force or pursuant to the good faith operation of a bona fide layoff and recall system, including a

system under any collective bargaining agreement, the employee shall be entitled to reinstatement to the former or an equivalent position in accordance with applicable statutes, codes, and laws.

Certification of Health Care Provider – The Employer expects that requests for FMLA leave for the purposes of the employee’s own serious health condition, or to care for a family member with a serious health condition, shall be accompanied by a completed Certification of Health Care Provider (attached). Notwithstanding, following submission of a request for FMLA leave, an employee shall have up to fifteen (15) calendar days to provide the Employer with a completed Certification.

Prior to designating an employee for FMLA leave, he/she shall be required to provide the Employer with the attached FMLA Certification of Health Care Provider form, completed by the employee’s and/or employee’s family member’s health care provider. The information contained in the completed Certification shall guide the Employer in appropriate designation of the employee’s leave of absence. The Employer reserves the right to seek additional documentation necessary to initiate/continue an employee’s FMLA leave, in accordance with applicable FMLA regulations.

FMLA Entitlement Period – The method to determine the twelve (12) month period in which the twelve (12) weeks of FMLA leave entitlement occurs will be a “rolling” twelve (12) month period measured backward from the date an employee uses any family leave.

Employment While on FMLA Leave – An employee designated for FMLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee using FMLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Employer. The employee may continue the part-time employment that commenced prior to the FMLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

NJFLA Leave – The NJFLA entitles eligible employees with up to twelve (12) weeks of unpaid, job-protected leave in a defined twenty-four (24) month period for the following reasons:

- a. the birth of a child and in order to care for such child;
- b. the placement of a child with the employee for adoption or foster care;
- c. in order to care for the family member of the employee who is suffering from a serious health condition; or
- d. because of any qualifying exigency arising out of the fact that the employee’s family member is a military member on active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

NJFLA Eligibility – To be eligible for NJFLA leave, an employee must have: (i) worked for the Employer for at least twelve (12) months; and (ii) worked at least 1,000 hours in the

twelve (12) months immediately preceding commencement of the leave. The calculation of the twelve-month period to determine eligibility shall commence with the commencement of the NJFLA leave. NJFLA leave taken for the birth or adoption of a healthy child may commence at any time within a year after the date of the birth or placement for adoption.

The Employer shall grant a family leave under the NJFLA to more than one employee from the same family at the same time, provided such employees are otherwise eligible for the leave. N.J.A.C. 13:14-1.12.

Employment While on NJFLA Leave – An employee designated for NJFLA leave is prohibited from performing any services on a full-time basis for any person for whom the employee did not provide services immediately prior to commencement of the leave. An employee on NJFLA leave may commence part-time employment that shall not exceed half the regularly scheduled hours worked for the Employer. The employee may continue the part-time employment that commenced prior to the NJFLA leave at the same number of hours that the staff member was regularly scheduled prior to such leave.

NJFLA Entitlement Period – The method to determine the twenty-four (24) month period in which the twelve (12) weeks of NJFLA leave entitlement occurs will be a “rolling” twenty-four (24) month period measured backward from the date an employee uses any leave.

Intermittent and/or Reduced Schedule Leave – Requests for intermittent and/or reduced schedule leave under both the FMLA and the NJFLA shall be reviewed by the Employer on a case-by-case basis and in accordance with the federal and State laws and regulations promulgated thereto.

Relationship to Other Laws – If the employee is eligible for leave for reasons provided under both the FMLA and NJFLA, then the leave time taken shall be concurrent and be applied to both laws. In the event the reason for the family leave is recognized under one law and not the other law, the employee is eligible for each law’s leave entitlements within one twelve (12) month period. For example, an employee may use his/her FMLA leave for a twelve (12) week family leave for their own pregnancy, which is considered a “serious health condition” under FMLA, and upon conclusion of the twelve (12) weeks of FMLA leave, the employee would be eligible for a twelve (12) week NJFLA leave to care for their newborn or any other reasons pursuant to the NJFLA.

During any period of designated FMLA/NJFLA leave, the Employer shall continue an employee’s group health benefits in a manner consistent with that to which the employee received immediately preceding commencement of the FMLA/NJFLA leave. The employee is responsible to make all group health benefits contributions during his/her leave period, in accordance with Chapter 78, P.L. 2011, and any applicable collective negotiations agreement. If an employee does not return to work after his/her FMLA/NJFLA leave expires, the Employer is entitled to recover health insurance costs paid while the employee was on FMLA/NJFLA leave.

Following exhaustion and/or termination of the FMLA/NJFLA leave period, the Employer may continue an employee's group health benefits, at the employee's request. In the event that the employee determines to continue his/her group health benefits following a period of designated FMLA/NJFLA leave, he/she shall be solely responsible for the full premium amount due.

During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to six (6) consecutive weeks (twelve (12) weeks, effective July 2020) of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or FLA leaves.

### **G. Domestic Violence Leave**

The New Jersey Security and Financial Empowerment Act, also known as the "NJ SAFE Act" provides protection for employees and their family members who have been the victim of domestic violence or sexual assault. Employees are entitled to twenty (20) days of unpaid protected leave from work to:

- Seek medical attention for physical or psychological injuries;
- Obtain services from a victim services organization, pursue psychological or other counseling;
- Participate in safety planning for temporary or permanent relocation;
- Seek legal assistance to ensure health and safety of the employee or the employee's relative; or
- Attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

To be eligible for the leave, an employee must meet the following criteria:

- The employee or their family member must be a victim of domestic violence or a sexually violent offense;
- The employee must have worked for the employer for at least twelve (12) months and for at least 1,000 hours during the twelve (12) month period immediately preceding the requested leave; and
- The twenty (20) day leave must be taken within one (1) year of the qualifying event.

Employees may take leave on an intermittent basis but such leave cannot be shorter than one (1) full day. To the extent the leave is foreseeable, employees must provide advance notice. In addition, employees seeking leave must provide proof that they qualify for the leave. Such proof may include a restraining order, letter from a prosecutor, proof of conviction, medical documentation or a certification from an agency or professional involved in assisting the employee.

In certain circumstances, the basis for the leave may also qualify under the federal Family and Medical Leave Act (“FMLA”) and/or the New Jersey Family Leave Act (“NJFLA”). If so, the Employer will treat the leave concurrently with the leave under those statutes.

The Employer shall protect the privacy of employees who seek leave by holding the request for leave, the leave itself or the failure to return to work "in the strictest confidence."

The Employer shall not retaliate, harass or discriminate against any employee exercising his/her right to take the leave provided by this policy.

Employees taking such leave may be eligible for Family Leave Insurance benefits through the State.

#### **H. Military Leave**

The Employer recognizes that a strong, ready Reserve and National Guard are essential to the defense of this nation in time of national emergency, disaster, domestic violence, or foreign aggression. The Employer also encourages its employees to serve in the Reserve or National Guard and recognizes the great personal and economic sacrifices of the patriotic men and women who may be called to duty in time of crisis.

Military leave with pay will be granted to an employee in accordance with N.J.S.A. 38:23-1, N.J.S.A. 38a:4-4 and the Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

#### **I. Jury Duty**

All full-time employees required to perform jury duty shall receive full pay from the Employer for all time spent on jury duty. In turn, any jury duty fees received by the employee must be remitted to the Employer. Employees put on “stand by” are required to report for work.

#### **J. Leaves Without Pay**

Other leaves of absence without pay shall be granted in accordance with federal and State regulations, and any other guidelines as may be established by the Employer.

### **VIII. WORKERS’ COMPENSATION**

Employees who suffer job-related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers’ Compensation Act (“NJWCL”). The Employer covers workers’ compensation benefits through its membership in a joint insurance fund and/or with a self-insurance plan. Any occupational injury or illness must be immediately reported to the employee’s supervisor or Department Head. All required medical treatment must be performed by a Workers’ Compensation Physician appointed by either the joint insurance fund or the Employer, and payment for unauthorized medical treatment may not be covered pursuant to the NJWCL.

Unless explicitly provided for in a collective negotiations agreement, the Employer will only pay, either directly or through its Workers' Compensation insurer, those benefits that are specifically provided for under the NJWCL and will not supplement these benefits with additional benefits.

#### **IX. DOMESTIC VIOLENCE POLICY**

The Employer hereby adopts the Statewide Domestic Violence Policy for Public Employers released by the New Jersey Civil Service Commission, which is applicable to all public employers pursuant to N.J.S.A. 11A:2-6a. Such policy requires that the Employer designate a Human Resources Officer ("HRO") to assist employees who are victims of domestic violence. The HRO must receive training on responding to and assisting employees who are domestic violence victims in accordance with the policy. Employees who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. The Employer will develop a plan to identify, respond to, and correct employee performance issues that may be caused by a domestic violence incident.

The full policy is available for review in the Employer's Personnel, Policies and Procedures Manual.

#### **X. PROTECTION AND SAFE TREATMENT OF MINORS**

The Employer is fully committed to protecting the health, safety and welfare of minors who interact with officials, employees, and volunteers of the Employer to the maximum extent possible and has adopted a policy which establishes the guidelines for officials, employees, and volunteers who set policy for the Employer or may work with or interact with individuals under 18 years of age, and those who supervise employees, and volunteers who may work with or interact with individuals under 18 years of age, with the goal of promoting the safety and wellbeing of minors. The full policy is available for review in the Employer's Personnel, Policies and Procedures Manual.

#### **XI. DISCIPLINARY PROCEDURE**

It is the responsibility of the immediate supervisor to enforce and maintain proper discipline. To ensure that employees are informed when infractions or shortcomings are noted, a progressive disciplinary procedure will ordinarily be utilized. In certain severe instances, however, it may be necessary to bypass one or more of the preliminary steps in order to impose suspension or dismissal of an employee.

**Grounds for Disciplinary Action** – Many types of conduct may be grounds for disciplinary action, up to and including termination. They include, but are not limited to, the following:

1. Incompetency, inefficiency or failure to perform duties;

2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Discrimination that affects equal employment opportunity, including sexual harassment;
10. Violation of Federal Regulations concerning drug and alcohol use by employees who perform functions related to the operation of commercial motor vehicles and state and local policies issued thereunder;
11. Violation of residence requirement; and
12. Other sufficient cause.

**Major disciplinary action includes termination, disciplinary demotion or suspension or fine exceeding five working days. Minor discipline includes a formal, written reprimand or a suspension or fine of five working days or less. Employees who object to the terms or conditions of the discipline are entitled to a hearing under the applicable grievance procedure. In every case involving employee discipline, employees will be provided with an opportunity to respond to charges either verbally or in writing.**

## **XII. COMPLAINT PROCEDURE**

Most employees have incorporated grievance procedures within their collective negotiations agreements. An employee who wishes to initiate a grievance or complaint concerning wages, hours of work or other terms and conditions of employment, may do so pursuant to the terms of his/ her collective negotiations agreement.

A non-contractual employee should discuss any complaints with his or her immediate supervisor for the purpose of resolving the matter informally. It is the policy of the Employer to maintain open lines of communication with all employees. Any complaints that are not resolved between the employee and the supervisor, may be brought to the attention of the Department Head for additional review and resolution.