



# EMPLOYEE HANDBOOK

GREENWICH TOWNSHIP

APRIL 2021



## **INTRODUCTION**

The Township 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 Township employee, you have certain rights and obligations. Federal and State law as well as Township 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. The Township has a “no tolerance” policy towards workplace wrongdoing.

Likewise, employees are expected to conduct themselves in a professional and courteous manner, respectful of their colleagues and of the community we serve.

This Handbook discusses these issues and many other Township personnel policies. You are required to read this Handbook and become familiar 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 Township personnel policy, contact your supervisor, or if you prefer, your department head or the Administrator.

We hope your employment will provide you with satisfaction and a sense of pride in serving the residents of our Township.

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Vince Giovannitti, Mayor

# **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 governed by existing law and any applicable collective negotiations agreement. Nothing in this Handbook provides legal rights in addition to those, if any, provided to employees under local, State or federal statutes, rules, regulations and collective negotiations agreements.

If any part of this Handbook conflicts with local, State or federal statutes, rules, regulations, executive orders or a collective negotiations agreement, the part of the Handbook in conflict will be not be effective as 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. Further, the Employer retains the right to exercise its managerial prerogative to depart from the policies where it deems such action to be in the best interests of the Township.

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 Township Administrative Code and any applicable local, State or Federal statutes, rules and regulations.

Volunteers - Many of the policies in this handbook also apply in equal force to volunteers of the Employer.

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

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

*Posting of notices: This Handbook as well important notices and forms are posted on the Township's website. Employees are required to familiarize themselves with the website and to be aware of the posted materials.*

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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 through Administrator Jeffrey Godfrey.

### **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.

### **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. Confidentiality**

In the course of performing their duties, employees often have access to information and documents ("Information") which are considered confidential and not subject to public disclosure. This Information is to be used only for authorized Township business and may not be otherwise disclosed, distributed and/or utilized. Employees may not copy, email to themselves or remove Information from Township premises without authorization.

Examples of Information which may not be publically disclosed include those categories of documents exempt from disclosure under the Open Public Records Act, N.J.S.A. 47:1A-1.1, such as

1. draft documents or documents used in a deliberative process,
2. medical records and personal identifying information such as social security numbers, credit card numbers and driver license numbers
3. records pertaining ongoing criminal investigations,
4. trade secrets and proprietary commercial or financial information obtained from any source,
5. records within the attorney-client privilege,
6. information that if disclosed would jeopardize the security of the Township's computer systems, buildings, facilities and/or personnel,
7. information generated in connection with harassment and grievance complaints and investigations, and

8. information relating to collective negotiations, including Information relating to strategy and negotiation positions.

Requests for Information should be directed to the Township Clerk for compliance with procedures under the Open Public Records Act.

Please consult your department head or the Township Clerk if you have any question as to whether particular information is confidential.

### **C. 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.

### **D. Employee Dating Policy**

The Employer strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in

supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information and their ability to influence others.

### Procedures.

1. During working time and in working areas, employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.
2. During non-working time, such as lunches, breaks and before and after work periods, employees are not precluded from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable to a reasonable person.
3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on Employer premises, whether during working hours or not.
4. Employees who allow personal relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the Employer disciplinary policy which may include counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
5. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
6. Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosure may be made to the immediate supervisor or the Department Head. This disclosure will enable the Employer to determine whether any conflict of interest exists because of the relative positions of the individuals involved.
7. Where problems or potential risks are identified, the Employer will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.
8. In some cases, other measures may be necessary such as transfer to other positions or departments.

9. Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.

10. Continued failure to work with the Employer to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for immediate termination. The organization's disciplinary policy will be consulted to ensure consistency, however, before any such extreme measures are undertaken.

11. The provisions of this policy apply regardless of the sexual orientation of the parties involved.

12. Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.

13. Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the human resources official or other designated individual.

#### **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. Lunch and Breaks**

Administrative personnel are entitled to a half hour lunch. Other employees are entitled to a half hour lunch break, which will be scheduled by the department head. All employees are

entitled to a 15 minute break in the morning and in the afternoon. Lunch and break time I will be arranged to allow Township business to be conducted without interruption.

c. 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 one hour 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.

d. 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 Heard 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**

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.

## **E. Personnel Records**

The contents of individual employee personnel records are 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. 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 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**

### **Scope**

The policies in this manual pertaining to compensation and benefits cover non-represented employees. They also cover represented employees to the extent that their collective bargaining agreements do not cover these issues, with the exception that these policies do not confer or provide any additional benefits to represented employees, whether or not such benefits are addressed in the respective bargaining unit agreement.

### **Full and Part Time Employment; Eligibility for Benefits**

Full time employees are eligible for all benefits. A full time employee is one who appears on the regular payroll and whose hours of work are fixed at 35 or more hours per week. Unless specifically indicated otherwise or required by law, the benefits described herein are limited to full time employees.

A part time employee is one whose hours of work are fixed at less than 35 hours per week. Compensation for part time employees is limited to payment at the established hourly rate for hours worked. Part time employees are not entitled to any other benefit of employment, except as may be required by law. Examples of benefits required by law for employees working less than full time include pension system participation and, for those working an average of 30 hours a week or 120 hours a month, eligibility for health insurance coverage.EXPAND

### **Limitation and Proration of Benefits**

Paid benefit time, such as vacation and sick leave, is granted in advance with the expectation of continued employment for the entire year. Accordingly, in all instances, the benefit will be prorated for lesser periods of service. For example, vacation and sick days in the year of separation will be pro-rated based upon the date of separation. If an employee has used days in

excess of his/her pro-rated share of time, the employee shall reimburse the Township for such excess.

Unless specifically stated otherwise, there is no payment for unused benefit time.

### **Payroll Policy**

Salary ranges are established by ordinance, and the salary must fall within the minimum and maximum ranges for the employee's title. Employees are paid every two weeks.

### **Service in a Higher Classification**

An hourly employee, who at the direction of the Mayor and Council or the department head, temporarily assumes the duties and responsibilities of a salaried or non-salaried management position in his department shall be temporarily upgraded in wages by 10% unless said 10% temporary adjustment would increase his wages to a higher level than the wages of than the wages paid to the person he is replacing; in which case he would be upgraded to the hourly or hourly equivalent wages of the person he is replacing on a temporary basis. Any temporary adjustment in pay shall be the lesser of either a 10% adjustment or the hourly equivalent wages of the management position being replaced.

### **Health Insurance Benefit Policy**

Employees and their immediate family members, including civil union partner, are provided health insurance coverage in accordance with Township policies and programs. These programs and benefits currently include medical, prescription, dental and vision coverage benefits. The Township also offers a Flexible Spending Account program.

The complete benefit plan is on file in the Administrator's office. Program information and a Summary Plan Description ("SPD") are provided to all employees. Programs and benefit levels for non-unionized employees are subject to change at the discretion of the Township.

Health insurance coverage for employees on a Leave of Absence or who cease Township employment will terminate at the end of the month in which the leave begins or employment is terminated except coverage will continue for up to twelve weeks for employees on leave pursuant to the Family and Medical Leave Act and up to thirty weeks for employees on Military Leave. Upon termination of coverage, employees may extend health insurance coverage for themselves or their dependents by taking advantage of the Public Health Services Act provision for a period of up to eighteen months to thirty-six months. All newly hired employees and their spouses shall receive a notice of COBRA rights upon being hired. For more information, consult the Administrator.

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). Notice of the change should be provided as soon as possible, but no later than 30 days after the change in circumstances. Failure to timely report an event that would result in the addition of a dependent may result in a delay in coverage for the dependent. Failure to timely report an event that would result in the loss of dependent coverage may result in the imposition of financial liability and/or disciplinary action. The Employer reserves the right to conduct a coverage audit to verify proper coverage for employees and eligible dependents.

### **Health Insurance Benefits Upon Retirement**

Upon retirement, employees of the Township hired on or before April 15, 2013 may be entitled to medical and prescription insurance coverage for the retiree and his/her spouse, subject to certain conditions. The benefit does not include dental, vision or any other category of benefit. Unless exempted by statute, retirees contribute to the cost of this benefit in accordance with the requirements of Chapter 78, P.L. 2011.

Eligibility for this benefit requires 25 years or more of service credit in a state or locally administered retirement system based upon 25 years of full-time employment including a minimum period of three years of full-time employment with Greenwich Township at the time of retirement. For purposes of this section, "full-time employment" means the employee worked not less than 35 hours per week and was on the regular payroll of the Township.

This benefit is subject to coordination of benefit provisions with the federal Social Security Medicare and/or Medical Benefits Program and is secondary to any other medical insurance benefit received by the retiree or his/her spouse. This benefit shall not be available if such benefit is available from any other source other than through Social Security.

Employees hired after April 15, 2013 are not entitled to this benefit and do not receive Township medical coverage in retirement.

See Section 12 of Chapter 120 of the Township Code for a full explanation of the terms and conditions for this benefit. Consult the Administrator for further information.

### **Retirement Policy**

Under State law, all employees must enroll in the New Jersey Public Retirement System or the Police and Fire Fighters Retirement System 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 and who has reached the required age under the Plan may retire by notifying the department head in writing. The State retirement plans request six months advance notice to process the application. After giving notice of retirement, employees are expected to assist their department head and co-employees by providing information concerning their current projects and help in the training of a replacement. The department head will prepare an Employee Action form showing any pay or other money owed the employee. The Administrator

will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On or before the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

## **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**

Eligible employees shall enjoy the below listed holidays without loss of pay. Employees must have accountable time before and after the designated holiday to be eligible for this benefit.

New Year's Day  
Martin Luther King Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Election Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Employee Birthday

### **B. Sick Leave**

Full time employees are granted 15 paid sick days per year in accordance with Township policy or as stated in the applicable negotiated agreement.

Employees **not** entitled to this benefit of 15 paid sick days, such as part time, temporary and seasonal employees, are entitled to paid sick leave under the New Jersey Paid Sick Leave Act ("PSLA") at the rate of 1 hour of paid sick leave for every 30 hours of time worked, to a maximum of 40 hours of paid sick leave each year.

New Jersey Paid Sick Leave ("PSL") is earned from the date of hire, but may not be used until after 120 days of employment. There is no compensation for any unused PSL.

The Act provides as follows:

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).

Note: All employees may use sick leave for the purposes stated above in (1) – (5).

### **Payment for Unused Sick Leave upon Retirement**

Employees retiring from the Township in good standing shall be compensated for 35% of the value of unused sick days as of the date of retirement based on the employee's daily rate of pay as of the date of retirement. For employees hired on or after May 1, 2010, this benefit is

capped and may not exceed a total payment of \$15,000. Employees hired after January 1, 2014 shall not be paid for unused sick leave upon retirement. Retirement in good standing means retirement with 25 years of credited service under the pension system in which the employee participates.

Payment of accrued sick leave upon retirement shall be paid in three equal annual installments.

### **C. Vacation Leave Policy**

Full time employees earn annual vacation time based on the schedule below. Vacation time is credited as of the first of the year and is earned on a pro rata basis in anticipation of continued employment for the full year. Vacation time is prorated to the date of separation, if the employee is not employed for the full year.

After 50 week of service	5 days
After 2 years of service	10 days
After 5 years of service	15 days
After 10 years of service	20 days
After 20 years of service	25 days

Subject to any legal requirements, or limitations, annual vacations, with pay, are authorized on the following basis:

1. All vacations will be chosen on the basis of position and then seniority.
2. All vacation time must be used in the current year and cannot be accumulated.
3. Extra compensation will not be allowed in lieu of unused vacation. Each and every employee, without exception, must take the authorized annual vacation period for health, rest, relaxation or pleasure.
4. All vacations are subject to the approval of the department head. The grant of the vacation requested shall depend upon the service requirements of the Township during such vacation leave.
5. Hourly employees may use 2 weeks of vacation time which may be taken on a daily basis with the approval of the department head.
6. Entitlement to vacation in any calendar year shall be subject to the condition that the employee has actually worked for the Township at least 130 of the immediately preceding 260 work days based upon a five day work week. An employee who fails to meet this requirement shall not be entitled to any vacation time for the calendar year in question. "Time worked" is time when the employee is physically at work.

7. Unused vacation time is forfeited, except that up to one week (5 days) of vacation time may be carried over for use in the succeeding year. Not more than one week of banked vacation time may be carried at any one time. In the event extraordinary circumstances prevent an employee from utilizing all of his banked time, the employee may request special consideration from Mayor and Council to carry over additional vacation time in excess of one week. If the request is granted, the additional vacation time (in excess of one week) must be used on or before March 31 of the following year. All carry over requests must be submitted to the Mayor and Council prior to the second scheduled meeting of the Township Council in the month of December.

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

Full time employees are entitled to 3 personal days per calendar year. Unused personal days do not accumulate and cannot be carried over to the following year. The employee shall request permission to use a personal day from the department head at least 7 days in advance of the intended date for use of the personal day. The department head has the discretion to waive the 7 day notice requirement, provided there is no adverse impact upon department operations.

An additional personal day will be granted to an employee who goes 6 consecutive months with no lost time due to illness or injury. The extra personal day shall be used within the 6 month period immediately after the extra day is granted.

#### **E Bereavement Leave**

Employees are entitled to leave with pay because of death in the family. Such leave shall start when requested, to ensure time off to attend the funeral. The leave may be taken either on the day of the funeral or within two days before or after the funeral to allow time for travel and/or family matters. These time frames are subject to modification to accommodate religious traditions and/or observances.

Time off shall be as follows:

Five days - spouse, civil union partner, or child;

Three days - parent, sibling or grandchild; and,

One day - mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents of employee and spouse, uncle, aunt, cousin, niece or nephew of employee.

Employees seeking additional time off may utilize unused vacation, sick or personal time. In the absence of available accrued time, a request for additional time will be considered as a request for a leave of absence without pay.

#### **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**

An employee required to render jury service shall be entitled to be absent from work during that service and will be paid the difference between any payment received for jury duty and the employee’s regular salary.

The employee will report for work on any day where jury service is suspended or terminated and there are 4 or more hours remaining in the employee’s regularly scheduled work day.

The employee shall provide a copy of the jury summons to the Department Head within two days of its receipt.

Witness Duty Leave of Absence. The Employer is aware that employees may be subpoenaed to appear as witnesses in trials before the court. The Employer will provide employees with time off without loss of pay if the appearance is at the request of the Employer. For personal matters and matters not at the Employer’s request, employees will use available personal days or vacation days.

## **J. Leave without Pay**

A personal unpaid leave of absence for more than three consecutive working days without pay may be requested of the department head by any employee by submitting, in writing,

the reason or reasons why the request should be granted, the date when the employee desires the leave to begin and the probable day of return to duty. The department head shall append his recommendation and forward the request to the Administrator, who shall render a decision.

A request for a leave of absence in excess of two calendar weeks may be requested. Each case shall be processed and considered in the above manner, except that it must be additionally approved by the Township Council on its merits, without establishing a precedent.

Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. Employees on personal leave of absence for more than two weeks in any month will not receive holiday pay, and will not accrue personal leave, sick leave or vacation time for that month. Health benefits may also be impacted. Refer to the Township Health Benefits Policy.

A personal leave is granted with the understanding that the employee intends to return to work for the Township. If the employee fails to return upon expiration of the leave, the employee shall be considered to have resigned.

Unless specifically indicated otherwise, no sick leave, holiday, vacation benefits or any other fringe benefits shall accrue during a leave of absence without pay. The employee's anniversary date shall be adjusted to reflect the length of the absence for the purposes of computing longevity, if applicable.

## **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 Administrator is designated as the HRO. 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.

Represented employees may appeal disciplinary determinations through the grievance procedure in their respective collective negotiation agreement. Unrepresented employees may appeal such determinations through the grievance policy herein.

In every case involving employee discipline, employees will be provided with an opportunity to respond to charges either verbally or in writing. Any such action by the Township is subject to applicable legal requirements governing notice and the opportunity to be heard.

Neither this manual nor any other Township guideline, policy or practice create an employment contract. Employment with the Township may be terminated at any time with or

without cause or reason by the employee or the Township, subject to rights and procedures under applicable law and/or collective bargaining agreements.

**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:

- Incompetency, inefficiency or failure to perform duties;
- Insubordination;
- Inability to perform duties;
- Chronic or excessive absenteeism or lateness;
- Conviction of a crime;
- Conduct unbecoming a public employee;
- Neglect of duty;
- Misuse of public property, including motor vehicles;
- Discrimination that affects equal employment opportunity, including sexual harassment;
- Violation of federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and state and local policies issued thereunder;
- Falsification of public records, including attendance and other personnel records;
- Failure to report absence;
- Harassment of co-workers and/or volunteers and visitors;
- Theft or attempted theft of property belonging to the Employer, fellow employees, volunteers or visitors;
- Unauthorized absences and/or chronic or excessive absences;
- Fighting on Employer's property at any time;
- Being under the influence of intoxicants (e.g., liquor) or illegal drugs (e.g., cocaine or marijuana) on Employer property and at any time during work hours;
- Failure to report to work on the day or days prior to or following a vacation,

holiday and/or leave, and/or any other unauthorized day of absence;

- Possession, sale, transfer or use of intoxicants or illegal drugs on Employer property and at any time during work hours;
- Entering the building without permission during non-scheduled work hours;
- Soliciting on Employer 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 for sales of products, such as those from Avon, Amway, etc.;
- Careless waste of materials or abuse of tools, equipment or supplies;
- Deliberate destruction or damage to Employer property or the property of other employees;
- Sleeping on the job;
- Carrying weapons of any kind on Employer premises and/or during work hours, unless carrying a weapon is a function of your job duties;
- Violation of established safety and fire regulations;
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours;
- Defacing walls, bulletin boards or any other property of the Employer or other employees;
- Unauthorized disclosure of confidential Employer information;
- Gambling on Employer premises;
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Employer premises;
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort;
- Conviction of a crime or disorderly persons offense;
- Violating any Employer rules, procedures, regulations or policies;
- Unauthorized use of computers, Internet, email, voicemail, telephone and cellular phone; and

- Other sufficient cause.

**Major disciplinary action includes termination, disciplinary demotion or suspension 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.**

**Additionally, the Employer reserves the right to use any and all forms of discipline on a case-by-case basis and is not obligated to use progressive discipline. Employment with the Employer may be terminated at any time with or without cause or reason by the employee or Employer.**

## **XII. GREIVANCE PROCEDURE**

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 grievance is any formal dispute concerning the interpretation, application and enforcement of any personnel policy or procedure. A grievance submitted by a union employee will be addressed pursuant to grievance procedure set forth in the applicable bargaining unit agreement. A grievance from a non-union employee must be submitted within ten (10) working days after arising. Failure to report a grievance within such time period shall be deemed as a waiver of the grievance. In the event of a settlement or ruling that results in a determination of monetary liability, such liability shall not exceed more than thirty (30) working days prior to the date the grievance was first presented in writing.

- Step One: Any employee or group of employees with a grievance shall communicate their grievance to their supervisor or Department Head who will discuss the matter with the Administrator. The supervisor or Department Head will communicate the decision to the employee within five (5) working days.
- Step Two: If the employee is not satisfied with the decision, the employee must submit a written grievance to the Administrator detailing the facts and the relief requested. The decision in Step One will be deemed final if the employee fails to submit a written grievance within five (5) working days of the Step One decision. After consulting with the human resources official and/or counsel, as appropriate, the Administrator will render a written decision to the employee within five (5) working days after receipt of the written grievance.

- Step Three: If no mutually satisfactory solution has been concluded after Steps One and Two above, the employee may appeal the grievance by presenting the written grievance to the Township Clerk, who shall then present same to the Mayor and Council for consideration at its next scheduled meeting. The Mayor and Council will then take action on the grievance within ten (10) days after said meeting. No grievance will be heard or considered by the Mayor and Council that has not first passed through the above described steps.

## **Receipt for Employee Handbook**

I acknowledge that I have received a copy of the Township's Employee Handbook. I agree to read it thoroughly. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my supervisor, department head or the Administrator.

I understand that Township is an "at will" employer and consistent with applicable Federal and State law, as well as applicable negotiation unit agreements, employment with the Township 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 Township 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 this Handbook states Township's personnel policies in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise, or contract, for continued employment, future benefits or a contract with the Township for any other purpose. I also understand that these policies are continually evaluated and may be amended, modified or terminated at any time.

*I am also aware that this Handbook and important notices and forms are posted on the Township's website. I understand it is my obligation to familiarize myself with the website and to be aware of the posted materials.*

This receipt is to be signed and returned to the Administrator.

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Print Name:

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