

# HIGH BRIDGE

## BOROUGH

*Hunterdon County, New Jersey*

Mayor Michele Lee - Council President Lynn Hughes

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## BOROUGH OF HIGH BRIDGE



**Hunterdon County**

**New Jersey**

## **PERSONNEL POLICY**

**CURRENT AS OF: 07/15/2021**

**Approving Resolution: 189-2021**

### HIGH BRIDGE BOROUGH COUNCIL

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## **Chapter 1 .OFFICERS AND EMPLOYEES**

### **Article I. Defense and Indemnification**

#### 1.1.1 STATUTORY AUTHORITY.

Pursuant to N.J.5A 59:10-1 et seq., indemnification is provided for defense costs and payment of a judgment rendered against a municipal/state employee for actions or failures to act within the scope of his/her employment. Pursuant to N.J.SA 5:10-4, local public entities are empowered to indemnify local public employees and officials consistent with the provisions of the New Jersey Tort Claims Act.[1] The Borough Council deems it in the best interest of the Borough to indemnify Borough officials, officers and employees consistent with the New Jersey Tort Claims Act.

#### 1.1.2. DEFINITIONS.

For the purpose of this article, unless the context clearly indicates a different meaning, the following words and phrases shall have the meanings set forth:

#### INSURANCE

Coverage afforded by insurance policies of any and every kind, whether the premium be paid by the Borough, the municipal official or someone on his behalf, including, without limitation, coverage provided by and through the Joint Insurance Fund (JIF) and/or the Municipal Excess Liability (MEL) Policies.

#### OFFICIAL OFFICER or EMPLOYEE

Any person, presently or in the future, elected or appointed to any public office, board or commission of the Borough of High Bridge, whether full- or part-time, whether or not compensated for the appointed or elected position. It shall not include officials, officers and employees who are appointed, elected or employed by the High Bridge Borough Municipal Utilities Authority nor the High Bridge Borough Board of Education. It shall include all other boards, commissions and authorities, which are subdivisions of municipal government. It shall also mean any person employed or retained by the Borough for any office, commission or board thereof, whether or not said person serves in a paid or unpaid capacity; provided, however, that these terms do not include independent contractors employed by the Borough.

#### 1.1.3 INTENT AND PURPOSE.

It is the intent and purpose of this article to provide for the defense of actions against and the indemnification of public officials, officers and employees for civil actions as permitted by N.J.5A 59:10-1 et seq., as permitted by this article. This article shall be liberally construed to provide the fullest defense and indemnification allowed by law.

#### 1.1.4 INDEMNIFICATION FOR CIVIL CLAIMS.

Whenever an official, officer or employee of the Borough of High Bridge is a named defendant in any civil action or civil legal proceeding arising out of or incidental to the performance of his or her duties as an official, officer or employee of the Borough, the Borough shall provide the official, officer or employee with the necessary and reasonable defense and shall hold such official, officer or employee harmless and indemnify him or her from the payment of any

settlement or judgment resulting from the proceedings, except as otherwise set forth in this article. The Borough shall indemnify officials, officers and employees from all civil claims, including defense costs, if and only if the person establishes that the act or omission upon which the claim or judgment was based occurred within the scope of his or her employment as an official, officer or employee of the Borough and the person establishes that he or she did not act or failed to act because of actual fraud, actual malice or willful conduct. The following sets forth situations in which the Borough shall not have a duty to defend or indemnify:

- A.** Where the action has been brought by the municipality, itself or any board, commission or authority established as a subdivision of municipal government against said official, officer or employee.
- B.** Where the official, officer or employee has been specifically found by a court or other competent tribunal in the proceedings to have acted with actual fraud, actual malice or willful misconduct or to have acted or failed to act within the scope of employment.
- C.** Where the official, officer or employee is found to have violated any of the provisions of the Borough's Code of Ethics or any code of ethics existing by and pursuant to the laws of the State of New Jersey.

#### 1.1.5 CRIMINAL ACTIONS.

Wherever an official, officer or employee of the Borough of High Bridge is a defendant in any criminal action or legal proceeding arising out of or incidental to the performance of his or her duties and in the event that said action or legal proceeding is dismissed or finally determined in favor of the official, officer or employee, he or she shall be entitled to be reimbursed for the reasonable defense costs. This shall only include any criminal action instituted against an official, officer or employee based upon an act or omission of that official, officer or employee arising out of and directly related to the lawful exercise of his or her official duty or under color of his authority and that action is dismissed or results in a final disposition in favor of that official, officer or employee.

#### 1.1.6 LIMITATIONS.

The provisions of a defense and indemnification, as set forth in the above sections of this article, shall justifiably be refused by the municipality if it is the determination of the governing body that:

- A.** The act or omission alleged was not within the scope of the person's employment or official duties;
- B.** The act or failure to act alleged was because of actual fraud, willful misconduct or actual malice or intentional wrongdoing;
- C.** There exists policies of insurance, either obtained by the Borough or by any other, by virtue of which the official, officer or employee is entitled to a defense of the action in question from any insurer, including coverage pursuant to the JIF or MEL;
- D.** It is not deemed appropriate by the Borough Council pursuant to N.J.5A 59:10-1 et seq.;
- E.** The public official, officer or employee has failed to cooperate fully with the defense provided by the municipality;
- F.** Where the legal proceeding involves questions concerning election laws;

- G.** The official, officer or employee fails to notify the Borough in a prompt manner and as soon as possible as to any action threatened against him or her; or
- H.** The suit or claims assert a right for punitive damages.

#### 1.1.7 PROCEDURE FOR CLAIMS; METHOD OF PROVIDING DEFENSE.

- A.** The Borough may provide any defense required of it pursuant to the within article through an attorney from its own staff or by employing other counsel selected by the Borough. It shall be the Borough's sole option to select counsel, and, wherever permissible by law and/or canons of professional ethics controlling attorney's practice of law, the Borough may assume exclusive control of the representation of said official, officer or employee.
- B.** A municipal official, officer or employee shall not be entitled to indemnification or reimbursement pursuant to this article unless within 15 calendar days of the time he is served with a summons, complaint, process notice, demand or other pleading he delivered the original or a copy thereof to the Borough Clerk with a request to defend and indemnify. The municipal official, officer or employee shall be obligated to cooperate to the fullest extent possible with the Borough in the conduct of the defense. Wherever competent and disinterested legal counsel is available to the Borough through any insurance coverage, the municipal official, officer or employee shall be obligated to be represented by such counsel. If the Borough wishes to use the Borough Municipal Attorney or the attorney for any board or committee of the Borough to defend the claim, the municipal official, officer or employee shall be obligated to be represented by that attorney unless there is a conflict of interest. The refusal of the municipal official, officer or employee to cooperate with the Borough shall terminate the Borough's obligation to provide a defense and/or indemnity or to otherwise reimburse any municipal official, officer or employee.

#### 1.1.8 APPROVAL OF SETTLEMENTS.

If the legal proceeding is terminated by an agreement among the parties, then the Borough shall not be obligated to reimburse the municipal official, officer or employee unless the Borough, by and through the governing body and/or by court order, approves the settlement agreement.

#### 1.1.9 COUNSEL FEES AND COSTS OF LITIGATION.

Counsel fees to be paid to outside counsel, other than the Borough Attorney or the attorney for any board or commission, for services rendered in connection with a claim subject to this article, shall be reasonable and shall be established by the governing body through resolution prior to the retention of such counsel. The Borough may reimburse a municipal official, officer or employee for a portion of any expense incurred prior to the final decision in the legal proceeding at the Borough's sole discretion. The Borough shall be entitled to wait for a final determination before making a determination to reimburse defense costs and/or honor indemnity.

#### 1.1.10. PRECEDENCE OF OTHER STATUTES.

To the extent that N.J.5A 40A:14-155 provides broader indemnification to members of the municipality's Police Department, that statute shall supersede the provisions of this article.

#### 1.1.11. COUNTERCLAIMS OR AFFIRMATIVE CAUSES OF ACTION.

If the municipal official, officer or employee files a counteraction, counterclaim or asserts any affirmative claims in the legal proceeding, the municipality shall not be obligated to reimburse him for any attorneys' fees or costs attributed to said counteraction, counterclaim or affirmative cause of action.

#### 1.1.12 COMMISSION OF CRIMES.

Nothing in this article shall authorize or require the Borough to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

#### 1.1.13. WHEN EFFECTIVE; EFFECT ON PRIOR ACTIONS.

This article shall take effect upon final passage and publication according to law, and it shall apply to any and all claims and suits filed or brought after the effective date of this article whether or not said claim or suit relates to conduct or omissions occurring before the effective date of this article.

## **Chapter 2. PERSONNEL**

### **Article I. General Provisions**

#### 2.1.1 PURPOSE.

The philosophy of the Borough of High Bridge is to work together to create the conditions and climate which will best fit the community's needs as well as the employees' needs. This can be accomplished by:

- A. Striving for excellence in safety, quality, production, cost controls and environmental protection.
- B. Achieving the fullest commitment possible for all employees to Council and Borough goals.
- C. Developing team thinking.
- D. Using the creative abilities of all employees in the solution of problems.
- E. Promoting mutual confidence and trust throughout the Borough.
- F. Making jobs as safe, challenging and interesting as possible.
- G. Treating individual employees in an equitable manner.
- H. Respecting the dignity and well-being of each individual employee and encouraging personal development.
- I. Functioning with a minimum of supervision.
- J. Providing an environment of safety in which to work by promoting safety as an individual responsibility.
- K. Striving to be courteous to fellow workers and citizens.
- L. This Part 1 is not a contract of employment, either expressed or implied. There is no fixed duration to the employment relationship. Employees may terminate their employment whenever they wish and for whatever reason they might have, just as the Borough may terminate any employee at any time. This is known as employment-at-will.

#### 2.1.2 CHANGES IN EMPLOYEE POLICIES.

- A.** This Policy is not to be construed as a contract of employment between the Borough and its employees. The Borough reserves the right to amend this Part 1 as deemed necessary or appropriate.
- B.** This Policy shall be subject to all federal and state laws that govern employee policies, either previously enacted or enacted subsequent to adoption/amendment of this Policy, that are deemed to be inconsistent with this Policy, and all federal and state laws shall effectively rule until such time as this Policy is amended to be in compliance.

### 2.1.3. POLICE DEPARTMENT.

The Police Department is governed by the terms of the collective negotiation agreement executed between the Borough of High Bridge and the PBA Local 188. The High Bridge Borough Police Department Rules and Regulations, adopted by the Mayor and Council and reviewed at the last contract, are also applicable to the extent that the policies contained in those rules and regulations are consistent with the agreement. The provisions contained in the PBA contract prevail where differences exist.

### 2.1.4. INTERPRETATION.

This Policy will serve as a useful reference to the employment policies of the Borough of High Bridge. This Policy is meant to be used as a guide, not a final judgment on policy decisions. Should a situation arise which is not addressed in this Part 1 or that may need further attention, the situation is to be handled following the procedure established under the communications section.

## **Article II. General Employment Practices**

### 2.2.1. NONDISCRIMINATION.

- A.** The Borough of High Bridge is an equal opportunity employer and complies with all applicable federal and state laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.
- B.** All Borough employees are responsible for complying fully with the letter and spirit of equal opportunity laws and regulations. Equal employment opportunity is required, monitored, and enforced by federal and state governments. Failure to comply with legal requirements may lead to serious adverse consequences for the Borough as well as for any individual transgressor.
- C.** The Borough of High Bridge shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, age, sex, marital status, or sexual orientation.
- D.** All employees of the Borough of High Bridge shall be treated equally during employment without regard to their race, creed, color, national origin, ancestry, age, sex, marital status, or sexual orientation. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

- E.** The Borough of High Bridge, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of said Borough, state that all qualified applications will receive consideration for employment without regard to race, creed, color, national origin, ancestry, age, sex, marital status, or sexual orientation.
- F.** All of the provisions of this Policy shall be construed to prohibit any unlawful discrimination against any person because of the physical handicap of such person or any unlawful employment practice against such person unless the nature and extent of the handicap reasonably precludes the performance of the particular employment.
- G.** The Municipal Clerk, Finance Officer, and Administrator or in the absence of the Administrator the Borough Attorney are herein designated as the official designated to oversee and insure compliance with the civil rights policy as herein established.

### 2.2.2. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

High Bridge Borough complies with the Americans With Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. High Bridge Borough also provides reasonable accommodation for such individuals in accordance with these laws.

- A.** It is High Bridge Borough's policy to without limitation:
  - a. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the preemployment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
  - b. Administer medical examinations:
    - i. To applicants only after conditional offers of employment have been extended; and
    - ii. To employees only when justified by business necessity.
- B.** Keep all medical-related information confidential in accordance with requirements of the ADA and retain such information in separate confidential files.
- C.** Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on High Bridge Borough.
- D.** Notify individuals with disabilities that the Borough of High Bridge provides reasonable accommodation to qualified individuals with disabilities, by including this policy in the employee manual and by posting the Equal Employment Opportunity Commission's poster on not discriminating against individuals with disabilities and other protected groups conspicuously throughout High Bridge Borough's facilities.

Procedure for requesting an accommodation. Qualified individuals with disabilities may make requests for reasonable accommodation to the Borough of High Bridge by contacting the Municipal Clerk.

### 2.2.3. NEW EMPLOYEE PROCESS.

- A.** Supervisors have been delegated the authority to orient and direct the work of others and are responsible for work output of those employees. After the initial probationary period,

the new employee will accrue seniority and service credit retroactive to the date of hire. All personnel and benefit forms must be completed during the first week of hire.

- B.** An applicant for a position requiring physical exertion will be required to pass a post-offer, preemployment physical examination by the Borough's physician, at the Borough's expense. An offer of such employment is contingent upon satisfactory completion of this examination and a determination by the Borough that the applicant is capable of performing the essential functions of the position, with or without reasonable accommodation.
- C.** The Mayor and Council, with the advice of the Borough Administrator, shall approve any new position and shall make final appointments to positions.
- D.** Applicants selected by the Mayor and Council to fill a position will receive a copy of the Borough's Personnel Manual, and are expected to read, agree to conform to these policies and return signed from page 1 acknowledging receipt of manual. If clarification is necessary, the supervisor should be consulted.
- E.** New Public works employees shall be required to have a pre-employment physical at the Borough's expense.

#### 2.2.4. EMPLOYEE STATUS DEFINITIONS.

Employees shall be classified according to their status as follows:

A. Full / Part time classifications:

- 1) Full-time: Salaried or hourly employees, whose average regular work week consists of 30 hours or more per week.
- 2) Part-time: Salaried or hourly employees, whose average regular work week is less than 30 hours or more per week.

B. Status Classifications:

- 1) Probationary: an employee in the process of completing a working test period of three (3) to six (6) months as determined at the time of hire, to be continued or discontinued at the discretion of the Borough Administrator before the last day of the employees' probation.
- 2) Temporary: an employee hired for a position of limited duration.
- 3) Permanent: an employee hired to a Borough position that has served the requisite probationary period. However, the successful completion of this period should not be construed as creating a contract or as guaranteeing employment for any specific duration or as establishing a just cause termination standard.

C. Salaried / Hourly:

- 1) Salaried: employees who are paid at a yearly rate in expectation of an established regular work week as determined at the time of hire or as amended through formal action of the council.
- 2) Hourly: employees who are paid at an hourly rate for the hours in which they work.

- i. These employees will receive paid time off in accordance with section 2.5.2 Paid Time Off.

#### 2.2.5. CONTINUING EDUCATION AND TRAINING.

- A.** Employees may be eligible to participate in conferences, courses, seminars or training sessions, and to hold membership in professional organizations at the Borough's expense, with Council approval. Employees may be reimbursed for travel, including the use on one's own personal vehicle at the current IRS prescribed limit, tolls, lodging, and registration fees.
- B.** Training specific to the job function will be at the expense of the Borough. Some training may be a condition of employment and will only be at the employee's expense. An employee who seeks additional training, licensing or certification should discuss this with the supervisor. When Borough vehicles are available, they will be used for transportation to training locations.
- C.** If an employee seeks specific training or educational instruction, which are to be paid for by the Borough, the Borough shall require that the employee reimburse the Borough for the training or instruction if the employee does not receive a passing grade, terminates the instruction or terminates employment within one year of receiving the training or instruction.
- D.** All employees shall receive Ethics and Sexual Harassment Training as soon as possible upon hiring and at least every other year after that.
- E.** Employees that drive Borough Vehicles shall take defensive driving training. Public Works Employees shall take an approved federal CDL drug and alcohol or equivalent training on a biennial basis. The Police Department will arrange its own vehicle training.

### **Article III. Working Conditions**

#### 2.3.1. HOURS OF WORK.

- A.** There is a half-hour unpaid lunch period plus two fifteen-minute paid breaks each day for full-time employees.
- B.** Employees are required to keep an accurate record of time worked via a time clock or on time sheets which are to be turned in to and approved by the supervisor in accordance with pay period schedules.

#### 2.3.2. SUGGESTIONS.

All employees are encouraged to submit constructive proposals to their supervisors which will improve the efficiency and economy of Borough government.

#### 2.3.3. UNIFORMS AND EQUIPMENT.

- A.** Where required, uniforms will be provided at no cost to the employee. The care and maintenance of the uniform will be the responsibility of the employee. For uniformed employees, the proper care for the uniform is an important part of the job. The employee's appearance reflects the Borough's attitude toward the people it serves as much

as prompt and courteous service. Uniforms should be kept in good condition, clean, neat and presentable at the beginning of each workday.

- B.** The Police Department will be guided by its own manual.
- C.** Three sets of uniforms will be issued on an as-needed basis. It is expected that these uniforms will not be used for any purpose other than proper dress on the job.
- D.** Steel-toed work shoes will be worn by all Public Works employees while on the job. The Borough will provide employees of the Public Works Department up to an allowance of \$150 on a yearly reimbursable basis for steel-toed work shoes.
- E.** The Borough will provide employees of the Public Works Department up to an allowance of \$150 per year for prescription safety glasses, but not the cost of the examination.

## **Article IV. Standards of Conduct**

### **2.4.1. DRUG-FREE WORKPLACE.**

- A.** No High Bridge Borough employee shall operate any Borough vehicle or piece of equipment, collect funds or represent or perform any act on behalf of the Borough of High Bridge in a meeting or in any other capacity while under the influence of any performance inhibiting substance. Any incident where an employee is found to be operating a Borough-owned vehicle under the influence of any performance inhibiting substance may be referred to the High Bridge Police Department or the New Jersey State Police for follow up.
- B.** If a particular Borough department supervisor or a member of the governing body believes or suspects one of his/her employees is or may be impaired by virtue of the consumption of any performance inhibiting substance, the department supervisor or the Borough Administrator may conduct such examination as may be reasonable to ascertain whether the employee's sensibilities are so impaired by the consumption of such performance inhibiting substances as to inhibit his or her performance in the workplace.
- C.** If it is determined by the department supervisor or Borough Administrator that the employee is impaired by virtue of any performance inhibiting substance, the employee will be required to return home. Arrangements will then be made to send the employee home by contacting a family member or by making other arrangements for safe passage.
- D.** In the event that any employee is found by a department supervisor or the Borough Administrator to be consuming any performance inhibiting substance during working hours, such employee shall be subject to such disciplinary action as the department supervisor or the Borough Administrator may, in his or her discretion, deem appropriate under the circumstances, including, but not by way of limitation, terminating such employee's employment.
- E.** All employees whose employment requires the possession of a commercial driver's license (CDL) shall be subject to the policies established by the governing body regarding same, as mandated by the Federal Highway Administration.
- F.** Any employee who is continuously or regularly found to be impaired by virtue of the consumption of any performance inhibiting substance, may be:
  - a. Referred to the Borough Administrator to discuss the appropriateness of substance abuse counseling; and/or

- b. Subject to such disciplinary action as the department supervisor and Borough Administrator shall, in his or her discretion, deem appropriate.

#### 2.4.2. SEXUAL AND OTHER HARASSMENT.

**A.** The Borough of High Bridge expressly prohibits any form of unlawful employee harassment based on race, color, religion, national origin, sex, age, physical or mental disability, political party, or because of one's status as a special disabled veteran or veteran of the Vietnam era, or status in any group protected by state or local law. Improper interference with the ability of High Bridge Borough's employees to perform their expected job duties is not tolerated. With respect to sexual harassment, the Borough of High Bridge prohibits the following:

- a. Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
  - i. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
  - ii. Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
  - iii. Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- b. Offensive comments, jokes, innuendoes, and other sexually oriented statements.

**B.** Complaint procedure.

- a. Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers.
- b. If an employee experiences any job-related harassment based on their sex, race, national origin, disability, or another factor, or believe that they have been treated in an unlawful, discriminatory manner, they must promptly report the incident to their supervisor who shall investigate the matter and take appropriate action, including reporting it to the Borough Administrator and Borough Council. If an employee believes it would be inappropriate to discuss the matter with their supervisor, they may bypass the supervisor and report it directly to the Borough Administrator, Mayor or a member of Council, who shall request an investigation by the Borough Administrator. An employee's complaint shall be kept confidential to the maximum extent possible.
- c. If High Bridge Borough Council determines that any employee is guilty of harassing another employee, appropriate disciplinary action will be taken against the offending employee, up to and including termination of employment
- d. The Borough of High Bridge prohibits any form of retaliation against any employee for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or unlawful discrimination, the Borough Administrator determines

that the complaint is not bona fide or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave false information.

- e. Complaint shall be filed on the appropriate form contained herein.

#### 2.4.3. STANDARD OF CONDUCT.

Borough employees serve the citizens of High Bridge, and are therefore expected to display courtesy and civility to the public. Arguments are to be avoided with the public and among employees. A citizen who becomes difficult should be referred to an employee's superior.

- A.** Telephone manners. Because many employees meet the public by phone, the manner in which calls are handled is important. As a reminder, good phone technique includes:
  - a. Answering promptly and courteously.
  - b. Identifying oneself and the department.
  - c. Speaking pleasantly, clearly and directly into the phone.
  - d. Taking accurate and thorough messages with the caller's name, phone number and brief message.
  - e. Avoiding a commitment to do something for which someone else is responsible.
- B.** Employees are put on notice that computers, peripherals, internet service and related are the Property of the Borough of High Bridge. The Borough reserves the right to review, inspect, disconnect, or take any other action deemed appropriate in response to a complaint or suspected misuse.
  - a. The Computer use policy is made a part of the personnel policy and is attached.

#### 2.4.4. SAFE WORKPLACE.

Employees are required to perform their duties in a safe manner, protecting their safety and welfare as well as that of their coworkers and the citizens of the Borough. The Borough is responsible for supervising work, providing necessary safety equipment and specific safety regulations and procedures.

- A.** The employee shall:
  - a. Wear personal safety equipment, such as safety glasses or safety shoes, and other such equipment that a particular job may require.
  - b. Report immediately to the supervisor any possible hazardous conditions and actual hazardous conditions, and faulty equipment.
  - c. Observe all rules and regulations of the Borough, as well as safety regulations and precautions issued by manufacturers of equipment or any other such applicable precautions.
  - d. Identify the location of fire extinguishers and fire exits.
  - e. Ensure that all safety equipment being used is in good condition and proper working order and report any problems to the supervisor.
  - f. Maintain a state of general good health so as not to impair ability to work safely and effectively.
  - g. Observe all posted safety rules.

- h. Extinguish any smoking materials when approaching a hazardous area such as where combustible materials are stored or used.
- B.** All accidents, safety hazards and injuries, no matter how small, must be reported to the supervisor immediately. Accident reports must be completed by employees by the next working day. Reports include such information as: date, time, location and description of incident as well as name of employee, nature of injury, whether medical attention was given and whether the incident was during work or not.
- C.** Failure to abide by safety regulation can lead to disciplinary action which can include termination of employment.

#### 2.4.5. CONDUCT.

Any action is an offense if the action is detrimental to the well-being of the Borough, community or coworkers. The Borough of High Bridge is committed to maintaining a safe, secure, drug-free, and healthful work environment.

- A.** Every employee should be given every reasonable chance to play a positive and effective role in the Borough's operation. An employee may occasionally lapse from performance of excellent work or from exemplary conduct. However, improper actions or lax behavior will not be tolerated. Such action or inaction must be resolved promptly when brought to the employee's attention
- B.** Unsatisfactory conduct is:
  - a. Misconduct.
  - b. An employee who commits misconduct as listed below, or any other misconduct of similar nature, may be subject to discipline varying from verbal warning to discharge:
    - i. Refusing to wear required safety clothing or equipment or failure to obey established work safety rules.
    - ii. Excessive or unexcused tardiness or absenteeism.
    - iii. Neglect of duty or attention to duty, including sleeping, reading and leaving the work area.
    - iv. Unsatisfactory work performance.
    - v. Pranks, horseplay, or the use of abusive or threatening language in a malicious manner toward coworkers, supervisors or the public.
    - vi. Starting work late, quitting work early and/or taking extended rest or meal periods without the permission of the supervisor.
    - vii. Leaving the assigned work area without permission of the supervisor, wasting time or interfering with production.
    - viii. Failure to report personal injury and/or job-connected injury promptly to the supervisor, and/or failure to receive medical attention when instructed to do so.
    - ix. Failure to notify the supervisor properly in the case of an absence.
    - x. Failure to observe traffic rules, speeding, or reckless operation of any Borough owned motor vehicles.
    - xi. Unauthorized use of telephone.
    - xii. Unauthorized use of Computer, Peripherals, and Internet

- xiii. Unauthorized solicitation of funds, raffles, or memberships during work time, or unauthorized distribution of written or printed matter on Borough property during work time or in any work areas at any time.
- xiv. Abuse of personal and/or sick day privileges.

c. Serious violations.

- i. The following acts are serious violations of work rules, and any other serious violation of similar nature, may subject an employee to firm disciplinary measures, including discharge:
  - 1. Falsifying Borough records or presenting fraudulent documents or claims, both oral and written, including sickness and hours worked.
  - 2. Any acts which might injure or endanger the safety of others, including fighting.
  - 3. Deliberately delaying work in progress.
  - 4. Deliberately abusing, destroying, damaging or defacing Borough property or the property of others.
  - 5. Disclosure of confidential information to unauthorized persons.
  - 6. Insubordination, failure to cooperate and/or refusal to perform work properly as assigned by the supervisor or governing body.
  - 7. Continued negative conduct.
  - 8. Using, selling, possessing and/or being under the influence of intoxicants or drugs, including alcoholic beverages, narcotics and marijuana on Borough property or during working hours.
  - 9. Stealing.
  - 10. Possession of firearms or other lethal weapons on Borough property or during working hours without the authority of the governing body.
  - 11. Smoking in unauthorized areas, particularly in areas that present a safety hazard.
  - 12. Harassment or Hostile Work Environment

**C.** The infringements described in Section 2.4.5 represent the most obvious infringements of Borough work rules but do not exclude any other act that may adversely affect the safety and welfare of employees and citizens and interfere with continued operations of the Borough.

#### **2.4.6. CONSUMPTION OF ANY PERFORMANCE INHIBITING SUBSTANCES.**

No High Bridge Borough employee shall operate any Borough vehicle or piece of equipment, collect funds or represent or perform any act on behalf of the Borough of High Bridge in a meeting or in any other capacity while under the influence of any performance inhibiting substance. Any incident where an employee is found to be operating a Borough-owned vehicle under the influence of any performance inhibiting substance may be referred to the High Bridge Police Department and/or New Jersey State Police.

- A.** If a particular Borough department supervisor, Borough Administrator or member of the governing body believes or suspects one of his or her employees is or may be impaired by virtue of the consumption of any performance inhibiting substance, the department supervisor, Borough Administrator or the governing body member may conduct such examination as may be reasonable to ascertain whether the employee's sensibilities are so impaired by the consumption of such performance inhibiting substances as to inhibit his or her performance in the workplace.
- B.** If it is determined by the department supervisor, Borough Administrator or governing body member that the employee is impaired by virtue of any performance inhibiting substance, the employee will be required to return home. Arrangements will then be made to send the employee home by contacting a family member or by making other arrangements for safe passage.
- C.** In the event that any employee is found by the department supervisor, Borough Administrator or a member of the governing body to be consuming any performance inhibiting substance during working hours, such employee shall be subject to such disciplinary action as the department supervisor, Borough Administrator or the member of the governing body may, in his or her discretion, deem appropriate under the circumstances, including, but not by way of limitation, terminating such employee's employment.
- D.** Any employee who is continuously or regularly found to be impaired by virtue of the consumption of any performance inhibiting substance may be:
  - a. Referred to the governing body to discuss the appropriateness of substance abuse counseling; and/or
  - b. Subject to such disciplinary action as the department supervisor, Borough Administrator and governing body shall, in their discretion, deem appropriate.
- E.** Any employee required to operate a Borough-owned motor vehicle shall obtain, and thereafter maintain, a commercial driver's license and shall be subject to a drug test program as required by federal and state law.

#### 2.4.7. CELL PHONES AND SIMILAR DEVICES.

This policy covers the use of cell phones and all other devices, including a Blackberry, iPod, etc., that make or receive phone calls, leave messages, send text messages, surf the Internet, or download and allow for the reading of and/or responding to e-mails.

- A.** Use of cell phones and other devices while driving.
  - a. All employees are prohibited from using any cell phone or other device covered by this policy while driving a Borough-supplied vehicle, whether the business conducted is personal or Borough-related, and from using such a cell phone or other device supplied by the Borough while driving any vehicle. The prohibition against using a cell phone or other device in a Borough-supplied vehicle includes but is not limited to receiving or placing calls, text messaging, surfing the Internet, receiving or responding to e-mail, checking for phone messages, or any other purpose related to your employment, Borough business, our residents, our vendors, volunteer activities, meetings, or civic responsibilities performed for or

attended in the name of the Borough, or any other Borough or personal activities not named here while driving. Use of Borough-owned vehicles or devices for personal reasons is forbidden.

- b. We recognize that other distractions occur during driving. However, curbing the use of cell phones and other devices while driving is one way to minimize the risk of accidents. Therefore, you are required to stop your vehicle in a safe location so that you can safely use your cell phone or other device covered by this policy.
  - c. Use of cell phones at work. High Bridge is aware that employees use their personal or Borough-supplied cell phones for business purposes. At the same time, cell phones are a distraction in the workplace. To ensure the effectiveness of meetings, employees are asked to leave cell phones at their desk or to turn them off before entering the meeting. Or, on the unusual occasion of an emergency or anticipated emergency that requires immediate attention, the cell phone may be carried to the meeting on vibrate mode.
- B.** Violations. Employees who violate this policy will be subject to disciplinary action, up to and including employment termination.

## **Article V. Benefits; Holiday; Leave**

### **2.5.1. EMPLOYEE BENEFITS.**

#### **A.** Medical and dental.

- a. The Borough provides a comprehensive medical benefits package. The package is based on a hospitalization plan with wrap-around policy for nonhospital expenses. A dental plan is also provided for non-cosmetic needs. An information sheet will be provided together with a hospital card to each new employee who qualifies. Refer to current benefit brochures which explain medical and dental coverage in more detail.
- b. Benefits and carriers may change from time to time as deemed necessary, but coverage will not be decreased by the Borough without prior notice to the insured employees. Updated information will be provided.
- c. Medical benefits are offered to all full-time employees and begin on the policy anniversary date following the first 30 days of employment. Coverage begins within 60 days of hire. Benefits are determined by state law to be available to employees who work over 25 hours/week.
- d. Medical and dental claim forms may be obtained from the provider. In case of hospitalization, the insurance card given employees should be used.

#### **B.** Consolidated Omnibus Budget Reconciliation Act (COBRA).

- a. Notification. The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires that covered employees and dependents who would lose their group health coverage due to qualifying events be offered the opportunity to temporarily extend group coverage. The extension is at the group rate plus a two-percent administration fee. "Qualifying Events" under COBRA are:
  - i. Termination of employment (for reasons other than gross misconduct) or reduction of work hours.

- ii. Divorce or legal separation.
- iii. Employee death.
- iv. Employee becoming entitled to Medicare benefits.
- v. Dependent ceases to be a dependent child under the health care plan.

**C.** Pension.

- a. The Borough is a member of the Public Employees Retirement System (PERS) and Police and Fire Retirement System (PFRS). All employees earning the minimum income established by the state are mandated to become a member of PERS or PFRS by state law. PERS and PFRS are contributory systems, whereby the employee and employer contribution is based on a rate established by the state. The employees' contribution will be automatically deducted from each paycheck.
- b. An explanatory booklet entitled "Public Employment in New Jersey" prepared by the New Jersey Division of Pensions is on file in the Borough Clerk's office for review.

**D.** Life insurance.

- a. Each full-time employee is covered by the death benefit policy provided by the Borough.
- b. In addition, PERS and PFRS require a contributory life insurance policy. Participation in this plan is mandatory during the first 12 months of employment. Following the first 12 months, an employee may elect to terminate the contributory life insurance policy. The contributory premium is automatically deducted from each paycheck.

**E.** NJ Disability insurance/workers' compensation.

- a. Each Borough employee is covered by a disability plan for long- and short-term illness and injury, including pregnancy. Borough contributions fund these benefits. Should an employee become disabled, that employee would make application within seven days to the provider. Forms are available in the Borough Clerk's office.
- b. If the disability is due to a work-related injury, the employee is entitled to workers' compensation benefits. The amount of benefits payable and the duration of payment depend upon the nature of your injury or illness. The employee must report any such injury or illness to their supervisor or the Borough Clerk immediately, but not later than the close of business on the following workday. There are specific procedures to be followed, including which doctors are to be utilized. Application should be made through the Borough Clerk's office.

**2.5.2. PAID TIME OFF.**

**A. Purpose**

The Borough of High Bridge recognizes the importance of supporting the activities of its employees to have time off from work in order to attend to personal matters. The purpose of PTO is providing employees with the flexibility to take paid time off from work that can be

used for such activities of the employee's choice. PTO will consist of vacation, personal and sick time off for employees covered by this policy. Bereavement, Jury Duty, Holiday, Disability, and other non-specified leave will not be considered under PTO.

This amendment does not reflect the Borough of High Bridge's ongoing effort to comply with federal and state legislation as well as various executive orders passed in response to COVID-19. This includes Families First Coronavirus Response Act and self-quarantining after traveling to states with increasing number of COVID cases, or submitting to testing and returning to work if a negative result is obtained. Due to temporary and fast changing nature of these laws they will not be included in this Personnel Policy. The Borough of High Bridge is nonetheless committed to fully complying with those laws and orders. Any inquiry regarding your rights and entitlements under those laws should be directed to Bonnie Fleming, Borough of High Bridge Administrator.

## **B. Procedure**

- 1) The benefit year for the Borough of High Bridge affected employees will commence on January 1st and conclude on December 31st. Unless otherwise specifically noted, the full complement of allotted time will be granted on 1st day of the benefit year to each affected employee. Accrued PTO will commence the 1st day of the benefit year, earned and granted during each pay period for affected employees. PTO will be recorded and utilized under two categories; "PTO-sick" and "PTO." Employees may not utilize PTO-sick / PTO in increments of less than half ( $\frac{1}{2}$ ) an hour.

## **C. PTO-Sick Leave**

- 1) For PTO-sick leave that is foreseeable (can be planned in advance), notice must be provided of your anticipated use of the leave at least seven (7) days in advance. If your need for PTO-sick is unforeseeable (cannot be planned in advance), employees are required to give notice as soon as practical. PTO-sick leave shall be granted to employees as follows:
  - a. Full-time, salaried employees are granted five (5) days, which equates to forty (40) hours, of PTO-sick for "acceptable purposes" (as defined in subparagraph 2) each benefit year, which shall be front-loaded at the start of the year. Up to forty (40) hours of unused earned sick leave can be carried into the next benefit year. Alternatively, full-time salaried employees have the option of being paid out for up to five (5) days of PTO-sick per year, to the extent not used by the employee. You must notify the Administration of the Borough of High Bridge of your decision whether to carry-over or be paid out for the accrued and unused PTO-sick no later than on December 1 of the year in which the PTO-sick accrues.
  - b. Part-time, salaried employees are granted five (5) days of PTO-sick for acceptable purposes each benefit year, which shall be front-loaded at the start of the year. Newly hired part-time employees may begin to utilize accrued sick leave time 180 days after beginning their employment.

- c. All hourly workers, whether full- or part-time, shall accrue PTO-sick leave at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum of forty (40) hours of PTO-sick leave per benefit year. Up to forty (40) hours of unused earned sick leave can be carried into the next benefit year.

2) Acceptable Reasons to Use PTO-Sick Leave:

- You need diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or you need preventive medical care.
- You need to care for a family member during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or your family member needs preventive medical care.
- You or a family member have been the victim of domestic violence or sexual violence and need time for treatment, counseling, or to prepare for legal proceedings.
- You need to attend school-related conferences, meetings, or events regarding your child's education; or to attend a school-related meeting regarding your child's health.
- Your employer's business closes due to a public health emergency or you need to care for a child whose school or childcare provider closed due to public health emergency.

The term "family member" as used under the "Acceptable Reasons to Use Sick Leave" is defined as follows:

- Child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner)
- Grandchild
- Sibling
- Spouse
- Domestic partner or civil union partner
- Parent
- Grandparent
- Spouse, domestic partner, or civil union partner of an employee's parent or grandparent
- Sibling of an employee's spouse, domestic partner, or civil union partner
- Any other individual related by blood to the employee
- Any individual whose close association with the employee is the equivalent of family.

- 3) Employees hired prior to December 31, 2002 may have accumulated unused sick pay. This sick pay will remain separated on a "grandfathered" account and will be payable upon retirement unless previously utilized.

- 4) Employees are expected to take PTO-sick leave when necessary for the reasons outlined above and as stated in the New Jersey Sick Leave Act.

**D. PTO**

- 1) PTO is defined as all other leave, including vacation and personal time, that is not covered by sick leave.
- 2) Allotted and Accrual Time:

An employee’s accrual of PTO, shown by on the matrix below, shall be calculated based on an employee’s status (i.e., full or part-time) and years of service to the Borough, as shown in the tables below.

**Full-Time Salaried Employees**

<u>Years of Service</u>	<u>PTO-Sick Days</u>	<u>PTO Days</u>
6 months – 1 year	5	14
1 year – 4 years	5	19
5 years – 9 years	5	24
10 years – 14 years	5	29
15 years – 19 years	5	34
20 years +	5	39

**Part-Time Salaried Employees**

<u>Years of Service</u>	<u>PTO-Sick Days</u>	<u>PTO Days</u>
6 months – 1 year	5	5
1 year – 4 years	5	10
5 years – 9 years	5	15
10 years – 14 years	5	20
15 years – 19 years	5	25
20 years +	5	30

**Part-Time Hourly Employees**

<u>Years of Service</u>	<u>PTO-Sick Days</u>	<u>PTO Days</u>
6 months – 1 year	PTO-Sick time is accrued at the rate of 1 hour for every 30 hours worked	5
1 year – 4 years		10
5 years – 9 years		15
10 years – 14 years		20
15 years – 19 years		25
20 years +		30

3) Use and Notice

Department heads are authorized to approve incidental uses on a case by case basis of PTO outside the scope of the above matrix as determined appropriate to not unduly disrupt the operation of their respective department.

The use of time must be approved by the employee’s supervisor, department head and or administrator based the following advanced request submission prior to the first date of absence:

PTO:

- More than 4 hours up to 1 shift off – 2 days
- 3 to 5 consecutive shifts - 1 week
- 6 or more consecutive shifts - 2 weeks

No employee shall be permitted to utilize a block of more than 2 weeks (10 days) of consecutive PTO, except under extraordinary circumstances and with the approval of administration.

4) Carry-Over of PTO and PTO-Sick Time

a. Full-Time Salaried Employees

Full-time salaried employees will be allowed to carry a maximum of Eighty (80) hours of unused time PTO from the preceding benefit year to be utilized during future periods. Any unused hours over and above 80 hours will go into the employee’s “Emergency Time Bank” which shall hold the unused time and which can only be used in the event of a medical emergency with the approval of administration. Employees can

also voluntarily donate time from their Emergency Time Bank to other employees in need of such time.

PTO-Sick can be carried over or paid out as described in subparagraph C.(1)(a).

**Example:** Employee A has worked for the Borough of High Bridge for 17 years, and therefore is entitled to 5 days of PTO-sick and 34 days of PTO. Employee A used 3 days of PTO-sick and 15 days of PTO. With respect to the PTO-sick time, Employee A may either carry over 2 days or be paid out for the 2 unused days. With respect to the PTO time, Employee A may carry over 10 days eighty (80) hours (and will therefore have 44 days of PTO in the following year), and may also put the remaining 9 unused days (or 72 hours) into his or her Emergency Time Bank.

b. Part-Time and Hourly Employees

All part-time employees and all hourly employees will be allowed to carry over a maximum of eighty (80) hours of unused PTO from the preceding benefit year to be utilized during future periods. Any unused PTO over and above that 80 hours will be forfeited. These employees may also carry over up to 5 days (40 hours) of unused PTO-sick time.

5) Administrative Time

The need may arise for the closure of municipal offices or departments due to circumstantial matters where employee safety, necessity and or the ability to carry out the functions of that office is not possible or otherwise reasonable give the totality of the circumstances i.e. state of emergency with restrictive travel, etc. In such cases the borough administrator shall have the authority to close such offices or departments. The effected employee(s) shall not be penalized with use of PTO.

6) Applicability and Scope

This policy and procedure shall apply to all employees as specified and defined herein. This policy and procedure does not supersede existing laws, terms and conditions of collective bargaining, employment or other agreements where contradictions exist.

**K. Paid holidays.**

- a. The following days will be given off as holidays to non-bargained for full-time employees and paid for at the employee's regular pay rate:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Birthday  
Good Friday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
One-half New Year's Eve Day

- b. If the holiday falls on a Sunday, Monday shall be the day off. If the holiday falls on a Saturday, the Friday preceding shall be the day off.
  1. Amended as per Resolution 020-2017: December 26, 2017 will be recognized as a day off.
  2. If a designated day off falls on a holiday or on another designated day off then the designated day off will be moved to the next working day.
- c. In order to be eligible to receive holiday pay, an employee is required to work their regularly scheduled hours the workday preceding and the workday following the holiday. An approved vacation day or any other excused and paid day off is considered a day worked for purposes of holiday pay eligibility.

### 2.5.3. SICKNESS AND LEAVES OF ABSENCE.

#### A. Sickness.

- a. Full-time employees are allowed seven sick days during a calendar year. Up to forty (40) hours of unused sick leave can be carried into the next calendar year. However, if an employee has used forty (40) hours of sick leave time during the calendar year, the employee shall not be allowed to carry over any additional sick leave time into the next calendar year. Newly hired full-time employees may begin to utilize accrued sick leave time 120 days after beginning their employment.
- b. Part-time employees will accrue sick leave at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum of forty (40) hours of leave per benefit year. Up to forty (40) hours of unused earned sick leave can be carried into the next benefit year. No part-time employee shall be allowed to use more than 40 hours of leave per benefit year. Newly hired part-time employees may begin to utilize accrued sick leave time 120 days after beginning their employment. No payment in lieu of sick days will be granted.
- c. Employees absent from work for three or more consecutive sick days shall furnish a doctor's certification to qualify for sick time allowance. Sick days, separated by a weekend, are still consecutive sick days. Sick days may not be substituted as vacation and/or personal days.
- d. If your need for sick leave is foreseeable (can be planned in advance), notice must be provided of your anticipated use of the sick leave time seven (7) days in advance. If your need for earned sick leave is unforeseeable (cannot be planned in advance), employees are required to give notice as soon as it is practical.
- e. Sick days may not be substituted as vacation and/or personal days.

- f. All employees hired prior to December 31, 2001 could accumulate unused sick pay to be paid at a later date.
- g. Employees are expected to take sick leave when necessary for the reasons outlined below and as stated in the New Jersey Paid Sick Leave Act. Employees may not utilize sick leave time in increments of less than half (1/2) an hour.

Acceptable Reasons to Use Sick Leave

- You need diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or you need preventive medical care.
- You need to care for a family member during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or your family member needs preventive medical care.
- You or a family member have been the victim of domestic violence or sexual violence and need time for treatment, counseling, or to prepare for legal proceedings.
- You need to attend school-related conferences, meetings, or events regarding your child's education; or to attend a school-related meeting regarding your child's health.
- Your employer's business closes due to a public health emergency or you need to care for a child whose school or child care provider closed due to public health emergency.

The term "family member" as used under the "Acceptable Reasons to Use Sick Leave" is defined as follows:

- Child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner)
- Grandchild
- Sibling
- Spouse
- Domestic partner or civil union partner
- Parent
- Grandparent
- Spouse, domestic partner, or civil union partner of an employee's parent or grandparent
- Sibling of an employee's spouse, domestic partner, or civil union partner
- Any other individual related by blood to the employee
- Any individual whose close association with the employee is the equivalent of family.

**B.** Bereavement leave.

- a. Three days off with pay will be granted due to a death in the employee's immediate family, that is, parents, spouse, children, brothers or sisters, grandparents, mother- or father-in-law, son- or daughter-in-law or life partner.
- b. Requests for funeral leave should be made to the immediate supervisor.

**C.** Jury duty/witness duty leave.

- a. Paid time off will be granted for these activities assuming that the documentation provided by the court is presented to the employee's immediate supervisor prior to the applicable date. If employee is released from jury duty during regular working hours, the employee's supervisor must be notified to determine if returning to work is necessary.

**D.** Military leave.

- a. The duration of an unpaid military leave and the reinstatement provisions under the law depend on the type of military service. An employee must apply for a military leave of absence immediately on receipt of written orders from the military authority and provide a copy to the immediate supervisor. Employees must apply for reemployment within the period specified to guarantee reinstatement.

<b>If Leave Is For</b>	<b>And Duration Is</b>	<b>Then Reinstatement Is Guaranteed</b>
Military training duty (normally two weeks) (Note: Includes school attendance for special military courses which may last several months.)	For up to 30 days Local leave in excess of 30 days Council Approval required	On release from training
Initial active duty for training	At least 3 consecutive months up to 18 months for or training in National Guard or Reserve Unit plus period of reemployment rights after release active duty for	If application for reemployment is made within 31 calendar days from the earlier of: Date of satisfactory release from initial active duty for training; or Date of discharge of hospitalization incident to initial active duty or training; or One year after scheduled from initial active duty for rights after release training
Active duty for military service	Not to exceed 4 years (or 5 years if ordered to remain in service by military), plus period of reemployment rights	After satisfactory discharge if employee applies for reemployment within 90 calendar days after release from active duty or from hospitalization continuing up to one year after discharge

after discharge

**E.** Medical leaves of absence.

- a. Medical (including pregnancy) leaves of absence may be requested by full-time regular and part-time regular employees. If an employee expects to be absent for more than five consecutive workdays as a result of an illness, injury, or disability (including pregnancy), he/she must submit a written request for medical leave to the supervisor as far in advance of the anticipated leave date as practicable. If the absence is due to an emergency, the employee or a member of the immediate family must inform the supervisor or the head of the department as soon as practicable; this should be followed up with a written leave request, normally submitted within three days of the beginning of the leave. All medical leave requests must be accompanied by appropriate medical certification from the employee's physician, indicating the condition necessitating the leave request and the projected date of return to work.
- b. When an extended medical leave of absence is anticipated the employee shall file a Family Medical Leave Act form so the Borough may be in compliance with the FML act.
- c. If the medical leave request is granted, the employee is required to provide the Borough with additional physician's statements attesting to the employee's continued disability and inability to work at least once every 30 days or more frequently if requested. The employee may also be required to provide the Borough access to their medical records or to submit to an examination at any time by a physician designated by the Borough at its discretion.
- d. While on an approved medical leave of absence, the employee may be eligible for short-term disability and income-protection benefits if provided as part of regular employee benefits.
- e. Before being permitted to return from medical leave, the employee is required to present the Borough with a note from the attending physician indicating that the employee is capable of returning to work and performing the essential functions of his/her position, with or without reasonable accommodation. The Borough will consider making reasonable accommodation to an employee's disability in accordance with applicable laws where required. All Borough benefits that operate on an accrual basis (e.g., vacation and sick days) continue to accrue only during the first 30 days of an employee's medical leave. All Borough group health benefits, e.g., hospitalization and major medical insurance, continue during a medical leave.
- f. Unless applicable state or local law requires otherwise, reinstatement cannot be guaranteed to any employee returning from medical leave. Employees are notified about any such right to reinstatement before their leave begins. The Borough endeavors, however, to place employees returning from leave in their former position or in a position comparable in status and pay subject to budgetary restrictions, the Borough's need to fill vacancies, and the ability of the Borough to find qualified temporary replacements.

**F.** Personal leaves of absence.

- a. Unpaid personal leaves of absence for a period of up to 180 days may be requested by full-time regular and part-time regular employees who have completed three months of continuous service. The employee must request personal leaves, in writing, at least two weeks before the time he/she wishes such leave to begin. If the personal leave request is necessitated by an emergency, the employee or a member of his/her immediate family must inform the supervisor as soon as is practicable. This should be followed up with a written leave request, normally submitted within three days of the beginning of the leave.
- b. Personal leave may be granted for justifiable reasons (e.g., child care or to care for an ill family member) at the Borough's discretion, provided the leave does not seriously disrupt the Borough's operations. Personal leaves are not granted until all accrued unused vacation and personal days have been exhausted.
- c. Reinstatement cannot be guaranteed to any employee returning from personal leave. The Borough endeavors, however, to place employees returning from leave in their former position or in a position comparable in status and pay, subject to budgetary restrictions, the Borough's need to fill vacancies, and the ability of the Borough to find qualified temporary replacements.

**G.** If an employee is missing from his/her job without appropriate reason, and approval from the supervisor for a period of one week, the employee will be considered to have resigned.

## **Article VI. Personnel Management**

### **2.6.1 PAY SCHEDULES.**

#### **A.** Pay period.

- a. The Borough pays its full-time employees every 15 days, the 10th and the 25th of each month commencing with the first pay period of 2010 for a total of 24 pays. Certain part-time employees are paid monthly, semiannually or biweekly, as established upon hiring. If a holiday occurs on payday, checks are issued on the preceding day.
- b. Upon written request of an employee, the Borough shall make automatic deposits of pay to a
  - i. Bank account designated by said employee.
  - ii. Payroll deductions.
- c. Mandatory deductions:
  - i. Federal income tax.
  - ii. State income tax.
  - iii. Unemployment/disability insurance (SUI).
  - iv. Social security (FICA).
  - v. Contributory pension plans (PERS or PFRS) as required by state law.

- vi. Contributory life insurance as part of PERS or PFRS during the first year of employment and continuing thereafter unless the employee chooses to cancel.
- vii. Garnishments ordered by a court of law.
- viii. Voluntary deductions:
  - (1) IRA plans or other additional retirement investment plans approved by Council.
  - (2) Union dues if required by Contract.
  - (3) Any other voluntary deduction requested by an employee subject to the approval of Council.
- d. Overtime and double-time pay for hourly employees.
  - i. An hourly employee authorized by the supervisor to work more than eight hours in a day, Monday through Friday, will be paid 1 1/2 times their regular hourly rate.
  - ii. An hourly employee authorized by the supervisor to work on Saturdays will be paid 1 1/2 times their regular hourly rate and twice their regular hourly rate on Sundays and holidays.
  - iii. Overtime and double-time may be paid in a separate check from base pay at the employee's discretion.
- e. Call-out pay.
  - i. A nonbargained for employee called out to work on a day off or after a regularly scheduled tour will be paid for a minimum of four hours.
- f. All salary and hourly rate increases are subject to appropriate funding in the municipal budget and adoption of the appropriate Salary Ordinance and Resolution by the Mayor and Council, and may be paid retroactively at the discretion of the Mayor and Council, with the advice of the Borough Administrator.

### 2.6.2 PERSONNEL RECORDS.

- A.** A personnel record shall be kept on each employee of the Borough and is the responsibility of the Borough Administrator. This file will include all data pertinent to the employee and his/her employment. This file shall contain the following:
  - a. Employee record card, which includes address, phone number, emergency number and family status.
  - b. Application for employment, reference verifications, tests and other information accumulated during the hiring process.
  - c. Record of changes that impact employee benefits or payroll deductions, such as addition or deletion of dependents.
  - d. Annual W-4 forms.
  - e. School and other records accumulated during employment.

- f. Job description.
  - g. Employee's verification that he/she has received a copy of the current Personnel Manual.
  - h. Copies of recent performance reviews.
  - i. A record of any and all personnel actions taken.
  - j. Commendations and other pertinent information that may apply.
- B.** Employee records shall be maintained as up to date as reasonably practical. The employee is responsible for updating any changes in name, insurance beneficiaries, number of dependents, address, telephone number or other relevant personal data. These changes should be reported to the supervisor or Borough Clerk within two weeks of occurrence.
- C.** Official personnel history files are confidential records and will be maintained in the administrative offices of the Borough in a locked file. Access shall be given to the department head, Borough Administrator or the appropriate Council committee chair and Mayor. The employee has the right to review his/her file. The review shall take place in the presence of either the employee's supervisor, Municipal Clerk or Deputy Clerk, Borough Administrator, Council committee chair or Mayor.
- D.** Pursuant to Federal Transportation Act requirements, all records pertaining to a random drug-testing program for all employees required to have a commercial drivers license (CDL) shall be kept in a separate file and maintained according to law.

### 2.6.3 COMMUNICATIONS.

- A.** Good communication is critical to the effectiveness of the Borough's work. It is the only way to clear up misunderstandings, resolve problems, and provide positive feedback to employees.
- B.** Supervisors are the main source of information for Borough employees. Employees should strive to improve communications at all levels, including with Mayor and Council.

### 2.6.4 PERSONAL PROBLEMS.

Since personal problems affect one's work and well-being, they need to be addressed. When confronted with a personal problem which needs his/her full attention, an employee should speak to the supervisor. Such conversations are to be held in strict confidence. If there is reason, an employee may discuss the problem in strict confidence with the Borough Administrator or appropriate committee chair or Mayor. A supervisor may refer the employee to the Committee chair. Supervisors, the Borough Administrator and Mayor and Council may provide direction on where to get advice, what programs may be available, or other pertinent information.

### 2.6.5 COMPLAINTS.

It is the policy of the Borough that every employee be treated fairly, courteously and with respect. When a complaint, problem or misunderstanding occurs, an employee should discuss it with the supervisor. It is the responsibility of the supervisor to attempt to arrange a mutually satisfactory settlement within three working days, or advise the employee of the inability to do so. Failing a solution, the issue may be brought to the Borough Administrator at a meeting, which will include the supervisor. They will attempt to find a mutually satisfactory solution within 10 days. Failing a solution, the issue will be forwarded to the Mayor and Council, who are the final authority.

#### 2.6.6 PERFORMANCE REVIEWS.

- A.** Job performance of a probationary employee will be reviewed monthly with the supervisor. Should performance during the probationary period not meet minimum standards, employment may be terminated.
- B.** Performance of permanent employees will be reviewed with the supervisor at least once a year. At that time, there will be a discussion of ways to improve the employee's quality and efficiency on the job and establish goals for the next year. The performance review will be documented, in writing, and signed by the employee, the immediate supervisor, and the Borough Administrator. Direct reports to the Administrator will require the signature of the Administrator and the Mayor. The Borough Administrator's review shall be signed by the Mayor and Council President. No performance evaluation shall be communicated to the employee unless two levels of management have concurred with the appraisal. An unsatisfactory review requires another performance review within six months. If the second review is unsatisfactory the employee may be terminated.
- C.** The performance review form may be changed without notice or updated to take into account different circumstances; any update in the form shall be approved by the Executive Committee prior to it being utilized.
- D.** Merit increases are determined using the performance rating scale found at the end of the performance appraisal form approved by the Borough Council. Merit increase percentages are determined by the amount available in the current year's budget. The individual amounts are determined by each department supervisor and communicated to the Chair of the Finance Committee and approved by the Administrator. Individual ratings should not be communicated, only the pay treatments, since the employee rating are confidential. Each supervisor is given a base amount of departmental salary increase. The increase is the total amount the supervisor may divide among the employees as a merit increase. The merit score of the individual employee defines the merit increase, which is based on a percentage of the employee's salary. The supervisor may not exceed an amount for the total merit increases than is budgeted for the department. The Administrator and the supervisor and/or employee will make every effort to mutually agree on the rating in the performance appraisal. If the Administrator or immediate supervisor cannot agree, the Administrator reserves the right to finalize the performance appraisal
- E.** The merit review system should be initiated at the end of the year for which the employee is being rated. Merit increases should be made part of the temporary budget and distributed early in the following year.

- F.** A new hire's merit performance pay is based on the number of months they worked during their initial year and prorated on a monthly basis to that year.

#### 2.6.7 TERMINATION OF EMPLOYMENT.

- A.** An employee who is resigning from a Borough position must give at least two weeks' notice to the administrative office, in writing, in order to allow time to find a replacement, process benefit materials, and complete any required documents. If the employee is transferring from one Borough position to another, benefits and records will automatically be transferred over.
- B.** Whatever the reason for termination with the Borough, the employee may be asked to participate in an exit interview before leaving. It is required that the employee will clean out his/her work areas and turn in any identification, safety equipment, uniforms, keys and other Borough materials. The final paycheck will be withheld until this step is completed.
- C.** All employment relationships with the Borough are on at-will basis. Although the Borough hopes that its relationships with employees are long term and mutually rewarding, the Borough reserves the right to terminate the employment relationship at any time.
- D.** The Mayor may remove any department head and, pursuant to state statutes and provisions concerning term of office or tenure, any other municipal executive officer who is not a subordinate departmental officer or employee, after notice and an opportunity to be heard.
- E.** Any employee of the Borough may be terminated by the Mayor, with the advice and consent of Council, with due input from the employee's supervisor and the Borough Administrator. If an emergency situation exists or an employee commits a serious offense, the Mayor reserves the right to suspend, investigate and terminate the employee.

### **Article VII. Discipline**

#### 2.7.1 CONSEQUENCES OF MISCONDUCT.

- A.** First occurrence of misconduct. The supervisor will call the employee aside or formally discuss the misconduct and the necessity for compliance with the rules written in this Part 1 or with the general rules of proper, non-injurious work behavior. Instruction will be provided as to the method of correction and/or ways to stop the improper action. If need be, the supervisor will stress that the discussion is to be considered a warning and that further disciplinary action may follow should further misconduct occur.
- B.** Second occurrence of misconduct within six months or with the first infraction of a serious nature that does not require immediate termination. The supervisor issues a verbal reminder or instruction and enters a written comment into the employee's personal file. This written record will be a full reprimand report form with supervisor and employee signatures. Emphasis again is placed on explaining the need and purpose of the rule or policy and ensuring understanding. The Borough Administrator and the appropriate Council subcommittee chair will be informed and may call an additional meeting. The

employee is informed that should the problem continue (or other types of infractions), further disciplinary action will result and that it could impact on his/her job standing with the Borough.

- C.** Third occurrence of misconduct within six months of the second occurrence. The supervisor reminds and reinstructs the employee as required. A formal reprimand report is prepared and filed in the employee's personnel file, and the Borough Administrator and the appropriate Council subcommittee chair is informed and will meet with the employee and the supervisor. The Mayor and Council will be informed of the incident. The employee will be subject to suspension and/or termination.

#### 2.7.2 CONSEQUENCES OF SERIOUS CONDUCT VIOLATIONS.

In the case of serious violations or serious breaches of discipline, immediate indefinite suspension of the employee by the Borough Administrator (or Municipal Clerk with the advice of the Borough Attorney) may result. The matter will be brought before Mayor and Council for a full determination at the next regular Council meeting. Discharge and loss of any long-term benefits may ultimately result. If an emergency situation exists or an employee commits a serious offense, the Mayor reserves the right to suspend, investigate and terminate the employee.

#### 2.7.3 DOCUMENTATION OF MISCONDUCT OR VIOLATIONS.

- A.** Records of serious violations will not be cleared from an employee's record.
- B.** Sample forms to be used in documenting an employee's misconduct of the Borough's rules of conduct will be included in the Employee Manual.

### **Article VIII. Adoption and Implementation**

#### 2.8.1 TITLES FOR PUBLIC EMPLOYMENT; SALARY RANGES.

The Council shall by ordinance establish titles for public employment by the Borough and salary ranges for the High Bridge Borough employees.

#### 2.8.2 PERSONNEL POLICIES AND PROCEDURES.

The Council shall by resolution adopt and amend, from time to time, personnel policies and procedures, including rules concerning the hiring and termination of employees, terms and conditions of employment, and regulations required to comply with applicable federal and state employment-related law. The personnel policies and procedures adopted pursuant to said resolution(s) shall be applicable to all officials, appointees, employees, perspective employees, volunteers and independent contractors of the Borough of High Bridge.

#### 2.8.3 IMPLEMENTATION AND ENFORCEMENT.

The Administrator shall be responsible to implement and enforce the personnel practices adopted by ordinance or resolution authorized pursuant to this article. If there is a conflict between said personnel practices and any duly adopted and lawful collective bargaining agreement, personnel

services contract or federal or state law, the terms and conditions of that contract or law shall prevail. In all other cases, the practices adopted pursuant to this article shall prevail.