



# **Borough of Waldwick**

## **Employee Handbook**

**Adopted November 23, 2021**

## **EMPLOYEE HANDBOOK**

### **DISCLAIMER**

The purpose of this Handbook is to acquaint employees with his/her employment for the Borough of Waldwick (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 bargaining agreements.

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

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

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

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

Unclassified Employees - N.J.S.A. 11A:3-5 provides that incumbents in an unclassified title serve for a fixed term or at the pleasure of the appointing authority. The laws and regulations which apply to Career Service employees, also known as Civil Service employees, do not apply to unclassified employees. The portions of this Handbook which refer to the rules promulgated by the New Jersey State Civil Service Commission, N.J.A.C. 4A:1-1 et seq., do not apply to unclassified employees. However, all other local, State or federal statutes, rules and regulations referred to in this Handbook do apply to unclassified employees.

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

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

Elected Officials – Officials elected pursuant to N.J.S.A 40A:60-1 et. seq., which includes the Mayor and Council, are considered Non-Contractual Employees for the purposes of this Handbook.

Volunteers - Many of the policies in this Handbook shall also apply in equal force to volunteers of the Employer, including the Fire Department, Ambulance Corps, Community Emergency Response Team, boards, and commissions.

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

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

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

**TABLE OF CONTENTS**

I. ANTI-DISCRIMINATION POLICIES .....	1
A. Equal Opportunity.....	1
B. Americans with Disabilities Act .....	1
C. “Whistleblower” Policy .....	1
II. ANTI-HARASSMENT POLICY .....	2
III. NEW JERSEY CIVIL SERVICE COMMISSION .....	4
A. Classification.....	5
B. Employee Definitions .....	5
C. Employment/Promotional Examinations .....	6
IV. CONDUCT OF EMPLOYEES.....	6
A. Ethical Conduct.....	6
B. Political Activity .....	7
V. CONDITIONS OF EMPLOYMENT .....	8
A. Job Description Policy .....	8
B. Hours of Work .....	8
C. Attendance and Tardiness .....	9
D. Inclement Weather Policy .....	10
E. Job Performance Evaluations.....	10
F. Resignation .....	10
G. Personnel Records.....	10
H. Appearance Policy .....	11
I. Vehicle Use Policy.....	11
J. Computer Usage.....	11
K. Social Networking Policy .....	12
VI. DRUG- AND ALCOHOL-FREE WORKPLACE POLICY.....	13

VII. COMPENSATION AND BENEFITS .....	13
A. Payroll Policy.....	13
B. Overtime Policy .....	14
C. Health and Medical Benefits Policy .....	14
D. Retirement Policy.....	15
VIII. PAID AND UNPAID LEAVE.....	15
A. Paid Holiday Leave.....	16
B. Sick Leave.....	16
C. Earned Sick Leave Law .....	17
D. Vacation Leave .....	18
E. Personal Days.....	18
F. Bereavement Leave.....	19
G. Terminal Leave .....	19
H. Family and Medical Leave.....	19
I. Domestic Violence Leave .....	23
J. Military Leave.....	24
K. Jury Duty.....	24
L. Leaves Without Pay .....	24
IX. WORKERS' COMPENSATION .....	25
X. DOMESTIC VIOLENCE POLICY.....	26
XI. PROTECTION AND SAFE TREATMENT OF MINORS .....	26
XII. EMPLOYMENT PROCEDURES.....	26
A. Hiring Process.....	26
B. Open Public Meetings Act Procedure Concerning Personnel Matters.....	28
C. Processing and Orientation of New Employees Procedure.....	28
D. Initial Employment Period Procedure.....	28
XIII. DISCIPLINARY PROCEDURE.....	29
XIV. COMPLAINT PROCEDURE.....	31

XV. ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK.....32

## **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 Borough Administrator serves as the 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.

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

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

### **C. “Whistleblower” Policy**

Under the New Jersey Conscientious Employee Protection Act (“CEPA”), N.J.S.A. 34:19-1, it is unlawful for an employer to discharge, suspend, demote, or take other action against an employee because they disclose a policy or practice they reasonably believe is a violation of law, rule, or regulation pursuant to law. CEPA also protects employees who provide information to a public body conducting an investigation into a violation of a law or rule, or if an employee refuses to participate in any activity that the employee believes is in violation of a law, is fraudulent or criminal, or is against public policy concerning public health, safety or welfare.

Reprisals against anyone who makes a complaint under this policy will not be tolerated and violators of the policy will be subject to discipline, up to and including termination, and may be subject to any other liability authorized under applicable law.

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

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

Additionally, it is a violation of this policy to engage in sexual (or gender-based) harassment of any kind, including hostile work environment harassment, quid pro quo harassment, or same-sex harassment. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcomed 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 Chief Administrative Officer/Affirmative Action Officer, the Borough Attorney or to any other management representative which he or she feels most comfortable to relay the problem. Employees are encouraged to utilize the attached Harassment Complaint 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 Chief Administrative Officer/Affirmative Action Officer or the Borough Attorney. 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.

#### Contact Information

1. Chief Administrative Officer / Affirmative Action Officer  
Borough Administrator  
Patrick Wherry  
[pwherry@waldwicknj.org](mailto:pwherry@waldwicknj.org)  
201-652-5300 x227
2. Borough Attorney  
Craig Bossong, Esq.  
FPSCT&T LLC  
[cbossong@floriolaw.com](mailto:cbossong@floriolaw.com)  
201-843-5858

### **III. NEW JERSEY CIVIL SERVICE COMMISSION**

Individuals employed by the Employer fall within the jurisdiction of the New Jersey Civil Service Commission ("CSC"), which regulates employment within State, County, and Municipal governments through a merit system. As an employee of the Employer, you are subject to the rules and regulations of the CSC.

## **A. Classification**

Individuals employed by the Employer fall within either “classified” or “unclassified” service.

“Classified” employees may be either full or part-time, temporary, provisional or permanent. The classified service is divided into competitive and non-competitive. The competitive division includes all positions which require special skills. Those in the competitive division are subject to examinations given under the auspices of the CSC.

“Unclassified” employees are those elected by popular vote, appointees of the governing body, Department Heads and/or employees for whom the statutes of the State of New Jersey prescribe fixed terms. These employees are not technically subject to the provisions of the CSC. However, the Employer’s policy is to grant unclassified employees essentially the same fringe benefits and procedural rights as their counterparts in the classified service. For any questions as to which fringe benefits apply to unclassified employees, the Borough Administrator should be contacted.

## **B. Employee Definitions**

1. Provisional Employee – Pending the establishment of a list of eligibles, a vacancy may be filled by a provisional employee. Such appointment shall continue only until the CSC promulgates an appropriate list. A provisional employee may be terminated at any time with or without cause.
2. Intermittent Employee – Intermittent employees are those who are hired, in titles and departments specified by CSC, in the career service where work responsibilities are characterized by unpredictable work schedules, and which do not meet the normal criteria for regular, year-round, full-time, part-time assignments. Intermittent employees are not eligible for health benefits.
3. Permanent Employee – Permanent Employees are those who have passed an open competitive examination or promotional examination, have received certification, have been appointed, and have satisfactorily completed the required working test period.
4. Temporary Employee (T-120) – Temporary employees are those who are hired for a limited period not to exceed an aggregate of six (6) months within a twelve (12) month period. Temporary employees are not eligible for benefits. A temporary employee may be terminated at any time with or without cause.
5. Temporary Interim Employee – Temporary interim employees are those who replace permanent employees on an approved leave of absence. A temporary interim employee may be terminated at any time with or without cause.

6. Seasonal Employee – Seasonal employees are those appointed to a temporary position which may be of a seasonal nature for a period not to exceed three (3) months in any twelve (12) month period. Seasonal employees are not eligible for benefits. A seasonal employee may be terminated at any time with or without cause.
7. Probationary Employee – A probationary employee is one who is serving a working test period.
8. Volunteer – Volunteers of the Employer, including the Fire Department, Ambulance Corps, Community Emergency Response Team, boards, and commissions.

### **C. Employment/Promotional Examinations**

Pursuant to N.J.A.C. 4A:1-1 et seq., CSC examinations may be written, oral or an evaluation based on education, training and experience. CSC examinations may be either open competitive or promotional depending upon the circumstances involved. In either case, a certified list will result. To be eligible for an open competitive examination, you must meet the qualifications established by the CSC at the time of filing. Preference in open competitive certification and appointment is given to those who successfully pass examinations in the following order: (i) disabled veteran; (ii) veteran; and (iii) non-veteran.

Promotional examinations are competitive and only open to qualified employees within the department where the promotional opportunity exists. To compete in a promotional examination and to be eligible for promotion, you must have permanent employment status and meet the specific qualifications established by the CSC, as described in the individual Promotional Announcement.

Probationary Period – Employees in all divisions of the classified service must serve a working test period after regular appointment as delineated by the CSC. This probationary period enables the Department Head to evaluate the new employee's conduct and work performance before permanent status is achieved.

## **IV. CONDUCT OF EMPLOYEES**

### **A. Ethical Conduct**

Pursuant to the provisions of the Local Government Ethics Law:

1. No employee or member of his or her immediate family will have an interest in a business organization or engage in any business, transaction or professional activity, which is in substantial conflict with the proper discharge of his or her duties in the public interest.
2. No employee should use or attempt to use his or her official position to secure unwarranted privileges or advantages for him or herself or others.

3. No employee should act in his or her official capacity in any matter wherein he or she, a member of his or her immediate family, or business organization in which he or she has an interest, has a direct or indirect personal or financial interest that might reasonably be expected to impair his or her objectivity or independence of judgment.
4. No employee should undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his or her independence of judgment in the exercise of his or her official duties.
5. No employee, member of his or her immediate family, or business organization in which he or she has an interest, should solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan contribution, service, promise or other thing of value was given or offered for the purpose of influencing him or her directly or indirectly in the discharge of his or her official duties.
6. No employee will use, or allow to be used, his or her public employment, or any information, not generally available to members of the public, which he or she receives or acquires in the course of and by reason of his or her employment, for the purpose of securing financial gain for himself or herself, any member of his or her immediate family, or any business organization with which he or she is associated.
7. No employee or business organization in which he or she has an interest will represent any person or party other than the Employer in connection with any cause, proceeding, application or other matter pending before any agency in the local government in which he or she serves. An employee or members of his or her immediate family may represent himself or herself in proceedings concerning the employee's own interests.

## **B. Political Activity**

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

No person holding a position in the Career Service as defined in N.J.A.C. 4A:1-1.3 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, in accordance with N.J.A.C. 4A:10-1.2. No employee in the Career Service or Unclassified Service as defined in N.J.A.C. 4A:1-1.3 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.

## **V. CONDITIONS OF EMPLOYMENT**

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

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

### **B. Hours of Work**

The Administration Building Offices of the Borough of Waldwick are open for the conduct of municipal affairs daily from 8:30 AM to 4:00 PM Monday through Friday each week, except in the case of authorized legal holidays approved by the Borough Council.

All employees are expected to be at work and ready to assume their duties at the beginning of the scheduled workday. Lateness and absence will be tolerated only in emergencies or when the supervisor gives prior approval. All absences must be reported to the supervisor prior to the start of the normal workday. The normal working hours for administrative departments are 8:30 AM to 4:00 PM. In an emergency, the department heads may vary starting and quitting times as required. Unless otherwise specified, the normal workweek for all full-time employees, except uniformed police officers and public safety telecommunicators, consists of five (5) consecutive days, Monday through Friday.

In addition to the times specified above, the Tax office and the Borough Clerk's office shall be open Tuesday evenings from 4:00 PM to 7:00 PM. Staffing for this period will be one individual from each area and it shall be alternated amongst the total department's personnel, with that individual reporting for work at 11:30 AM and working until 7:00 PM. The Building Department shall be open Tuesday evenings from 6:00 PM to 8:00 PM. The Assessor's Office shall be open, by appointment, Tuesday evenings from 4:00 PM to 7:00 PM and be staffed by the Assessor.

The Building Sub-code/Zoning/Property Maintenance Official shall work 7:00 AM to 2:30 PM. They shall also have hours Tuesday evenings from 6:00 PM to 8:00 PM. In addition to the hours specified above, this official shall also attend all Board of Adjustment and Planning Board meetings and all court sessions in which they are a party on behalf of the Borough at no additional compensation.

All police personnel (uniformed and public safety telecommunicators) will be required to work rotating twelve-hour shifts. These shifts are illustrated in the Police Department Manual given to all members of the Department.

All employees are entitled to a half-hour lunch break, scheduled by the supervisor. Administrative personnel lunches must be scheduled so that offices continue to function. All lunch periods shall be unpaid.

All employees are entitled to a 15-minute break in the morning and in the afternoon. Administrative personnel must arrange breaks so that offices continue to function. Breaks for other employees will be scheduled by the supervisor.

Each department head will maintain a daily log in which attendance records will be kept. Absences from posts of duty for purposes of the conduct of official Borough business shall be so reported to the department head. If the department head plans an absence, the department head must notify the Borough Administrator of the absence. Accurate and complete attendance records will be maintained by each department head or the person in charge of each department or office who will certify to the accuracy of the time report or record. These reports or records will be filed at the beginning of each month with the Borough Administrator. Daily attendance records will include notations of employees authorized absences and vacations.

The Borough Administrator must authorize changes in the hours of any Borough Department in advance.

### **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 or she will not be able to report to work or will be late, the employee's immediate supervisor must be advised in accordance with their Department's policy and shall, in no circumstances, be less than fifteen (15) minutes prior to the scheduled starting time.

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

#### **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 adjustments to any departments start or end time. If an employee chooses not to report for work due to inclement weather conditions, he or 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.”

#### **E. Job Performance Evaluations**

Employees will be formally evaluated during the working test period (a part of the examination process after regular appointment, during which time the work performance and conduct of the employee is evaluated to determine if permanent status is merited) and once each year thereafter. 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.

#### **F. 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 or 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.

#### **G. Personnel Records**

The contents of individual employee personnel records are strictly confidential and will be disclosed by the Employer only to the extent required by 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 or 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.

## **H. 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.

## **I. 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.

Drivers are required to notify their immediate supervisor in those cases where a license is expired, suspended, or revoked for any reason. Failure to report such an instance subjects the employee to disciplinary action, up to and including termination. Any employee who does not hold a valid New Jersey Driver's License shall not be allowed to operate an Employer-assigned vehicle until such time as a valid license is obtained.

Employees who drive their own vehicle for Employer business must provide the Employer with a copy of their vehicle's current Certificate of Insurance evidencing liability limits of \$100,000 Combined Single Limit (CSL) or \$100,000/\$300,000/\$50,000 split limit.

## **J. 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.

#### **K. 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.

## **VI. 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 Manual.

## **VII. COMPENSATION AND BENEFITS**

### **A. 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 twice per month, with overtime being paid as soon as possible. Employees who are going on vacation and would like their checks in advance must make a written request at least two weeks in advance of the vacation.

The Borough of Waldwick will not accept responsibility for any employee's personal finances. The Borough of Waldwick will acknowledge judgments against an employee's pay, but will not act as a mediator between the employee and creditors.

## **B. Overtime Policy**

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 agreements and applicable statutes. All scheduled overtime must be approved in advance by the employee's Department Head or designee.

Non-exempt employees may be eligible for compensatory time off for hours worked beyond their normal workday in lieu of overtime, upon request and with prior approval from their respective department head. All compensatory time shall be in compliance with the Fair Labor Standards Act. Employees must make a request to their supervisor at least two days in advance when they want to take compensating time off in lieu of overtime pay. The supervisor will approve the request if the absence does not cause undue hardship to the department. Previously scheduled vacation time and holiday time are considered time worked for purposes of determining overtime compensation, but sick time and personal time are not.

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

## **C. Health and Medical Benefits Policy**

The Borough provides the following health and medical benefits for eligible Borough employees, and their respective families. Elected officials do not receive health or medical benefits.

Health coverage is provided by the New Jersey State Health Benefits Plan or its equivalent. Employees will make an annual contribution towards the cost of their health benefits based upon the formula contained in P.L. 2011 c. 78. The Borough offers a health care waiver option in accordance with Chapter 259, PL 1995 and Chapter 189, PL 2001 for eligible employees who exercised that option prior to the passage of P.L. 2010 c. 2. Those exercising the option after the May 23, 2010 shall be governed by the regulations incorporated in P.L. 2010 c. 2.

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

Dental health coverage is currently provided by Delta Dental Network. The employees are required to pay \$2.00 per pay for single coverage and \$4.00 per pay for two-party or more coverage.

The Borough offers all employees eligible for health benefits a Section 125 flexible spending account through AFLAC funded entirely by payroll deduction. Enrollment into the plan must be done during the annual enrollment period. The maximum annual contribution into this plan is hereby established at \$2,000.

#### **D. Retirement Policy**

Under State law, all employees must enroll in the New Jersey Public Retirement System, the Police and Fire Fighters Retirement System, or the Defined Contribution Retirement Program 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 Borough Administrator 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 supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. The Supervisor will prepare an Employee Action form showing any pay or other money owed the employee. The Borough 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 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.

#### **VIII. PAID AND UNPAID LEAVE**

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

## **A. Paid Holiday Leave**

All eligible employees shall enjoy holidays with pay, to be observed on the dates specified by the Employer, or as otherwise outlined in the applicable collective bargaining agreement.

## **B. Sick Leave**

A full-time non-contractual employee shall be entitled to 15 working days of paid sick leave per year. Part-time non-contractual employees shall be entitled to a proportionate amount of paid sick leave.

Sick leave shall be accrued as follows:

- New employees shall receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month;
- After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each calendar year in anticipation of continued employment, employees shall be credited with 15 working days.
- The sick leave allotment for Public Safety Telecommunicators shall be as described in this section, with each earned working day still defined as eight hours in duration, even though they work a twelve hour day.

Sick leave may only be used in cases where the employee is ill and unable to work, or in cases of the serious illness of a family member or death in the employee's immediate family, for a reasonable period of time. Any employee who is absent on sick leave for five (5) or more consecutive working days is required to produce a physician's certificate of illness as evidence substantiating the illness. The Employer also reserves the right to require proof of illness of an employee on sick leave whenever such a requirement appears reasonable or warranted.

A medical certificate shall also indicate that, upon the employee's return to work, he/she is able to resume regularly assigned work duties. Sick leave will extend from the date at which the employee's physician certifies that the employee is unable to work due to the disabling effects of the injury or illness until that date which the employee's physician certifies that the employee is able to resume work.

Requests for sick leave must contain both anticipated commencement and return to work dates. These dates may be adjusted or extended upon application from the employee combined with medical certification of necessity. The Employer reserves all rights to challenge any application for sick leave and to require an employee to be examined by an Employer-designated physician prior to the granting of sick leave or prior to permitting the employee to return to work.

An employee on sick leave may not be permitted to return to work until such medical certification is received by the Employer.

At the end of each calendar year, an employee's unused sick time is added to the allotment for the following year. Employees will not be paid for any unused sick leave, except as expressly required by federal or State Laws, or an applicable collective bargaining agreement or personnel policy.

### **C. Earned Sick Leave Law**

For those employees who do not receive sick time pursuant to Civil Service laws or regulations, or pursuant to any other law, rule, or regulation of this State, or who are not covered under an applicable collective bargaining agreement, the following sick leave policy shall apply, to the extent required by the New Jersey Earned Sick Leave Law:

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. However, an employee may not use more than 40 hours of sick leave per benefit year.

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

1. Time needed for diagnosis, care, or treatment of, or recovery from, the employee's own mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
2. To aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
3. If an employee or a family member are a victim of domestic or sexual violence, and are obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence;
4. Closure of an employee's workplace, or of the school or place of care of an employee's child, due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others; or
5. If an employee needs to attend a school-related conference, meeting, function or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee's child, or to attend a meeting

regarding care provided to the child in connection with the child's health conditions or disability.

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

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

#### **D. Vacation Leave**

Vacation leave is granted in days to each full-time employee and shall accrue at a rate of 1 day per month of service in the initial year of employment. Leave for longer tenured employees is outlined in the Personnel Policies Manual. Employees who are covered by a collective bargaining agreement shall abide by the vacation schedule set forth within the applicable agreement. All vacations must be approved by the employee's supervisor in accordance with established Employer guidelines.

Vacation days may not be accumulated for more than two (2) calendar years. Permanent part-time employees earn vacation leave on a pro-rated basis. Temporary and seasonal employees are not eligible for vacation leave benefits. Any unused vacation days carried forward from one calendar year into the next must be used during the second year, or shall be forfeited.

#### **E. Personal Days**

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

An employee must apply for personal leave to his/her supervisor, in writing. The employee must provide the reason for the requested leave and apply for it as far in advance as possible, but not less than seventy-two (72) hours prior to the leave. An employee may take personal leave only if his/her supervisor or designee approves and grants the leave. No personal leave will be applied for, approved, or granted immediately before or after any vacation period, holiday period, or weekend, except under extraordinary circumstances.



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

#### **F. Bereavement Leave**

All full-time employees shall have up to four (4) days paid leave in the event of the death of a spouse, significant other, child, parent, stepchild, grandparent, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandchild, uncle or aunt of the employee or any other member of the immediate household. One (1) day leave will be given to attend the funeral services of a family member of the employee, not named above. Permanent part-time employees are entitled to bereavement leave on a pro-rated basis.

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

#### **G. Terminal Leave**

Employees hired prior to January 1, 1993 shall be entitled to credit of unused accumulated sick leave time at the time of retirement unless covered by separate Agreement approved by the Mayor and Council provided, however, that no employee shall be given credit for accumulated sick leave time beyond 130 working days. All employees hired between January 1, 1988 and December 31, 1992 shall only be entitled to accumulate 65 working days in sick leave time. Employees hired after January 1, 1993 are not eligible for this benefit.

#### **H. 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:

1. the birth of a child and in order to care for such child;

2. the placement of a child with the employee for adoption or foster care;
3. in order to care for the family member of the employee who is suffering from a serious health condition;
4. for a serious health condition that makes the employee unable to perform the functions of his/her position; or
5. 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. This form is available on the U.S. Department of Labor website, [www.dol.gov](http://www.dol.gov). 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 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:

1. The birth of a child and in order to care for such child;
2. The placement of a child with the employee for adoption or foster care;
3. In order to care for the family member of the employee who is suffering from a serious health condition; or
4. 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 for additional leave under the NJFLA 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 bargaining 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 twelve (12) weeks 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.

### **I. 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.

#### **J. 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.A.C. 4A:6-1.11, N.J.S.A. 38:23-1, N.J.S.A. 38a:4-4 and the Uniformed Services Employment and Reemployment Rights Act (“USERRA”).

#### **K. Jury Duty**

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

#### **L. Leaves Without Pay**

Employees may be granted a personal leave of absence without pay for up to one year at the sole discretion of the Borough Administrator if the leave does not cause undue operational disruption. All leaves of absence shall be governed by Civil Service rules and regulations, federal and state regulations, and any other guidelines as may be established by the Borough.

A leave of absence without pay may be requested by an employee who shall submit in writing, all facts bearing on the request to his department head, who will append his recommendation and forward the request to the Borough Administrator.

The leave must include the use of any accrued vacation and sick leave time, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of vacation and sick leave will be without pay or longevity credit. In exceptional circumstances, the Borough Administrator may extend a leave of absence for an additional six months, if such extension is considered in the best interests of the Borough of Waldwick.

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 Borough of Waldwick Health Benefits Policy. A personal leave is granted with the understanding that the employee intends to return to work for the Borough of Waldwick. If the employee fails to return within five business days after the expiration of the leave, the employee shall be considered to have resigned.

#### **IX. 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. 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.

Where an employee suffers a work connected injury or work connected disability, the Borough shall continue paying such employee his normal take-home pay during the continuance of such employee's inability to work up to a maximum of ninety (90) calendar days. During this period of time, all temporary disability benefits accruing under the provisions of the Workmen's Compensation Act shall be paid over to the Borough; in the alternative, the Borough may pay such employee the difference between normal take-home pay and the temporary disability Workmen's Compensation awarded up to a maximum of ninety (90) calendar days. These payments shall not be chargeable to the employee's sick leave. Paid Borough employees, who are members of the Waldwick Fire Department or WALVAC, who are injured while on duty with those organizations, shall receive the benefit outlined in the this paragraph.

## **X. DOMESTIC VIOLENCE POLICY**

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

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

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

The Borough is fully committed to protecting the health, safety and welfare of minors who interact with officials, employees, and volunteers of the Borough to the maximum extent possible and has adopted a policy which establishes the guidelines for officials, employees, and volunteers who set policy for the Borough 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. See the full policy, Borough of Waldwick Policy Addressing the Protection and Safe Treatment of Minors and Frequently Asked Questions.

## **XII. EMPLOYMENT PROCEDURES**

### **A. Hiring Process**

**Recruitment:** The Borough Administrator will coordinate the employment recruitment process for all vacancies to ensure compliance with contractual, legal, Civil Service and Equal Employment Opportunity Commission (“EEOC”). When a vacancy occurs, it is the responsibility of the Supervisor to notify the Borough Administrator. The Borough Administrator will undertake to recruit qualified applicants in accordance with applicable Federal and State law (including New Jersey Department of Personnel regulations if the position is subject to Civil Service.) Where positions are advertised, the media or other periodical utilized must have as wide circulation as possible to encourage applications from candidates from diverse backgrounds and must prominently state that the Borough of Waldwick is an equal opportunity employer.

Additionally, notices concerning job openings or changes in conditions of employment shall be posted in: (1) the Administrative Building first floor hallway; (2) the Police department bulletin board; and (3) the Public Works department bulletin board.



**Applications:** All candidates must fully complete an application form. A resume will not be considered as a substitute for this form. The application is a confidential document and will not be available to anyone who is not directly involved in the hiring process, except as required by law.

**Interviews:** The Borough Administrator will coordinate the interview process including the scheduling of applicants, development of interview questions and standards to measure candidate responses.

**Physical Examinations:** Pursuant to the Americans with Disabilities Act, after an offer of employment is made and prior to commencing employment, the Borough Administrator may require applicants to pass a physical examination in order to ensure that they can perform the duties of their position without injury to themselves or others. The same post-offer physical examination must be performed on all applicants for a particular position. The Borough Administrator may require periodic physical examinations to determine the employee's continued ability to perform the duties of the position. All physical examinations must be performed by a physician chosen by the Borough of Waldwick at the expense of the Borough of Waldwick. All medical records of employees and prospective employees are confidential and are to be maintained by the Borough Administrator separate from the employee's official personnel file. Medical exams may include tests for drug and alcohol use.

**Job Offers:** The final decision will be made by the governing body after all references and other information has been verified. Every effort shall be made to offer reasonable accommodations to known physical and mental limitations of all applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose an unreasonable hardship on the Borough of Waldwick. The employment offer must be made in a letter to the candidate outlining all terms and conditions of the offer. The letter will also establish a deadline for acceptance.

**Acceptances and Rejections:** If the first offer is rejected, the governing body will decide to hire another candidate or re-open the position. Once a candidate accepts the employment offer, all other candidates will be notified in writing that they were not accepted for the position.

**Employability Proof:** After acceptance, but before starting employment, all new employees shall be required to fill out an employment verification form (I9) and to provide acceptable proof of right to employment in the United States.

**Probationary Period:** All new employees hired shall serve a probationary period of ninety (90) calendar days. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. Uniformed police officers serve a twelve-month probationary period which shall begin upon notification being received by the Appointing Authority from the Police Training Commission of the successful completion of the police training course.

**Record Retention:** All applications, notes made during interviews and reference checks, job offers and other documents created during hiring process must be returned to the Borough Administrator. Documents related to the successful candidate will be placed in the employee's official personnel file except medical records including physical examinations must be maintained in a separate file. Records and documents created during the hiring process are confidential and must be retained in a locked cabinet.

## **B. Open Public Meetings Act Procedure Concerning Personnel Matters**

Discussions by the Governing Body or any public body of the Borough of Waldwick concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current or prospective officer or employee may be held in closed session. Ultimately, the guidance as to notification of employees and the right to have the discussion in closed or open session should be discussed with and be based upon the guidance and advice of the legal counsel for the Borough of Waldwick and recent Court decisions.

## **C. Processing and Orientation of New Employees Procedure**

All new regular full-time and regular part-time employees will be scheduled to meet with the Borough Administrator, or their designee, on their first day for a general orientation. Copies of all forms and acknowledgements must be returned to the Borough Administrator for inclusion in the employee's official personnel file. The orientation may include:

- A tour of the appropriate facilities to acquaint the new employee with overall operations as they relate to the specific position;
- The completion of all pertinent personnel, payroll, insurance and pension forms;
- A review of the Employee Handbook and acknowledgement of receipt;
- A review of the Personnel Policies and Procedures Manual and acknowledgement of receipt;
- A safety orientation and acknowledgement; and
- Arrangements for the new employee to complete required PEOSHA safety training.

## **D. Initial Employment Period Procedure**

Except where State requirements direct otherwise, new employees (or present employees transferring to new positions) will be hired subject to a probationary employment period of ninety (90) days. During this initial employment period, the new employee or transferee will be provided with training and guidance from the supervisor. At the end of the initial employment period, the supervisor will conduct an employee evaluation. New employees may be discharged

at any time during this period if the Borough Administrator concludes that the employee is not progressing or performing satisfactorily. Under appropriate circumstances, the Borough Administrator may extend the initial employment period. Newly hired employees are not eligible for payment of paid time off except holidays until the successful completion of their initial employment period.

Nothing in the procedure set forth in this section shall alter Borough of Waldwick's employment at will policy. Employment with Borough of Waldwick is at will and may be terminated at any time with or without cause or notice by the Borough of Waldwick or the employee.

### **XIII. 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 as specified by the CSC.

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

1. Incompetency, inefficiency or failure to perform duties;
2. Insubordination;
3. Inability to perform duties;
4. Chronic or excessive absenteeism or lateness;
5. Conviction of a crime;
6. Conduct unbecoming a public employee;
7. Neglect of duty;
8. Misuse of public property, including motor vehicles;
9. Discrimination that affects equal employment opportunity (as defined in N.J.A.C. 4A:7-1), including sexual harassment;
10. Violation of Federal Regulations concerning drug and alcohol use by employees who perform functions related to the operation of commercial motor vehicles and state and local policies issued thereunder;

11. Violation of residence requirement; and
12. Other sufficient cause.

**Minor Discipline** – “Minor discipline” may include a formal written reprimand, or a suspension or fine of five (5) working days or less. Notification of the charges and discipline shall be given to the employee in writing. No hearing is afforded, unless expressly provided in a collective bargaining agreement.

**Major Discipline** – “Major discipline” includes: (i) removal; (ii) disciplinary demotion; (iii) suspension or fine for more than five (5) working days at any one time; (iv) suspension or fine for five (5) working days or less where the aggregate number of days suspended or fined in any one (1) calendar year is fifteen (15) working days or more; or (v) suspension or fine when an employee receives more than three (3) suspensions or fines of five (5) working days or less in a calendar year.

Procedure in Major Disciplinary Actions – Generally, an employee will be served with a "Preliminary Notice of Disciplinary Action" ("PNDA") setting forth the charges against the employee and affording a hearing opportunity at a specified date, time and location. The employee must respond with a request for a hearing within five (5) days of the receipt of PNDA; otherwise, the hearing is waived. After the hearing (or a waiver of a hearing), a decision is made and within twenty (20) days, unless additional time is agreed to by the parties. Written notification to the employee shall be made by issuing a “Final Notice of Disciplinary Action” form.

An immediate suspension may be imposed prior to a hearing when:

1. The employee is unfit for duty or presents a hazard to any person if permitted to remain on the job or the suspension is necessary to maintain safety, health, order or effective direction of public services. However, a PNDA with opportunity for a hearing must be served in person or by certified mail within five (5) days following the immediate suspension; or
2. The employee is suspected/charged with an act of misdemeanor, felony or any form of malicious mischief which leads to arrest and/or incarceration and fails to notify his Department/Division Head or Designated Superior immediately. This failure could result in disciplinary action, up to and including termination; or
3. The employee has been formally charged with a crime of the First, Second or Third Degree or a crime of the Fourth Degree directly related to the employee's job.

Where a suspension is immediate, and is without pay, the employee must first be apprised either orally or in writing regarding the charges, the reason why an immediate suspension is sought, and a general description of the evidence in support of the charges. The employee will

be provided an opportunity to respond to the charges before a representative of the Employer. The response may be oral or in writing.

#### **XIV. COMPLAINT PROCEDURE**

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

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

**XV. ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I acknowledge that I have received a copy of the Borough of Waldwick Employee Handbook. I understand that it is my responsibility to read it thoroughly and familiarize myself with its policies and practices. If there is any policy or practice in the Handbook that I do not understand, I will seek clarification from my supervisor, Department Head or the Borough Administrator.

I understand that my employment with the Borough is an “at will” and that consistent with applicable Federal and State law as well as applicable bargaining unit agreements, my employment with the Borough is not for a fixed term or definite period and may be terminated at the will of either me or the Borough, with or without cause, and without prior notice.

No supervisor or other representative of the Borough 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 provides the Borough’s personnel policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the Borough for benefits or for any other purpose. I also understand that these policies and practices are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to your Department Head.

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

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

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

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