

**PERSONNEL POLICIES AND PROCEDURES MANUAL**

**BOROUGH OF PALMYRA**

**20 WEST BROAD STREET**

**PALMYRA, NEW JERSEY 08065**

**Effective Date: January 1, 2019**

**The Borough of Palmyra is an Equal Opportunity Employer, M/F**

**DISCLAIMER**

**\*\*\* IMPORTANT NOTICE TO ALL EMPLOYEES\*\*\***

**THE CONTENTS OF THIS MANUAL ARE PRESENTED AS A MATTER OF INFORMATION ONLY. THE PLANS, POLICIES AND PROCEDURES DESCRIBED ARE NOT CONDITIONS OF EMPLOYMENT NOR CONSTITUTE ANY FORM OF AGREEMENT, GAURANTEE OR CONTRACT OF ANY KIND. THE BOROUGH RESERVES THE RIGHT TO MODIFY, REVOKE, SUSPEND, TERMINATE OR CHANGE ANY OR ALL SUCH PLANS, POLICIES, OR PROCEDURES, IN WHOLE OR IN PART, AT ANY TIME WITH OR WITHOUT NOTICE. THE LANGUAGE WHICH APPEARS IN THIS MANUAL IS NOT INTENDED TO CREATE NOR IS IT TO BE CONSTRUED TO CONSTITUTE A BINDING OBLIGATION OR CONTRACT BETWEEN THE BOROUGH AND ANY OF ITS EMPLOYEES.**

**NO ONE IS AUTHORIZED TO PROVIDE ANY EMPLOYEE WITH AN AGREEMENT, SPECIAL ARRANGEMENT OR CONTRACT OF ANY KIND CONCERNING TERMS OR CONDITIONS OF EMPLOYMENT WITH THE BOROUGH UNLESS THE AGREEMENT, ARRANGEMENT OR CONTRACT IN A WRITTEN DOCUMENT THAT WAS PRE-APPROVED BY THE BOROUGH’S GOVERNING BODY AND SUBSEQUENTLY SIGNED BY THE MAYOR ON BEHALF OF THE GOVERNING BODY.**

**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 OR HER EMPLOYMENT AT ANY TIME, FOR ANY REASON. IT ALSO MEANS THAT THE BOROUGH MAY TERMINATE ANY EMPLOYEE'S EMPLOYMENT AT ANY TIME WITH OR WITHOUT GOOD CAUSE.**

**SOME OF THE BOROUGH'S EMPLOYEES BELONG TO A UNION. THE PERSONNEL POLICIES AND PROCEDURES CONTAINED IN THIS MANUAL ARE NOT INTENDED TO VOID, REPLACE, OR CONFLICT WITH NEGOTIATED UNION CONTRACTS. AS TO UNIONIZED EMPLOYEES, TO THE EXTENT A COLLECTIVE BARGAINING AGREEMENT CONFLICTS WITH THESE PERSONNEL POLICIES AND PROCEDURES, THE COLLECTIVE BARGAINING AGREEMENT SHALL SUPERSEDE AND/OR MODIFY THESE PERSONNEL POLICIES AND PROCEDURES.**

**THE ABOVE APPLIES TO ALL EMPLOYEES REGARDLESS OF DATE OF HIRE.**

**ACKNOWLEDGMENT OF RECEIPT OF**

**BOROUGH OF PALMYRA**

**PERSONNEL POLICIES AND PROCEDURES MANUAL**

Employee's Name:

Employee ID No.:

This personnel policy manual is the property of the Borough of Palmyra (the "Borough"). I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledge receipt of this Personnel Policies and Procedures Manual revised January, 2019 on \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_. I understand that this manual explains the Borough’s policies and procedures, and that it is furnished to me for my information. I also understand that this manual supersedes any prior understandings I may have had regarding the Borough's employment policies. I acknowledge my responsibility to read and become familiar with the contents of this manual. Prior to signing this receipt I read the “Disclaimer, Important Notice to All Employees” contained within the Manual just after the Table of Contents.

I understand that the Borough may amend, supplement, or terminate the policies stated in this manual at any time without advance notice to me. I further understand that no one is authorized to provide any employee with an employment contract or special arrangement concerning terms or conditions of employment unless the contract or arrangement is in writing and signed by the Mayor on behalf of the governing body. I also understand that, except as provided by a collective bargaining agreement or applicable law, all employees are employees-at-will. This means that either the Borough or I may terminate my employment at any time for any reason, with or without cause, and with or without notice.

I also understand that, where applicable, the personnel policies and procedures contained in this manual are not intended to void, replace, or conflict with negotiated union or association contracts. As to unionized employees, to the extent a collective bargaining agreement conflicts with these personnel policies and procedures, the collective bargaining agreement supersedes and/or modifies these personnel policies and procedures.

Upon separation from employment with the Borough this personnel policy manual and any updates must be returned to the Borough.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of Employee] Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of Employer Representative] Date

**EMPLOYEE COMPLAINT POLICY ACKNOWLEDGMENT**

The Borough has a “no tolerance” policy towards workplace wrongdoing. Under Federal and State law, you have a right to formally or informally report any statement, act, or behavior by a co-employee, supervisor, elected official or visitor that you perceive to be improper, including harassment of any kind, violence or threat of violence, retaliation, wrongful termination, breach of an employment agreement, failure to promote, wrongful demotion, violation of any employment protection law or regulation, discrimination of any nature, misrepresentation, defamation, or any other statements, acts, or behaviors that violate employment rights.

You also have the right to:

* Disclose to a supervisor, other official or to a public body, as defined in the Employee Conscientious Protection Act (N.J.S.A. § 34:19-1 et seq.) an activity, policy or practice that you reasonably believes is in violation of a law, a rule or regulation promulgated pursuant to law;
* Provide information to, or testifying before any public body conducting an investigation, hearing, an inquiry into any violation of law, or a rule or regulation promulgated pursuant to law; or
* Object to, or refuse to participate in any activity, policy, or practice that you reasonably believe is a violation of a law, rule or regulation promulgated pursuant to law; is fraudulent or criminal; or is incompatible with a clear public policy mandate concerning the public health, safety, or welfare.
* Participate in political activities or join political organizations, as long as you do so on your own time and maintain a clear separation between your official responsibilities and your political affiliations.

Immediately report any wrongdoing to the Administrator or the Mayor. No retaliatory measures will be taken against any employee who complains of wrongdoing or harassment. To the maximum extent feasible, the confidentiality of all such complaints will be maintained on a need-to-know basis. Investigation of such complaints, however, may require disclosure to the accused party and other witnesses to gather pertinent facts.

I acknowledge receipt of a copy of this letter. I have read this letter and understand its content.

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The original signed copy of this letter must be filed in the employee’s personnel folder.

**TABLE OF CONTENTS**

**Page**

THE PURPOSE OF THIS MANUAL 1

EQUAL EMPLOYMENT OPPORTUNITY& PAY EQUITY 3

CIVIL RIGHTS POLICY……………………………………………… 4

AMERICANS WITH DISABILITIES, NEW JERSEY LAW AGAINST DISCRIMINATION & PREGNANT WORKER’S FAIRNESS ACT…………………………………………… 6

JOB DESCRIPTION POLICY……………………………………………… 9

NEPOTISM……………………… 10

APPLICANT RELATIVE DISCLOSURE FORM……………………… 11

DATING POLICY…………………………………………………… 12

PERSONNEL RECRUITMENT AND HIRING…………………… 13

CITIZEN LEADERSHIP FORM………………………………… 18

BACKGROUND CHECKS AND PROCEDURES FOR CANDIDATES

EMPLOYEES AND VOLUNTEERS 20

IMMIGRATION 22

ETHICS GUIDELINES 24

POLICY PROHIBITING HARASSMENT & DISCRIMINATION IN THE WORKPLACE 27

KEY CONTACT INFORMATION FOR POLICIES 33

EMPLOYEE COMPLAINT PROCEDURE 34

EMPLOYEE COMPLAINT FORM 35

WITNESS STATEMENT FORM 39

POLICY PROHIBITING WORKPLACE VIOLENCE 41

ANTI-RETALIATION POLICY 44

CONSCIENTIOUS EMPLOYEE PROTECTION ACT 45

BOROUGH COMMUNICATIONS ON RELIGIOUS AND POLITICAL MATTERS 47

CONTAGIOUS OR LIFE THREATENING ILLNESS POLICY 48

DRIVER’S LICENSE POLICY 49

INTRODUCTORY PERIOD 50

INTRODUCTORY PERIOD PERFORMANCE REPORT 51

PERSONNEL RECORDS 53

REQUESTS FOR EMPLOYMENT VERIFICATION AND

REFERENCE PROCEDURE 54

AUTHORIZATION TO RELEASE INFORMATION 55

POSTING OF NOTICES 56

EMPLOYMENT CATEGORIES 57

EMPLOYMENT OF MINORS 58

INTERNSHIP PROGRAM 59

HOURS OF WORK 61

TIMEKEEPING 62

OVERTIME 63

PAY PERIODS, PAYROLL AND PAYROLL ERRORS 66

CHANGING VITAL INFORMATION 67

CHANGE IN VITAL INFORMATION REPORT 68

ATTENDANCE AND TARDINESS 69

LATENESS FORM 71

REST AND MEAL PERIODS 72

EMERGENCY CLOSURES 73

MEDICAL BENEFITS 74

HIPAA COMPLIANCE 77

CONTINUATION OF GROUP HEALTH INSURANCE COVERAGE

FOR EMPLOYEES AND DEPENDENTS 78

COBRA NOTICE OF AVAILABILITY……………………………………………………. 81

COBRA COVERAGE ELECTION FORM 83

SUMMARY OF RIGHTS AND OBLIGATIONS REGARDING

CONTINUATION OF COVERAGE UNDER GROUP HEALTH PLANS 85

LIFE INSURANCE 89

LONGEVITY 90

HOLIDAYS 91

VACATIONS 93

REQUEST FOR PAID TIME OFF 95

PERSONAL HOLIDAY 96

PTO DAYS 97

SICK LEAVE 99

POLICIES APPLICABLE TO SICK LEAVE & PTO DAYS 100

BEREAVEMENT LEAVE 104

JURY DUTY AND WITNESS DUTY 105

FAMILY AND MEDICAL LEAVE 106

MILITARY FAMILY AND MEDICAL LEAVE 110

EMPLOYEE RIGHTS UNDER FAMILY MEDICAL LEAVE ACT 116

NEW JERSEY FAMILY LEAVE 119

APPLICATION FOR FAMILY AND MEDICAL LEAVE

AND/OR NEW JERSEY FAMILY LEAVE 120

PAID FAMILY LEAVE UNDER THE NEW JERSEY TEMPORARY

DISABILITY BENEFITS LAW 123

LEAVE OF ABSENCE POLICY 125

DONATED LEAVE PROGRAM 127

DONATED LEAVE PROGRAM – DONOR TRANSFER CERTIFICATION 130

DONATED LEAVE PROGRAM – RECIPIENT CERTIFICATION 132

LEAVE DUE TO DOMESTIC VIOLENCE POLICY 133

MILITARY LEAVE 135

PAYMENT FOR ACCUMULATED ABSENCE 137

COUNCIL MEETING ATTENDANCE 138

EMERGENCY SERVICES VOLUNTEERS 139

DEPARTMENT RULES AND REGULATIONS 140

SAFETY 141

REPORT OF UNSAFE CONDITIONS 143

MILEAGE 144

REIMBURSEMENT OF TRAVEL EXPENSES 145

DEFENSE AND INDEMNIFICATION OF LEGAL ACTIONS

AGAINST BOROUGH OFFICIALS, EMPLOYEES AND APPOINTEES 146

CASH HANDLING POLICY 147

CERTIFICATION 150

SMOKING PROHIBITED 151

POLITICAL ACTIVITY 152

SOLICITATION 154

SECURITY 155

INCIDENT REPORT 156

CONDUCT 158

APPEARANCE 159

ALCOHOL AND DRUG-FREE WORKPLACE (Including Alcohol/Drug Testing) 160

COMMUNICATION MEDIA 165

SOCIAL MEDIA 171

VIDEO SURVEILLANCE 173

NO EXPECTATION OF PRIVACY 174

CONFIDENTIALITY 175

TELEPHONE USAGE 176

BULLETIN BOARDS 179

USE OF BOROUGH EQUIPMENT AND VEHICLES 180

USE OF MUNICIPAL PROPERTY 183

OPEN PUBLIC MEETINGS ACT AND COMMUNICATIONS WITH

THE GOVERNING BODY 184

OPEN PUBLIC MEETINGS ACT PROCEDURES

CONCERNING PERSONNEL MATTERS 185

PERFORMANCE APPRAISALS 186

PERFORMANCE EVALUATION FORM 187

OUTSIDE EMPLOYMENT 193

OUTSIDE EMPLOYMENT ADVISEMENT FORM 194

PROBLEM RESOLUTION 195

DISCIPLINE 196

WORKERS COMPENSATION INSURANCE 198

ACCIDENT REPORT 200

TRANSITIONAL DUTY 201

EMPLOYMENT TERMINATION 204

TEMPORARY LAYOFFS AND REDUCTIONS IN FORCE 205

EXIT INTERVIEWS 206

RESIGNATION 207

RETIREMENT 208

**THE PURPOSE OF THIS MANUAL**

It is the Borough’s policy to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations. The personnel policies and procedures of the Borough apply to all employees, volunteers, elected or appointed officials and independent contractors.

This policy manual is intended to provide employees with an understanding of the personnel policies and procedures in the Borough of Palmyra (the “Borough”). Employees are obligated to read and familiarize themselves with the contents of this manual. The manual cannot anticipate every situation nor answer every question about employment. Employees should direct any questions about the manual or their employment to the Administrator.

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

All employees, except where specifically covered by collective negotiation agreements or applicable law, are employees "at will". As a result, the employee or the Borough is free to terminate the employment relationship at any time, for any non-discriminatory reason or no reason at all.

Policies and procedures of the Borough including those stated in this manual and the manual itself, are not to be construed as a contract of employment (real or implied) between the Borough and its employees. It is not an employment contract nor is it intended to create expressed or implied contractual obligations of any kind. The manual contains many, but not necessarily all, of the rules, regulations, and conditions of employment for Borough personnel.

These policies supersede existing practices and policies, oral or written. In case of disagreement, federal and state laws and regulations and provisions of collective negotiation agreements supersede these policies.

Whenever contractual agreements entered into with organized employee groups differ from the provisions of this manual, the collective negotiation agreement shall govern mandatorily negotiable terms and conditions of employment for that organized group. The provisions of this Manual will govern all terms and conditions of employment for employees not under collective negotiation agreements.

The Borough reserves the right to add a new policy, change, revise, eliminate, or deviate on a case-by-case basis from any of the policies and/or benefits described herein, subject to the requirements of collective negotiation agreements and/or state and federal laws or regulations.

The Borough hopes that through this Manual, Borough employees will better understand their responsibilities and benefits. Borough employees should always remember that they work for the Borough of Palmyra and, as public servants, are committed to serve in a way that preserves public confidence and respect for the law and government.

The Administrator and all supervisory personnel are authorized and responsible for personnel policies and procedures. The Mayor and Council have appointed theClerk to assist the Administrator implement personnel practices. The Administrator and the Clerkhave access to Labor and Employment counsel appointed by the Mayor and Council and to the NJ MEL HR Risk Management HELPLINE and Burlington County Municipal JIF for guidance in personnel matters.

Employees should direct any questions about this Manual to the Administrator.

**EQUAL EMPLOYMENT OPPORTUNITY & PAY EQUITY**

The Borough maintains a strong policy of equal employment for all employees and applicants for employment. The Borough hires, trains, promotes and compensates employees on the basis of personal competence, qualifications, performance and potential for advancement without regard for race, creed, color, national origin, ancestry, religion, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, pregnancy (including childbirth or related medical conditions), gender identity or expression, disability (including physical, mental, and/or intellectual disabilities, AIDS or HIV infection), political affiliation (to the extent protected by law), atypical hereditary, cellular or blood trait, or because of the liability for service in the United States Armed Forces, veteran status, citizenship status, or any other group status protected by law (collectively referred to as “protected class”), unless required by a bona fide occupational qualification. Nor will the Borough discriminate based upon a person’s association with a member of a protected class.

This policy is applicable to all phases of employment, such as recruitment, selection, placement, promotion, demotion, transfer, training, wages, benefits, working conditions, recreational programs and such personnel actions as layoff, recall, discharge, disciplinary action, performance evaluation and use of all facilities. Decisions regarding all phases of employment are based solely on the qualifications and performance of the employee or prospective employee.

Except as otherwise permitted by law, an employee who is a member of a protected class is not paid at a lower rate of compensation or provided lesser benefits than an employee outside of that protected class provided both employees perform substantially similar work.

Reasonable efforts will be made to accommodate the religious observances and practices of an employee unless it is unreasonable to accommodate such observances and practices and accommodation would result in an undue hardship to the conduct of business. The Borough will consider factors such as business necessity, financial cost and expense and resulting personnel issues to reach a reasonable accommodation.

Regardless of when or where it takes place, ***if you have a good faith belief*** that you have, or another individual has, been subjected to unlawful discrimination, harassment or unfair treatment, or if you believe the compensation or benefits paid to you is different than another employee who is not within the same protected class as yourself, please report it to your Department Head or use the Compliant Procedure contained in this Manual. If you learn that a vendor, contractor, or other non-employee believes they have been subjected to discriminatory or unlawful treatment by the Township or its employees, please promptly report the matter to their Department Head or report it in accordance with the Complaint Procedure contained in this Manual. All employees of the Township share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. **Any employee involved in unlawful discrimination or harassment will be subject to corrective action up to and including termination.**

**CIVIL RIGHTS POLICY**

It is the policy of Township to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Genetic Information Nondiscrimination Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, the Vocational Rehabilitation Act, the Family and Medical Leave Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA), the New Jersey Law Against Discrimination, the New Jersey Family Leave Act, the New Jersey SAFE Act, the New Jersey Public Employer-Employee Relations Act (as applicable), the New Jersey Public Employee Occupational Safety and Health Act, the New Jersey Equal Pay Act, the Conscientious Employee Protection Act, New Jersey Wage and Hour laws, the Public Employee Occupational Safety and Health Act, the New Jersey Civil Service Act, the New Jersey Attorney General’s guidelines with respect to Police Department personnel matters, the New Jersey Workers Compensation Act, the Open Public Meeting Act, free speech, due process or other applicable constitutional rights.

The following procedures shall apply in connection with this policy:

1. No official, employee, appointee or volunteer of the Township by whatever title known, or any entity that is in any way a part of the Township shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment, denial of a legally required reasonable accommodation or a violation of any person’s constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Township’s business or using the facilities or property of the Township.
2. The prohibitions and requirements of this policy shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Township to provide services that otherwise could be performed by the Township.
3. Discrimination, harassment, denial of a legally required reasonable accommodation and civil rights shall be defined for purposes of this Policy using the latest definitions contained in the applicable Federal and State laws concerning those issues.
4. The Township has established written procedures for any person to report alleged violations prohibited by policy as contained with the Complaint Procedure contained within this Manual. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints. Individuals and organizations are encouraged to promptly report all violations or complaints.
5. No person shall retaliate against any person who reports any alleged discrimination, harassment, denial of a legally required reasonable accommodation or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.
6. The Township requires all officials, employees, appointees and volunteers of the Township as well as all other entities subject to its Civil Rights Resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this policy and that resolution.
7. The Business Administrator shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.
8. At least annually, the Business Administrator shall cause a summary of the Civil Rights Resolution and the procedures established pursuant to it and this policy to be communicated within the Township. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce the resolution and policy. The summary shall also be posted on the Township’s web site.

**AMERICANS WITH DISABILITIES, NEW JERSEY LAW AGAINST DISCRIMINATION & PREGNANT WORKER’S FAIRNESS ACT**

In compliance with the Americans with Disabilities Act (the “ADA”), the ADA Amendments Act and the New Jersey Law Against Discrimination as amended by the New Jersey Pregnant Worker’s Fairness Act, the Borough does not discriminate based on disability and pregnancy, including childbirth and related medical conditions or breastfeeding. The Borough will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person’s known or perceived disability. The Borough also will make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential functions of the job and provided that accommodations do not impose an undue hardship on the Borough.

The Borough's nondiscrimination policy applies to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination.

In compliance with the Americans with Disabilities Act, the ADA Amendments Act and the New Jersey Law Against Discrimination, the Borough will endeavor to make every work environment handicap accessible and all future construction and renovations of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines, as well as the ADA Amendments Act.

The Borough also complies with the New Jersey Pregnant Worker’s Fairness Act, which amends the New Jersey Law Against Discrimination. The Borough will provide reasonable accommodations to pregnant employees who request accommodation based on the advice of the employee’s physician, provided that the requested accommodation does not pose an undue hardship on the Borough.

To further the Borough's nondiscrimination policy, the Borough will:

A. Identify the essential functions of a job;

B. Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and

C. Determine whether a reasonable accommodation can be made for a qualified individual.

Reasonable accommodations that the Borough may provide in connection with modifications to the work environment or adjustments in how and when a job is performed may include the following:

1. Making existing facilities accessible and usable;

2. Job restructuring;

3. Part-time or modified work schedules;

4. Acquiring or modifying equipment or devices;

5. Appropriate adjustment or modifications of testing materials, training materials, and/or policies;

6. Reassignment to a vacant position.

The law does not require the Borough to offer permanent “transitional/light duty,” relocate essential job functions, or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc.

Procedure:

When a qualified individual with a disability has requested a reasonable accommodation to assist in the performance of a job, the Administrator or designee will:

A. Engage in an interactive dialogue with the employee or prospective employee with a disability to identify reasonable accommodations;

B. Analyze the particular job involved and determine its purpose and function;

C. Consult with the individual with the disability to ascertain the precise job-related limitations imposed by the individual’s disability and how those limitations could be overcome with a reasonable accommodation;

D. Identify, in consultation with the individual to be accommodated, potential accommodations, and assess the effectiveness each would have in enabling the individual to perform the essential functions of the position;

E. Consider the preference of the individual to be accommodated and select and implement the accommodation that is most appropriate for both the individual and the Borough.

The Borough will follow the same process to further the Borough’s nondiscrimination policy and procedures above for pregnant employees who request accommodation to assist in the performance of a job based on the advice of the employee’s physician.In the case of an employee breastfeeding her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to work area for the employee to express breast milk for the child.

All decisions with regard to reasonable accommodation will be made by the Administrator. Employees who are assigned to a new position as a reasonable accommodation will receive the salary of the new position.

Employees should also offer assistance, to the extent possible, to any member of the public who requests or needs an accommodation when visiting Borough facilities. Any questions concerning proper assistance should be directed to the Administrator.

If any applicant or employee has questions concerning the Borough’s disabilities policy, he or she should contact the Administrator.

**JOB DESCRIPTION POLICY**

A job description including qualifications shall be maintained for each position. All job descriptions must be approved by the Administrator. The Administrator will make copies available upon request.

Note: Job descriptions to be determined. Please see the Administrator.

**NEPOTISM**

Unless otherwise provided by law or collective bargaining agreement, the hiring, promoting, transferring, demoting or reassigning of relatives is prohibited if the employment of such an individual would result in the creation of a prohibited employment relationship. A prohibited relationship is created when:

1. One relative would have the authority to directly supervise, appoint, remove, discipline, evaluate or otherwise affect the work or employment of another relative.

2. The relative would be responsible for auditing the work of the other.

3. Other circumstances exist which would place the relatives in a situation of actual or reasonably foreseeable conflict between the Borough’s interest and their own.

Employees who marry or become related by marriage may continue in their employment if the marriage does not result in the creation of a prohibited relationship. Where the marriage results in the creation of a prohibited relationship, the Borough will explore potential accommodations including the reassignment of one or both employees to available positions for which the employees are qualified.

If the Borough determines that an acceptable accommodation cannot be made, the Borough will notify the individuals that one of the employees must separate their employment with the Borough within 60 calendar days. In the event the employees do not agree as to which one shall resign, the Borough will terminate the employee with the lesser seniority.

Relative includes spouse, civil union partner, domestic partner, parent, step-parent, child, step-child, sibling, step sibling, half-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, and cousins.

SCOPE

This policy applies to all regular full-time and part-time positions with the Borough and to the potential creation of prohibited relationships on or after May 14, 2012.

REQUIRED DISCLOSURE

Prior to employment or appointment all persons shall disclose, in writing, the names of relatives who work for the Borough or who are elected or appointed Borough officials. The written disclosure shall be maintained in the individual’s application folder or personnel folder.

When two Borough employees marry or a marriage otherwise potentially creates a prohibited relationship, employees must disclose the marriage to the Administrator as soon as practicable, but in no event later than thirty calendar days before the marriage. An individual’s failure to disclose may result in rejection of the employment application or the termination of employment.

**APPLICANT RELATIVE DISCLOSURE FORM**

Name of Applicant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Borough of Palmyra prohibits the hiring of relatives if the employment of such an individual would result in the creation of a prohibited employment relationship. A prohibited relationship is created when:

1. One relative would have the authority to directly supervise, appoint, remove, discipline, evaluate or otherwise affect the work or employment of another relative.

2. The relative would be responsible for auditing the work of the other.

3. Other circumstances exist which would place the relatives in a situation of actual or reasonably foreseeable conflict between the Borough’s interest and their own.

Relative includes spouse, civil union partner, domestic partner, parent, step-parent, child, step-child, sibling, step sibling, half-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, and cousins.

Do any of your relatives currently work for the Borough or are any of your relatives an elected or appointed Borough official? ❑ Yes ❑ No

If you answered “yes” to the previous question, please disclose the name(s) of your relative(s) who work(s) for the Borough, his or her title, and his or her relationship to you.

Relative #1

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relative #2

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Note:** An applicant’s failure to fully disclose his or her relationship to a Borough employee or elected or appointed official may result in rejection of the employment application or, if employed, the termination of employment.

I acknowledge that I have read and understand the above Disclosure Form and that I have disclosed all relatives who work for the Borough or serve as elected or appointed officials.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Applicant Date

**EMPLOYEE DATING POLICY**

The Borough recognizes the right of employees to engage in social relationships with each other, including relationships of a romantic or intimate nature. However, the Borough also recognizes that such relationships can be a problem in the workplace. Such workplace relationships may result in favoritism, discrimination, unfair treatment, friction among coworkers, interference with Borough operations or the perception that the relationship generates such problems.

To achieve a balance between employee rights and workplace needs, the Borough has adopted the following policy on the subject of supervisor/subordinate dating.

For the purposes of this policy, a supervisor/subordinate status means a situation where one employee, irrespective of job title, makes or has the authority to make decisions or to take action concerning another employee’s compensation, promotion, demotion, discipline, daily tasks, or any other terms, conditions or privileges of employment with the Borough.

If such a relationship exists or develops, both parties involved shall report the fact to 1) their immediate supervisor; or 2) the Administrator. The Borough will explore potential accommodations, including the reassignment of one or both employees to available positions for which the employees are qualified.

If the Borough determines that an acceptable accommodation cannot be made, the Borough will notify the individuals that one of the employees must separate their employment with the Borough within 60 calendar days. In the event the employees do not agree as to which one shall resign, the Borough will terminate the employee with the lesser seniority.

Any employee who violates this policy will be subject to disciplinary action, up to and including discharge. Nothing in this policy alters an employee’s at-will status.

**PERSONNEL RECRUITMENT AND HIRING**

The Borough will adhere to the following procedures, unless there is a specific waiver from the Mayor and Council.

The Department that proposes to hire an employee must first verify with the Administrator and CMFO that funds for the position are provided in the approved municipal budget; the position has been approved by the Mayor and Council; and a rate of pay has been established for the position by ordinance. No person shall be employed or promoted unless there exists a position created by an ordinance adopted by the Mayor and Council and the necessary budget appropriation and salary ordinance exist.

RECRUITMENT

The Administrator in conjunction with the Clerk will coordinate the employment recruitment process for all vacancies to ensure compliance with contractual, legal, and equal employment opportunity requirements. When a vacancy occurs, it is the responsibility of the Department Head to notify the Administrator in conjunction with the Clerk who will distribute notification of the vacancy to all departments. The Administrator in conjunction with the Clerk will undertake to recruit qualified applicants in accordance with applicable Federal and State law.

JOB DESCRIPTION

After verifying the above, the Department Head will prepare and present a job description for the position to the Administrator. The job description will include

1. Qualifications required;

2. Duties expected;

3. Special skills required;

4. Education, licenses and/or experience required.

ADVERTISING

Notice of vacancies shall be posted in Borough Hall and advertised through the official Borough newspapers. Other newspapers, professional associations, or agencies may be used as required, to attract qualified applicants. Where positions are advertised, the media or other periodical used must have as wide circulation as possible to encourage applications from candidates from diverse backgrounds and must prominently state that the Borough is an equal opportunity employer.

Where possible, the Borough will consider promotions and transfers from within to fill a vacant position.

APPLICATION

All candidates applying for a position with the Borough, other than applicants for police officer positions, must obtain an employment application from Borough Hall or the Borough’s website. Applicants must complete the application and return it to the Administrator or Clerk’s Office before the application deadline. The application includes employment history, educational background, qualifications and references. A resume is not considered a substitute for the application. Willful misrepresentations, omissions, or falsifications on the employment application or in other information presented throughout the hiring process will result in the disqualification or dismissal of the applicant or employee. The application will become a part of the personnel file of the applicant upon employment by the Borough. 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.

All volunteers to perform public service on the municipal authority(s), boards(s) or commission(s) are required to complete and submit a Citizen Leadership Form.

INTERVIEWS

The most qualified applicants will interview for the position with the Borough. The Administrator, Clerk or Department Head will coordinate the interview process including the scheduling of applicants, development of interview questions and standards to measure candidate responses. Interviews will be conducted by the Administrator, the appropriate Department Head and others designated by the Administrator. All questions must be in accordance with the New Jersey Division of Civil Rights Guidelines for Pre-Employment Inquiries. The Borough will make 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 the accommodation does not impose an unreasonable hardship on the Borough.

EXAMINATION

Following the selection of an applicant to fill a vacant position, and the extending of an offer of employment by the Borough, the Borough may require the applicant to undergo a medical examination and, if job related, a psychological examination by a physician chosen by the Borough at the Borough’s expense to ensure that the applicant can perform the duties of their position without injury to themselves or others. The Borough will require a pre-employment medical examination and/or psychological examination when all eligibles for the title to whom an offer of employment is made are subjected to such examinations. Applicants may also be required to undergo a pre-employment drug test. All medical records of employees and prospective employees are confidential and are to be maintained by the Administrator in a confidential medical file separate from the employee’s official personnel file.

The Administrator may require periodic physical examinations to determine the employee’s continued ability to perform the duties of the position.

The Borough requires crossing guards to undergo annual medical examinations in accordance with the physical requirements pertaining to crossing guards described in the Police Department Policy and Procedure Manual.

BACKGROUND/REFERENCE CHECKS

After an initial interview, the Administrator or designated individual will conduct a background check of anyone over the age of 18, whether for paid or volunteer positions, of previous employment, references, criminal history and/or driving record if required for the position.

Any criminal background checks of candidates will be in compliance with the Opportunity to Compete Act (Ban the Box law) and EEOC guidelines. The Police Department will assist in the background check of the candidate being considered for a Borough position.

Criminal background checks are required of all candidates, whether paid or volunteer, that may work directly or indirectly with minors. See Background Checks and Procedures for Candidates, Employees and Volunteers.

BACKGROUND CHECK PROCEDURE

The Administrator will perform or initiate criminal background checks and be the recipient of reports from outside agencies or contractors. These reports shall include, but are not limited, to court records; police department and corrections agency records; registries or watch lists; state criminal record repositories; and the Interstate Identification Index maintained by the FBI. The Administrator will discuss potentially disqualifying information received with the employee’s or volunteer’s Department Head, and a determination that the information is disqualifying shall be made based on whether the disqualification is job-related for the position and is consistent with business necessity. Written information received as a result of a “Request for Criminal History Record Information For a Noncriminal Justice Purpose” will be destroyed immediately after it has served its authorized purpose, as required by the State Police. Such information will be kept confidential and will not be published or disclosed in any manner not consistent with the procedures listed here. Such information is not a public record under P.L. 1963, c.73 (C:47:1A-1, et seq.) as amended and supplemented by P.L. 2001, c.404 (C:47:1A-5, et seq.).

When a disqualification decision has been made as a result of the employer’s “targeted screening process” described below, the Administrator will inform the candidate, in writing, of any information that would disqualify the person from hiring or retention. If the Borough contracts with an outside vendor to process the background checks, that contractor may be authorized to inform the person in writing of any information that would disqualify the person from working for the Borough. In addition, the individual shall be advised that he/she has the opportunity to explain the criminal record and to demonstrate why the exclusion based on the employer’s targeted screening process should not apply to him/her under the circumstances. This information may include evidence of an error in the criminal record; facts surrounding the conviction; age at the time of the conviction and/or release from prison; evidence of a clean criminal and employment record since release; rehabilitation efforts; positive references; and evidence that he/she is bondable. Thereafter, the Borough shall give the individual further consideration.

If a criminal background check reveals a matter that may disqualify a candidate from employment by the Borough, the Borough will take into account the following factors before making a disqualification decision:

1. The nature and gravity of the offense or conduct, including the consideration of (i) the harm caused by the crime; (ii) the legal elements required to prove the crime; and (iii) the classification of the crime (i.e., felony or misdemeanor, etc.); (b) The time that has elapsed since the offense, conduct, and/or completion of the sentence; (c) The nature of the job held or sought, including the consideration of: (i) the job duties (not merely the job title); (ii) the level of supervision to be provided; (iii) the working environment (e.g., private home, outdoors, warehouse); (iv) interaction with others, especially with vulnerable individuals such as children/youth/minors; and (v) the relationship of the criminal history to the job to be performed. An acquittal, a dismissal, successful completion of Pre-Trial Intervention (PTI), or an expungement of a criminal offense, including a disqualifying criminal offense, is not a disqualifying conviction. Further, an arrest record standing alone may not be used to disqualify a candidate, volunteer, or employee from an employment opportunity. However, the employer may make a disqualification decision based on the conduct underlying the arrest if the conduct makes the individual unfit for the position in question, in which case the conduct, not the arrest, is relevant for employment purposes.
2. Application of the above factors may lead to a discussion with the applicant or employee prior to making a disqualification decision.

A candidate may appeal any decision reached via the Appeal Process detailed within this Manual under “Background Checks and Procedures for Candidates, Employees and Volunteers.”

APPOINTMENT AND HIRING

All employees, officers and Department Heads of the Borough of Palmyra shall be appointed and promoted by the governing body except where the power to appoint has been delegated to a subordinate board or official by the Mayor and Council or by operation of law.

The Administrator will inform the successful candidate in writing of the conditional offer of employment, outlining all terms and conditions of employment including, the starting date, salary, benefits, etc. All offers are conditioned upon applicable post offer, pre-employment testing and examination including but not limited to drug and alcohol testing. Drug and alcohol testing will be performed in compliance with the Borough’s procedures contained Alcohol and Drug Free Workplace policy as well as applicable state and federal law. The conditional offer of employment will also establish a deadline for acceptance. If the first offer is rejected, the governing body or other board or official, as applicable, will decide to hire another candidate or re-open the position. Once a candidate accepts conditional offer of employment and successfully completes all post-offer, pre-employment testing and examinations, all other candidates will be notified in writing that they were not selected for the position.

The Administrator will inform the Mayor and Council of any delegated appointments or promotions at the next regularly scheduled Mayor and Council meeting following the appointment. All employees must successfully complete an introductory period. See Introductory Period.

ORIENTATION

On or before the starting date, each employee will be given an orientation. The new employee shall complete the necessary forms for withholding, insurance, pensions, etc. Each employee will be given a copy this Personnel Policies & Procedures Manual and will be asked to sign an Acknowledgment of Receipt Form that the Borough will retain in the employee’s personnel file.

POLICE DEPARTMENT RECRUITMENT AND HIRING

The Police Department conducts its recruitment and hiring in accordance with applicable Attorney General Guidelines. As a result, Police Department recruitment and hiring procedure may differ from the procedure set forth in this policy.

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 Administrator. Documents related to the successful candidate will be placed in the employee’s official personnel file except medical records including examinations must be maintained in a separate file. All records and documents related to other candidates must be retained for at least one year. Records and documents created during the hiring process are confidential and must be retained in a locked cabinet.

**CITIZEN LEADERSHIP FORM**

**BOROUGH OF PALMYRA**

(Application to Serve on Authority, Board or Commission)

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

Appointing Authority

Borough of Palmyra

20 West Broad Street

Palmyra, New Jersey 08065

Attn: Municipal Clerk

Dear Appointing Authority:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

[Name] [Street Address]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereby apply to perform public service on the

[City, State, Zip Code]

following municipal authority(s), board(s) or commission(s):

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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I have listed any education, prior volunteer experience, work-related experience and/or other civil involvement which could be of use to the authority(s), boards(s) or commission(s) listed above.

Should you need to contact me, my telephone number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and my e-mail address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I understand my personal information (phone number and address) is considered confidential and same is restricted from public disclosure under the Open Public Records Act.

Thank you for your attention and consideration to this matter.

Sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

Please provide a brief explanation, list and/or attach any education, prior volunteer experience, work-related experience and/or other civil involvement which could be of use to the authority(s), board(s) or commission(s) listed above.

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**BACKGROUND CHECKS AND PROCEDURES**

**FOR CANDIDATES, EMPLOYEES AND VOLUNTEERS**

BACKGROUND CHECKS REQUIRED

After an initial interview, criminal background checks are required of all candidates over the age of 18, whether for paid or volunteer positions, who will be working directly or indirectly with minors. Criminal background checks will be performed every three years for each employee or volunteer that works directly or indirectly with minors. The exact titles of employees subject to background checks include all recreational positions, crossing guards, library positions, and maintenance and administrative positions pertaining to such programs.

BACKGROUND CHECK PROCEDURE

The Administrator will perform or initiate criminal background checks and be the recipient of reports from outside agencies or contractors. These reports shall include, but are not limited, to court records; police department and corrections agency records; registries or watch lists; state criminal record repositories; and the Interstate Identification Index maintained by the FBI. The Administrator will discuss potentially disqualifying information received with the employee’s or volunteer’s Department Head, and a determination that the information is disqualifying shall be made based on whether the disqualification is job-related for the position and is consistent with business necessity. Written information received as a result of a “Request for Criminal History Record Information For a Noncriminal Justice Purpose” will be destroyed immediately after it has served its authorized purpose, as required by the State Police. Such information will be kept confidential and will not be published or disclosed in any manner not consistent with the procedures listed here. Such information is not a public record under P.L. 1963, c.73 (C:47:1A-1, et seq.) as amended and supplemented by P.L. 2001, c.404 (C:47:1A-5, et seq.).

When a disqualification decision has been made as a result of the employer’s “targeted screening process” described below, the Administrator will inform the candidate, volunteer, or employee, in writing, of any information that would disqualify the person from working with minors. If the Borough contracts with an outside vendor to process the background checks, that contractor may be authorized to inform the person in writing of any information that would disqualify the person from working with minors. In addition, the individual shall be advised that he/she has the opportunity to explain the criminal record and to demonstrate why the exclusion based on the employer’s targeted screening process should not apply to him/her under the circumstances. This information may include evidence of an error in the criminal record; facts surrounding the conviction; age at the time of the conviction and/or release from prison; evidence of a clean criminal and employment record since release; rehabilitation efforts; positive references; and evidence that he/she is bondable. Thereafter, the Borough shall give the individual further consideration. Existing employees or volunteers will be placed on immediate suspension pending the outcome of a hearing or appeal. Employee suspensions may be with or without pay at the discretion of the Administrator.

DISQUALIFICATION

A candidate, volunteer, or employee may be disqualified from employment in a position that works with minors if that person’s criminal record history background check reveals a record of conviction of any of the following crimes and disorderly persons offenses as defined by New Jersey law or by analogous laws in other States:

* Homicide (N.J.S.A. 2C:11)
* Assault, reckless endangerment, threats, stalking (N.J.S.A. 2C:12)
* Kidnapping (N.J.S.A. 2C:13)
* Sexual Offenses (N.J.S.A. 2C:14)
* Offenses Against the Family, Children and Incompetents (N.J.S.A. 2C:24)
* Controlled Dangerous Substances (N.J.S.A. 2C:35 except for 2C:35-10(a)4)
* Robbery (N.J.S.A. 2C:15)
* Theft (N.J.S.A. 2C:20)

A disqualification from such position will be based only on a conviction for one or more of the above disqualifying crimes and offenses as a result of the employer’s targeted screening process, by which the employer has taken into account the following factors:

(a) The nature and gravity of the offense or conduct, including the consideration of (i) the harm caused by the crime; (ii) the legal elements required to prove the crime; and (iii) the classification of the crime (i.e., felony or misdemeanor, etc.); (b) The time that has elapsed since the offense, conduct, and/or completion of the sentence; (c) The nature of the job held or sought, including the consideration of: (i) the job duties (not merely the job title); (ii) the level of supervision to be provided; (iii) the working environment (e.g., private home, outdoors, warehouse); (iv) interaction with others, especially with vulnerable individuals such as children/youth/minors; and (v) the relationship of the criminal history to the job to be performed. An acquittal, a dismissal, successful completion of Pre-Trial Intervention (PTI), or an expungement of a criminal offense, including a disqualifying criminal offense, is not a disqualifying conviction. Further, an arrest record standing alone may not be used to disqualify a candidate, volunteer, or employee from an employment opportunity. However, the employer may make a disqualification decision based on the conduct underlying the arrest if the conduct makes the individual unfit for the position in question, in which case the conduct, not the arrest, is relevant for employment purposes.

APPEAL PROCESS

The Appeals Committee will be comprised of the Mayor, Police Chief and Administrator.

Once a candidate, employee or volunteer has been notified of a disqualifying conviction, the employee has 14 calendar days to file a Notice of Appeal with the Borough. The Notice of Appeal must be sent in writing to the Administrator. The Notice of Appeal must include a Notice of Rehabilitation and/or a notice that the information is inaccurate or incorrect, pursuant to N.J.A.C. 13:59-1.6.

During the 14-day period listed above, and until the issuance of the decision of the Appeals Committee, an employee will be on a suspension with pay, pending the outcome of the Notice of Appeal.

In making a determination on the appeal, the following information will be considered:

* The nature and responsibility of the position which the convicted individual would hold, has held, or currently holds, as the case may be;
* The nature and seriousness of the crime or offense;
* The circumstances under which the crime or offense occurred;
* The date of the crime or offense;
* The age of the individual when the crime or offense was committed;
* Whether the crime or offense was an isolated or a repeated incident;
* Any social conditions which may have contributed to the commission of the crime or offense;
* Any evidence of rehabilitation, including good conduct in prison or in the community, counseling or psychiatric treatment received;
* Acquisition of additional academic or vocational schooling, successful participation in correctional work-release programs, or the recommendation of those who have had the individual under their supervision.

The Borough will issue a written determination on the employee’s appeal of their disqualifying conviction.

IMMIGRATION

In 1986, the Federal Government passed the Immigration Reform and Control Act. This act requires all individuals who accept employment after November 6, 1986, to provide official documented proof of their identity and eligibility to work in the United States.

In accordance with the Immigration Reform and Control Act, all individuals hired by the Borough are required to provide the necessary documentation to verify their identity and employment eligibility. This requirement applies to all employees, including citizens and nationals of the United States, who are automatically eligible for employment. The following procedure applies:

New Employee Reports to Work:

(1) The Administrator or designee informs the new employee of the requirements of the Immigration Reform and Control Act upon acceptance of the position. The Borough may require applicants to provide documentation of eligibility to work in the United States at any time after an offer of employment has been extended and accepted up to and including the first day of employment. Law enforcement candidates will be required to produce documentation of citizenship as part of the background check.

(2) The new employee provides the required documents the first day of employment.

(3) The employee completes Part I (Employee Information and Verification) of the Employment Eligibility Verification (Form I-9).

(4) The Administrator or designee reviews the documents to confirm the employee's acceptability and completes Part II (Employer Review and Verification) of the Employment Eligibility Verification (Form I-9).

New Employee Does Not Produce Documents:

(1) If a new employee does not provide the documents on the first day of employment, the Borough will provide the person with three working days starting with the first day of employment. If the employee does not produce the documents or a receipt for replacement documents, in the case of lost, stolen or destroyed documents, within three business days of the date employment begins, the Borough will terminate the employee’s employment for failure to comply with legal requirements.

(2) If the new hire produces a receipt for replacement documents, he or she must produce the actual documents within ninety (90) days of the date employment begins.

**ETHICS GUIDELINES**

In our representative form of government, it is essential that the employees uphold the respect and confidence of the people. Employees, including elected and appointed officials and volunteers, should, therefore, avoid conduct which violates the public trust or which creates a justifiable impression among the public that the trust is being violated.

All employees, including elected and appointed officials and volunteers, must conduct themselves in accordance with N.J.S.A. 40A:9-22.1, the “Local Government Ethics Law.” The following list of activities, while not all-inclusive, is offered as examples of those activities which may compromise an employee's ability to act in an ethical manner:

● Accepting any gifts or entertainment from any company, business, individual or agency that has had or is likely to have any professional or official transactions with the Borough.

● Borrowing money from individuals or firms, except recognized lending institutions, with which the Borough does business.

● Conducting Borough business with a firm in which the employee or an immediate family member has a substantial interest.

● Engaging in practices or procedures which violate any laws or regulations to which the Borough is subject.

● Holding a substantial interest in a firm or managing a firm with which the Borough regularly conducts business.

● Misusing, or revealing confidential information to unauthorized parties.

● Participating in civic or professional organizational activities in a way which results in the disclosure of confidential information.

● Simultaneous employment with a firm which is a Borough supplier.

● Speculating or dealing in materials, equipment, supplies or services purchased by the Borough.

All employees, including elected and appointed officials and volunteers, are responsible for implementing this policy by reporting circumstances which appear to violate legal, regulatory or ethical requirements.

CONFLICT OF INTEREST

Employees, including elected and appointed officials and volunteers, have an obligation to conduct Borough business within guidelines that prohibit actual or potential conflicts of general interest. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

Under the Local Government Ethics Act, certain employees and officials are required to annually file with the Clerk a state mandated disclosure form. The Clerk will notify employees and Borough officials subject to the filing requirements of the Act.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in personal gain for that employee or for a relative as a result of the Borough business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if an employee has any influence on transaction involving purchases, contracts, or leases, it is imperative that he or she disclose to his or her Department Head as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties. An elected or appointed official must disclose the existence of a potential or actual conflict of interest to the governing body. Any individual found by the Borough to have a conflict of interest must recuse him or herself from the matter. The recusal must be absolute, that is, the employee or official must not have any involvement with the matter from which he or she recused himself or herself.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Borough does business but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Borough.

Additionally, a potential or actual conflict of interest exists necessitating disclosure when the employee or official has a direct or indirect personal interest that is incompatible with the discharge of the official or employee’s public duties.

If there are any questions whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Administrator or Borough attorney to obtain clarification.

CONFIDENTIAL INFORMATION

The data of the Borough is the property of the Borough and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper disclosure of information, even though it is not apparent that an employee has personally gained by such action, constitutes unacceptable conduct. Any employee who participates in such a practice will be subject to disciplinary action, up to and including termination of employment.

GRATUITIES

The Borough intends to discourage the public from offering gratuities, contributions or gifts to Borough employees that could be interpreted to affect employees’ Borough duties. Therefore, employees, including elected and appointed officials and volunteers, shall neither accept nor solicit gratuities, contributions or gifts and shall discourage the practice wherever possible. Under no circumstances may an employee accept donations, gratuities, contributions or gifts from a vendor doing business with or seeking to do business with the Borough or any person or firm seeking to influence Borough decisions. Meals and other entertainment are also prohibited.

When a particular situation makes the refusal or return of a gratuity, contribution or gift of minor value awkward or difficult, or where the gratuity, contribution or gift is of major value, the employee must submit a written report on the matter to the Administrator. This procedure is intended solely to protect the employee and any such report shall not be used in any way against the employee. Failure to file such report within seven days of occurrence of the incident shall be grounds for disciplinary action.

**POLICY PROHIBITING HARASSMENT & DISCRIMINATION IN THE WORKPLACE**

The Borough of Palmyra is committed to providing a work environment that is free of discrimination. The Borough will not tolerate harassment of or by Borough employees towards anyone, including any supervisor, co-worker, or non-employee, including vendors and citizens.

Applicability

This policy applies to all people employed by the Borough of Palmyra, as well as members of the governing body, appointed officials and volunteers working on behalf of the Borough, and prohibits such conduct by or towards all such officials, employees and volunteers. Independent contractors, vendors and all other parties engaged in a professional business relationship with the Borough are also expected to abide by the policy. In addition, no Borough employee shall be required to withstand behavior from the public which violates this policy. Harassment of non-employees by Borough employees is also prohibited.

Purpose

This policy is designed to ensure all employees of the Borough a work environment free of any type of discrimination based upon a protected status, including freedom from sexual harassment. The purpose of this policy is to inform employees that harassment based upon a protected status is prohibited, to educate employees about harassment based upon a protected status and to provide employees with a procedure to bring complaints to management’s attention.

Provisions

1. All Borough employees are expected to avoid any behavior or conduct of a harassing or discriminatory nature. The Borough prohibits any form of harassment or discrimination related to an employee's actual or perceived protected group status, including race, creed, color, national origin, ancestry, religion, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, sex, pregnancy (including childbirth or related medical conditions), gender identity or expression, disability (including perceived disability, physical, mental, and/or intellectual disabilities, AIDS or HIV infection), political affiliation (to the extent protected by law), atypical hereditary cellular or blood trait, or because of the liability for service in the United States Armed Forces, veteran status, citizenship status, or any other group status protected by law. Harassment includes, but is not limited to:

A. Treating an individual less favorably based on a person’s protected group status;

B. Using derogatory or demeaning slurs to refer to a person’s protected group status;

C. Calling another by an unwanted nickname which refers to one or more protected group statuses, or telling ethnic jokes that harass an employee or create a hostile work environment;

D. Using derogatory references regarding a protected group status in any job-related communication;

E. Engaging in threatening, intimidating, or hostile acts, in the workplace, based on a protected group status; or

F. Displaying or distributing material in the workplace that contains language or derogatory or demeaning images, caricatures or representations of persons using electronically or physically altered photos, drawings, or images, based on any protected group status.

Any form of harassment or discrimination related to an employee’s protected group status violates this policy. This policy applies to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, compensation, fringe benefits, working conditions and career development. Violations of this policy will result in appropriate disciplinary action up to and including termination of employment.

2. Sexual Harassment: The Borough prohibits sexual harassment of its employees in any form. Such conduct shall result in appropriate disciplinary action up to and including dismissal from employment.

A. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct, gestures or communication, expressed or implied, of a sexual nature when:

(1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; or

(2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, or

(3) That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, or creating an intimidating hostile or offensive employment environment.

Regarding unwelcome sexual advances toward non-employees, requests for sexual favors and other verbal, physical or visual conduct of a sexual nature constitute harassment when:

(1) Submission to such conduct is made either explicitly or implicitly in exchange for a benefit;

(2) Submission to or rejection of such conduct by an individual is used as the basis for a decision affecting the individual; or

(3) Such conduct has the purpose or effect of unreasonably interfering with an individual’s activities or creating an intimidating, hostile or offensive environment.

B. Prohibited Conduct:

No supervisory employee shall threaten or insinuate either directly or indirectly, that an employee's refusal to submit to sexual advances will adversely affect the employee’s continued employment, evaluation, compensation, assignment, advancement, or any other condition of employment. Similarly, no supervisory employee shall promise or suggest either directly or indirectly, that an employee's submission to sexual advances will result in any improvement in any term or condition of employment for the employee.

Other sexually harassing conduct in the work place, whether committed by supervisory or non-supervisory personnel is also prohibited. This includes, but shall not be limited to:

(1) Sexual flirtations, advances, propositions, subtle pressure for sexual activity, flirtatious whistling, discussing sexual activities;

(2) Verbal abuse of a sexual nature including sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, and foul or obscene language or gestures;

(3) The display of sexually graphic pictures or pictures of an offensive nature, or object in the work place, including sexually suggestive written material such as letters, notes, caricatures or representations of persons using electronically or physically altered photos, drawings, or images; facsimiles, text messages and e-mails;

(4) Any unwelcome sexually motivated touching, including, for example, patting, pinching, hugging, cornering, blocking or impeding movement and repeated brushing against another employee's body.

Sexual harassment also occurs when one person harasses another solely because of the victim's gender. This type of sexual harassment may involve unwelcome sexual demands or overtures, but it may also take the form of other harassing conduct not necessarily sexual in nature. For example, this would include gender stereotyping such as comments about the lesser abilities, capacities, or the "proper role" of females. It also includes subjecting a woman or a man to non-sexual harassment solely because of her or his gender. Sexual harassment is prohibited whether the harasser is male or female, and whether the harassment is opposite sex or same-sex harassment.

3. Complaint Procedure:

Notifying appropriate personnel of any harassment problem is essential to the success of this policy. The Borough cannot resolved a harassment problem if it does not know about it. Employees who feel they have been subjected to harassment must report the harassment.

Any employee who feels he or she has been subject to harassment should report the incident directly to the Administrator. Alternatively, any employee who feels he or she has been subject to harassment should report the incident directly to the Clerk or Mayor. The Administrator, Clerk, or Mayor will ask the employee to complete an Employee Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy.

The names and telephone numbers of the Administrator, Clerk and Mayor are contained in the Contact Information attached to this policy.

Any individual uncomfortable reporting an incident to the Administrator, Clerk or Mayor should feel free to go to any upper management representative with whom he or she feels most comfortable to relay the problem. When any management representative learns of a violation of this policy, the management representative must assist the victim in reporting the alleged incident(s) of harassment. Additionally, the management representative must report the matter to the Administrator, Clerk or Mayor.

All Borough employees should notify the alleged harasser that the behavior in question is thought to be offensive and unwelcome. Failure to inform the alleged harasser that the behavior is unwelcome, however, does not prevent the victim from filing a complaint pursuant to this policy. The harassment or discrimination does not have to occur on Borough property during regular work hours for an employee to file a complaint under this policy. Moreover, harassment of any employee in connection with the work by non-employees may also be a violation of this policy.

The Borough strongly encourages employees who witness conduct which they believe violates the Borough’s Policy Prohibiting Harassment to report the violation pursuant to this complaint procedure.

The Borough encourages the prompt reporting of complaints so that rapid response and appropriate action may be taken. All complaints should be reported as promptly as possible. Nevertheless, due to the sensitive nature of these problems, all complaints will be investigated, regardless of when they are filed.

4. Investigation Procedure:

The Borough will conduct an investigation into the harassment complaint to determine the merits of the allegations. The Administrator, Clerk or Mayor will designate an objective investigator to determine the validity of any complaint. The objective investigator may include the Administrator, Clerk or Mayor or any third party deemed appropriate. The investigation shall be completed in a reasonable time to resolve the issue and minimize the effects of such investigation on the parties involved.

The investigation will, at a minimum, include an interview with the employee bringing the complaint and the accused. All employees who report harassment, or who are interviewed during an investigation have an obligation to be truthful and forthcoming. If the Borough determines that the complaint has merit, the accused will face appropriate disciplinary action based upon the severity of the complaint and any prior history of past charges against the individual. Disciplinary action may include a written warning, suspension, demotion, and/or termination of employment. Any disciplinary action will be consistent with applicable collective bargaining agreements and applicable due process safeguards.

Upon completion of the investigation, the entire file shall be maintained in a secure location in the Administrator’s office.

In the event that the Borough determines the complaint to be intentionally dishonest, appropriate disciplinary action may be taken against the employee who caused the complaint to be filed. Complaints that are brought in good faith, even if unsubstantiated, do not constitute an intentionally dishonest accusation.

5. Privacy:

The Borough will strive to maintain confidentiality to the extent possible. The Borough has a compelling interest in protecting the integrity of its investigations. In every investigation, the Borough has a strong desire to protect witnesses from harassment, intimidation and retaliation, to keep evidence from being destroyed, to ensure that testimony is not fabricated, and to prevent a cover-up. The Borough may decide in some circumstances that to achieve these objectives, employees must maintain the investigation and their role in it in strict confidence. If the Borough reasonably imposes such a requirement and an employee does not maintain such confidentiality, the employee may be subject to disciplinary action up to and including immediate termination.

6. Responsibility of Supervisory Personnel:

Supervisors are to monitor the work environment to ensure that all subordinates comply with this Policy Prohibiting Harassment. When a supervisor learns of a violation of this policy, the supervisor must assist the victim in reporting the alleged incident(s) of harassment. Additionally, the supervisor must report the matter to the Administrator, Clerk, or Mayor for resolution.

Any supervisor who receives a harassment complaint from any employee must bring it to the attention of the Administrator, Clerk or Mayor for resolution.

Supervisors who do not fulfill their responsibilities under this Policy will be subjected to disciplinary action.

7. Retaliation Prohibited:

The Borough encourages victims of harassment to bring their complaints to management by ensuring that no reprisals or retaliation will result from the good faith reporting of harassment. The filing of a complaint, in good faith, shall not, under any circumstances provide cause for discipline. Additionally, it is a violation of this policy for any personnel to retaliate against another because he or she filed a complaint or otherwise participated in the complaint procedure.

Supervisors must closely monitor the work environment for any forms of retaliation once an allegation has been made. This will include but not be limited to verbal remarks, irregular assignments or any other activity that may contribute to a hostile work environment.

Any supervisor who receives a retaliation complaint from any employee must bring it to the attention of the Administrator, Clerk or Mayor for resolution.

8. Legal Effect:

This Policy Prohibiting Harassment is to be construed as a unilateral expression of the policy of the Borough of Palmyra concerning harassment in the workplace. It is not intended to create any contractual rights or duties and any such intention or effect is disclaimed. This policy may be amended, supplemented, modified and/or revised at any time.

Any employee with questions regarding the Borough's Policy Prohibiting Harassment should contact the Administrator.

**KEY CONTACT INFORMATION**

**FOR THE BOROUGH OF PALMYRA**

The policies within this Manual identify certain individuals by that person’s official title. For your convenience, a list of “Key Contacts” is contained below which identifies each individual presently holding each such position along with their contact information.

Administrator

John Gural, Borough Administrator

Borough of Palmyra

20 West Broad Street

Palmyra, New Jersey 08065

Telephone: (856) 829-6100 Ext. 125

E-Mail: [jgural@boroughofpalmyra.com](mailto:jgural@boroughofpalmyra.com)

Clerk

Doretha Jackson, Municipal Clerk

Borough of Palmyra

20 West Broad Street

Palmyra, New Jersey 08065

Telephone: (856) 829-6100 Ext. 124

E-Mail: [djackson@boroughofpalmyra.com](mailto:djackson@boroughofpalmyra.com)

Mayor

Michelle Arnold, Mayor

Borough of Palmyra

20 West Broad Street

Palmyra, New Jersey 08065

Telephone: (856) 829-6100 Ext. 126

E-Mail: [marnold@boroughofpalmyra.com](mailto:marnold@boroughofpalmyra.com)

**EMPLOYEE COMPLAINT PROCEDURE**

Employees who observe actions they believe to constitute discrimination, harassment, sexual harassment, retaliation, any other workplace wrongdoing, or pay inequity, should immediately report the matter to the Administrator, Clerk or Mayor. Reporting of such incidents is encouraged when an employee feels that he or she is subject to such incidents, or when an employee observes such incidents in reference to other employees. Employees should report incidents in writing using the Employee Complaint Form, but may make a verbal complaint at their discretion. If the employee has any questions about what constitutes discrimination, harassment, sexual harassment, retaliation, any other workplace wrongdoing, or pay inequity, they may ask one of the individuals listed above. All such reports will be promptly investigated by a person who is not involved in the alleged wrongdoing.

No employee will be penalized in any way for making a good faith complaint. There will be no discrimination or retaliation against any individual who files a good‑faith harassment complaint, even if the investigation produces insufficient evidence to support the complaint, and even if the charges cannot be proven. There will be no discrimination or retaliation against any other individual who participates in the investigation of a complaint.

If the investigation substantiates the complaint, appropriate corrective and/or disciplinary action will be swiftly pursued. Disciplinary action up to and including discharge will also be taken against individuals who make false or frivolous accusations, such as those made maliciously or recklessly. Actions taken internally to investigate and resolve harassment complaints will be conducted as confidentially as possible. Any investigation may include interviews with the parties involved in the incident, and if necessary, with individuals who may have observed the incident or conduct or who have other relevant knowledge. The complaining employee will be notified of a decision at the conclusion of the investigation within a reasonable time from the date of the report of an incident.

**EMPLOYEE COMPLAINT FORM**

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

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

JOB TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UNION REPRESENTATIVE (IF ANY): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TIME PERIOD COVERED BY COMPLAINT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INDIVIDUALS WHO ALLEGEDLY COMMITTED THE ACTS BEING COMPLAINED OF:

NAME JOB TITLE DEPARTMENT

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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DESCRIBE THE DATES AND THE NATURE OF THE ACTS ALLEGEDLY COMMITTED BY EACH IDENTIFIED INDIVIDUAL (ATTACH ADDITIONAL SHEETS IF NECESSARY):

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IDENTIFY ALL EMPLOYEES OR OTHERS WITH KNOWLEDGE OF THE COMPLAINED OF CONDUCT:

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ARE THERE ANY DOCUMENTS OR PHYSICAL EVIDENCE WHICH CONTAIN INFORMATION SUPPORTING THE OCCURRENCES DESCRIBED ABOVE?

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HAVE YOU MISSED ANY WORK TIME OR INCURRED ANY UNREIMBURSED MEDICAL EXPENSES AS A RESULT OF THE ALLEGED ACTS? IF "YES," PLEASE IDENTIFY THE MISSED WORK TIME AND DESCRIBE THE EXPENSES INCURRED:

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IF YOU PREVIOUSLY COMPLAINED ABOUT THIS OR RELATED ACTS TO A BOROUGH OF PALMYRA SUPERVISOR OR OFFICIAL, PLEASE IDENTIFY THE INDIVIDUAL TO WHOM YOU COMPLAINED, THE DATE OF THE COMPLAINT, AND THE RESOLUTION OF YOUR COMPLAINT:

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ARE YOU AFRAID THAT SOMEONE MAY RETALIATE AGAINST YOU BECAUSE YOU FILED THIS COMPLAINT? IF SO, PLEASE IDENTIFY THE PERSON(S) AND INDICATE THE REASONS WHY YOU FEEL THE PERSON(S) MAY RETALIATE AGAINST YOU.

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WHAT IS YOUR REQUESTED REMEDY IN THIS COMPLAINT?

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**ACKNOWLEDGMENT**

THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT.

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

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

TO INVESTIGATE YOUR COMPLAINT, IT WILL BE NECESSARY TO INTERVIEW YOU, THE ACCUSED, AND ANY WITNESSES WITH KNOWLEDGE OF THE ALLEGATIONS OR DEFENSES.

THE BOROUGH WILL STRIVE TO MAINTAIN CONFIDENTIALITY TO THE EXTENT POSSIBLE. THE BOROUGH HAS A COMPELLING INTEREST IN PROTECTING THE INTEGRITY OF ITS INVESTIGATIONS. IN EVERY INVESTIGATION, THE BOROUGH HAS A STRONG DESIRE TO PROTECT WITNESSES FROM HARASSMENT, INTIMIDATION AND RETALIATION, TO KEEP EVIDENCE FROM BEING DESTROYED, TO ENSURE THAT TESTIMONY IS NOT FABRICATED, AND TO PREVENT A COVER-UP. THE BOROUGH MAY DECIDE IN SOME CIRCUMSTANCES THAT TO ACHIEVE THESE OBJECTIVES, EMPLOYEES MUST MAINTAIN THE INVESTIGATION AND THEIR ROLE IN IT IN STRICT CONFIDENCE. IF THE BOROUGH REASONABLY IMPOSES SUCH A REQUIREMENT AND AN EMPLOYEE DOES NOT MAINTAIN SUCH CONFIDENTIALITY, THE EMPLOYEE MAY BE SUBJECT TO DISCIPLINARY ACTION UP TO AND INCLUDING IMMEDIATE TERMINATION.

I AM WILLING TO COOPERATE FULLY IN

THE INVESTIGATION OF MY COMPLAINT

AND TO PROVIDE WHATEVER EVIDENCE

THE BOROUGH OF PALMYRA DEEMS RELEVANT.

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

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

**WITNESS STATEMENT FORM**

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

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

JOB TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

UNION REPRESENTATIVE (IF ANY): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LENGTH OF TIME KNOWN

COMPLAINANT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RESPONDENT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

INDIVIDUALS WHO ALLEGEDLY COMMITTED ACTS COMPLAINED OF:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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IDENTITIES OF OTHER PERSONS WITH KNOWLEDGE OF FACTS RELEVANT TO THIS INVESTIGATION:

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PLEASE PROVIDE A DETAILED DESCRIPTION OF THE EVENTS YOU WITNESSED. INCLUDE THE DATE, TIME, LOCATION AND INDIVIDUALS PRESENT. ATTACH ADDITIONAL SHEETS IF NECESSARY.

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ANY OTHER INFORMATION WHICH SHOULD BE CONSIDERED IN EVALUATING THE VALIDITY OF THE COMPLAINT IN THIS CASE:

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**ACKNOWLEDGMENT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, AFFIRM THAT THE INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT.

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

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

**POLICY PROHIBITING WORKPLACE VIOLENCE**

The Borough has adopted this Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing problem nationally that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the Borough or which occur on Borough property will not be tolerated.

THREATS OR ACTS OF VIOLENCE DEFINED

“Threats or acts of violence” include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the Borough, or to create a hostile, abusive, or intimidating work environment for one or more Borough employees.

EXAMPLES OF WORKPLACE VIOLENCE

General examples of prohibited workplace violence include, but are not limited to, the following:

* All threats or acts of violence occurring on Borough property, regardless of the relationship between the Borough and the parties involved in the incident.
* All threats or acts of violence not occurring on Borough property but involving someone who is acting in the capacity of a representative of the Borough.
* All threats and acts of violence not occurring on Borough property involving an employee of the Borough if the threats or acts of violence affect the legitimate interest of the Borough.
* Any threats or acts resulting in the conviction of an employee or agent of the Borough, or of an individual performing services on the Borough’s behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests and goals of the Borough.

SPECIFIC EXAMPLES OF PROHIBITED CONDUCT

Specific examples of conduct which may be considered “threats or acts of violence” prohibited under this policy include, but are not limited to:

* Hitting, fighting, pushing, shoving or causing physical injury to an individual or throwing objects;
* Threatening to harm an individual or his/her family, friends, associates, or their property;
* Aggressive, hostile, or bullying behavior that creates a reasonable fear of injury to another person or subject another individual to emotional distress;
* The intentional destruction or threat of destruction of property owned, operated, or controlled by the Borough or another employee;
* Making harassing or threatening telephone calls, letters or other forms of written or electronic communications;
* Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the Borough;
* Harassing surveillance, also known as “stalking,” the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety;
* Making a suggestion or otherwise intimating that an act to injure persons or property is “appropriate,” without regard to the location where such suggestion or intimation occurs;
* Committing acts motivated by, or related to, harassment based on a protected class, including sexual harassment, or domestic violence;
* Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on Borough property.
* While employees of the Borough may be required as a condition of their work assignment to possess firearms, weapons or other dangerous devices, or permitted to carry them as authorized by law, employees are to use them only in accordance with departmental operating procedures and all applicable State and Federal laws.

APPLICATION OF PROHIBITION

The Borough’s prohibition against threats and acts of violence applies to all persons involved in the Borough’s operation, including but not limited to Borough personnel, contract and temporary workers, and anyone else on Borough property. Violation of this policy by any individual on Borough property, by any individual acting as a representative of the Borough while not on Borough property, or any individual acting off of the Borough property when his or her actions affect the public interest or the Borough’s business interests will be followed by legal action, as appropriate. Violation by an employee of any provision of this policy may lead to disciplinary action up to and including termination.

WARNING SIGNS, SYMPTOMS AND RISK FACTORS

The following are examples of warning signs, symptoms, and risk factors which may indicate an employee’s potential for workplace violence:

* Dropping hints about a knowledge of firearms;
* Making intimidating statements like: “You know what happened at the Post Office,” “I’ll get even” or “You haven’t heard the last from me.”
* Possessing reading material with themes of violence, revenge and harassment;
* Physical signs of hard breathing, reddening of complexion, menacing stare, loudness, fast profane speech;
* Acting out either verbally or physically;
* Disgruntled employee or ex-employee who is excessively bitter;
* Being a loner;
* Having a romantic obsession with a co-worker who does not share that interest;
* History of interpersonal conflict;
* Intense anger, lack of empathy;
* Domestic problems, unstable/dysfunctional family;
* Brooding, depressed strange behavior, “time bomb ready to go off.”

Supervisors should be alerted to and aware of these indicators. If an employee exhibits such behavior the employee should be monitored and such behavior should be documented.

PROCEDURES FOR DEALING WITH ACTS OF WORKPLACE VIOLENCE

When a violent act occurs in the workplace:

* If a violent act or altercation constitutes an emergency, call 9-1-1. In instances that are not emergency situations, contact your Department Head or the Administrator.
* If possible, separate the parties involved. If the parties cannot be separated, or if it would be too dangerous for the employee to separate the parties, call 9-1-1, and contact your Department Head or the Administrator. The Department Head will contact the Administrator, who will take responsibility for coordinating a response to the incident.
* In instances that involve criminal situations, the Administrator will contact the Borough Police Department for assessment, and if necessary, a criminal investigation.

EMPLOYEE REPORTING OBLIGATIONS AND PROCEDURE

Each Borough employee and every person on Borough property is encouraged to report incidents or threats or acts of physical violence of which he or she is aware. In cases where the reporting individual is not a Borough employee, the report should be made to the Borough Police Department.

In cases where the reporting individual is a Borough employee, the report should be made to the employee’s Department Head or the Administrator. Each Department Head will promptly refer any such incident to the Administrator. The Borough will promptly and thoroughly investigate all reports of threats of (or actual) violence and/or suspicious individuals or activities. Any individual determined to be responsible for conduct in violation of this policy will be subjected to disciplinary action up to and including termination of employment, arrest and prosecution.

CONFIDENTIALITY AND RETALIATION

This policy prohibits retaliation against any employee who, in good faith, reports a violation of this policy. Every effort to the extent practicable will be made to protect the safety and identity of anyone who comes forward with concerns about a threat or act of violence.

QUESTIONS ABOUT POLICY

Employees shall refer any questions regarding his or her rights and obligations under the policy to the Administrator.

**ANTI-RETALIATION POLICY**

No person who reports unlawful harassment, discrimination, retaliation or other unlawful conduct, or who furnishes information or testimony with respect to the occurrence of such matters, shall be subject to retaliation in any form from the Borough, Borough Officials, Department Heads, supervisors, employees, volunteers or other non-employees. Regardless of when or where it takes place, if you have a good faith reasonable belief that you have been subjected to, or become aware of another individual who has been subjected to, retaliation in violation of this policy, the Borough urges you to promptly report it directly to the Borough Administrator, Mayor or Clerk. Retaliation can take different forms including, but not limited to, discouraging the making, filing, pursuit or participation in an investigation of a complaint made to the Borough or a Federal or State agency, as well as written or oral statements, conduct, threats of harm or intimidation, or other behavior which negatively effects a person’s work environment, pay, or other terms, conditions or privileges with the Borough. If an employee or non-employee makes a complaint about you, do not take any action or otherwise engage that individual with respect to their complaint. Instead, allow the Borough to address the matter in order to avoid another issue or dispute from arising. The Borough forbids any form of retaliation against an employee or non-employee for making a complaint. The investigation will be performed by an individual who is not alleged to be involved in the claimed harassment, discrimination or wrongdoing. All Borough employees share in the responsibility for assuring that by their personal actions the Borough’s policies are effective and apply uniformly to everyone. Accordingly, any Borough Officials, Department Heads, supervisors or other employees involved in retaliation will be subject to corrective action up to and including termination. The Borough will likewise take appropriate action for retaliatory acts committed by outsiders which are directed at a Borough employee.

**Conscientious Employee Protection Act**

**“Whistleblower Act”**

**Employer retaliatory action; protected employee actions; employee responsibilities**

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:

a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;

b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or

c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any government entity.

d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.

e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:

(1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;

(2) is fraudulent or criminal; or

(3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.

2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

**CONTACT INFORMATION**

The following contact person has been designated to answer your questions or provide information regarding your rights and responsibilities under this act (N.J.S.A. 34:19-4):

John Gural, Borough Administrator

Borough of Palmyra

20 West Broad Street

Palmyra, New Jersey 08065

Telephone: (856) 829-6100 Ext. 125

E-Mail: [jgural@boroughofpalmyra.com](mailto:jgural@boroughofpalmyra.com)

**BOROUGH COMMUNICATIONS ON RELIGIOUS AND POLITICAL MATTERS**

In accordance with the New Jersey Worker Freedom from Employer Intimidation Act, the Borough does not require any of its employees to attend any Borough-sponsored meeting or participate in any communications with the Borough or its representatives, whose purpose is to communicate the Borough’s opinion about religious or political matters. Political matters include political party affiliation and decisions to join or not join or participate in any political, social or community organization or activity. This definition of political matters includes obvious political activities, such as contributing to a political fund or attending a political speech by a candidate. It also includes fund raising and community events, such as the March of Dimes and walk-a-thons. Naturally, employees may voluntarily make fund raising contributions and attend political or community events of their choice and the Borough encourages such employee involvement.

Borough employees are prohibited from requiring, either expressly or implicitly, that a Borough employee attend meetings on religious, political, social or community matters. The Borough further prohibits employees from sending communications, such as e-mails and/or flyers, to co-workers asking for them to participate in such activities or fund raising, without including language in that communication that expressly notifies the employees that they may refuse to participate and/or contribute without penalty.

Employees should report violations or suspected violations of this policy to the Administrator. The Borough will not terminate, discipline or any in any way penalize an employee who makes a good faith report, verbally or in writing, of a violation or suspected violation of this policy.

**CONTAGIOUS OR LIFE THREATENING ILLNESS POLICY**

The Borough is committed to providing and maintaining a healthy and safety work environment which allows all employees to perform their jobs in a safe and productive manner. The Borough respects the dignity and worth of every employee through its Equal Opportunity Employment statement, which explains its policy and practice with respect to prohibiting discrimination in every phase of employment.

The Borough provides support for individual employees who may be facing the trauma of a life-threatening or catastrophic illness. The purpose of this policy is to support the physical and emotional health of all employees, minimize disruptions of productivity and morale caused by the presence of a worker with a life-threatening illness, and demonstrate the Borough's continued commitment to its affirmative action goals related to physically disabled employees.

If an employee has learned that he or she has a contagious or life threatening illness, including but not limited to HIV/AIDS, the employee should take all steps to protect further spread of the disease or illness. When appropriate, the employee’s Department Head should be notified of any illnesses that may affect the health, safety, and welfare of any co-employee or member of the general public. The Borough will take reasonable precautions to protect such information from inappropriate disclosure, including:

* Medical information may be disclosed with the prior written informed consent of the person who is the subject of the information.
* Information may be disclosed without the prior written consent to qualified individuals for the purpose of conducting management audits, financial audits, and program evaluations, but these individuals shall not identify, either directly or indirectly, the person who is the subject of the record in a report or evaluation, or otherwise disclose the person’s identity in any manner. Information shall not be released to these individuals unless it is vital to the audit or evaluation.
* Information may be disclosed to the Department of Health a required by Federal or State law.

Supervisors and other employees have a responsibility to maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information shall be subject to disciplinary action.

Employees with such conditions, who are able to perform the essential functions of the job and whose continued employment does not pose a threat to their own health and safety or that of others are assured equal employment opportunities and reasonable accommodations in their employment, provided that the accommodation does not impose an unreasonable hardship on the Borough. If the individual cannot work, then he or she may be eligible for disability benefits.

The Borough encourages employees who need these resources to contact the Administrator.

**DRIVER’S LICENSE POLICY**

Any employee whose work requires the operation of Borough vehicles must hold a valid New Jersey State Driver’s license. Jobs that require a valid driver’s license include, but are not limited to; all Public Works and Sewer Department personnel (full and part-time), Construction Official, Code Enforcement Officer, Sub-code officials and other state regulated inspectors, and other jobs as may be necessary.

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

The Administrator, Department Heads or supervisors will verify the validity of employee’s drivers’ licenses through visual and formal Department of Motor Vehicles review checks every three (3) months. Any employee who does not hold a valid driver’s license will not be allowed to operate a Borough vehicle until a valid license is obtained.

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

In addition to a valid New Jersey State Driver’s License, all Public Works and Sewer Department personnel must hold a valid Commercial Driver’s License (CDL).

The Borough will periodically verify the validity of an employee’s CDL every three (3) months. A report indicating a suspended, revoked, or canceled CDL, or a lost privilege or disqualification related to the employee’s CDL may be cause to deny or terminate employment. Any employee performing work which requires the possession of a CDL to operate a Borough vehicle must immediately notify his supervisor in those cases where his/her CDL is suspended, revoked, canceled or which results in him/her losing any CDL privilege or being disqualified from operating a commercial motor vehicle for any period of time. An employee that fails to report such an instance is subject to disciplinary action, up to and including termination of employment.

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

**INTRODUCTORY PERIOD**

To allow the Borough to determine whether a newly hired employee meets the requirements necessary to adequately perform the duties of the position for which he or she was hired, each new employee, except police department employees, shall serve an introductory period of six (6) months. At the completion of the 3rd month and the 6th month, the employee's Department Head will prepare a performance report, using the Introductory Period Performance Report Form, and recommend the retention or dismissal of the introductory employee. The Department Head may also recommend that the new employee's introductory period be extended. These reports shall be submitted to the Administrator. If the Department Head or the Administrator decides to extend the introductory period, the employee's Department Head will prepare a performance report after the completion of the ninth month and twelfth month, or at the conclusion of the introductory period, whichever is earlier.

If the Department Head and the Administrator conclude that the employee successfully completed his or her introductory period, the employee shall be granted all rights and privileges pertaining to his or her employment or position. If, however, at the conclusion of the introductory period, the Department Head or the Administrator determines that the employee did not successfully complete the introductory period, the Borough will dismiss the employee. Nothing contained in this Personnel Policies and Procedures Manual shall be construed to prohibit the suspension or dismissal of an introductory employee at any time.

Employees promoted to new positions will also serve an introductory period as described above.

Except as otherwise provided by a collective bargaining agreement or applicable law, the existence of an introductory period or the completion of the introductory period does not alter an employee's at-will employment relationship with the Borough.

All Police Department employees shall serve an introductory period of one year from the date of their appointment. Police Department introductory period procedure shall be governed by Police Department policy.

**INTRODUCTORY PERIOD PERFORMANCE REPORT**

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

(Employee)

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

Location:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Introductory Period Performance Report for the period from

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for job performance

(date) (date)

in the position of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Evaluate the quality of work produced by the employee:

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Evaluate the quantity of work produced by the employee:

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Evaluate the employee's overall performance:

Satisfactory: \_\_\_\_\_\_\_\_\_\_\_

Unsatisfactory: \_\_\_\_\_\_\_\_\_\_\_

Describe the reasons for the employee's overall performance rating:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Areas/goals for improvement:

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* ❑ Retention of Employee Recommended
* ❑ Dismissal of Employee Recommended

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(Signature of Preparer) (Signature of Employee)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date Prepared) (Date Received by Employee)

Except as otherwise provided by a collective bargaining agreement or applicable law, the existence of an introductory period or the completion of the introductory period does not alter an employee's at-will employment relationship with the Borough.

**PERSONNEL RECORDS**

The Administrator will ensure that adequate personnel records are maintained for each Borough employee. These records shall include: dates of appointments, transfers, promotions and terminations, job titles, salaries, commendations, complaints, performance evaluations, disciplinary actions, amount of leave accrued and used, a record of the employee's training and other related matters, and attendance records. A new employee's employment application, letters of reference, reference verification and any other supporting documents will be included in the personnel file.

Personnel files do not contain confidential employee medical information. Any medical information that the Borough may obtain will be maintained in separate files and treated at all times as confidential information. Any such medical information may be disclosed under very limited circumstances in accordance with applicable legal requirements.

Personnel records are confidential and are maintained in a secured location in a locked cabinet or electronically, protected from unauthorized access. They are available only to authorized managerial and supervisory personnel and members of the governing body on a need-to-know basis. The Borough endeavors to maintain the privacy of personnel records. There are limited circumstances in which the Borough will release information contained in personnel or medical records to persons outside the Borough. These circumstances include:

* In response to a valid subpoena, court order or authorized administrative agency order;
* To an authorized governmental agency as part of an investigation of the Borough’s compliance with applicable law;
* To the Borough’s agents and attorneys, when necessary;
* In a lawsuit, administrative proceeding, grievance or arbitration in which the employee and the Borough are parties;
* In a workers’ compensation proceeding;
* To administer benefit plans;
* To an authorized health care provider;
* To first aid or safety personnel, when necessary; and
* To a potential employer or other person requesting verification of an employee’s employment as described in “Requests for Employment Verification and Reference Procedure.”

Upon request, active employees may inspect their own personnel files at a mutually agreeable time on the Borough premises in the presence of the Administrator or designee. The employee will be entitled to see any records used to determine his or her qualification for employment, promotion or wage increases and any records used for disciplinary purposes. Employees may not remove any papers from the file or take the personnel folders outside of the office where they are reviewed. Employees will be allowed to have a copy of any document they have signed relating to their obtaining employment. Employees may add to the file their versions of any disputed item.

**REQUESTS FOR EMPLOYMENT VERIFICATION AND REFERENCE PROCEDURE**

To ensure that individuals who join the Borough are well qualified and have a strong potential to be productive and successful, it is the policy of the Borough to check the employment references of all applicants at the Borough’s discretion.

Employees should not, under any circumstances, provide another individual with information regarding a current or former Borough employee. Any employee who receives a request for reference information should forward the request to the Administrator or to the Chief of Police, if the current or former Borough employee is or was a sworn officer. No employee may issue a reference letter without the permission of the Administrator or Chief of Police, as applicable. Under no circumstances should any information be released over the telephone. Generally, unless otherwise required by law, the Borough will only confirm the employee's name, dates of employment, job title, department and final salary.

The Borough does not honor oral requests for employment references. All prospective employers must submit employment reference requests in writing.

A current or former employee may authorize the Borough of Palmyra to release information in addition to the employee's name, dates of employment, job title, department and final salary. Unless otherwise required by law, the Borough will only release information in addition to the employee's name, dates of employment, job title, department and final salary if the current or former Borough of Palmyra employee completes the Authorization to Release Information form and provides a signed original to the Administrator.

**AUTHORIZATION TO RELEASE INFORMATION**

Name:

Address:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, authorize the Borough of Palmyra to release any and all information and documentation concerning me to a representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the purpose of assisting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in determining my qualifications for employment. This information includes, but is not limited to [describe with particularity]:

I further authorize the Borough of Palmyra to answer fully and honestly any questions posed orally or in writing concerning me by any representative of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In exchange for the Borough of Palmyra's full and honest disclosure of information and documentation, I hereby release the Borough of Palmyra from any and all claims I may have against the Borough of Palmyra or its agents for statements, information or documents the Borough provides to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in response to its inquiries.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Signature of Candidate] Date

**POSTING OF NOTICES**

All notices regarding job/position openings, changes in policies and/or procedures, and any other information the Borough of Palmyra deems of importance to the Borough of Palmyra employees will be posted at the Borough Hall and/or on the Borough website under Employment.

All Borough of Palmyra employees are responsible to check for notices and are deemed to have read them.

Employees should address any questions regarding any posted notices to their Department Head.

**EMPLOYMENT CATEGORIES**

Employees are categorized in one of the following employment categories:

REGULAR FULL-TIME EMPLOYEES

Regular full-time employees are those who are regularly scheduled to work thirty-five (35) hours or more a week. Generally, regular full-time employees are eligible for the Borough benefits package, subject to the terms, conditions, and limitation of each benefit package.

REGULAR PART-TIME EMPLOYEES

Regular part-time employees are regularly scheduled to work less than the full-time work schedule, and generally only twenty-eight (28) hours or less per scheduled workweek. Part-time employees are appointed on an annual basis with terms expiring on December 31st of the year in which they are appointed. Part-time employees may or may not be reappointed depending solely on the business needs of the Borough. Part-time employees are entitled to certain limited benefits as expressly outlined in this Manual.

SEASONAL EMPLOYEES

A seasonal employee is one who works occasionally but no more than twenty (20) hours per scheduled workweek. Seasonal employees are appointed on an as needed basis for particular assignments with terms not to exceed six (6) months or expiring on December 31st of the year in which they are appointed, whichever is sooner. Seasonal employees may or may not be reappointed depending solely on the business needs of the Borough and must be separated from the Borough for at least 30 days between appointments.

Seasonal employees are not entitled to benefits.

**EMPLOYMENT OF MINORS**

Minors are defined as any person under the age of 18. Minors employed by the Borough must be at least 16 years of age. The Borough will comply with all aspects of federal and state regulations applicable to employment of minors including but not limited to the hours they may work and equipment they may operate.

The Borough may accept applications from minors for certain positions. If it does so, the Borough will follow the same hiring process applied to other positions to the extent applicable with the exception of that detailed within this policy or required by law. The posting/notice shall indicate the type of position, the nature of the work/occupation the minor will be performing, the equipment and materials with which the minor will be working, the number of hours per day and days per week the minor will be employed by the Borough as well as whether the minor will be working when school is in session and/or working during vacations and periods when school is not in session.  Employment will end as stated within the job posting/notice, conditional offer of employment, the employment certificate, the performance of the minor or the needs of the Borough.

Generally, minors may not work more than 40 hours per week, may not work more than 8 hours per day, and may not work more than six consecutive days in any given week.  Minors who under 16 may not work more than 3 hours per day after regular school day hours.  Other limitations may apply depending upon the type of work.  All minors receive a 30 minute uninterrupted, unpaid lunch period after 5 hours of work.

Any eligible candidate selected for employment will receive from the Borough a conditional offer of employment which incorporates by reference the job posting/notice.  The minor will take that conditional offer of employment along with the posted notice to their school district to obtain an employment certificate (e.g. working papers) from their school district and, upon receipt, provide it to the Borough prior to commencing actual work. The minor must complete the process within thirty (30) days.  The Borough will adhere to any restrictions and requirements contained within the minor’s employment certificate. A copy of the work permit must be kept in the employee's personnel file.

The Borough will not employ a minor under 16 in any position that involves operating power equipment.  Nor will the Borough employ any minor under 18 in any position that involves performing various hazardous work such as working with flammable agents or certain chemicals, using power tools that require skill, construction work, or the like.  Some exceptions may be applicable to tasks that are part of a vocational training program.

Questions regarding federal and state child labor such laws must be directed to the Administrator.

**INTERNSHIP PROGRAM**

The Borough may implement an internship program through its Administrator. The Borough recognizes that an internship can provide a meaningful opportunity to provide valuable experience by learning from experienced professionals. If the Administrator establishes an internship program, the Borough will follow the same process used by it to hire an employee to the extent applicable with the exception of that detailed within this policy or as otherwise required by law. The Borough will comply with all aspects of federal and state regulations applicable to internships.

The posting/notice shall indicate the type of position, the nature of the work/occupation the intern will be performing, whether it is compensated in any way and, if so, the nature and extent of that compensation, the equipment and materials with which the intern will be working, as well as the number of hours per day, days per week and duration of the internship.  The internship will end as stated within the posting/notice, offer of participation in the internship program, the requirements of the intern’s educational institution employment certificate, the performance of the intern or the needs of the Borough. Internships are for a set period of time. Participation as a intern for the Borough is not an indication or guarantee of future employment by the Borough, continuation in the internship program or participation in a subsequent internship. Any internship is at-will and may end at the discretion of the intern, the educational institution, a State authority or the Borough, at any time without cause.

In the event the Borough establishes an unpaid internship the program will comply with each of the following requirements:

1. An unpaid intern must be a part of a school-to-work program and meet each of the following requirements:
   1. The intern must be at least 16 years old enrolled in a full-time program at a non-profit or public educational institution (“educational institution”);
   2. The educational institution maintains a regular faculty with a regular body of students in attendance at its location;
   3. The intern receives credit from the educational institution for participation in the internship program;
   4. The activity must be related to a formal school-to-work transition plan for the intern;
   5. There is collaboration and planning between the Borough and the staff of the educational institution resulting in clearly identified learning objectives related to the non-paid activities;
   6. The educational institution certifies to the Borough that the internship is an integral part of the educational program the intern is participating in;
   7. The internship program combines academic instruction with work experience;
   8. Any productive work is incidental to achieving learning objectives;
   9. The intern receives credit for time spent at the worksite and the intern is expected to achieve the learning objectives;
   10. The intern is supervised by a school official and a workplace mentor;
   11. The non-paid activity is of a limited duration, related to an educational purpose and there is no guarantee or expectation that the activity will result in employment; and
   12. The intern does not displace an employee.
2. The internship program complies with all other federal and state legal requirements.

**HOURS OF WORK**

The Borough of Palmyra Municipal Building is open for business from 8:30 a.m. to 4:30 p.m., Monday through Friday. Administrative full-time employees generally work 35 hours per week, and receive one hour for lunch. The Borough shall have the right, for the efficient operation of its facilities, to make changes in starting and stopping time of the daily work schedule, and to vary the daily or weekly work schedule.

The Department of Public Works generally begins work at 7:00 a.m. and ends at 3:30 p.m., ½ hour lunch, 40 hours per week. The Borough retains the right to change and/or determine, in its discretion, when hours are worked.

Police Department employees follow a work schedule agreed to through negotiations between the Borough and the PPA.

**TIMEKEEPING**

Accurately recording time worked is the responsibility of every employee. Federal and State law requires the Borough to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period by clocking in and out using the Borough’s Hand Punch Recognition System (or similar) time clocks. They should also record the beginning and ending time of any overtime, split shift or departure from work for personal reasons or paid time off. Additionally, non-exempt and exempt employees are required to report their PTO, sick time, vacation time, personal holidays, and holiday time on the designated time record.

Non-exempt employees must not work before, beyond, or outside of their normal hours unless authorized in advance in writing by the Department Head or Administrator.

Altering, falsifying, tampering with time, records, or recording time on another employee’s time record may result in disciplinary action, up to and including termination of employment.

It is the employee’s responsibility to sign his or her time record to certify the accuracy of all time recorded. The supervisor will review and then initial (or otherwise authorize) the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the Department Head must verify the accuracy of the changes by initialing the time record.

The above is a general statement which applies in all departments. Police Department employees must follow Police Department procedure. Special rules for individual departments may be promulgated which add, but shall not detract from the above.

All non-uniformed Borough employees must use the Borough’s electronic hand punch system when they report to work and when they finish their work, and they must clock-in and out when taking authorized rest and meal periods. Anyone who fails to clock-in and out will be subject to disciplinary action, up to and including termination of employment. Clocking-in after the scheduled time to begin work, whether the employee was on time or not, will be recorded as a Lateness.

**OVERTIME**

Under the Federal Fair Labor Standards Act, certain employees in managerial, supervisory, administrative, computer or professional positions are exempt from the provisions of the Act. Employees whose compensation exceeds $134,004 per year may be exempt depending upon their job duties. The Administrator will notify all exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities. All other employees are classified as non-exempt, are subject to the provisions of the Act and are eligible for overtime as described below.

Overtime work must be kept to a minimum. Employees must not work before, beyond, or outside of their normal hours unless authorized in advance in writing by the Department Head or Administrator. All overtime must be authorized in advance in writing by the Department Head. Department Heads must rotate overtime assignments on an equitable basis among those qualified to perform the necessary work. Should budget constraints make extremely tight control essential, the Administrator will notify Department Heads, who will act accordingly. Overtime may be authorized by the Administrator or designee in the absence of the Department Head. Employees who work unauthorized overtime will be subject to disciplinary action.

OVERTIME RATE

Nonexempt employees are eligible for overtime compensation equal to one and one-half times the employees’ regular rate of pay or in accordance with contract provisions for employees that belong to recognized bargaining units. Unless otherwise provided by collective bargaining agreement, the hourly rate shall be computed by dividing the annual rate of pay of the employee by 1820 for employees working a 35 hour per week schedule, and by 2080 for employees working 40 hours per week schedules.

Unless otherwise provided by collective bargaining agreement, overtime compensation for work authorized by the Department Head shall be paid for all time worked in excess of forty hours in one work week. Unless otherwise provided by collective bargaining agreement, employees who regularly work a thirty-five hour week shall receive straight time for all hours worked over thirty-five but under forty in a work week. Only working hours and paid holidays that fall within the employee’s regular work schedule (*not* any other paid time off, sick or vacation) will count toward the forty hour workweek requirement necessary to trigger application of the overtime rate.

SUBMITTING FOR OVERTIME

Overtime must be reported via the Borough’s Hand Punch Recognition System (or similar) time clocks and on the regular time sheets as necessary. Supporting reasons for all overtime must be noted on TimeTrack Comments line or on the back of the time sheets. Employees working overtime without the prior written approval of their Department Head will be subject to disciplinary action.

CALCULATING OVERTIME

In computing overtime compensation, the nearest one tenth hour shall be the smallest fraction of an hour to be counted.

OVERTIME SCHEDULING

In recognition of Borough’s responsibility to its taxpayers, overtime may be required. Employees must recognize their obligation to work beyond the required work week. All employees should expect to perform a reasonable amount of overtime. The Borough recognizes that it may be inconvenient on occasion for an employee to work overtime and it will give due consideration to each request for relief from assigned overtime. Opportunity to work overtime will be rotated with the goal of equalizing overtime among employees who are qualified to perform overtime assignments. It is recognized that the equalization of overtime opportunities can only be achieved over the long run.

COMPENSATORY TIME

Compensatory time, referred to as comp time, is paid time off given to a non-exempt employee instead of straight time pay (for all hours worked in excess of the employee’s regular work week up to forty (40) hours in a work week) or overtime pay (for all hours worked over forty (40) hours in a work week).

Rather than paying employees straight time or time and a half in overtime pay, comp time allows paid time off from work. Comp time is earned at straight time for all hours worked in excess of the employee’s regular work week up to forty (40) hours in a work week and at time and one-half for all hours worked over forty (40) hours in a work week. Employees receive compensation as pay or as compensatory time off at the discretion of the Department Head and/or Borough Administrator.

Employees must document comp time earned on the appropriate form. Comp time earned must also be submitted on the appropriate form during the pay period in which it was earned.

Employees must request the use of compensatory time in writing using the Time Off Request Form at least seventy-two (72) hours in advance. Employees must receive written pre-approval from the Department Head prior to using compensatory time. Employees who use compensatory time must document its use via TimeTrak (or other time tracking system). The Borough reserves its right to deny the request if the use of compensatory time will unduly disrupt the operations of the Borough.

Employees may accrue up to 70 hours (46 hours, 40 minutes at time and one-half) of compensatory time. Compensatory time accrued from January through June must be used by the end of the calendar year. Compensatory time accrued from July through December must be used within the first six months of the following calendar year. If an employee fails to schedule use of the compensatory time within the required time period, the Department Head or Administrator may, at his or her sole discretion, schedule the employee for use of the compensatory time or compensate the employee in pay for the accrued time.

The Borough reserves its right to require employees to use accrued compensatory time at any time. The Borough also reserves its right to pay employees at the regular rate earned by the employee at the time the employee receives payment for their accrued but unused compensatory time at any time.

Comp time cannot be accrued during periods of non-pay or partial-pay status. When an employee has failed to work their full shift or regularly assigned weekly hours, and comp time has previously been earned, comp time or other accrued but unused paid time off, if applicable, must be used for all non-paid hours.

Exempt employees are not eligible for compensatory time.

EXEMPT EMPLOYEES

Department Heads and exempt supervisors, including the Superintendent of Public Works and Sewer, and all other exempt employees shall not receive compensation for overtime and, typically, do not receive compensatory time. Under exceptional circumstances with advanced written approval of the Borough Administrator, exempt employees may receive compensatory time for the performance of extraordinary services which must be used within the same pay period or it will be forfeited absent a one-time extension provided by the Borough Administrator.

DEDUCTIONS

Salary deductions for leave without pay taken by non-exempt employees shall be computed on the basis of the employee’s hourly rate.

UNIONIZED EMPLOYEES

All unionized employees shall receive overtime in accordance with their applicable collective bargaining agreement.

**PAY PERIODS, PAYROLL AND PAYROLL ERRORS**

PAY PERIODS

The Borough will generally pay its employees biweekly on every other Friday. Each paycheck will include earnings for all work performed through the end of the previous payroll period subject to deductions permitted by law.

If a payday falls on a holiday, the Borough will issue paychecks on the working day prior to the holiday. If a payday falls during an employee’s vacation, the employee’s paycheck will be available upon his or her return from vacation.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to the Borough. Employees will receive an itemized statement of wages when the Borough makes direct deposits.

PAYROLL & PAYROLL ERRORS

In accordance with the Fair Labor Standards Act, the Borough will pay exempt employees their full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to deductions that are permitted by law. Full day deductions from pay that are permitted by law include, for example, deductions for personal time off, sick days before or after eligibility for paid sick leave, or deductions for infractions of written workplace conduct rules. The Borough may make full or partial day deductions from exempt employee’s salaries for infractions of safety rules of major significance or for use of intermittent leave under the Family and Medical Leave Act.

The Borough will promptly investigate and correct any improper payroll deductions or other payroll practices that do not comply with Federal or State wage and hour laws. Except as otherwise permitted by law, an employee who is a member of a class protected by law (“protected class”) will not be paid at a lower rate of compensation or provided lesser benefits than an employee outside of that protected class provided both employees perform substantially similar work. Employees must promptly report any claims of pay inequity, improper deductions, docking, withholding, improper payroll practice or other payroll error (collectively “payroll error”) to the Borough Administrator for investigation and resolution. Alternatively, employees may use the Complaint Procedure contained within this Manual. No retaliation shall be permitted for making a report or complaint of a payroll error or claim of pay inequity. In the event of an error in pay, it will be corrected by the next payroll period following that determination unless applicable law requires otherwise, in which case special arrangements may be made.

**CHANGING VITAL INFORMATION**

It is the responsibility of each employee to notify the Administrator promptly, in writing, of any changes of vital information including but not limited to:

Name

Address

Telephone Number

Marital Status

Dependent Children

Change in status for health care programs

Change in status for dental coverage

Change of beneficiary on pension or life insurance policies

Change in tax status for tax withholding purposes

Persons to notify in case of emergency

Educational accomplishments

Changes may be accomplished by sending written notice to the Administrator within five business days of the change. When necessary, the employee will be provided with the proper forms to change beneficiary, income tax deductions, etc.

**CHANGE IN VITAL INFORMATION REPORT**

To: Administrator

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

Indicate the Change You Are Reporting By Checking the Appropriate Line

\_\_\_\_ Name

\_\_\_\_ Address

\_\_\_\_ Phone Number

\_\_\_\_ Cellular Phone Number

\_\_\_\_ Birth or Adoption of Child

\_\_\_\_ Death of Covered Family Member

\_\_\_\_ Marriage

\_\_\_\_ Divorce

\_\_\_\_ Child's Status as Dependent (for tax or insurance coverage benefits)

\_\_\_\_ Change in status for health care programs

\_\_\_\_ Change of beneficiary on pension or life insurance policies

\_\_\_\_ Change in tax status for tax withholding purposes

\_\_\_\_ Change of information for Emergency Notification Card

\_\_\_\_ Educational accomplishments

\_\_\_\_ Other (explain below)

Please provide details relating to the change you have checked above, including the date of the change.

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I authorize these changes to be effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee’s Signature Date

**ATTENDANCE AND TARDINESS**

Regular attendance at work, reporting on time, and completing the required hours of work are necessary for each employee so that the Borough may meet its commitments to its residents. Employee absences place an additional burden on the remaining work force and seriously affect the Borough’s ability to service its residents. Management recognizes that circumstances beyond the employee's control may cause him or her to be absent from work for all or part of a day. The Borough however, will not tolerate unexcused absence or tardiness.

Unsatisfactory attendance includes abuse of sick leave, absences that precede/follow regularly scheduled days off or holidays, and continued tardiness in reporting for work or returning from lunch. All unauthorized and unreported absences shall be considered absence without leave, and deduction of pay shall be made for such period of absences. Absence without leave shall be grounds for immediate dismissal from the Borough.

All employees are expected to come to work regularly and on time and to promptly notify their Department Head when they are unable to do so. Unless prevented by specific circumstances, employees must notify the appropriate office of an unanticipated absence or tardiness as soon as possible but not later than sixty (60) minutes prior to the commencement of the scheduled work day. While a voice mail message is acceptable, employees must leave a telephone number where they can be reached. If the employee expects to be absent for more than one day, the employee must notify the department supervisor as to the anticipated length of the absence. If the absence will extend longer than the initial anticipated length, the employee must keep the supervisor apprised of when he or she will be able to return to work.

Except in unusual circumstances, failure to report absence in the prescribed manner will result in the loss of the day's pay for each day the absence was not reported properly. These days will not be charged against the employee's accrued sick time, personal holiday time or PTO time, as applicable.

After ten (10) days of absence due to illness in one calendar year, the employee will be required to present a doctor's statement to their supervisor for each day of illness. If a doctor's statement is not presented, the employee will receive a written reprimand to make certain the employee is fully aware of the misconduct. Employees will be required to present a doctor's statement for each additional illness after receiving a written reprimand, or absence due to illness will result in the loss of one day's pay and additional disciplinary action for each day of absence.

Employees who recognize that they will be late in returning from lunch must telephone the appropriate office to report the reason for lateness and the expected arrival time.

Any employee who is absent from duty for three (3) or more consecutive working days without notifying his or her Department Head or the Administrator shall be considered to have abandoned his or her position.

The following procedures and discipline guidelines for lateness will be followed for all Borough employees:

1. Lateness is defined as not being at the assigned reporting area at the time as set forth under Working Hours in the Personnel Policies and Procedures Manual.
2. Upon arrival for work, the late employee will complete and sign the Lateness Form which will be placed in the employee's personnel file.
3. Discipline guidelines for lateness during any consecutive 12 month period are:

7th Lateness -- verbal alert  
8th Lateness -- written reprimand

9th Lateness -- final written warning

10th Lateness -- one day suspension without pay

11th Lateness -- three day suspension without pay

12th Lateness -- five day suspension without pay

13th Lateness – discharge

Attendance and punctuality will be considered, among other factors, in the employee's performance review. Employees who exhibit attendance and/or tardiness problems will be subject to progressive disciplinary procedures.

To minimize the negative impact on both employees and Borough residents, Department Heads will review employee time records to identify chronic absenteeism and/or tardiness problems.

**LATENESS FORM**

Name of Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Regular Hours: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, I reported late for work at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

[Date] [Time]

Lateness is defined as not being at the assigned reporting area at the time as set forth under Working Hours in the Personnel Policies and Procedures Manual.

I am aware that the Borough has adopted the following discipline guidelines for lateness during any consecutive 12 month period. They are:

7th Lateness -- verbal alert  
8th Lateness -- written reprimand

9th Lateness -- final written warning

10th Lateness -- one day suspension without pay

11th Lateness -- three day suspension without pay

12th Lateness -- five day suspension without pay

13th Lateness – discharge

I understand that this form will be retained in my personnel file.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Employee Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Department Head Date

**REST AND MEAL PERIODS**

Department of Public Works and Sewer Department employees receive a one-half hour lunch break. Police Department employees receive a meal period as agreed to through negotiations between the Borough and the PPA. All other employees receive a one hour lunch break, at times agreed to with the employee’s Department Head. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. Employees may not take their lunch break at their desk.

The Borough does not permit employees to work through lunch so that they may leave work prior to the end of the work day.

Each workday, full-time nonexempt employees, except Police Department employees, are provided with two 10 minute rest periods. Supervisors will advise employees of the regular rest period schedule. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their work stations beyond the allotted rest period time.

Part-time employees, when working a full day, are entitled to one 60 minute meal period and two 10 minute rest periods. When working less than a full day, part-time employees are entitled to one 10 minute break.

Any diversion from this Policy must be approved in advance by the Administrator.

**EMERGENCY CLOSURES**

The Administrator or designee may close the Municipal Building and declare general time-off under unusual or extreme circumstances affecting the health, safety, and welfare of employees. Generally, the Borough will be open for business during inclement weather. For regular employees, general time-off will be paid provided it occurs while the employee is scheduled to work. Each Department must have a calling system in place.

Therefore, when the Municipal Building is declared closed by the Administrator or designee, employees whose services are non-essential will not be penalized for their inability to travel to work, nor shall they be required to use a personal day or vacation day. Additionally, if the municipality in which the employee resides declares an emergency making it illegal for an employee to drive on the roads, then the employee shall also not be penalized for his or her inability to travel to work, nor shall they be required to use a personal day or vacation day. However, if neither of the above conditions apply and an employee chooses not to report to work, a full vacation day will be charged. Sick time will only be charged for a reason qualifying for sick leave. If work is called off prior to the commencement of the regular work day, no time will be charged for the day. If the Administrator or designee closes the Municipal Building during the work day, only employees who are at work will receive general time-off. Unless otherwise directed by the appropriate Department Head, this provision does not apply to the Department of Public Works, Sewer Department, Police Department, Emergency Services or other personnel who may be required to assist in an emergency.

**MEDICAL BENEFITS**

PLEASE NOTE: FULL DETAILS OF EMPLOYEE'S HEALTH, MEDICAL AND HOSPITALIZATION PLANS CAN BE FOUND IN THE OFFICIAL INSURANCE PLAN DOCUMENTS. IF THERE IS ANY CONFLICT OR INCONSISTENCY BETWEEN THE INFORMATION IN THE POLICY AND PROCEDURES MANUAL AND THE OFFICIAL DOCUMENTS, THE OFFICIAL DOCUMENTS WILL GOVERN. THE BOROUGH RESERVES THE RIGHT TO MODIFY, REVOKE, SUSPEND, TERMINATE OR CHANGE ANY OR ALL SUCH PLANS, IN WHOLE OR IN PART, AT ANY TIME WITH OR WITHOUT NOTICE. THE BOROUGH ALSO RESERVES THE RIGHT TO CHANGE INSURANCE CARRIERS WITH OR WITHOUT NOTICE IN ACCORDANCE WITH APPLICABLE LAW.

Full-time employees and their eligible dependents, including a civil union partner, become eligible to participate in the Borough’s major medical and hospitalization insurance plans after sixty (60) days from the date of hire. Employees are required to contribute toward the cost of coverage in accordance with contribution rates established by the Borough. The Borough provides health insurance through an authorized insurance carrier. The Borough reserves the right to change provider networks, claims agents, and insurance mechanisms (fully insured versus health insurance fund, e.g.). The complete benefit plan is on file in the Administrator’s office and a Summary Plan Description is provided to all employees. Benefit levels for non-unionized employees are subject to change at the discretion of the Borough.

The Borough does not offer any payment(s) to any employee who “opts out” of medical benefits provided by the Borough.

Health insurance coverage for employees terminates upon separation of employment. Health insurance coverage for employees on an unpaid leave of absence terminates at the end of the month in which the leave began except coverage will continue for up to twelve weeks for employees on leave pursuant to the Family and Medical Leave Act and thirty (30) calendar days for employees on military leave. Upon termination of coverage, employees may extend health insurance coverage for themselves or their dependents for up to eighteen months or, in some instances, thirty-six months, depending upon the reason for loss of coverage. All newly hired employees and their spouses will receive a notice of COBRA rights upon being hired. For more information, consult the Administrator.

All employees must promptly notify the Administrator of any change in status that would affect any employer-provided health insurance.

DENTAL, PRESCRIPTION DRUG AND VISION COVERAGE

Full-time employees and their eligible dependents become eligible to participate in the Borough’s dental plan, prescription drug plan and vision care plan after sixty (60) days from the date of hire. All full-time employees and their eligible dependents shall be eligible for enrollment in to the Borough's dental plan, prescription drug plan and vision plan in accordance with the specific requirements of the insurance plans carried by the Borough. Benefit levels for non-unionized employees are subject to change at the discretion of the Borough.

Employees are required to contribute toward the cost of coverage in accordance with contribution rates established by the Borough. Dental, prescription drug and vision coverage terminates upon the employee's separation from service. Upon separation, the employee may, if eligible, purchase continuation health benefit coverage to the extent, and for the period, provided by federal law.

Part-time and seasonal employees are not entitled to medical insurance benefits.

SECTION 125 PRE-TAX PLANS

The Borough provides its employees with a cafeteria plan and a flexible spending plan. These plans allow employee payments toward employee benefits to be taken “pre-tax,” i.e., without being subject to federal income taxes.

The cafeteria plan permits employees to make contributions toward health benefits as payroll contributions before federal income and FICA (Social Security and Medicare) taxes are deducted. Employee participation is voluntary.

The flexible spending plan allows an employee to set aside a portion of his or her earnings to pay for qualified medical expenses as established in the plan. The money deducted from an employee’s pay is not subject to payroll taxes. Flexible spending plan funds can be used for reimbursement of certain qualified expenses including medical or pharmaceutical co-payments or medical goods or services not covered by the health benefit plan. The Borough, however, is not permitted to refund any money in an employee’s flexible spending account not used by the end of the plan year. Employee participation is voluntary.

HEALTH BENEFITS FOR EMPLOYEES ON DISABILITY

Any full-time employee who has worked for the Borough for at least one (1) full year and who goes on disability after exhausting sick leave, vacation and personal holidays will be covered by the Borough of Palmyra’s Health Plan during the period of disability only for the period mandated by the New Jersey State Health Benefits Plan or any replacement health insurance plan adopted by the Borough or as required by any other applicable state or federal law. The disability can be work or non-work related.

CONTINUATION COVERAGE

An employee and his/her family, if covered by the Borough’s group health care package, shall have the right to temporarily continue their coverage due under the plan, paying the group rate themselves, should they lose coverage due to the death of the enrolled employee or termination for reasons other than gross misconduct on the employee’s part. For additional information, see COBRA Policy in this Manual.

RETIREE HEALTH BENEFITS

Borough employees will receive paid health insurance benefits upon retirement from the Borough provided they satisfy each of the following requirements: (1) retirement from the Borough with at least twenty-five years of service in the New Jersey Public Employees Retirement System (PERS); and (2) retirement from the Borough with at least twenty years of service with the Borough. Retirees who meet these requirements will be eligible to receive paid health insurance coverage for their spouses. If a retiree receives paid health insurance for their spouse upon retirement, the benefit shall end when the spouse reaches the age of Medicare eligibility. Retiree health insurance benefits are subject to premium contribution requirements established by the Borough.

Retiree health benefits for employees that are represented by unions shall be in accordance with the insurance provisions incorporated in their collective bargaining agreements.

UNIONIZED EMPLOYEES

Health insurance, prescription benefits, and dental benefits for employees that are represented by a union shall be in accordance with insurance provisions incorporated in their collective bargaining agreement.

**HIPAA COMPLIANCE**

The Borough is committed to upholding both the letter and the spirit of the Health Insurance Portability and Accountability Act regarding the use, maintenance, transfer, and disposition of personal health care information. To the extent that the Borough maintains such information about its employees and others, its elected officials and employees are committed to protecting the privacy and confidentiality of that information.

**CONTINUATION OF GROUP HEALTH INSURANCE COVERAGE**

**FOR EMPLOYEES AND DEPENDENTS**

On April 7, 1986, a federal law was enacted (Public Law # 99-272, Title X) requiring that most employers sponsoring Group Health Plans offer employees and their families the opportunity for a temporary extension of health coverage (called continuation coverage) at group rates in certain instances where coverage under the employer's Plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of the law. (Both you and your spouse should take the time to read the section of this Manual carefully).

If you are an employee covered by the Borough's Group Health Plan, you have a right to choose this continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or termination of your employment (for reasons other than gross misconduct on your part), or if you are a retiree, or because your employer has filed for reorganization under the Bankruptcy Code.

If you are the spouse of an employee covered by the Borough's Plan, you have the right to choose continuation coverage for yourself if you lose group health coverage under the Plan for any of the following reasons:

1. The death of your spouse.

2. A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment.

3. Divorce or legal separation from your spouse.

4. Your spouse becomes entitled to Medicare.

In the case of a dependent child of an employee covered by this Plan, he/she has the right to continuation coverage if group health coverage under the Borough’s Plan is lost for any of the following reasons:

1. The death of a parent.

2. Termination of a parent's employment (for other than gross misconduct) or reduction in hours of employment.

3. Parent's divorce or legal separation.

4. A parent becomes entitled to Medicare.

5. The dependent ceases to be a dependent child under the Plan.

Under the law, the employee or family member has the responsibility to inform the Plan Administrator, in this case, the Administrator, of a divorce, legal separation, or the Social Security determination that a qualified beneficiary was disabled at the time of the employee's termination or reduction in hours, or a child losing dependent status under the Plan, within sixty (60) days of the qualifying event or Social Security determination of disability. The Administrator has the responsibility to notify the Plan Supervisor of the employee's death, termination of employment or reduction in hours, or Medicare entitlement.

When the Administrator is notified that one of these events has happened, the Administrator will in turn notify you that you have the right to choose continuation coverage. Under the law, you have at least sixty (60) days from the date you would lose coverage because of one of the events described above to inform the Administrator that you want continuation coverage. If you elect continued coverage, you must submit an application form to the Administrator.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, the Borough is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the Plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for three years unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is eighteen (18) months, unless the Social Security Administration determines that you were disabled at the time of termination or reduction of hours and you inform the Administrator before the end of the eighteen (18) month period, in which case your coverage may be extended up to twenty nine (29) months. If during the eighteen (18) months another event takes place that also entitles you to coverage, coverage may be extended. The total amount of continued coverage is limited to thirty six (36) months.

The law, however, also provides that your continuation coverage may be cut short for any of the following reasons.

1. The Borough no longer provides group health coverage to any of its employees.

2. The premium for your continuation coverage is not paid in a timely fashion.

3. You become covered under another group health plan that does not include a pre-existing condition(s) clause that applies to you or to a covered dependent. (If other group health coverage is obtained prior to the COBRA election, however, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election.)

4. You become entitled to Medicare. (If, however, Medicare is obtained prior to COBRA election, COBRA coverage may not be discontinued, even if the other coverage continues after the COBRA election.)

On items (2), (3) and (4), it is your responsibility to inform the Administrator of these changes in status.

You do not have to show that you are insurable to choose continuation coverage. Under the law, however, you will have to pay the premium for your continuation coverage plus 2%; you will have a grace period of at least thirty (30) days in which to pay the regular premiums. The law also says that, at the end of the eighteen (18) month, twenty nine (29), or three (3) year continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under this Plan, if applicable.

If you have any questions about the law, please contact the Administrator.

Also, if you have changed marital status, or you or your spouse have changed addresses, please notify the Administrator.

**COBRA NOTICE OF AVAILABILITY**

Date

Employee's (and spouse's) Name

Street Address

City, State, Zip Code

The health care coverage provided by the Borough of Palmyra to you and to any of your dependents ends on [month, day, year]. [For spouse or dependent events only: *the date when you were legally separated or divorced, or were no longer a qualified dependent as required under the Borough of Palmyra Health Benefit Program, or lose coverage under the Borough of Palmyra Health Benefit Program because your spouse or parent died or became covered under Medicare.*] However, as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA), you may elect to continue the health plan coverage in which you and your dependents currently are enrolled, [name and number of plan option], and pay the applicable monthly premiums.

If you elect to extend your coverage, the benefits may continue for 18 [36] months but may end sooner when one of the following events occurs:

* You, or a covered dependent, become covered under any group health plan and that plan's preexisting medical conditions exclusions or limitations do not apply or are satisfied by you, or a covered dependent.
* You, or your covered dependent, become covered by Medicare.
* You fail to pay on time the monthly charge for this coverage.
* The Borough of Palmyra no longer sponsors any employee health plan.

[For 18-month events only: *You, and/or covered dependents, may be able to extend COBRA coverage from 18 months to 29 months, if before the end of the 18-month COBRA coverage period, the Social Security Administration determines that you, or a covered dependent, have been disabled at any time during the first 60 days of continuation coverage. The coverage extension is available together or individually to the disabled individual and to the individual's nondisabled family members who are entitled to COBRA continuation coverage. Premiums during the additional 11 months of coverage will be at a substantially higher rate than for the initial 18-month period for coverage that includes the disabled individual. To qualify for the extension, you must submit a copy of the Social Security disability determination within 60 days of the date of the notice and before the end of the 18-month COBRA coverage period to [Name and address of responsible individual*].

The monthly charge for continuation coverage is as follows:

Medical Medical Dental Vision

Dental Vision Coverage Only Only Only

Coverage

Individual [$$$] [$$$] [$$$] [$$$]

Individual/spouse [$$$] [$$$] [$$$] [$$$]

Individual/children [$$$] [$$$] [$$$] [$$$]

Family [$$$] [$$$] [$$$] [$$$]

[This may be modified to accommodate other medical options.]

Your first payment will be for the period beginning on [month, day, year active employee coverage terminates] through the end of the month in which you submit payment.

Your first payment must be received no later than 45 days from the date when you return the attached election form for processing. Subsequently, you must submit your monthly premium in full by the first day of each month, but no later than 30 days after the due date. You will mail your payments to the person and address listed on your copy of the attached election form. You will not receive any subsequent billing notices. [Alternately: You will be billed monthly. Each bill will indicate the amount due, the due date, and where to send your payment. Or, you will receive a coupon book with monthly billing statements.]

If your first payment, or any subsequent payment, is not received timely, you will lose your option to continue coverage. Payments must be for the full amount of the required premium. Coverage is provided only when the full premium for the applicable period is received.

If you wish to continue coverage, please complete both copies of the attached election form. Keep one copy for your records and return the other copy as indicated on the form. If you do not wish to continue coverage for yourself, your covered spouse and/ or children may elect to continue their coverage on their own. To continue your health care coverage, and/or your spouse or children's coverage, send the following as indicated on the election form:

1. Your completed coverage continuation election form by [month, day, year], 60 days after the date of this notice;
2. Your first payment no later than 45 days following the date you return the election form.

If you have any questions, please call [name of responsible person] at [phone number].

Sincerely,

**COBRA COVERAGE ELECTION FORM**

IMPORTANT:

If you wish to continue your health care coverage we must receive:

1. A completed copy of this election form by [insert deadline date], within 60 days of the date of our initial notice to you;

2. Your first payment no later than 45 days following the date you return this election form. Your first payment will be for the period beginning on [month, day, year active employee coverage terminates] through the end of the month in which you submit your payment. Subsequent monthly premiums are due on the first day of each month, but no later than 30 days after that.

Coverage is provided only when the full premium for the applicable period is received.

I wish to continue coverage under the Borough of Palmyra Health Benefit Plan as follows (Select one option. Each individual for whom coverage is to be continued must have been insured under the Borough of Palmyra health plan on [month, day, year immediately before the qualifying event]): [The following options may be modified as necessary for varying options, i.e., medical only, or medical and dental, or dental only.]

\_\_\_\_ 1. For myself only (Monthly premium amount-[$$$]).

\_\_\_\_ 2. For myself and my dependent(s) (family coverage) (Monthly premium amount-[$$$)).

\_\_\_\_ 3. For the following individual(s) only, as listed below under "Dependents To Be Covered." (Monthly premium amount - [$$$] per individual, or [Family Rate]).

DEPENDENTS TO BE COVERED: Please print below the full name, date of birth, and relationship to employee of each individual for whom coverage is being continued.

NAME/ DATE OF BIRTH RELATIONSHIP

SOCIAL SECURITY NUMBER (MONTH, DAY, YEAR) TO EMPLOYEE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature (yours and your covered spouse's, if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

Return one copy of this completed and signed form to: [Name, Title, Company Name, Address].

All premium payments should be made out to [Company Name] and sent to: [Name, Title, Address].

If you have any questions regarding your health care coverage, please call [Name], at [telephone number].

Note: If you expect to be covered under another employer plan, you should verify the actual date that the new coverage will be effective for you and each member of your family, including any exclusions for preexisting medical conditions. If your move to a new employer plan would result in a period of uninsurance of more than 63 days, you should consider continuing your existing coverage through COBRA until your new coverage is effective.

When your COBRA coverage ends, you will receive certification of the duration of your COBRA coverage.

**SUMMARY OF RIGHTS AND OBLIGATIONS REGARDING**

**CONTINUATION OF COVERAGE UNDER GROUP HEALTH PLANS**

(To Be Attached To Your COBRA Notification Letter

Upon a COBRA Qualifying Event)

Federal law requires that most employers sponsoring group health plans offer employees and their families the opportunity to elect a temporary extension of health coverage (called "continuation coverage" or "COBRA coverage") in certain instances where coverage under the group health plan would otherwise end.

This notice is intended to provide you with a summary of your rights and obligations under the continuation coverage provisions of the law. This notice should not be construed to offer any greater COBRA rights than what the COBRA statutes require. The COBRA statute is not clear on some portions and is interpreted by Federal agencies and the courts. Congress often changes the law. Therefore, this summary is subject to change without notice as interpretations or changes of the law occur.

You do not have to show that you are insurable to elect continuation coverage. However, you will have to pay the entire premium for your continuation coverage. At the end of the maximum coverage period (described herein), you may also be entitled to enroll in an individual conversion health plan if it is otherwise available under the plan.

Qualifying Events for Qualified Beneficiaries

If you are an employee of an Employer covered by a group health plan, you have the right to elect continuation coverage if you lose group health coverage for any of these reasons:

1. Termination of your employment (for reasons other than your gross misconduct);

2. Reduction in the hours of your employment.

If you are the spouse of an employee covered by a group health plan, you have the right to elect continuation coverage if you lose group health coverage for any of these reasons:

1. Death of your spouse;

2. Termination of your spouse's employment (for reasons other than your spouse's gross misconduct);

3. Reduction in the hours of your spouse's employment;

4. Divorce or legal separation from your spouse;

5. Your spouse becomes entitled to Medicare benefits.

A dependent child of an employee covered by a group health plan has the right to elect continuation coverage if the dependent child loses group health coverage for any of these reasons:

1. Death of the employee parent;

2. Termination of the employee parent's employment (for reasons other than the employee parent's gross misconduct)

3. Reduction in the hours of the employee parent's employment;

4. Divorce or legal separation of the dependent child's parents;

5. Employee parent becomes entitled to Medicare benefits;

6. Dependent ceases to be a "dependent child" as defined by the health coverage plan.

Notices and Elections

Under the COBRA law, you (the employee) or a family member has the responsibility to notify the Plan Administrator upon a divorce, legal separation or a child losing dependent status. You or a family member must give this notice no later than 60 days after the group health coverage would otherwise end. *If you or a family member fails to notify the Plan Administrator during the 60-day notice period, any family member who loses coverage will NOT be offered the option to elect continuation coverage.* Further, if you or a family member does not notify the Plan Administrator of the divorce, legal separation or child losing dependent status, you and your family members will be required to reimburse the health plan for any claims paid after coverage has been lost.

If the Plan Administrator is notified on a timely basis of a divorce, legal separation or a child's losing dependent status that has caused a loss of coverage, the Plan Administrator will notify the affected family member(s) of the right to elect continuation coverage. Such "qualified beneficiaries" will also be notified of the right to elect continuation coverage automatically (without any action required by the employee or family member) upon the following events that result in a loss of coverage: termination of the employee (for reasons other than the employee's gross misconduct), reduction in hours worked by the employee, death of the employee or the employee becoming eligible for Medicare.

Qualified beneficiaries must elect continuation coverage within 60 days after group health coverage ends or, if later, 60 days after the Plan Administrator sends the qualified beneficiaries the notice of the right to elect continuation coverage. *All qualified beneficiaries will lose their right to elect continuation coverage if they do not elect continuation coverage within this 60-day election period.*

Qualified beneficiaries may elect continuation coverage for any or all qualified beneficiaries. All qualified beneficiaries have independent rights to elect continuation coverage. Thus, a spouse or dependent child may elect continuation coverage even if the covered employee does not. The employee or any covered family members can elect continuation coverage even if the employee or family members are covered under another employer-sponsored group health plan or are entitled to Medicare at the time the employee or family members elect continuation coverage.

Type of Coverage and Premium Payments

If COBRA coverage is elected, the Employer must provide coverage that is identical to the coverage provided under the group health plan to similarly situated employees or family members. If the coverage for similarly situated employees or family members is modified, COBRA coverage will be modified in the same manner.

Qualified beneficiaries who elect COBRA coverage must pay the premium payments for the "initial premium months" by the 45th day after electing continuation coverage. The initial premium months begin when coverage would have otherwise terminated and end on or before the 45th day after the date of the COBRA election. All other premiums will be due on the first of the month for which the premium is paid, subject to a 30-day grace period.

Maximum Coverage Periods

36 Months. If the qualified beneficiary loses group health coverage due to death of the employee, divorce, legal separation, the employee becoming entitled to Medicare or the dependent child's loss of dependent status, the maximum coverage period for the qualified beneficiary is three years from the date of the qualifying event.

18 Months. If the qualified beneficiary loses group health coverage due to the termination of the employee (for reasons other than the employee's gross misconduct) or reduction in hours, the maximum continuation period for the qualified beneficiary is 18 months from the date of the qualifying event.

Exceptions to the 18-month Period:

29 Months. If the qualified beneficiary who loses coverage due to the termination of the employee (for reasons other than the employee's gross misconduct) or reduction of hours is disabled at any time during the first 60 days of continuation coverage (from the date of the qualifying event), the continuation coverage period for all qualified beneficiaries under the qualifying event is 29 months from the date of the qualifying event. The Social Security Administration must formally determine under Title II (Old Age, Survivors and Disability Insurance) or Title XVI (Supplemental Security Income) of the Social Security Act that the disability exists and when it began. For the 29-month continuation coverage period to apply, the disabled individual must provide notice of the determination of disability under the Social Security Act to the Employer within the 18-month coverage period and within 60 days after the date of the determination.

36 Months. If a second qualifying event (such as death or divorce of the employee) occurs within the 18-month or 29-month coverage period, the maximum coverage period becomes three years from the date of the initial qualifying event. If the qualifying event occurs within 18 months after the employee becomes entitled to Medicare, the maximum coverage period for the qualified beneficiary (spouse or dependent child) ends three years from the date of the initial qualifying event.

Children New to the Covered Employee (Newborn. Adopted or Placed for Adoption) after the Qualifying Event

If, during the period of continuation coverage, a child is born to the covered employee, adopted by the covered employee or placed for adoption with the employee, the child is considered a qualified beneficiary. The covered employee or other guardian has the right to elect continuation coverage for the child, provided the child satisfies the otherwise applicable plan eligibility rules (such as age). The covered employee or a family member must notify the Plan Administrator within 30 days of the birth, adoption or placement for adoption of a child in order to enroll the child on COBRA. *If the Plan Administrator is not notified within that time, the covered employee will not be offered the option to elect COBRA coverage for the child.*

Termination of COBRA Coverage

Continuation coverage of the qualified beneficiary will automatically terminate (even before the end of the maximum coverage period) when anyone of the following events occurs:

1. The Employer no longer provides group health coverage to any of its employees;

2. The premium for COBRA coverage is not paid on a timely basis;

3. After electing COBRA, the qualified beneficiary becomes covered under another group health plan that has no exclusions or limitations with respect to any pre-existing condition affecting the covered person. If the other plan has applicable exclusions or limitations, the COBRA coverage will terminate after the exclusion or limitation no longer applies. This rule applies only to the qualified beneficiary who becomes covered by another group health plan. (Note that under Federal law (the Health Insurance Portability and Accountability Act of 1996), an exclusion or limitation of the other group health plan might not apply at all to the qualified beneficiary, depending on the length of his/her creditable health plan coverage prior to enrolling in the other group health plan.);

4. After electing COBRA, the qualified beneficiary becomes entitled to Medicare benefits. This applies only to the qualified beneficiary who becomes entitled to Medicare.

5. If the qualified beneficiary became entitled to a 29-month maximum coverage period due to disability of a qualified beneficiary, but then there is a final determination under Tile II or Title XVI of the Social Security Act that the qualified beneficiary is no longer disabled. In this case, coverage will not end until the month that begins more than 30 days after the determination.

6. Occurrence of any event that permits termination of coverage for cause with respect to similarly situated beneficiaries under the plan with respect to whom a qualifying event has not occurred.

Other Information

If you or your family members have any questions about this notice, COBRA or if you need additional information regarding benefits, eligibility, exclusions and limitations under the group health plan, please contact the Plan Administrator. You are required to notify the Plan Administrator immediately if any of the following occurs:

1. Your marital status changes;

2. A dependent ceases to be a dependent eligible for coverage under a group health plan;

3. Your address or the address of a covered family member changes.

Plan Administrator

The Employer is the Plan Administrator. All notices and other communications regarding COBRA and group health coverage should be sent to the person acting on behalf of the Plan Administrator.

**LIFE INSURANCE**

Most employees who are members of the Public Employees' Retirement System of New Jersey are automatically enrolled in its Group Life Insurance. The Borough may offer employees the option to obtain supplemental life insurance benefits.

Part-time and seasonal employees are not entitled to life insurance benefits.

Unionized employees shall receive life insurance benefits, if any, in accordance with applicable collective bargaining agreements.

**LONGEVITY**

For all employees regardless of their date of hire, there will no longer be longevity increases based upon years of service to the Borough. However, longevity pay already included in the employee’s base pay as of February 15, 2011 will not be affected.

Employees hired on or after February 15, 2011 are not entitled to longevity benefits.

Longevity benefits for unionized employees shall be governed by the applicable collective bargaining agreement.

**HOLIDAYS**

HOLIDAY BENEFITS

Full-time employees receive thirteen paid holidays per year. The following official holidays with pay shall be observed by the Borough:

New Year’s Day (January 1)

Martin Luther King’s Birthday (third Monday in January)

Presidents’ Day (third Monday in February)

Good Friday (Friday before Easter)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Columbus Day (Second Monday in October)

Veterans’ Day (November 11)

Thanksgiving Day (fourth Thursday in November)

Day after Thanksgiving

Christmas Eve (December 24) ½ day (afternoon)

Christmas (December 25)

New Year’s Eve (December 31) ½ day (afternoon)

The Borough will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

If a recognized holiday falls during an eligible employee's paid absence, such as vacation or sick leave, holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Paid time off for holidays will be counted as hours worked for the purposes of determining overtime provided the holiday falls on the employee’s regularly scheduled work day.

To qualify for holiday pay, employees must work their scheduled workday immediately preceding and immediately following the holiday unless on an excused absence. Employees who take sick leave on the workday immediately preceding or immediately following a holiday must provide a doctor’s note verifying the need for sick leave.

Part-time employees scheduled to work every Monday through Friday are entitled to holiday pay based on their ordinary number of scheduled work hours on the day of the week the holiday falls. Part-time employees not scheduled to work every Monday through Friday, and seasonal employees are not entitled to holiday pay.

RELIGIOUS HOLIDAYS

With the prior approval of the Administrator, employees who wish to observe religious holidays not designated as a holiday by the Borough may do so without loss of pay by using available personal or vacation days, but only to the extent that the employee has not already used up his or her available personal or vacation days.

UNIONIZED EMPLOYEES

All unionized employees shall receive holiday benefits as provided in their applicable collective bargaining agreement.

**VACATIONS**

VACATION ENTITLEMENT

Full-time employees who have the length of continuous and non-continuous full-time employment specified in the following schedule determined on an annual basis from the commencement of the employment shall be entitled to the working time shown as vacation with pay at his or her regular rate of pay as follows:

After one full year of employment 1 week

After two (2) full years of employment 2 weeks

After five (5) full years of employment 3 weeks

After ten (10) full years of employment 4 weeks

After fourteen (14) full years of employment 5 weeks

For full-time employees hired after January 1, 2012, the following schedule applies:

After one full year of employment 1 week

After two (2) full years of employment 2 weeks

After seven (7) full years of employment 3 weeks

After twelve (12) full years of employment 4 weeks

Part-time and seasonal employees are not entitled to vacation leave.

All current and any previous full-time employment (non-continuous) with the Borough shall be credited when calculating length of employment for purposes of determining vacation entitlement.

Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay.

All vacation days are to be used by December 31st. There will be no carry-over to the next calendar year without express written permission of the Administrator.

Employees who take sick leave on the workday immediately preceding or immediately following a vacation day must provide a doctor’s note verifying the need for sick leave.

Vacation benefits for the final year shall be prorated to the final day of employment.

Provided that the employee provides the Borough with at least two weeks advance notice of separation of employment, the Borough will compensate employees for accrued but unused vacation time upon voluntary resignation or voluntary retirement. “Voluntary” does not include a resignation or retirement tendered during pending criminal or disciplinary charges which carry the penalty of removal if sustained against the employee.

VACATION SCHEDULING

Scheduling the vacation shall be determined by the supervisor or Administrator. Alternate vacation schedule, in times of emergency, may be done with prior notice and the supervisor and Administrator’s approval.

Employees must submit requests for vacation leave to their Department Head using the Request for Paid Time Off Form. Requests for vacation leave for five vacation days or more must be submitted one (1) month in advance of the requested vacation. Requests for vacation leave for two to four vacation days must be submitted two (2) weeks in advance of the requested vacation. Request for vacation leave for one day must be submitted two (2) days in advance of the requested vacation. Priority shall be given to employees in each Department with the longest service, so long as the Borough can maintain efficiency. An employee who fails to submit his or her request for a specified vacation period, or who requests a change in the established vacation schedule, will forfeit his or her priority and be assigned a vacation period which accommodates the timely requests of other employees.

Efforts will be made to schedule vacation leave in accordance with the employee's wishes and consistent with the maintenance of efficiency. The Borough, however, may require an employee to reschedule his or her vacation in cases of business necessity.

UNIONIZED EMPLOYEES

Unionized employees shall receive vacation benefits in accordance with their respective collective bargaining agreements.

**REQUEST FOR PAID TIME OFF**

Name of Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Type of Leave Requested:

Vacation PTO Sick Personal Holiday Comp Time Bereavement

I request leave on the following dates:

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Signature of Employee Date

**NOTE**: Requests for paid time off must be submitted as soon as possible. Timely notification as required by the applicable policy is a condition to approval of the requested time off.

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Approval of Request for Paid Time Off

Your request for Vacation PTO Sick Personal Holiday Comp Time

Bereavement time off on the following dates has been approved:

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Your request for Vacation PTO Sick Personal Holiday Comp Time

Bereavement time off on the following dates has not been approved:

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Department Head Date

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Administrator Date

**PERSONAL HOLIDAY**

PERSONAL HOLIDAY BENEFITS

Full-time employees hired prior to December 31, 2006 receive three personal holidays per year.

Full-time employees hired on or after January 1, 2007, part-time and seasonal employees are not eligible for personal holiday time.

Personal holidays do not accrue from year to year. Personal holiday benefits for the final year shall be prorated to the final day of employment. The Borough does not compensate employees for accrued but unused personal holidays upon resignation or retirement.

NOTIFICATION

All eligible employees should inform their Department Head as far in advance as possible when they intend to take a personal holiday. Except in cases of emergency, employees must provide notice of their intention to take personal holidays by providing the Request for Paid Time Off form to their Department Head at least seventy-two (72) hours in advance of its use. Additionally, the use of personal leave is subject to the Department Head or Administrator’s approval.

Recognizing that emergencies arise which do not allow for advance notification, an employee may request a personal day by notifying the Department Head of the nature of the emergency.

UNIONIZED EMPLOYEES

Unionized employees shall receive personal holidays in accordance with their respective collective bargaining agreements.

**PTO DAYS**

Full-time permanent employees hired before January 1, 2007 are not entitled to PTO days. Full-time employees hired after January 1, 2007 receive eight (8) Paid Time Off (PTO) days per calendar year.

Full-time permanent employees hired after January 1, 2012 receive a maximum of six (6) PTO days[[1]](#footnote-1) in the first calendar year of service which shall accrue at the rate of one (1) hour of PTO for every thirty (30) working hours. After the first calendar year of service full-time employees hired after January 1, 2012 receive eight (8) PTO days per calendar year at the beginning of each year.

Part-time, seasonal and temporary employees can earn up to a maximum of forty (40) hours of PTO time per calendar year in the first calendar year of service accrued at the rate of one (1) hour of PTO for every thirty (30) working hours. After the first calendar year of service, part time, seasonal and temporary employees will receive an amount of PTO time (up to a maximum of forty (40) hours per calendar year)[[2]](#footnote-2) at the beginning of each year based upon that employee’s anticipated work schedule for that calendar year. For example, an employee scheduled to work ten (10) hours per month during a calendar year will be advanced four (4) hours of PTO at the beginning of the year (10 working hours anticipated per month equals 120 hours working hours anticipated per year, divided by 30 working hours for every one hour of PTO equals 4 PTO hours advanced each calendar year)

Exempt employees are presumed to work forty (40) hours in a work week for purposes of accruing PTO time during the first calendar year of service.

Only employees who remain employed by the Borough for more than one hundred and twenty (120) calendar days are entitled to use accrued PTO days after that point in time.

PTO days incorporate sick as well as personal days. These PTO days may be used for any reason, including the reasons provided within the Borough’s “Policies Applicable to Sick Leave & PTO Days” contained below, subject to applicable reporting and documentation requirements contained within that policy.

Employees are permitted to carry over up to a maximum of forty (40) PTO hours from year to year provided, however, a full time permanent employee cannot use more than eight (8) PTO days per calendar year and eligible part time, seasonal and temporary employees cannot use more than forty (40) hours of PTO time per calendar year.  If the carryover of earned PTO from one benefit year to the next results in the accumulation of a PTO balance of more than 40 hours in a benefit year, the Borough is not required to permit the employee to use more than 40 hours of earned PTO in a benefit year. For example, if the Borough advances the employee 40 hours of PTO in Year 2 and the employee uses 20 hours of PTO in Year 2; the employee carries over 20 hours of unused earned PTO from Year 2 to Year 3; the employee is advanced 40 hours of PTO at the beginning of Year 3, resulting in a Year 3 starting balance of 60 hours of PTO, the Borough is not required to permit the employee to use 60 hours of PTO in Year 3. Employees can confirm the foregoing by visiting the New Jersey Department of Labor website.

PTO days for the final year shall be prorated to the final day of employment.  The Borough does not compensate employees for accrued but unused PTO days upon resignation or retirement.

UNIONIZED EMPLOYEES

Sick and terminal leave benefits for employees that are represented by unions shall be governed by the sick and terminal leave provisions incorporated in their respective contracts.

**SICK LEAVE**

SICK LEAVE BENEFITS

All full-time employees hired prior to December 31, 2006 are entitled to fifteen (15) paid sick leave days per calendar year on a pro-rated basis, provided that the first forty (40) hours of sick leave are reported as requested pursuant to and complies with “Policies Applicable to Sick Leave & PTO Days” contained below.

Sick time accrues while an employee is on any paid leave. Sick time does not accrue during an unpaid leave of absence.

Full-time employees hired on or after January 1, 2007, part-time employees and seasonal employees are not eligible for sick leave under this policy. Employees hired on or after January 1, 2007 are eligible for PTO time in accordance with the Borough’s policies “PTO Days” and “Policies Applicable to Sick Leave & PTO Days.” Subject to advance written approval of the Borough Administrator, unused sick days may be accumulated from one year to the next.

SICK LEAVE ACCUMULATION & PAYOUT

Upon voluntary retirement with twenty years or more of service to the Borough, accrued sick days will be paid at the rate of 60% of final salary not to exceed $15,000.00. “Voluntary” does not include a retirement tendered during pending criminal or disciplinary charges which carry the penalty of removal if sustained against the employee. A record of days used will be kept in the employee’s work file. A record of each employee’s sick leave will be given semi-annually to the members of the Borough Council. In January, each employee will receive a copy of his or her unused sick day allotment.

UNIONIZED EMPLOYEES

Sick and terminal leave benefits for employees that are represented by unions shall be governed by the sick and terminal leave provisions incorporated in their respective contracts.

**POLICIES APPLICABLE TO SICK LEAVE & PTO DAYS**

USE

All PTO days and sick leave must be used in increments of 1/10th of an hour.

An eligible employee may use sick leave or, when applicable, the first forty (40) hours of PTO days and during a calendar year for any of the following reasons:

1. Time needed for diagnosis, care, or treatment of, or recovery from, an employee’s mental or physical illness, injury, or other adverse health condition, or for preventative medical care for the employee;

2. Time needed for the employee to aid or care for a family member of the employee 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 preventative medical care for the family member;

3. Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member; medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for, or participating in, any civil or criminal proceeding related to the domestic or sexual violence;

4. Time during which the employee is not able to work because of a closure of the employee’s workplace, or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee’s family in need of care by the employee, would jeopardize the health of others; or

5. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child’s education, or to attend a meeting regarding care provided to the child in connection with the child’s health condition or disability.

Except as provided above, sick leave may not be used for personal business.

Once an eligible employee has exhausted the first forty (40) hours of PTO in a calendar year, the remaining sick leave is limited to use by the employee to instances when he or she is incapacitated through sickness or injury to a degree that makes it impossible for the employee to perform their essential job functions with or without a reasonable accommodation.

REQUIREMENTS FOR THE FIRST FORTY (40) HOURS OFSICK LEAVE/PTO DAYS

VERIFICATION OF SICK LEAVE/PTO DAY

The following verification requirements apply during an eligible employee’s use of sick leave or the first forty (40) hours of PTO time in a calendar year. Use of three or more consecutive days:

1. Under circumstances described under 1 or 2 above, the employee shall supply a certification signed by a health care professional who is treating the employee or the family member of the employee indicating the need for the leave and, if possible, the duration of the leave;
2. Under circumstances described under 3 above, the employee shall provide medical documentation; a law enforcement agency record or report; a court order; documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence;
3. Under circumstances described under 4 above, the employee shall provide a copy of the order of the public official or the determination by the health authority;
4. Under circumstances described under 5 above, the employee shall provide tangible proof of the school-related conference, meeting, function, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the education of the employee’s child; or tangible proof of the meeting regarding care provided to the child of the employee in connection with the child’s health conditions or disability.

Any employee who requires additional leave after he or she has used all of his or her accrued sick or PTO days must provide a certification from a healthcare provider containing the information requested by the Borough. Any leave taken in excess of that provided under the Sick Leave or PTO policies for instances covered by either of those policies will be conditioned upon submission and compliance with the Borough’s information request.

NOTIFICATION

The following notification requirements apply to an eligible employee’s use of sick leave or PTO days:

1. The employee should inform their Department Head as far in advance as possible when they intend to take a sick leave or PTO day, but no less than seven (7) days advance notice for a foreseeable sick leave or seventy-two hours advance notice for use of a foreseeable PTO day and shall make a reasonable effort to schedule the use of sick leave or a PTO day in a manner that does not unduly disrupt the operations of the Borough. A need is “foreseeable” when the employee is able to predict or know in advance that he or she will need to use earned sick leave or PTO, such as a scheduled doctor’s visit, a regularly occurring medical treatment, or regularly scheduled therapy appointment. Except in cases of emergency or unforeseen circumstances, employees must provide notice of their intention to take sick leave or a PTO day by providing the Request for Paid Time Off form to their Department Head.
2. Recognizing that emergencies and unforeseen circumstances arise which do not allow for advance notification, an employee may request a sick leave or PTO day by notifying the Department Head of the nature of the emergency or unforeseeable circumstance as soon as practical as well as the anticipated duration of absence. Typically, this requires an employee to notify their Department Head an hour before the start of the employee’s scheduled work day. Unforeseeable means that the need for the sick leave or PTO day was not reasonably anticipated.

The failure to provide notice in compliance with this policy may result in a forfeiture of sick leave or PTO credit and may constitute cause for disciplinary action up to and including termination.

NO DISCIPLINE/RETALIATION

The Borough will not count the legitimate use of accrued sick leave or PTO Days as an absence that may result in discipline, discharge, demotion, suspension, a loss or reduction in pay or any other adverse action including but not limited to retaliatory action for an employee’s use or request to use such time, retaliation for an employee’s filing of a complaint with the Commissioner for the Department of Labor or retaliation for informing another employee of their rights to leave under this policy or State law.

REINSTATEMENT OR REHIRE

In the event of termination, layoff or furlough or other separation from employment, accrued PTO or sick days shall be reinstated if the employee is rehired or reinstated within six (6) months. If reinstatement or rehire is greater than six (6) months from the date of separation, the employee will accrue PTO days in the same manner and under the same terms as a new hire.

UNIONIZED EMPLOYEES

Sick leave benefits for employees that are represented by unions shall be governed by the provisions incorporated in their respective contracts.

**BEREAVEMENT LEAVE**

In the event of death in the immediate family of a regular non-unionized full-time employee, he/she shall be granted up to five (5) consecutive working days without loss of pay commencing on the day of death.

The term “immediate family” for the purpose of this policy shall mean: spouse, civil union partner, domestic partner, sibling, child, step-child, mother, father, step-parent or spouse’s parent, civil union partner’s parent, and domestic partner’s parent, grandparent or grandparent of the spouse, civil union partner or domestic partner, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandchild, grandchild’s spouse and great-grandchild. Employees will be allowed one (1) working day of absence with pay to attend the funeral of the employee’s aunt, uncle, niece, nephew and first cousin.

Employees should notify the Department Head of their intent to take bereavement leave as soon as possible and, if possible under the circumstances, using the Request for Time Off Form. The Borough may require that the employee produce reasonable proof of death.

Any extension of absences under this policy may, at the employee’s option and with the consent of the Department Head, be charged against available vacation time, or be taken without pay for a reasonable time.

Part-time and seasonal employees are not eligible for paid bereavement leave. Part-time employees may use accrued but unused PTO time toward bereavement leave.

UNIONIZED EMPLOYEES

Unionized employees shall be entitled to bereavement leave in accordance with their respective collective bargaining agreements.

**JURY DUTY AND WITNESS DUTY**

JURY DUTY LEAVE OF ABSENCE

When an employee is called for jury duty and for the duration of such service, the employee shall be entitled to a temporary leave with pay. The Borough requires that:

1. The employee notifies his or her Department Head of the jury duty within three business days after receipt of the summons;

2. The employee inquires about the anticipated length of service and informs his or her Department Head of the expected duration in advance of accepting service;

3. The employee reports for work at such time as his or her presence as a juror is not required;

4. The employee provides the Borough with an appropriate certification or order from the assignment judge, clerk of the court or such other officer as shall be appropriate setting forth the period of jury duty service; and

5. The employee reimburses the Borough for any payments or fees received as a result of such jury service less any travel expenses.

WITNESS DUTY LEAVE OF ABSENCE

The Borough is aware that employees may be subpoenaed to appear as witnesses in trials before the court. For personal matters, employees will use available personal holidays, vacation days or PTO time.

**FAMILY AND MEDICAL LEAVE**

Pursuant to the Family and Medical Leave Act of 1993 (the "FMLA"), Borough employees, including temporary employees, who have worked for the Borough for at least twelve (12) months and have worked at least 1,250 hours over the previous 12 months are eligible for unpaid, job-protected leave of up to twelve (12) weeks (twenty-six (26) weeks for military care giver leave) in a 12-month period for family and medical reasons. To be eligible for leave, the employee must be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of the worksite. An unpaid leave may be taken for the following purposes:

1. The birth of an employee's child and the care of the newborn child. This provision is applicable to both mothers and fathers;

2. The placement of a child with the employee for adoption or foster care;

3. The care of the employee's spouse, child or parent, with a serious health condition;

4. A serious health condition that renders the employee unable to perform his or her job.

Family Medical Leave is also available for eligible employees:

1. Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation; and

2. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member (military care giver leave).

For additional information on family medical leave for military reasons, see Military Family Leave Policy.

Under the FMLA, a child includes biological, adopted, and foster child, step-child, legal ward or a "child" of a person acting in the capacity of a parent. The term "parent" includes biological, adoptive, step or foster parent, as well as a person that acted in the capacity of a parent toward the employee. The term “spouse” includes spouse in a same-sex marriage as defined by the FMLA. Siblings and in-laws are not covered by the FMLA.

FMLA leave taken because of the birth of an employee's child and the care of the newborn child must be completed within 12 months of the birth. FMLA leave taken because of the placement of a child with the employee for adoption or foster care must be completed within 12 months of the placement.

A "serious health condition" means an illness, injury, impairment or a physical or mental condition that involves inpatient care or continuing treatment by a health care provider. Additionally, an employee's serious health condition means the employee is unable to perform the functions of his or her job.

It is not required that the leave be taken all at one time. Intermittent leave (leave taken in separate blocks of time) or reduced leave (decrease in the number of working hours per week) can be taken if the employee or a covered relation has a serious health condition, provided intermittent or reduced leave is medically necessary.

An employee with more than one qualifying event within a 12-month period is not entitled to a separate 12-week period of leave for each event.

CALCLUATING THE FMLA PERIOD

Eligibility for family/medical leave is based on a rolling twelve-month period measured backward from the date an employee uses any FMLA leave. An employee may not take more than 12 weeks of FMLA Leave in any given 12 month period, as measured back from the date a request for FMLA Leave is to take effect. For example, if an employee has taken eight weeks of leave during the past 12 months, an additional four weeks of leave could be taken. If an employee used four weeks beginning February 1, 2010, four weeks beginning June 1, 2010 and four weeks beginning December 1, 2010, the employee would not be entitled to any additional leave until February 1, 2011. However, beginning on February 1, 2011, the employee would be entitled to four weeks of leave, on June 1, the employee would be entitled to an additional four weeks, etc.

TO REQUEST FAMILY MEDICAL LEAVE

To request family medical leave, the employee shall submit a written application to the Administrator. Applications for Family Medical Leave are available from the Administrator’s office. The Application for Family Medical Leave form provides the Borough with, among other things, notice that leave will be taken, the amount of leave to be taken and the reason for the leave. In addition, if the leave involves an illness, the employee shall be required to submit a written Certification of Health Care Provider to the Administrator. Certification of Health Care Provider forms are available from the Administrator. The Certification of Health Care Provider form must be completed by a health care provider.

The Borough requires employees who take FMLA leave because of their own serious medical condition to submit a Certification of Health Care Provider for Employee’s Serious Health Condition. The employee can obtain this form from the Administrator. It is also available at <http://www.dol.gov/whd/forms>. The Borough requires employees who take FMLA leave because of the serious medical condition of an employee’s immediate family member to submit a Certification of Health Care Provider for Family Member’s Serious Health Condition. The employee can obtain this form from the Administrator. It is also available at <http://www.dol.gov/whd/forms>.

The Borough may require subsequent recertification on a reasonable basis. Failure to provide any certification is grounds for denial of the leave. If the Borough has doubt as to the validity of the certification provided, the Borough may require, at its expense, that the employee obtain a second opinion from a health care provider selected by the Borough. If the second opinion differs from the first, a third mutually agreeable health care provider shall be selected, whose opinion shall be binding. The cost of the third health care provider will be covered by the Borough.

NOTIFICATION REQUIREMENTS

If the leave is foreseeable, the employee must provide at least 30 days’ notice prior to the leave beginning. If the leave needs to begin in less than 30 days, the employee must provide such notice as is practicable.

INTERMITTENT OR REDUCED SCHEDULE LEAVE

Intermittent or reduced schedule leave may be available, depending upon the reason for the leave. Intermittent leave is leave taken in separate blocks of time, rather than one continuous period. Reduced leave is a schedule in which the weekly hours or hours per day are reduced. The Borough provides intermittent or reduced schedule leave in accordance with the FMLA and the NJFLA.

COMPENSATION FOR FAMILY MEDICAL LEAVE TIME

FMLA leave time is generally unpaid. Unless otherwise provided by law or these policies, employees are required to use accrued but unused leave time toward the FMLA leave. The accrued leave which must be applied depends upon the reason for the FMLA leave. Specifically, employees must use accrued vacation, PTO time and personal holiday time (in that order), as applicable, toward FMLA leave if that leave is taken because of the birth, adoption or placement of a child to care for the child and/or to care for an immediate family member who has a serious health condition. Employees must use accrued vacation, personal holiday, PTO time and sick leave (in that order), as applicable, toward the FMLA leave if that leave is taken because of the employee’s serious health condition.

HEALTH AND OTHER BENEFITS DURING FAMILY MEDICAL LEAVE

The Borough will pay health benefit costs for employees who are on family medical leave to the extent the Borough pays them for an active employee not on leave. Therefore, employees must continue to pay their regular payroll deduction for their benefits while on leave. If on paid leave, the employee's contribution will be collected in the same manner as if the employee was reporting to work. During periods of unpaid leave, the employee must arrange with the Administrator or designee prior to taking the leave, for payment of the employee's share of the premium.

Life insurance benefits will continue during FMLA leave time. Pension service credit will also continue to accrue during FMLA leave time. Employees may purchase all or any portion of pension service credit accrued during unpaid FMLA leave.

ACCRUAL OF LEAVE TIME DURING FMLA LEAVE

Employees will accrue paid time off (i.e., personal holiday, vacation time, PTO time, sick time, as applicable) while using accrued time toward FMLA leave. Employees who have exhausted all of their available time do not accrue leave time during unpaid leave.

RETURN FROM LEAVE

Upon return from leave, the Borough will restore an employee to his or her position or to a position with equivalent pay, benefits, and other terms and conditions of employment; however, the Borough cannot guarantee that an employee will be returned to his or her original job. The Borough will determine whether a position is an "equivalent position."

All employees who take leave for their own serious medical condition will be required to present a fitness-for-duty certification to be restored to employment.

CONSEQUENCES OF FAILING TO RETURN UPON EXPIRATION OF LEAVE

Unless the Borough grants an extension, an employee who fails to return to work upon the expiration of a family or medical leave will be subject to termination. Upon exhaustion of the FMLA and/or NJFLA leave, employees will immediately lose health insurance coverage. Please note that a thirty-day grace period does not exist. Employees who do not continue their employment may continue their health insurance coverage pursuant to COBRA at their own expense. If an employee does not return to work following leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitled the employee to FMLA leave; or (2) other circumstances beyond the employee’s control, the employee may be required to reimburse the Borough for its share of health insurance premiums paid on the employee’s behalf during the leave. Employees should direct their written request for an extension of leave to the Administrator as soon as he or she realizes that he or she will not be able to return at the expiration of the leave.

If an employee fails to return to work following the expiration of the leave, the employee shall be considered to have abandoned his or her position and voluntarily resigned.

Employees may also be eligible for leave under the New Jersey Family Leave Act. Leave under the Family Medical Leave Act and the New Jersey Family Leave Act will run concurrently, unless otherwise provided by law. For additional information, contact the Administrator.

**MILITARY FAMILY AND MEDICAL LEAVE**

Pursuant to the Family and Medical Leave Act of 1993 (the "FMLA"), Borough employees, including temporary employees, who have worked for the Borough for at least twelve (12) months and have worked at least 1,250 hours over the previous 12 months are eligible for unpaid, job-protected leave:

1. Because of any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation (“Qualifying Exigency Leave”);

2. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member (“Military Care Giver Leave”).

To be eligible for leave, the employee must be employed at a worksite where 50 or more employees are employed by the employer within 75 miles of the worksite.

Eligible employees may take up to 12 weeks of job-protected leave in the applicable 12-month period for Qualified Exigency Leave. Eligible employees may take up to 26 weeks of job-protected leave in the applicable 12-month period for Military Care Giver Leave.

MILITARY FAMILY MEDICAL LEAVE ENTITLEMENTS

Military Care Giver Leave: The Borough provides an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered servicemember with a serious injury or illness with up to a total of twenty-six (26) workweeks of unpaid leave during a “single 12-month period” to care for the servicemember.

A covered service member is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (2) a covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. A covered veteran is an individual who was discharged or released under conditions other than dishonorable at any time during the five year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

A serious injury or illness also means an injury or illness that was incurred by the covered

Veteran in the line of duty on active duty in the Armed Forces (or that existed before the

Veteran’s active duty and was aggravated by service in the line of duty on active duty), and manifested itself before or after the member became a veteran, and is either:

1. a continuation of a serious injury or illness that was incurred or aggravated when the

Veteran was a member of the Armed Forces and rendered the servicemember unable to

perform the duties of the service member’s office, grade, rank, or rating; or

2. a physical or mental condition for which the veteran has received a U.S. Department

of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or

greater, and the need for military caregiver leave is related to that condition; or

3. a physical or mental condition that substantially impairs the veteran’s ability to work

because of a disability or disabilities related to military service, or would do so absent

treatment; or

4. an injury that is the basis for the veteran’s enrollment in the Department of Veterans

Affairs Program of Comprehensive Assistance for Family Caregivers.

Any one of these definitions meets the FMLA’s definition of a serious injury or illness

for a covered veteran regardless of whether the injury or illness manifested before or

after the individual became a veteran.

The “single 12-month period” for leave to care for a covered servicemember with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the “single 12-month period.” (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered servicemember).

Qualifying Exigency Leave: The Borough grants an eligible employee up to a total of 12 workweeks of unpaid leave during a 12-month period for a qualifying exigency while the employee’s spouse, son, daughter, or parent is on covered active duty, or called or to covered active duty status (or has been notified of an impending call to active duty). Qualifying exigency leave is available to a family member of a military member in the National Guard, Reserves and the Regular Armed Forces. Eligibility for Qualifying Exigency Leave is based on a rolling twelve-month period measured backward from the date an employee uses any FMLA leave.

Qualifying exigencies include:

* Issues arising from a covered military member’s short notice of deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;
* Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings, sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
* Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
* Making or updating financial and legal arrangements to address a covered military member’s absence;
* Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child or the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
* Taking up to fifteen (15) calendar days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
* Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member’s active duty status, and addressing issues arising from the death of a covered military member;
* Caring for a military member’s parent who is incapable of self-care when the care is necessitated by the member’s covered active duty. Such care may include arranging for alternative care, providing care on an immediate basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility;
* Any other event that the employee and the Borough agree is a qualifying exigency.

Employees who request qualifying exigency leave to spend time with a military member on

rest & recuperation must provide a copy of the military member’s rest & recuperation

leave orders, or other documentation confirming the dates of the military member’s leave.

Spouses employed by the same employer are limited to a combined total of 26 workweeks in a “single 12 month period” if the leave is to care for a covered servicemember with a serious injury or illness, and for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for the employee’s parent who has a serious health condition.

FMLA leave may be taken intermittently whenever medically necessary to care for a covered servicemember with a serious injury or illness. FMLA leave also may be taken intermittently for a qualifying exigency arising out of the active duty status or call to active duty of a covered military member. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer’s operation.

NOTICE REQUIREMENTS

Employees seeking to use military care giver leave must provide 30 days advance notice of the need to take FMLA leave for planned medical treatment for a serious injury or illness of a covered servicemember. If leave is foreseeable but 30 days advance notice is not practicable, the employee must provide notice as soon as practicable–generally, either the same or next business day. An employee must provide notice of the need for foreseeable leave due to a qualifying exigency as soon as practicable. When the need for military family leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Generally, it should be practicable to provide notice for unforeseeable leave within the time prescribed by the Borough’s usual and customary notice requirements.

TO REQUEST MILITARY FAMILY MEDICAL LEAVE

To request military family medical leave, the employee shall submit a written application to the Administrator. Applications for Family Medical Leave are available from the Administrator’s office. The Borough requires that an employee’s request for military family leave be supported by an appropriate certification. The Borough requires that:

* Leave for a qualifying exigency be supported by a copy of the covered military member’s active duty orders or request and recuperation orders, as applicable, and Certification of Qualifying Exigency for Military Family Medical Leave. The employee can obtain the Certification from the Administrator. It is also available at <http://www.dol.gov/whd/forms>. The appropriate facts related to the particular qualifying exigency for which leave is sought must be provided, including contact information if the leave involves meeting with a third party;
* Leave to care for a covered service member with a serious injury or illness must be supported by a Certification for Serious Injury or Illness of Current Service Member for Military Family Medical Leave. The employee can obtain this form from the Administrator. It is also available at <http://www.dol.gov/whd/forms>. The form must be completed by an authorized health care provider or by a copy of an Invitational Travel Order (“ITO”) or Invitational Travel Authorization (“ITA”) issued to any member of the covered service member’s family.
* Leave to care for a covered veteran with a serious injury or illness must be supported by a Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave. The employee can obtain this form from the Administrator. It is also available at <http://www.dol.gov/whd/forms>. The form must be completed by an authorized health care provider.

COMPENSATION FOR MILITARY FAMILY MEDICAL LEAVE TIME

Unless otherwise provided by law or these policies, employees are required to use accrued but unused leave time toward the FMLA leave. The accrued leave which may be applied depends upon the reason for the FMLA leave. Specifically, employees must use their accrued personal holidays, PTO time and vacation time (in that order), as applicable, toward military qualifying exigency FMLA leave. Employees must use their accrued personal holidays, PTO time and vacation time (in that order), as applicable, toward military care giver FMLA leave.

HEALTH AND OTHER BENEFITS DURING MILITARY FAMILY MEDICAL LEAVE

The Borough will pay health benefit costs for employees who are on military family medical leave to the extent the Borough pays them for an active employee not on leave. Therefore, if applicable, employees must continue to pay their regular payroll deduction for their benefits while on leave. If on paid leave, the employee's contribution will be collected in the same manner as if the employee was reporting to work. During periods of unpaid leave, the employee must arrange with the Administrator or designee prior to taking the leave, for payment of the employee's share of the premium.

Life insurance benefits will continue during FMLA leave time. Pension service credit will also continue to accrue during FMLA leave time. Employees may purchase all or any portion of pension service credit accrued during unpaid FMLA leave.

ACCRUAL OF LEAVE TIME DURING MILITARY FMLA LEAVE

Employees will accrue paid time off (i.e., personal leave, vacation time, PTO time, sick time, as applicable) while using accrued time toward FMLA leave. Employees who have exhausted all of their available time do not accrue leave time during unpaid leave.

RETURN FROM LEAVE

Upon return from leave, the Borough will restore an employee to his or her position or to a position with equivalent pay, benefits, and other terms and conditions of employment; however, the Borough cannot guarantee that an employee will be returned to his or her original job. The Borough will determine whether a position is an "equivalent position."

CONSEQUENCES OF FAILING TO RETURN UPON EXPIRATION OF LEAVE

Unless the Borough grants an extension, an employee who fails to return to work upon the expiration of FMLA leave will be subject to termination. Upon exhaustion of the FMLA and/or NJFLA leave, employees will immediately lose health insurance coverage. Please note that a thirty-day grace period does not exist. Employees who do not continue their employment may continue their health insurance coverage pursuant to COBRA at their own expense. If an employee does not return to work following leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitled the employee to FMLA leave; or (2) other circumstances beyond the employee’s control, the employee may be required to reimburse the Borough for its share of health insurance premiums paid on the employee’s behalf during the leave. Employees should direct their written request for an extension of leave to the Administrator as soon as he or she realizes that he or she will not be able to return at the expiration of the leave.

If an employee fails to return to work following the expiration of the leave, the employee shall be considered to have abandoned his or her position and voluntarily resigned.

**EMPLOYEE RIGHTS UNDER THE FAMILY MEDICAL LEAVE ACT**

The United States Department of Labor, Wage and Hour Division

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

• The birth of a child or placement of a child for adoption or foster care;

• To bond with a child (leave must be taken within 1 year of the child’s birth or placement);

• To care for the employee’s spouse, child, or parent who has a qualifying serious health condition;

• For the employee’s own qualifying serious health condition that makes the employee unable to perform the employee’s job;

• For qualifying exigencies related to the foreign deployment of a military member who is the employee’s spouse, child, or parent.

An eligible employee who is a covered service member’s spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer’s normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave. Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with

equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual’s FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

• Have worked for the employer for at least 12 months;

• Have at least 1,250 hours of service in the 12 months before taking leave;\* and

• Work at a location where the employer has at least 50 employees within 75 miles of the employee’s worksite.

\*Special “hours of service” requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days’ advance notice of the need for FMLA leave. If it is not possible to give 30-days’ notice, an employee must notify the employer as soon as possible and, generally, follow the employer’s usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee’s need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor Wage and Hour Division

**NEW JERSEY FAMILY LEAVE**

Employees, including temporary employees, who have worked for at least twelve months and accrued at least 1,000 base hours during the twelve-month period immediately preceding the leave are entitled to twelve weeks of family leave in any twenty-four month period under the provisions of the New Jersey Family Leave Act. Employees may take leave because of:

1. The birth of a child of the employee, including a child born pursuant to a valid written agreement between the employee and a gestational carrier;
2. The placement of a child into foster care with the employee or in connection with adoption of such child by the employee; or
3. The serious health condition of a family member.

“Child” means a biological, adopted, foster child, resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier. “Parent” means a person who is the biological parent, adoptive parent, foster parent, resource family parent, step-parent, parent-in-law or legal guardian, having a “parent-child relationship” with a child as defined by law, or having sole or joint legal or physical custody, care, guardianship, or visitation with a child, or who became the parent of the child pursuant to a valid written agreement between the parent and a gestational carrier. “Family member” means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, or one partner in a civil union couple, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

Any employee who wishes to apply for Family Leave to be used on a continuous or reduced scheduled basis must request it thirty (30) days in advance and an employee who wishes to apply for Family Leave to be used on an intermittent basis must request it fifteen (15) days in advance. All Family Leave requests must be made to the Administrator **in writing** using the Application for Family and/or Medical Leave, available from the Administrator. This time and written application requirement may be waived in emergency or unforeseeable situations by the Administrator. For intermittent leave, an eligible employee is required to make reasonable efforts to schedule the leave so as not to unduly disrupt the Borough’s operations.

Employees may also be eligible for leave under the federal Family Medical Leave Act. If an employee is eligible for leave under both the federal Family Medical Leave Act and the New Jersey Family Leave Act, leave will run concurrently. For additional information, contact the Administrator. **APPLICATION FOR FAMILY AND/OR MEDICAL LEAVE**

**EMPLOYEE REQUEST FOR FAMILY AND/OR MEDICAL LEAVE (FMLA)**

**AND/OR NEW JERSEY FAMILY LEAVE (NJFLA)**

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

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Request:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Start Date of Anticipated Use of Leave:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Expected End Date or Return to Work:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reason for Leave:

❑ I request family leave to care for my newborn child, my newly adopted child, or a newly placed foster child in my home.

❑ I request family leave to care for the following family member with a serious health condition: [Enter the nature of the relationship. For example: child, spouse, etc. See the Borough’s FMLA and NJFLA policies for definitions of family member]:

❑ I request medical leave to care for my own serious medical condition.

❑ I request military family leave because of a qualifying exigency arising out of the fact that my ❑ Spouse ❑ Child ❑ Parent is a covered military member on active duty (or has been notified of an impending call or order to active duty).

❑ I request military family leave because I am the ❑ Spouse ❑ Child ❑ Parent ❑ Next of Kin of a covered service member with a serious injury or illness.

Method of Leave Requested:

❑ Consecutive Leave

❑ Intermittent or Reduced Schedule Leave (specify schedule below) (Please note that the Borough provides intermittent or reduced leave as required by law.)

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Substitution of Paid Leave:

FMLA and NJFLA leave time are generally unpaid. Unless otherwise provided by law or these policies, employees are required to use accrued but unused leave time during an FMLA leave. The accrued leave which may be applied depends upon the reason for the FMLA leave.

Specifically, employees must use accrued vacation, personal holiday, PTO time and sick leave (in that order), as applicable, during the FMLA leave if that leave is taken because of the employee’s serious health condition. Employees must use their accrued personal holidays, PTO time and vacation time (in that order), as applicable, during military qualifying exigency FMLA leave. Employees must use their accrued personal holidays, PTO time and vacation time (in that order), as applicable, during military caregiver FMLA leave which does not also qualify for FLI benefits and/or NJFLA leave.

I understand that if my family or medical leave (total of paid and unpaid time) does not exceed 12 weeks,[[3]](#footnote-3) I will be returned to my same or equivalent position. I understand that if my family or medical leave exceeds 12 weeks and, absent exceptional circumstances, I have not applied and/or been approved for a leave extension as a reasonable accommodation prior to expiration of my 12 weeks of leave , the Borough may terminate my employment in accordance with applicable law. If my request for a family or medical leave is approved, it is my understanding that unless the Borough has authorized an extension of my leave in writing, I must report to duty on the first workday following the date my leave is scheduled to end. I understand that my failure to return to work or obtain an extension following the expiration of the leave will constitute unequivocal notice of my intent not to return to work and the Borough may terminate my employment.

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

Received by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Employer Representative]

**ANTI-RETALIATION NOTICE**

No employee who makes a good faith application for or use of FLI benefits, FMLA and/or NJFLA leave shall be subject to discrimination or retaliation in any form nor shall anyone interfere with the exercise of an employee’s rights under those laws. If an employee believes s/he has been subjected to a violation of this policy, the Borough urges the individual to promptly report it directly to the Administrator. Retaliation can take different forms including, but not limited to, discharge, harassment, discouraging the filing, pursuit or participation in the investigation of a complaint made to the Borough, or a Federal or State agency, as well as written or oral statements, conduct, threats of harm or intimidation, or other behavior which negatively affects an employee’s work environment, pay, or other terms, conditions or privileges of employment with the Borough.

**PAID FAMILY LEAVE**

**UNDER THE NEW JERSEY TEMPORARY DISABILITY BENEFITS LAW**

Currently, New Jersey law provides up to six (6) weeks of Family Leave Insurance (“FLI”) benefits. Effective July 1, 2020, New Jersey law will provide up to twelve (12) weeks of FLI benefits. Benefits are payable to covered employees to:

1. Bond with a child during the first 12 months after the child’s birth or the first 12 months after the placement of the child for adoption with the covered individual.
2. Care for a family member with a serious health condition supported by a certification provided by a health care provider.
3. For time off pursuant to the New Jersey Security and Financial Empowerment Act, also known as the "NJ SAFE Act."[[4]](#footnote-4)

For leave under paragraphs 1 or 2 above, claims may be filed for consecutive weeks, for intermittent weeks, or for intermittent days during a 12 month period beginning with the first day of the claim.

“Family member” means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, one partner in a civil union couple, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship.

“Child” means a biological, adopted, foster child, or resource family child, stepchild, legal ward, or child of a parent, including a child who becomes the child of a parent pursuant to a valid written agreement between the parent and a gestational carrier.

“Parent of a covered individual” means a biological parent, foster parent, adoptive parent, or stepparent of the covered individual or a person who was a legal guardian of the covered individual when the covered individual was a child, or who became the parent of the covered individual pursuant to a valid written agreement between the parent and a gestational carrier.

The FLI benefits program provides an eligible employee with a wage replacement benefit, not a leave entitlement or job protection benefit.

ELIGIBILITY

All individuals who have worked 20 calendar weeks in covered New Jersey employment or earned at least 1000 times the NJ minimum wage during the 52 weeks preceding the leave.

BENEFIT ENTITLEMENT

Employees on paid leave receive 85% of the employee’s average weekly wage, up to a capped weekly amount set by the state. This program is funded by an employee payroll tax, and there are no employer contributions.

Employees may receive 6 weeks of FLI benefits during any 12-month period or 42 days of benefits during any 12-month period taken on an intermittent basis to care for a family member. An employee may elect to use accrued paid time off (e.g., PTO, vacation or sick) instead of FLI benefits. Use of accrued paid time off will not reduce the FLI benefits available to the employee.

Effective July 1, 2020, employees may receive 12 weeks of FLI benefits during any 12-month period or 56 days of benefits during any 12-month period taken on an intermittent basis to care for a family member.

The 12-month period is the 365 consecutive days that begins with the first day that the individual establishes a valid claim for FLI benefits.

NOTICE REQUIREMENTS

Employees must provide the Administrator with 30 days prior notice to bond with a newborn or adopted child, and 15 days’ notice to care for an ill family member. The failure to provide the required notice will result in the loss of 2 weeks of benefits, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.

FILING A CLAIM

Application forms are available on the New Jersey Department of Labor Workforce Development’s web site at www.nj.gov/labor, by telephoning the Division of Temporary Disability Insurance’s Customer Service Section at (609) 292-7060, or by writing to the Division of Temporary Disability Insurance, P.O. Box 387, Trenton, NJ 08625-0387.

A claim must be filed within 30 days after the commencement of a period of family leave. A penalty may be imposed if the claim is filed late.

To the extent permitted by law, paid family leave will run concurrently with FMLA and/or NJFLA leaves.

**LEAVE OF ABSENCE POLICY**

Employees who are not eligible for Family or Medical Leave or who want to take a leave of absence for a reason not covered by the federal Family Medical Leave Act (“FMLA”) or the New Jersey Family Leave Act (“FLA”), or beyond the leave time provided by those laws, may be granted a personal leave of absence for up to thirty (30) calendar days at the sole discretion of the Administrator if the leave does not cause undue operational disruption. The leave of absence must include the use of any accrued personal holiday, vacation, PTO time and, sick leave time, as applicable, regardless of the length of leave requested. The portion of the leave that runs beyond the exhaustion of personal holiday, vacation, PTO time and sick leave, as applicable, will be without pay.

TO REQUEST A LEAVE OF ABSENCE

Employees must submit their written request for an unpaid leave of absence to the Administrator. The request must set forth a proposed start date, return date, and reasons for the request. The request must be submitted at least sixty (60) calendar days before the proposed start date. If the request is for an extension of family or medical leave, where the employee has/will take(n) the maximum amount of leave permitted under the FMLA and/or FLA, the request for continuation of the leave must be submitted thirty (30) calendar days in advance of the expiration of the FMLA or NJFLA leave. The Administrator can waive these notice requirements in his or her sole discretion and without precedential effect, depending upon the circumstances for the request for the leave. The request will not be considered unless supported by the recommendation of the employee’s Department Head.

When a request is granted, the Administrator will fix a start date and return date and communicate these dates to the employee.

ACCRUAL OF BENEFITS DURING A LEAVE OF ABSENCE

An employee shall not accrue any benefits or seniority during an unpaid leave of absence. Benefits include accumulation of sick days, personal holidays, PTO time and vacation days, as applicable. In the event an employee is on unpaid leave at the beginning of the year (January) personal holiday, PTO time and vacation days will not be accumulated until the employee returns to work. At that time personal holidays, PTO days and vacation days, as applicable, will be allocated for that year. Unless otherwise provided by law, the cost of health benefits shall be borne by the employee. The continuance of all other benefits shall be available only to the extent required by Federal, State and/or Local law or regulations.

REASONS FOR A LEAVE OF ABSENCE

Personal leaves of absence may be granted for medical or educational reasons, family circumstances, or other good cause. Personal leaves are not granted for the purpose of seeking or accepting employment with another employer, or for extended vacation time. An employee who accepts another position outside of Borough employment while on an unpaid leave of absence shall be deemed to have resigned his or her position with the Borough. Employees must use leaves of absence for the purpose it was granted. The failure to use a leave of absence for the purpose it was granted may provide grounds for disciplinary action up to and including termination of employment.

EXTENSIONS OF A LEAVE OF ABSENCE

In the event an employee needs to extend his/her unpaid leave of absence, the employee shall submit a written request for an extension to his/her Department Head at least thirty (30) days before the original return date. The Department Head shall forward the request to the Administrator with a recommendation to grant or deny the extension. Extensions shall not be granted absent exceptional circumstances.

CONSEQUENCE OF FAILING TO RETURN FOLLOWING A LEAVE OF ABSENCE

An employee who leaves his/her position before the scheduled start date or fails to return on the scheduled return date, shall be deemed to have abandoned his or her position and to have resigned from the service of the Borough.

**DONATED LEAVE PROGRAM**

Purpose

The intent of this program is to permit Borough employees to donate earned sick time and vacation time on a voluntary basis to another Borough employee who is suffering from a catastrophic health condition or injury, or to care for a member of the employee’s immediate family suffering from a catastrophic health condition or injury, which compels his or her prolonged absence from work. Approvals regarding eligibility will be made on a case-by-case basis subject to the discretion of the Administrator.

Recipient eligibility

A Borough employee will be eligible to receive donated sick or vacation leave from other Borough employees if the employee meets all the following criteria:

1. Employee or immediate family member must be suffering from a catastrophic health condition or injury which necessitates the employee’s prolonged absence from work and for which the employee has no available paid leave.

2. Must produce acceptable medical verification from a physician or other licensed health care provider. The medical verification must indicate the nature, severity, and anticipated duration of the disability resulting from the serious health condition or injury involved.

3. Must have completed at least one year of continuous service with the Borough.

4. Must have exhausted all accrued paid leave time including compensatory time off, sick leave, vacation leave PTO days and personal holidays.

Donor eligibility.

To be eligible to donate leave to another employee, an employee must meet the following criteria:

1. Must have at least fifteen (15) days of accrued sick leave and ten (10) vacation days remaining to his or her credit after making any donations.

2. Must not have solicited nor accepted anything of value from anyone for the donation.

3. Only whole days may be donated.

4. Cannot donate more than a combined forty-five (45) days.

Program Procedures

1. Any employee may request to participate as a recipient in this program by contacting the Director of the employee's Department. The Director will provide the proper forms to the eligible employee and will require acceptable medical documentation concerning the nature, severity and anticipated duration of the employee's condition. The request must be made prior to the employee's exhaustion of all accumulated sick time, vacation time, PTO days and personal holidays. The Director of the employee's Department must first approve the request and, if approved, it will then be forwarded for review and approval by the Administrator. If the request is approved, all Borough employees will then be eligible to donate sick and vacation time on a voluntary basis. If the request is not approved, the employee can appeal the decision to the Mayor, whose decision is final. Decisions and approvals regarding eligibility will be made on a case-by-case basis.

2. Once a recipient is approved for the program, the Administrator will post on employee bulletin boards, or communicate by other appropriate means, the name(s) of eligible employee(s) who will have exhausted all earned paid leave time by a designated date. The posting will be done only with the recipient's consent. If the employee is unable to consent, the employee's family may consent on behalf of the employee. Notice will be provided to all appropriate bargaining representatives.

3. A Borough employee may donate only whole days of either sick leave or vacation leave, or a combination thereof, within the prescribed limitation.

4. The donor and the recipient (or family representative) will fill out the required forms. No one will directly or indirectly intimidate, threaten or coerce, or attempt to intimidate or coerce, any other employee for the purpose of interfering with any right which such employee may have with respect to contributing, receiving or using paid leave under this program. This includes promises to confer any benefit (such as appointment, promotion or compensation) or effecting or threatening to effect any reprisal (such as deprivation of appointment, promotion or compensation). A certification to this effect will be signed by the donor. Any employee who engages in the above-described prohibited conduct will be subject to disciplinary action.

5. The donor’s leave time will be reduced by the number of sick or vacation days, which are donated.

6. The eligible recipient may receive up to 180 donated days during the employee's employment with the Borough.

7. Should an employee return to work, or otherwise terminate the use of leave with donated time remaining, that time will be returned to the donor(s) on a prorated basis in whole days.

8. The recipient employee, while using donated leave, will continue to earn sick and vacation leave. If the earned sick leave is unused when the employee returns to work, all such earned time will be retained by the recipient employee and credited to the employee’s accrued sick leave time.

9. If the recipient employee retires, he or she will not be granted supplemental compensation for any unused sick days or vacation days, which he or she received through the donated sick leave program.

10. The recipient employee who utilizes donated time will be treated as a Borough employee on a leave of absence with pay.

11. Once the sick and/or vacation leave has been donated, it may not be revoked by the donor.

12. Donations may not be used on a retroactive basis.

If the employee's prolonged absence extends beyond the expiration of the donated leave time, the employee may make application for a leave of absence without pay. The employee should consult the Borough's Family Leave and Medical Leave Policy and Leave of Absence Policy.

This information is presented to familiarize the employee with the contents of this program in summary form. Further information and questions concerning this program should be directed to the Administrator.

# DONATED LEAVE PROGRAM

**Donor Transfer Certification**

I hereby authorize the Borough to transfer leave credit as indicated below to be used as the recipient’s personal sick leave.

DONATION SECTION:

DONATE TO:

(Please print full name of recipient)

I wish to donate the following:

\_\_\_\_SICK DAYS - I certify that my sick leave balance will not be less than (number) 15 accrued sick days after this transfer.

\_\_\_\_VACATION DAYS - I certify that my vacation leave balance will not (number) be less than 10 accrued vacation days after this transfer.

\_\_\_\_\_TOTAL DAYS DONATED (Cannot exceed 30 days per recipient) (number)

CERTIFICATION SECTION:

I certify that I have not been coerced nor solicited or accepted or promised anything of value for the donation of paid leave time.

Date Print Name Signature

Dept.: Office Phone:

RETURN TO: BOROUGH ADMINISTRATOR

**FOR USE BY THE BOROUGH**

Transfer Approved Transfer Disapproved

This is to advise you your request to donate leave time cannot be accepted due to the following reason(s):

Recipient is no longer active.

Employee has already received the maximum number of donated days.

Your current sick balance does not show the required minimum number of 15 accrued days.

Your current vacation balance does not show the required minimum number of 10 accrued days.

Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Administrator’s Signature Date

**DONATED LEAVE PROGRAM RECIPIENT CERTIFICATION**

I request participation in the Donated Leave Program under the terms specified in the

Borough’s program description, and with the understanding that the specific nature of my illness will be kept confidential.

I \_\_\_\_\_ authorize \_\_\_\_\_ do not authorize the Administrator to post notice of my eligibility.

I certify that I have not directly or indirectly solicited donations of paid leave time from other Borough employees independently.

I have not directly or indirectly intimidated, threatened or coerced, or attempted to intimidate, threaten or coerce any employee for the purpose of obtaining a donation of paid leave.

I have not and will not directly or indirectly offer or provide any money, credit, gift, gratuity, and anything of value or compensation of any kind in exchange for the donation of paid leave time.

I have not interfered with any right which another employee may have with respect to contributing, receiving or using paid leave under this program.

I understand that I am not eligible to receive any donated paid leave time pursuant to this program until I have exhausted my accrued paid time off, including compensatory time, sick leave, vacation leave, PTO days and personal holidays.

I understand that I am not permitted to receive any other paid benefits for the same period(s) that I am paid wages from the donated leave program.

I have attached herewith medical verification which confirms a catastrophic health condition or injury indicating an anticipated absence through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

By signing below I understand and agree to the terms of the Donated Leave Program. I certify that the information being provided to the Borough in connection with my participation in the program is true and correct. I understand and agree that if it is determined that I have in any way provided false or misleading information in connection with my participation in the program, I will be disqualified from the program and may face disciplinary action up to and including termination of employment.

Name (Print) Signature of Recipient

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

INSTRUCTIONS: Forward this certification to the Borough Administrator.

**LEAVE DUE TO DOMESTIC VIOLENCE OR SEXUAL ASSAULT**

The New Jersey Security and Financial Empowerment Act, also known as the "NJ SAFE Act" provides twenty (20) days of unpaid protected leave from work to an employee, if a covered individual[[5]](#footnote-5) has been the victim of domestic violence or sexual assault, in order to:

* Seek medical attention for, or recovery from, physical or psychological injuries;
* Obtain services from a victim services organization, pursue psychological or other counseling;
* Participate in safety planning, temporary or permanent relocation, or other actions to increase safety;
* Seek legal assistance to ensure health and safety; or
* Attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which a covered individual was a victim.

ELIGIBILITY

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

* A covered individual must be a victim of domestic violence or a sexually violent offense.
* The employee must have worked for the Borough 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 need for leave is foreseeable employees must provide advance written notice as far in advance as reasonable and practicable under the circumstances. In addition, employees seeking leave must provide proof that they qualify for the leave. Such proof may include restraining order, letter from a prosecutor, proof of conviction, medical documentation or a certification from an agency or professional involved in assisting the employee.

REQUEST FOR LEAVE

All requests for leave under this policy must be made in writing directly to the Administrator. The written submission must be either handed directly to the Administrator by the employee making the request or placed in a sealed envelope addressed to the Administrator marked “confidential” in large capital letters. The written request must include the following information: employee’s name, relationship to the victim, basis under this policy for the use of leave, and the dates which leave will be used.

COMPENSATION DURING LEAVE

Employees may be eligible for Family Leave Insurance benefits. Please consult that policy for additional details. Employees may also elect to use accrued unused paid PTO, vacation leave, personal time and sick leave, as applicable, concurrently with leave under this policy. In certain circumstances, the basis for the leave may also qualify under the federal Family and Medical Leave Act and/or the New Jersey Family Leave Act. If so, the Borough will treat the leave concurrently with the leave under those statutes.

CONFIDENTIALITY AND PROHIBITON AGAINST RETALIATION

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

**MILITARY LEAVE**

The Borough provides military leave in accordance with applicable state and federal law. In all cases involving military leave, the employee must, as soon as possible, provide his or her Department Head with notice, preferably written, of the call to military duty prior to beginning the military leave, unless giving notice is impossible, unreasonable, or precluded by military necessity.

ORGANIZED MILITIA

Any permanent or full-time temporary officer or employee, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other affiliated organization, including the National Guard of other states, shall be entitled to a leave of absence without loss of pay or time on all work days on which he or she is engaged in any period of Federal active duty, up to 30 work days in any calendar year. A military leave of absence is in addition to the employee’s regular vacation or other accrued leave. Any leave of absence for such duty in excess of 30 work days will be without pay but without loss of time.

A full-time temporary officer or employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time.

NEW JERSEY ORGANIZED MILITIA

New Jersey’s organized militia consists of the National Guard (Army and Air), the Naval Militia, and the State Guard. Any permanent or full-time officer or employee who is a member of the New Jersey organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to a leave of absence without loss of pay or time on all days during which he or she shall be engaged in State or Federal active duty, up to 90 work days in any calendar year. Any leave of absence for such duty in excess of 90 work days will be without pay but without loss of time.

A full-time temporary officer or employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time.

HEALTH INSURANCE AND PENSION BENEFITS

Employees on military service will continue to receive paid health insurance coverage during the period of paid leave plus and additional thirty calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Borough’s group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS and PFRS) will continue accruing service and salary credit in the system during the period of paid leave.

REINSTATEMENT

To be reinstated by the Borough without loss of privileges or seniority, the employee must report for duty with the Borough within the time required by law following release from active duty under honorable circumstances.

In accordance with legal requirement, employees who take military leave are required to:

* Provide the Borough with advance notice of the leave;
* Apply for reinstatement within the time required by law;
* Have five years or less of cumulative service in the uniformed services while employed by the Borough;
* Have a creditable military record including completion of all required training and full-time service and be discharged under honorable conditions.

On return from a military leave of absence, the employee will be reinstated as required by law.  See the Uniformed Services Employment and Reemployment Act (“USERRA”), the New Jersey Soldiers’ and Sailors’ Relief Act (“NJSSRA”) and N.J.S.A. 38:23-1 et seq.  Failure to comply with the requirement enumerated above or as required by law will jeopardize an employee’s reemployment rights.

**PAYMENT FOR ACCUMULATED ABSENCE**

To the extent that a local ordinance, collective bargaining agreement, or an employment agreement provides for the payment of compensation for pay while absent from work, the Borough shall only make such payment if the chief financial officer or Administrator certifies that such amount is due and that proper documentation establishing that the amount of the accumulated absence has been provided and funds are available to pay. Proper documentation includes:

* A copy of the agreement, ordinance and/or resolution;
* Documentation of the amount of accumulated absence time; and
* The total value of the compensation due.

Nothing in this policy grants employees compensation for absences from work.

**COUNCIL MEETING ATTENDANCE**

In order to provide the best public service possible, and in order to be able to fully address any questions and concerns raised by the members of the governing body and the public in general, certain Department Heads, Supervisors, Managers and other critical employees and professionals are required to attend the monthly Regular Borough Council Meeting scheduled for the second Monday of each month at 7:00pm (except when holidays fall on that Monday, in which case the meeting is scheduled for the second Tuesday). Including, but not limited to the following employees, the Administrator, Clerk, Chief Financial Officer, Chief of Police, Construction Official, Superintendent of Public Works, Superintendent of Sewer Department, and Certified Municipal Court Administrator are expected and in fact required to attend the monthly Regular Borough Council Meeting unless prior notice and approval has been granted by the Administrator or the Mayor.

**EMERGENCY SERVICES VOLUNTEERS**

Employees are encouraged to become members of volunteer fire companies or rescue squads. Employees who are volunteer members of the Borough’s fire department and/or ambulance squad should notify their immediate supervisor of their intent to serve in that capacity.

Employees who are volunteer members of the Borough fire department and/or ambulance squad will be excused from attendance during their regular working hours for fire or rescue squad emergencies, except during Borough emergencies, and only for the duration of the fire or rescue squad emergency. Employees who receive a call during working hours or which will necessitate their absence during working hours must notify their Department Head of the call, unless notification would impair the employee’s ability to timely respond to the emergency.

Employees who respond to emergency calls during work hours are expected to return to their work stations as soon as possible after the emergency has been cleared. Employees who respond to emergency calls must, upon return to work, notify their Department Head of the nature of the emergency and the length of their absence. If the emergency call extends beyond the end of the employees’ regular shift, employees will not be entitled to overtime compensation.

If more than one member of a department or office is a member of the above organizations, the Department Head may limit the response to insure that Borough functions are not being unusually interrupted, unless the magnitude of the emergency requires all members of the above organizations. Employees working on an overtime basis for the Borough will not be excused for firefighting or rescue squad duties and should make necessary arrangements in advance so that other fire company or rescue squad members will be available. An employee shall not respond to a call if leaving the job site might cause a fellow employee to be endangered.

**DEPARTMENT RULES AND REGULATIONS**

The Borough may, from time, establish, amend and supplement written rules and regulations affecting the personnel and internal operations of his/her department. Such department rules and regulations shall be consistent with federal and state law, the Policies and Procedures Manual and any other Borough ordinance.

The rules and regulations shall be in writing, signed by the Head of the Department and approved by the Borough.

They shall be binding on all persons subject to the jurisdiction of the department.

A written copy of such rules and regulations will be distributed to personnel of the department affected and will be posted in the department.

**SAFETY**

The health and safety of all employees is a major concern of the Borough. For the protection and welfare of employees, the Borough will insure its operations are in accordance with the safety provisions defined by the following:

PEOSHA (Public Employees Occupational Safety & Health Act)

Fire Prevention Bureau

New Jersey Department of Labor

It is essential that Borough employees perform their duties in a safe manner for the protection and welfare of all employees and that public.

Employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment.

Safety equipment issued to employees must be worn and/or used on the job. Failure to do so will result in disciplinary action for any employee and his or her supervisor. Specific safety rules for Borough employees may be developed by the Department Heads.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe conditions to their Department Head. Employees who notify their Department Head of an unsafe condition or safety hazard pursuant to this policy must complete a Report of Unsafe Conditions form to document the unsafe condition or safety hazard. Report of Unsafe Conditions forms must be completed immediately. Employees may obtain Report of Unsafe Conditions forms from the Administrator. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how minor the injury may appear, employees should immediately notify their Department Head and complete an Accident Report form. See Workers’ Compensation Policy for additional details. Such reports are necessary to comply with laws and initiate insurance and workers’ compensation benefits procedures.

The Borough has appointed a Safety Committee that meets on a regular basis to discuss and recommend solutions to safety problems. Some of the best safety improvements ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with the Department Head and/or bring them to the attention of the Mayor and Council. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. Employees will not be discharged, discriminated against or retaliated against in any way for raising a health or safety concern with the Borough or reporting a work related injury or illness.

Employees of the Department of Public Works should refer to the Public Works and Sewer Department Safety and Injury Prevention Program in addition to this policy.

**REPORT OF UNSAFE CONDITIONS**

PERSON FILING REPORT: DATE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IDENTIFY UNSAFE CONDITION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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RECOMMENDED CORRECTIVE MEASURES:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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REFERRED TO

FOR ACTION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ACTION TAKEN:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**MILEAGE**

If a Borough vehicle is not available to be used in conjunction with official Borough business and an employee must use his/her privately owned vehicle, mileage at the IRS mileage reimbursement rate per mile and toll reimbursement may be granted for Borough business. The employee’s Department Head and the Administrator must approve the mileage reimbursement request from a Borough employee before it is incurred.

An employee using his/her privately owned vehicle for Borough purposes assumes liability for his/her vehicle. All employees, who desire to use their privately owned vehicle for Borough business, must sign a statement verifying that they have a current driver's license and vehicle liability insurance in at least the minimum amounts required by state law.

Employees who receive a car allowance are not eligible for mileage reimbursement.

To receive reimbursement for mileage and tolls, employees must submit a request for reimbursement containing the following:

Date of travel;

Travel destination;

Reason for Borough travel; and

Number of miles traveled and tolls incurred on Borough business.

The request for reimbursement must be signed and dated by the employee and by the Department Head who pre-approved the reimbursement request.

**REIEMBURSEMENT OF TRAVEL EXPENSES**

The Borough will reimburse expenses incurred for authorized official travel for members of the Governing Body and Borough staff. Such reimbursement/advance payment includes payment for lodging, meals and incidental expenses pursuant to current U.S. General Services Administration (GSA) per diem rates. GSA rates are periodically updated and therefore the Borough will apply the GSA travel expenses rate applicable at the time of travel.

All travel and associated expenses pursuant to this policy must be pre-approved. No travel expenses will be paid by the Borough absent pre-approval. The Borough will abide by N.J.S.A. 40A:5-16 and 40A:5-16.1 for payment of travel expenses, including the verification and adjustment of such expenses by means of a detailed bill of items or demand and the certification or affidavit required by N.J.S.A. 40A:5-16, submitted within 10 days after completion of the travel.

In the course of planning travel, employees and members of the Governing Body are encouraged to discuss with the Administrator applicable GSA rates, specific reimbursable expenses and documentation required to be submitted.

**DEFENSE AND INDEMNIFICATION OF LEGAL ACTIONS AGAINST BOROUGH OFFICIALS, EMPLOYEES AND APPOINTEES**

The Borough recognizes that in order to attract and retain qualified officials, employees and appointees, it is necessary to provide for their defense and indemnification in civil legal actions brought against them arising from an act or omission falling within the scope of their public duties.

The Borough therefore will provide for the legal defense and indemnification of eligible Borough officials, employees and appointees, as provided by Ordinance No. 2012-12. Should Ordinance No. 2012-12 at any time be amended or deleted in its entirety, any such change will control to the extent permitted by law.

**CASH HANDLING POLICY**

A system of strong internal controls for cash collections is necessary to prevent mishandling of funds, to safeguard against loss, and to protect employees from inappropriate charges by defining responsibilities in the cash handling process. The establishment of internal controls over cash collections is necessary to prevent mishandling of funds and to safeguard against loss.

The Office of the Tax Collector is responsible for the implementation of this policy.

The Tax Office that handles the receipt of cash for any Borough related function and all employees who collect Cash on behalf of the Borough are required to be familiar with the requirements of this policy.

BONDING

Employees must be able to be bonded by the Borough insurer to handle cash. The Tax Collector, Chief Financial Officer, Deputy Tax Collector have a separate bond. All other employees are covered on a blanket bond.

GENERAL POLICY

“Cash” is considered to be any type of payment for goods or services including coin, currency, checks, and money orders. All cash received by the tax office should be entered into the Edmunds Tax Collection Module and then deposited within 48 hours of receipt.

***The Edmunds Tax Collection Module is a tool to be used. As such batches shall not be updated until Deposits are confirmed. Print the verification listing and only update when the deposit amount has been confirmed.***

The Employee who deposits cash should enter the information into Edmunds Tax Collection Module, endorse checks “For Deposit Only”, or with an equivalent endorsement and contact the Police Department to deliver the deposit within 48 hours of receipt. A copy of the deposit slip should be left with the receipts. A copy of the appropriate report should be given the Chief Financial Officer for recording.

EXHIBIT 1—DEPOSIT ENVELOPE

All deposits should be crossed checked by another employee and initialed before they are sent to the bank. Cross checking includes recounting cash and totaling the different batches on the deposit slip. All Envelopes will include the Date: Account Type: BID SEWER MISC or

TAX Clerk’s Initials Cash Amount Check Amount Total Deposit

Correct Deposit Ticket \_\_\_\_\_Yes \_\_\_\_\_No Verifying Clerk’s Initials

The verifying clerk must initial the deposit envelope verifying all information in the deposit.

SEGREGATION OF DUTIES

Cash handling operations are subject to daily supervisory review and all units are also subject surprise audits. To minimize the potential for mistakes or misappropriation of cash, the segregation of cash handling duties is recommended. The duties of collecting cash, maintaining documentation, preparing deposits, and reconciling records should be segregated among different individuals. In offices where the separation of duties is not feasible, strict individual accountability and thorough management supervision and review is required.

RETURNED CHECKS

All returned checks must be reversed in Edmunds where applicable. A returned check fee of $20.00 is to be placed on the account.

SAFEKEEPING

Employees handling cash are responsible for the safekeeping of these Borough assets. Department heads should review the cash receipt process and physical security should be emphasized to every employee involved in the cash handling process. Lockable receptacles should be burglarproof, fire-resistant, and appropriate for the amount of cash on hand. If an employee uses a combination device, the combination code should be changed at least once a year or with any turnover in related personnel. If a key is used to access the safe, the employee must ensure that the key is kept in a secure place. One copy should also be given to the Municipal Clerk. Each employee shall have separate cash boxes which must be locked and maintained at all times. Each employee is responsible for his or her cash box.

CASH HANDLING PROCEDURES

Department are responsible for ensuring that deposits are made on a timely basis and procedures are in place to monitor and control non-compliance with the Cash Handling Policy. Throughout the Borough, cash is received by Departments either by mail or in-person. The employee must ensure that all checks have the payer’s bank account and routing number encoded on the bottom, along with the bank and check number. The employee must immediately endorse all checks as “For Deposit Only”. All cash should be entered into Edmunds Tax Collection Module system as a batch. This includes bid, tax, sewer, lien and miscellaneous.

RECORDKEEPING

Employees must retain a copy of all documentation supporting the receipt of cash. Receipts should be done at the time when the cash is received.

CUTOFF

All money brought to the Tax Collector’s Office by 3 PM will be submitted for deposit for the next morning.

RECEIPTING

For in-person payments a receipt should be prepared for the payer including the payer’s name, amount of payment, method of payment (cash, check, money order, etc.), purpose of payment, date of payment, and the initials of person collecting the funds. Computer generated receipts, payment stubs, cash register receipts, or pre-numbered receipt books are acceptable forms of documentation. Cash must be counted by two individual people and initialed on the receipt by both parties. Checks and money orders must be confirmed with the written amount and dollar amount.

GUIDELINES TO MAINTAIN INTEGRITY OF CASH HANDLING AREA

The following general guidelines should be followed to help maintain the integrity of the

cash handling area:

* Unauthorized persons are not allowed in areas where Cash is handled.
* Lead Tax Clerk, Tax Clerk, Clerk, Tax Collector and Borough Clerk, are authorized to accept cash payments for TAX, BID and Sewer.
* Lead Tax Clerk, Tax Clerk, Clerk, Tax Collector, Borough Clerk, Construction Official, and Chief Financial Officer are authorized to accept cash for MISC.
* Deposits must be completed by the end of the day.
* All deposits must be verified the next morning BEFORE they are sent to the bank.
* Doors should be locked at all times in areas where cash is handled.
* Large sums of cash should be counted and handled out of sight of the general public.
* Change funds are to be kept at a minimum. Excess funds should be maintained in a locked device.
* Cash should be deposited within 48 hours of receipt. Employees should make daily entries into Edmunds Tax Collection Module and should deliver the cash to the Police Department within 48 hours.
* Cash should never be left unattended. This includes checks, and applies to cash registers, cash boxes, and cash drawers. If an employee leaves his or her work station for any reason, cash must be appropriately secured in a locked place.
* Cash should be placed in a safekeeping device, such as a safe or locked container, for overnight storage and when cash is not being used.
* Under NO circumstances should an individual commingle Borough cash with his/her own personal funds, deposit Borough funds in a personal bank account, or take Borough funds home for safekeeping.
* Checks are to be immediately endorsed “For Deposit Only” or equivalent upon receipt.

**CERTIFICATION**

For an employee to receive a one-time payment set forth below for a new Certification, that employee must comply with the following requirements:

1. Obtain the written approval of the Administrator, the employee’s supervisor, and the Council member responsible for oversight of the employee’s department prior to obtaining the Certification;
2. Provide proof that the Certification is directly related to the employee’s position with the Borough; and
3. Provide proof that the Certification is approved by or recognized by the State of New Jersey.

Any employee who receives any new Certification not meeting the above conditions will not be eligible for the one-time payment.

Any employee who meets the above criteria and receives an additional Certification shall receive a one-time payment in the sum of $500.00 which shall be thereafter forfeited if the employee fails to maintain the Certification.

**SMOKING PROHIBITED**

In accordance with State law, smoking is prohibited in all Borough buildings. Smoking is regarded as a poor health habit which detracts from performance and is often offensive to co-workers and/or citizens.

While the Borough cannot regulate employee conduct off the job or outside of work hours, it is the Borough’s responsibility, pursuant to State law, to provide a workplace free of exposure to hazardous substances. Employees who desire to smoke must remove themselves to designated areas outside of Borough buildings. Employees may not smoke outside entrances to Borough buildings used by the public. Smoking inside vehicles owned by the Borough or near equipment that may be sensitive to smoke is also prohibited.

Smoking shall not interfere with the employee’s productivity. Employees must use designated break times for smoking. All employees are expected to abide by this policy while at work. Failure to comply will result in disciplinary action up to and including termination of employment.

**POLITICAL ACTIVITY**

Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations.

PROHIBITED ACTIVITIES

In accordance with State law, employees are prohibited from engaging in political activities during working hours, on municipal property or while performing their public duties and from using Borough time, supplies or equipment in any political activity. Political activities include, but are not limited to, advocating the election or appointment of any candidate for office, verbally or otherwise, and soliciting funds for campaigns or campaign materials. No Borough officer or employee shall directly or indirectly use or seek to use his or her authority or official influence to control or modify the political action of another person.

No municipal official shall solicit payments or contributions from Borough employees for political campaign purposes. Solicitation for political contributions or financial support by or of Borough employees shall not be permitted on municipal property.

In accordance with the Hatch Act and federal regulations, an employee whose principal employment is with a program financed in whole or in part by Federal funds or loans shall not:

* be a candidate for public office in a partisan election. This provision does not apply to the elected head of an executive department or an individual holding elective office, where that office is the sole employment connection to federally funded programs.

• use his/her official authority to influence to interfere with or affect election results or nominations for office.

• directly or indirectly coerce contributions from any Borough employee to support a political party or candidate.

Violations of either State or Federal laws are serious matters and such violations should not be taken lightly. Any employee engaging in such political activities during working hours will be subject to disciplinary action up to and including termination of employment.

Employees should report any violation of this policy to the Administrator. Any employee who has any questions about political activity laws should refer them to the Administrator in writing. For additional information, see Borough Communications on Religious and Political Matters policy.

PERMISSIBLE ACTIVITIES

Nothing in this section shall be construed to prevent Borough employees from (1) becoming or continuing to be members of any political party, club or organization, (2) attending political meetings, (3) expressing their views on political matters, or (4) voting with complete freedom in any election. Employees, however, who engage in political activities during non-working hours must not represent themselves as spokespersons for the Borough.

**SOLICITATION**

In an effort to assure a productive and harmonious work environment, persons not employed by the Borough may not solicit or distribute literature in the workplace at any time for any purpose.

The Borough recognizes that employees may have interests in events and organizations outside the workplace. Employees, however, may not solicit or distribute literature concerning these activities during work time. Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.

In addition, the posting of written solicitations on Borough bulletin boards is restricted. These bulletin boards display important information, and employees should consult them frequently for, among other things:

* Employee announcements
* Internal memoranda
* Job openings
* Borough announcements
* Payday notice
* Workers’ compensation insurance information
* State disability insurance/unemployment insurance information.

The Borough reserves the right to remove material it deems inappropriate from its bulletin boards.

If employees have a message of interest to the workplace, they may submit it to their Department Head for approval. All approved messages will be posted by the Department Head or his or her designee.

**SECURITY**

The Borough makes every effort to provide for employees’ safety and security while at work. The Borough, however, does not accept responsibility for the protection of employees’ personal property.

The Borough maintains a work environment that is free of illegal drugs, alcohol, unauthorized firearms, explosives, or other improper materials. To this end, Borough prohibits the possession, transfer, sale, or use of such materials on its premises. The Borough requires the cooperation of all employees in administering this policy.

Desks, lockers, other storage devices, and Borough vehicles may be provided for the convenience of employees but they remain the sole property of the Borough. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Borough at any time, either with or without prior notice. Any keys must be given to the Department Head or the Administrator.

The Borough may conduct video surveillance of workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence. Additionally, the Borough may monitor employee telephone conversations and/or e-mails. Employees should not have any expectation of privacy in their workplace area, employee telephone conversations, voice mail, internet and e-mail usage.

Security is everyone’s responsibility. If any employee sees or suspects that an individual is breaching security, it is the employee’s responsibility to notify his or her Department Head immediately. Employees who fail to report a breach of security or a suspected breach of security shall be subjected to disciplinary action up to and including termination. In the event a serious incident occurs, employees must report it to their Department Head promptly. The following are examples of serious incidents that should be reported immediately.

* Any accident which results in the injury of a citizen or vendor while on the premises.
* Any incident in which physical force is either used by or against an employee.
* Any incident which involves a crime, or an attempt to commit a crime, such as robbery or the theft of money.
* Any incident in which a serious unfavorable reaction from the public might be expected.
* The loss of Borough keys.
* Any other incident, which an employee believes is of a nature that it should be brought to the attention of the Department Head without delay.

Employees who notify their Department Head of an incident pursuant to this policy must complete an Incident Report form to document the incident. Incident Report forms should be completed immediately, but in no event more than one working day after the incident. Employees may obtain Incident Report forms from their Department Head or the Administrator.

**INCIDENT REPORT**

(PLEASE PRINT CLEARLY)

DATE OF INCIDENT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TIME OF INCIDENT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE OF REPORT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TIME OF REPORT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LOCATION OF INCIDENT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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NAME SIGNATURE

**INCIDENT REPORT (cont’d)**

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REVIEWED BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**CONDUCT**

Common courtesy is a must to the customers, residents and owners of homes and businesses in Palmyra, as well as to other employees. The Borough and all of its employees recognize that the people of the Borough expect and are entitled to receive the highest quality service. The Borough and its employees will cooperate with each other to provide such services. Employees must not work in a manner that willfully obstructs another employee from completing his or her assigned duties. Every Borough employee, including supervisory employees, will maintain the present level of productivity and will always strive to increase their level of productivity thus enabling the Borough to continue to improve services to the citizens of the community. All Borough employees will perform to the best of their ability, strive to be conscientious and to conduct themselves appropriately and to treat others with respect and courtesy.

It is the duty of all employees of the Borough to deal with the public and fellow employees in a pleasant and courteous business-like manner. If employees conduct themselves in a manner contrary to the provisions stated above, they may be subject to disciplinary action.

**APPEARANCE**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Borough presents to customers and visitors.

During business hours or when representing the Borough, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

Your supervisor or Department Head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

* Shoes must provide safe, secure footing, and offer protection against hazards.
* Tank tops, tube or halter tops, or shorts may not be worn under any circumstances.
* Hairstyles are expected to be in good taste.
* Unnaturally colored hair and extreme hairstyles, such as spiked hair, does not present an appropriate professional appearance.
* Offensive body odor and poor personal hygiene is not professionally acceptable.
* Perfume, cologne, and aftershave lotion should be used moderately or avoided altogether, as some individuals may be sensitive to strong fragrances.
* Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.

Consult your supervisor if you have questions as to what constitutes appropriate appearance. When necessary, reasonable accommodations may be made for a person with a disability.

Although the Borough believes its personal appearance expectations are flexible enough to accommodate all religious beliefs, if you believe that you require an accommodation due to your religious belief, you should discuss that request with your supervisor. The Borough will make any reasonable accommodations due to an employee’s religious beliefs that do not create an undue hardship or are a safety risk to you or any other employee.

**ALCOHOL AND DRUG-FREE WORKPLACE**

**(Including Alcohol/Drug Testing)**

The Borough of Palmyra is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Borough employee improperly consumes alcohol or illegally uses drugs on the job, comes to work under their influence, or possesses, distributes or sells alcohol or drugs in the workplace. Therefore, the Borough has established the following policy:

* It is a violation of Borough policy for any employee to possess, manufacture, distribute, sell, trade, or offer for sale alcohol or illegal drugs or otherwise engage in the consumption of alcohol or illegal use of drugs on Borough premises, in Borough vehicles, or while on Borough business or during working hours.
* It is a violation of Borough policy for anyone to report to work under the influence of or exhibit signs of consumption of alcohol, illegal drugs or illegally used prescription drugs. (Nothing in this policy, however, precludes the appropriate use of legally prescribed medications).

Violations of this policy are subject to disciplinary action up to and including termination.

Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who may have an alcohol or drug problem to seek help.

EMPLOYEES EXCLUDED FROM POLICY

In keeping with U.S. Department of Transportation requirements, the Borough has adopted testing practices for applicants for positions that require a Commercial Driver’s License (“CDL”) and for employees holding Commercial Drivers Licenses ("CDL") to identify persons who improperly consume alcohol or use illegal drugs either on or off the job. All applicants for positions that require a CDL license and all employees whose job requires them to possess a CDL license shall be excluded from this Alcohol and Drug-Free Workplace policy. Instead, they are covered by the Borough’s Drug and Alcohol Policy for Employees Required to Possess a Commercial Driver's License.

All drug testing of police officer applicants and employees shall be in accordance with the New Jersey Attorney General’s Law Enforcement Drug Testing Policy.

DRUG AND ALCOHOL TESTING

The Borough adopts post-offer/pre-employment drug testing, reasonable suspicion drug and alcohol testing, post-accident and follow-up drug and alcohol testing. Drug testing will be conducted through split-sample urinalysis, while alcohol testing will be conducted through breath or saliva screening. Testing will be conducted by an independent medical facility chosen by the Borough.

The Borough adopts NIDA cutoff standards to determine positive results for initial and confirmation drug tests. An alcohol concentration of 0.04% or greater constitutes a positive alcohol screening test.

If an employee receives a positive drug test result, the employee can request a second drug test from a split sample at the employee’s own cost. If the results of the second test conflict with the first, the employer will schedule a third and final test at a mutually agreed independent medical lab. All parties will be bound by the result of the third and final test. Both parties will share the cost of the third test. If a false positive test result is proven to have occurred, the cost of the second test and one-half of the cost of the third test will be reimbursed to the employee.

A. Pre-Employment Drug Testing

All job applicants extended a conditional offer of employment for a position with the Borough will undergo testing for the presence of illegal drugs as a condition of employment. Job offer letters will advise all applicants that pre-employment drug screening will be required and that the job offer is made contingent upon, among other things, passing the drug screening.

Any applicant with a confirmed positive test result will be denied employment. The Borough will not discriminate against applicants for employment because of a past history of alcohol or drug abuse. Therefore, individuals who have failed a pre-employment drug test may initiate another inquiry with the Borough after a period of no less than six months, but must present themselves drug-free. The Borough will cover the cost of pre-employment drug testing.

1. Reasonable Suspicion Drug and Alcohol Testing

All employees must submit to alcohol and/or drug testing when there is reasonable suspicion to believe that an employee is under the influence of alcohol or using illegal drugs. The Borough will cover the cost of reasonable suspicion drug and/or alcohol testing.

C. Post-Accident Alcohol and Drug Testing

All employees must submit to alcohol and/or drug testing when an employee is involved in an on-the-job accident where personal injury or damage to Borough property occurs. The Borough will cover the cost of post-accident drug and/or alcohol testing.

D. Follow-Up Alcohol and Drug Testing

All employees must submit to alcohol and/or drug testing where employment has been conditioned upon remaining alcohol or drug free following treatment. The employee will cover the cost of follow-up drug and/or alcohol testing.

REFUSAL TO TEST

Any employee who refuses to comply with a request for alcohol and/or drug testing shall be considered as having produced a positive test result and will be discharged. Any employee who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be terminated. If the laboratory detects that a substance has been added to the sample to interfere with the normal testing process, the employee will be deemed to have refused to test and the same sanctions will apply.

PRESCRIPTION DRUGS

Prescription drugs must not be used by any person other than the individual to whom it is prescribed. Prescribed drugs and over-the-counter drugs should be used only as prescribed or indicated. Employees are prohibited from consuming or being under the influence of prescription drugs that are not prescribed in their name on Borough property or while performing Borough business. Soliciting or distributing prescription drugs for or to other employees is also strictly prohibited.

If an employee takes an over-the-counter medication or a prescribed drug, the employee must consult his or her prescribing medical professional to determine whether the drug may have an adverse effect on his or her personal safety or job performance while at work. If the effects of the medication could pose a danger to the employee's safety, or the safety of a co-worker or any other person, or otherwise impair the employee's ability to perform his or her job, the employee must inform the Administrator. The Administrator is required to maintain the confidentiality of any information regarding an employee’s medical condition.

The Administrator may require the employee to produce acceptable medical documentation of the employee’s ability to safely and properly perform all of their job duties. Failure or refusal by an employee to properly inform the Administrator or to produce acceptable medical documentation, upon request, may result in discipline, up to and including termination of employment.

RIGHT TO INSPECT

Pursuant to its independent authority as an employer, the Borough reserves the right to inspect, investigate, and search for controlled substances at any time, with or without prior notice, on or in any and all Borough premises and vehicles. Borough premises include Borough offices, work locations, desks, parking lots and any vehicle engaged in Borough operation. Searches of Borough premises, including personal effects when entering Borough premises and employee vehicles parked at Borough premises, may be conducted pursuant to a lawful investigation. Employees have no expectation of privacy regarding illegal drug activities.

Refusal to cooperate with any inspection, investigation, or search that is authorized by a Borough representative will result in termination of employment. The Borough may take into custody any alcohol found on Borough premises and use it as evidence in disciplinary proceedings. Illegal drugs will be confiscated and turned over to law enforcement officials as appropriate. Employees who refuse to comply with a lawful legal investigation as described in this policy will be subject to discipline, up to and including termination.

REHABILITATION

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive and alcohol/drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the improper consumption of alcohol or illegal use of drugs is incompatible with employment with the Borough. Therefore, the Borough strongly encourages an employee with a drug/alcohol abuse problem to voluntarily step forward to tell the Administrator or any other management representative with whom the employee feels comfortable.

The Borough recognizes the health implications of alcohol abuse and drug use on its employees and considers it a treatable illness. As with other illnesses, the Borough’s primary objective is to assist in the employee's rehabilitation. The Borough designed this policy to encourage employees to voluntarily seek help for any substance abuse problems.

An employee may voluntarily admit to the Borough, through the Administrator or any other supervisory employee with whom the employee feels comfortable, that he or she has an alcohol or substance abuse problem without fear of discipline or discharge. Upon admission of an alcohol or substance abuse problem, the Borough will provide the employee with information on where he or she may seek counseling and the individual will immediately enroll himself or herself in a rehabilitation program. The costs of counseling may be covered by the employee's medical insurance. If not, the cost of outside services is the employee's responsibility.

An unpaid leave of absence will be granted for rehabilitation and treatment consistent with applicable law. The Borough will not take disciplinary action against an employee who voluntarily admits having an alcohol or substance abuse problem.

It is crucial to note that the accommodations in this section apply only when an employee voluntarily comes forward. If a substance abuse problem is disclosed to the Borough only after there has been (1) an alcohol or drug test scheduled, (2) a violation of a Borough policy, rule or standard, (3) a violation of law, or (4) a violation of this policy, the Borough will not consider the employee to have voluntarily come forward.

Upon return to work, as part of the rehabilitation program, if, following an individualized assessment, follow-up testing is necessary to ensure that the employee poses no safety risk to himself/herself or others in the workplace, the Borough may require an employee to submit to follow-up drug and alcohol testing.

As a condition of employment, employees must abide by the terms of this policy and must notify the Administrator in writing of any conviction of a violation of a criminal drug statute, whether or not the violation occurred in the work place, no later than five (5) calendar days after the conviction.

RESPONSIBILITY

The Borough Administrator or designee will be responsible for the overall implementation of the Borough’s Alcohol and Drug-free Workplace Policy. Among other things, the Borough Administrator or designee will select a qualified laboratory to perform the appropriate drug and/or alcohol screening tests and require drug and/or alcohol screening tests in accordance with this policy.

**COMMUNICATION MEDIA**

The availability and use of the personal computer, access to the Internet and use of e-mail and other electronic messaging devices within the work environment has provided many opportunities to enhance productivity and effectiveness. These new technologies also entail the opportunity for rapid transfer and broad distribution of sensitive information that can have damaging effects on the Borough and employees using these electronic systems. Therefore, all Borough employees must abide by the guidelines set forth in this policy when using personal computers, services of external databases and information exchange networks, and voice mail, mobile digital terminals and related electronic messaging devices.

DEFINITION

Electronic Messaging Device (“EMD”): EMDs include personal computers (including laptops and tablets), electronic mail systems, voice mail systems, telephones, cellular phones, smart phones, paging systems, text messaging systems, instant messaging systems, electronic bulletin boards and Internet services, mobile digital terminals and facsimile transmissions or any other communication media devices.

GENERAL PRINCIPLES

* 1. Except as provided within this policy, use of any EMDs for personal use is prohibited by the Borough. The Borough’s policies do not preclude use of the Borough EMDs for communications among or with union representatives or members concerning the employee’s terms and conditions of employment, for mutual aid or protection~~.~~, collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided that such communications do not unreasonably interfere with the performance of the employee’s job duties during working hours. Lengthy communications or communications requiring more than an employee’s brief dedication of attention shall be done during non-working hours.

2. All EMD communications are public records subject to possible disclosure to the public pursuant to the provisions of the Open Public Records Act. Employees should always ensure that the business information contained in EMDs is accurate, appropriate, ethical and lawful.

3. Transmission of electronic messages and information on communication media provided to employees must be treated with the same degree of propriety and professionalism as official written correspondence. Borough supplied e-mail accounts and Internet IDs should not be used for anything other than Borough-sanctioned communications.

4. Correspondence via e-mail is not guaranteed to be private. Confidential e-mails should not be sent without encryption or password protection. If the Borough determines that encryption software is appropriate, encryption software must be provided or approved by the Department Head. The Department Head must be given a copy of all passwords, and encryption and decryption "keys."

5. Use of EMDs will be monitored for security and/or management reasons. Users are subject to limitations on their use of such resources.

6. The distribution of any information through EMDs is subject to all policies and procedures applicable to dissemination of information by non-electronic means. The Borough reserves the right to determine the suitability of this information.

7. No employee shall access any file or database unless they have a need and a right to such information. Additionally, personal identification and access codes must not be revealed to an unauthorized source.

8. To avoid any breaches of security, employees must log off any personal computer which has access to the Borough’s computer network, electronic mail system, the Internet or sensitive information whenever they leave their workstation.

USAGE RULES

The Borough prohibits any employee using Borough EMDs resources from:

1. Viewing, downloading and/or transmitting materials (other than as required for law enforcement business) that involve the use of obscene, hateful or other objectionable materials; viewing, downloading and/or transmitting any material that is obscene or defamatory or which is intended to annoy, harass or intimidate another person; viewing, downloading and/or transmitting sexually-explicit images or messages, ethnic slurs, racial epithets or anything which could be construed as harassment or as disparaging of others, whether or not a recipient has consented to or requested such material;

2. Violate policies prohibiting discrimination, harassment, retaliation, workplace violence or sexual harassment;

3. Sending or receiving e-mails that are unrelated to Borough business activities except as provided above;

4. Soliciting business for personal gain or profit or gambling;

5. Soliciting for religious, political, charitable or other causes, unless the employee conducts such solicitation as part of their job responsibilities;

6. Using EMDs for any illegal or fraudulent purpose;

7. Representing personal opinions as those of the Borough;

8. Making or posting defamatory, vulgar, obscene or threatening remarks, proposals, or materials;

9. Uploading, downloading, or otherwise transmitting commercial software or any copyrighted materials belonging to parties outside of the Borough, or licensed to the Borough. Employees must observe the copyright and licensing restrictions of all software applications and must not copy software from internal or external sources unless legally authorized. The Borough may remove any software for which proof of licensing (original disks, original manuals and/or license) cannot be provided;

10. Downloading or installing any software or electronic files (including sound and video files and files attached to e-mail messages), software, or other materials from the Internet or other external sources onto any computer without the prior approval of the Department Head. After receipt of approval from the Department Head, and before being entered into any personal computer, drive and/or shared system, material installed/downloaded must be scanned for viruses with virus protection software approved by the Borough. In no case shall external materials or applications be downloaded directly to any shared (network) drive without consulting the Department Head;

11. Making any hardware modifications, enhancements or additions to Borough owned equipment without the prior approval of the Department Head. The Department Head is responsible for determining proper installation procedures if approved;

12. Intentionally interfering with the normal operation of the Borough’s computers and/or network, including the propagation of computer viruses and sustained high volume network traffic which substantially hinders others in their use of the network;

13. Revealing or publicizing confidential Borough information. Confidential, proprietary or sensitive information may be disseminated only to individuals with a need and a right to know and when there is sufficient assurance that appropriate security of such information will be maintained. Such information includes but is not limited to the transmittal of personnel information, such as social security numbers, complaints, grievances, misconduct, disciplinary information, medical records or related information. In law enforcement operations, confidential, proprietary or sensitive information also includes criminal history information, confidential informant identification, and intelligence and tactical operations files.

14. Examining, changing or using another person's files, output, or user name without explicit authorization;

15. Sending anonymous e-mail messages;

16. Refusing to cooperate with a security investigation;

17. Attempting to break into the computer system of another organization or person;

18. Sharing or stealing passwords or permitting unauthorized persons to use the Borough’s electronic mail system;

19. Sending or posting messages that defame or slander other individuals;

20. Misrepresenting, obscuring, suppressing or replacing user’s identity on an EMD.

21. Performing any other inappropriate uses;

22. Wasting time on non-Borough business, including playing games on the internet or "surfing" the Web on Borough time.

23. Use of private e-mail accounts for Borough business or during work time.

NO EXPECTATION OF PRIVACY

Employee communications transmitted via the Borough’s EMD equipment are not private to that employee. Employees shall use computer equipment and on-line access for Borough purposes only. As detailed within the Borough’s “No Expectation of Privacy Policy” within this Manual, the Borough reserves the right to monitor, obtain, review and disclose all e-mail messages, computer files, voice mail, Internet messages on Borough EMDs as deemed necessary and appropriate by it. EMD equipment and its contents, and all information gathered via on-line resources belong to the Borough. Additionally, all information stored on Borough computers belongs to the Borough. Personal material and electronic data must not be created or stored on the Borough’s computers.

All data stored on and/or transmitted through Communication Media is the property of the Borough. For purposes of this policy, “Data” includes “electronically-stored files, programs, tables, data bases, audio and video objects, spreadsheets, reports and printed or microfiche materials which serve a Borough business purpose, regardless of who creates, processes or maintains the data, or whether the data is processed manually or through any of the Borough’s mainframe, midrange or workstations; servers, routers, gateways, bridges, hubs, switches and other hardware components of the Borough’s local or wide-area networks.

The Borough’s computer system captures “screen shots” of (1) all communications using the Borough’s computers, even if not connected to the Borough’s internet service system and even if using a personal e-mail account and (2) all communications using the Borough’s e-mail system, even if created on a non-Borough owned computer. The Borough may inspect all computers and information at any time as necessary for the conduct of its business. Law enforcement EMD is subject to additional restrictions.

The Borough retains the right to monitor all on-line communications to ensure that employees pursue only appropriate business purposes. Monitoring may include, but is not limited to, review of e-mail content and attachments, e-mail addresses, tracking Internet sites visited by each user, the frequency and time spent on the Internet by each user, blocking access to certain types of sites, and ensuring compliance with this Policy. Employees must have no expectation of privacy in any EMD equipment or its contents.

By using Borough EMDs, each user agrees that the Borough has unrestricted access and the right to disclose all information communicated or stored on the EMDs for any security, health, employment or other legitimate business reasons. Legitimate reasons also include systems maintenance, message routing, retrieval of business information, trouble-shooting hardware and software problems, preventing system misuse, protecting confidential proprietary information, insuring compliance with software license policies and complying with legal and regulatory requests for information.

The existence of passwords does not restrict or eliminate the Borough’s ability or right to access electronic communications. Deleting or erasing e-mail, computer files and/or discs, or messages from communication devices does not guarantee that the information contained therein is deleted or that it is otherwise not recoverable. Accordingly, employees should not use Borough EMDs to send, receive, or store any messages or information that they wish to keep private.

ADDITIONAL RESTRICTIONS

Employees are prohibited from releasing or disclosing any photographs, pictures, digital images of any crime scenes, traffic crashes, arrestees, detainees, people, or job related incident or occurrence taken with the Township’s EMDs to any person, entity, business or media or Internet outlet whether on or off duty without the expressed written permission of the Business Administrator. Except in “emergency situations,” employees are prohibited from taking digital images or photographs with media equipment not owned by the Township. For the purposes of this section, an “emergency situation” involves a sudden and unforeseen combination of circumstances or the resulting state that calls for immediate action, assistance or relief, and may include accidents, crimes and flight from accidents or crimes and the employee does not have access to the Township’s EMD. If such situation occurs, employee agrees that any images belong to the Township and agrees to release the image to the Township and ensure its permanent deletion from media device upon direction from the Township.

REPORTING VIOLATION OF POLICY

Employees learning of any misuse of the Borough’s Internet access or e-mail resources shall notify the Administrator. Users who violate this policy may be subject to disciplinary action up to and including termination of employment. The Borough also retains the right to report any illegal violations to the appropriate authorities.

The Borough does not require an employee to provide their password to a personal (as distinguished from a Borough) e-mail or social media account. **Promptly report any demand for the password to your personal email or social media account to the Borough Administrator, Mayor or Clerk.**

ELECTRONIC COMMUNICATIONS & OPEN PUBLIC MEETINGS/RECORDS

For additional information regarding electronic communications to and among members of the governing body and compliance with the Open Public Meetings Act, see Open Public Meetings Act and Communications with the Governing Body Policy.

Employees are advised that conducting work-related business via personal email, cell phone, or other personal EMD, is also subject to the provisions of the Open Public Records Act.

**SOCIAL MEDIA**

OFF-DUTY USE OF SOCIAL MEDIA

Employees may maintain personal webpages, websites, blogs and electronic social networking activities (referred to collectively as “social media”) on their own time, using their own facilities. Examples of social media include, but are not limited to, Facebook, YouTube, Myspace, Twitter, etc. In general, the Borough considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas as long as they do not violate Borough rules or policies.

PROHIBITED MATERIAL ON SOCIAL MEDIA

Employees are accountable for their actions and statements which have an impact on others. A social media site is a public place. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Employees must not make comments or otherwise communicate about coworkers, supervisors, members of the governing body, vendors, suppliers, residents or any other third party with whom they interact in the course of the work day in a manner that is obscene, threatening, intimidating, harassing, libelous, or discriminatory on the basis of another person’s (actual or perceived) membership in a class protected by law or because of that person’s association with a member of a class protected by law including another’s age, race, religion, sex, sexual orientation, gender identity or expression, genetic information, disability, national origin, ethnicity, citizenship, marital status or pregnancy.

No employee shall misrepresent themselves as a spokesperson of the Borough, post any comment , text, photo, audio, video or other multimedia file that negatively reflects upon the Borough, expresses views that undermine the public trust or is insulting or offensive to other individuals or to the public in regard to a person’s membership within a classification protected by law or a person’s association with a member of a protected class.

Guidelines for communicating through social media are the same as the values, ethics, confidentiality and workplace policies employees are expected to abide by whether talking to or communicating with other employees, supervisors, members of the governing body, vendors, suppliers, residents or any members of the public. Employees are expected to abide by all workplace policies and rules when engaging in social media communication. The Borough reserves the right to investigate any communication, private or public, that violates workplace policies and rules, including but not limited to, the prohibition of harassment and discrimination on account of any protected classification, where such postings are lawfully made available to the Borough by other employees or third parties.

Depending upon the circumstances, the posting of words, phrases, photographs, images or any kind of information on a personal web site that adversely reflects on the employee’s fitness for duty or constitutes a violation of the Borough’s personnel policies may be grounds for the imposition of disciplinary action.

Employees must respect the laws regarding copyrights, trademarks, rights of publicity and other third-party rights. To minimize the risk of a copyright violation, employees should provide references to the source(s) of information used and cite copyrighted works identified in online communications.

POST DISCLAIMERS

If employees identify themselves as Borough employees, or if they discuss matters related to the Borough on a social media site, the site must include a disclaimer on the front page, stating that it does not express the views of the Borough, and the employee is expressing only their personal views. Employees are prohibited from representing themselves as a spokesperson for the Borough. For example: “The views expressed on this website/web log are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each posting that is expressing an opinion related to the Borough or the Borough’s business with the exception of postings and social media communications by employees engaging in protected concerted activities. Notwithstanding, employees are encouraged to exercise extreme caution when posting photographs of themselves in uniform or in situations where they can be readily identified as Borough employees. Employees must keep in mind that, if they post information on a social media site that is in violation of Borough policy and/or federal, state or local law, the disclaimer will not shield them from disciplinary or other action. However, no retaliation or discipline will result if and when employees are engaging in protected concerted activity, and/or choose to report inappropriate social media activities to the Borough. Please see the Borough’s Complaint Procedure for reporting violations.

CONFIDENTIALITY

Employees must not reveal or publicize confidential Borough information, including, but is not limited to, personnel information, such as social security numbers, medical records or related information. In law enforcement operations, confidential, proprietary or sensitive information also includes criminal history information, confidential informant identification, and intelligence and tactical operations files. Employees are also prohibited from posting any internal work documents to social media sites. Prohibited social media activities include, but are not limited to, posting screenshots of computer stations, pictures of monitors and/or actual documents themselves containing confidential or internal Township information. When in doubt, ask before publishing.

Violations of the Borough’s policies on the use social media will subject the employee to discipline, up to and including immediate termination.

Nothing in these policies is designed to interfere with, restrain or prevent employee communications regarding wages, hours, or other terms and conditions of employment. Borough employees have the right to engage in or refrain from such activities.

**VIDEO SURVEILLANCE**

The Borough may install video surveillance camera systems within public buildings and throughout public areas within the Borough, primarily as visual deterrents of criminal behavior and for the protection of employees and municipal assets. In implementing these video camera systems, the Borough will ensure compliance with federal, state and local laws governing such usage.

The Borough’s video surveillance camera systems are a significant tool to which the employees of the Borough will avail themselves in order to complete the goals and objectives of the Borough. Employees are only permitted to use the video surveillance camera systems for a legitimate purpose and with proper authorization. The Borough’s designee will be responsible for authorization of users. The improper use of these systems can result in discipline up to and including termination.

No employee is permitted to view, continually watch, search, copy or otherwise use one of the Borough’s video surveillance camera systems or tamper with access, archive, alter, add to, or make copies of any data that has been recorded and stored within any of these systems without (1) a specific legitimate purpose and (2) permission from the Administrator or Chief of Police.

The Borough shall designate a person to be responsible for the maintenance and administration of the video surveillance camera system. Such designee will be responsible for maintaining a user access log detailing the date and name of individuals who view/access a stored recording.

Any employee who becomes aware of any unauthorized disclosure of a video record in a contravention of this policy and/or a potential privacy breach has the responsibility to ensure that the Administrator or Chief of Police is immediately informed of such breach.

**NO EXPECTATION OF PRIVACY**

Employees shall have no expectation of privacy in any vehicle, equipment, area, office, work station, desk or other area of the Borough’s property. Employees shall also have no expectation of privacy whatsoever in any message, file, data, document, facsimile, or any other kind or form of information transmitted to, received from, or stored on any electronic information system owned, leased, used, maintained, moderated or otherwise operated by the Borough. The Borough reserves the right to monitor or access, in its sole discretion, these items and areas with or without cause or notice to the employee. In addition, the Borough reserves the right to search any vehicle, equipment, office, desk, files, or any other area or article on Borough premises.

The use, creation or change of any password, code, or any method of encryption, or the capacity to delete or purge files or messages, whether authorized or unauthorized by the Borough, does not give an employee any expectation of privacy in any message, file, data, document, communication, facsimile, or other kind of information transmitted to, received from, or stored on any electronic information system owned, leased, used, maintained, moderated or otherwise operated by the Borough. The use of any lock or other mechanism, whether authorized or unauthorized by the Borough, shall not be understood to give an employee any expectation of privacy in any area, office, work station, desk or other area of the Borough’s property.

The Borough also reserves the right to install and use monitoring devices such as GPS tracking devices, cameras or other means of monitoring or surveillance on any Borough vehicle or equipment without cause or notice of any kind for purposes related to determining the location of its equipment and, during working hours, Borough personnel. The Borough also reserves the right to use monitoring or surveillance devices to determine if its equipment is used for, or, during working hours, personnel are engage in unlawful activities, violation of Borough policies, the Borough’s rights or the rights of others. All vehicles, equipment, offices, desks, files, and so forth, are the property of the Borough and are issued for use by employees only in connection and during their employment with the Borough. Inspections or monitoring may be conducted at any time at the discretion of the Borough. Information, data, video or other recording, collected by the Borough as a result of such monitoring may be used for disciplinary or law enforcement purposes. This policy does not limit, impact or change lawful monitoring conducted by law enforcement authorities or the Borough’s monitoring of an employee’s off duty conduct to determine violation of Borough policies pertaining to leave verification, fraud or other lawful monitoring purpose. Absent a legitimate investigatory purpose, the Borough’s monitoring or surveillance of Borough personnel will not specifically seek to target details regarding an employee’s personal life.

**CONFIDENTIALITY**

In the course of working for the Borough, individuals, including employees, contractors, directors, temporary agency workers, consultants and vendors, will become aware of information which is confidential to the Borough. Individuals who breach their obligation to treat or maintain confidential information as such may be subject to disciplinary action up to and including termination of employment or engagement and may also face civil and/or criminal sanctions.

‘Confidential Information’ is information not publicly known including non-public personnel information, information or material addressed during and the content of closed session meetings or hearings, and communications by or with any lawyer retained by the Borough or legal opinions and documents provided by any lawyer retained by the Borough. Confidential information also includes such items as social security numbers, driver's license numbers and other personal identification numbers.

During the course of working for or with the Borough, and thereafter when the relationship with the Borough has come to an end, employees and relevant non-employees must not disclose to any person or persons, any Confidential Information unless s/he is properly authorized do so in writing by someone with the appropriate authority to give that authorization.

All employees and relevant non-employees are responsible and will be held accountable for following proper security procedures for the protection of Confidential Information including:

(a) requesting and providing access to information and systems only if necessary for job performance;

(b) reporting security violations to the Borough Administrator;

(c) protecting passwords, sensitive telephone numbers and access codes from disclosure; and

(d) using only those work-related functions and systems that are formally authorized.

Any employee receiving confidential information from outside the Borough is responsible for maintaining the confidentiality of the information received and ensuring that the information is properly secured/stored to prevent unauthorized access.

Confidential information contained on paper or electronic media (cds, discs), when being disposed, must be done by means of shredding.

Upon termination of employment or the conclusion of an engagement, employees and non-employees (who had access to or possessed Confidential Information) are responsible for returning or procuring the return of all Confidential Information and other Company property. They must inform the Borough Administrator as to which access codes and information resources they had access to.

Employees are obligated to report any actual or suspected breach of this policy.

**TELEPHONE USAGE**

BOROUGH TELEPHONES

Telephones are only to be used for the daily business of the Borough. Personal calls should be limited to occasional, brief, reasonable use. Collect calls are not permitted and will not be accepted.

Office telephones should be staffed at all times during the work day. Telephones should be answered promptly and courteously. The employee should identify the Department (or Office) and him- or herself by name.

All employees are responsible for:

● restricting personal calls including personal calls made on cellular telephones during business hours to occasional, brief reasonable use;

● primarily confining personal calls to lunch and rest periods;

● spending as little time as possible on any personal call whenever made during business hours;

● using a personal cellular telephone or coin-operated telephone for a personal call whenever such a phone is available;

● ensuring that the Borough is not obliged to bear the cost of any personal calls made by the employee on a Borough telephone. Employees may:

* Use a personal cellular telephone or coin-operated telephone.
* Charge the call to a home phone.
* Charge the call to a personal credit card.
* Reverse the charges (calling collect).
* Log the time and destination of the call to establish personal accountability for accepting future charges.
* Discourage personal incoming calls.

Employees may be subject to discipline, up to and including discharge, if they abuse the Borough's telephones for personal business.

PERSONAL CELLULAR TELEPHONES

Personal cellular telephones may be used for personal calls and/or personal messaging during working hours. Personal calls/messaging on cellular telephones during work hours must not amount to more than occasional, brief use.

Borough employees should make every effort to confine personal use of all cellular telephones to authorized break times or lunch or meal periods and only in authorized areas. Employees shall not take photographs, video recordings and or sound recordings without the prior written approval of the Department Head while on Borough premises or while performing Borough business.

BOROUGH-ISSUED CELLULAR TELEPHONES

All cellular telephones, service plans, and related equipment, including but not limited to, earpieces, headsets, hands free car kits, power chargers, power adapters, batteries, cases, belt clips, etc., funded and purchased by and/or through the Borough are Borough property. This includes all portable telephones, analog or digital, vehicle mounted telephones, and Nextel type telephones.

Employees must insure that the equipment assigned and entrusted to them is not lost, damaged, misused, or destroyed. Employees must protect the equipment from theft, damage, destruction, misuse and tampering. The employee shall reimburse the Borough for any lost, damaged misused, and/or destroyed equipment.

Borough provided cellular equipment assigned to the employee is intended for the authorized use by the employee and is not intended for the use by non-Borough employees or any other unauthorized individuals. The employee must insure that all Borough-provided cellular equipment is not used in an unauthorized manner and is not used by any non-Borough employee or by any other unauthorized individuals.

Use of Borough provided cellular telephones is strictly limited to use by Borough employees for conducting official Borough business. Personal use of Borough provided cellular telephones shall be strictly limited to occasional, brief use.

Employees shall reimburse the Borough, on a monthly basis, for all costs associated with any personal use of Borough provided cellular telephones. The Borough will carefully monitor and review all of their employees’ cellular telephone usage invoices, including personal usage.

Employees are strictly prohibited from making or receiving collect calls, credit card calls, using \*69, directory assistance or any other such phone service. All costs incurred for the use of these and other such features are the employees’ responsibility and they shall reimburse the Borough for the cost of the use of such features.

Cellular telephones having camera, e-mail, game, music, internet, and other such functions shall not be approved unless the need for such functions is specifically demonstrated to the Administrator.

Borough employees found to be in violation of this policy, in addition to returning cellular telephone equipment, will be subject to disciplinary action, up to and including termination of employment.

Specific exceptions to the Borough-Issued Cellular Telephone Policy may be approved by the Administrator or the governing body.

USING CELLULAR TELEPHONE WHILE DRIVING

Except for high priority business purposes, emergencies, or other situations approved by a Department Head, employees must refrain from cellular telephone use and text messaging while operating a Borough vehicle. During operation of a Borough vehicle, Borough employees should turn off cellular telephones and rely on voice mail features which can be checked at appropriate times after the operation of the vehicle has ended.

Borough employees who must use cellular telephones during the operation of a Borough vehicle may do so only in compliance with all laws, including New Jersey law, which at N.J.S.A. § 39:4-97.3 provides:

1. The use of a wireless telephone or electronic communications device by an operator of a moving motor vehicle on a public road or highway shall be unlawful except when the telephone is a hands-free wireless telephone or the electronic communication device is used hands-free, provided that its placement does not interfere with the operation of a federally required safety equipment and the operator exercises a high degree of caution in the operation of the motor vehicle. . . .

2. The operator of a motor vehicle may use a hand-held wireless telephone while driving with one hand on the steering wheel only if: (1) The operator has reason to fear for his life or safety, or believes that a criminal act may be perpetrated against himself or another person; or (2) The operator is using the telephone to report to appropriate authorities a fire, a traffic accident, a serious road hazard or medical or hazardous materials emergency, or to report the operator of another motor vehicle who is driving in a reckless, careless or otherwise unsafe manner or who appears to be driving under the influence of alcohol or drugs. . . .

**BULLETIN BOARD POLICY**

The bulletin boards located in the Borough administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Administrator or Clerk may post, remove, or alter any notice.

**USE OF BOROUGH EQUIPMENT AND VEHICLES**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using Borough property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

With the exception of vehicles assigned to personnel on a 24-hour basis, all Borough vehicles are to be used for official business only and vehicles may not be used for any personal use. Unless an employee has express written permission from the Administrator, employees are not permitted to use a Borough vehicle for overnight travel and they are not permitted to take a Borough vehicle home after hours. Personal use of a Borough vehicle shall be caused for disciplinary action up to and including removal from employment.

Those persons assigned a vehicle on a 24-hour basis will have an income tax liability for the value of the personal use of the car. This reporting will be calculated based on what is known as the “Fair Market Approach.” The reporting will require the submission of records regarding the business and personal use of the vehicle.

Only authorized personnel may be transported in Borough vehicles. No family member or private citizens shall be transported in a municipal vehicle. An exception to this requirement will be the transport of persons in police vehicles in the line of duty as authorized by the Chief of Police or his designated Command Officer. At no time shall children be in Borough vehicles when responding to an emergency.

Employees must notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee’s responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to and including termination of employment.

VEHICLE OPERATION REQUIREMENTS

In operating Borough vehicles, employees must abide by the following:

1. Assigned drivers must have a valid New Jersey Driver's License and, if required, a Commercial Driver's License which authorizes them to operate vehicles that require a Commercial Driver's License.
2. Assigned drivers must complete the sign-out log located in the vehicle and any other Borough-required paperwork.
3. Assigned drivers are responsible for insuring that the vehicles are kept clean, in good operation condition and are serviced in accord with department maintenance schedules.
4. Assigned drivers are responsible for ensuring that there is ample fuel in the gas tank for the next driver and that the gas is replenished from the Borough-designated dispensing system.
5. Municipal vehicles may only be driven by the persons they are assigned to.
6. Vehicles shall be used in accordance with department procedures.
7. Assigned drivers are prohibited from using hand-held electronic devices while driving Borough vehicles or operating Borough equipment. This includes, but is not limited to, sending, reading, reviewing, or otherwise causing others or allowing themselves to be distracted by text messages, emails or telephone calls while operating any vehicle or heavy equipment. An assigned driver is also prohibited from using hand-held electronic devices to communicate with another person they know or have reason to know to be operating a vehicle at the time of the communication.
8. Assigned drivers must successfully complete a Defensive Driving Course as required by the Administrator, and maintain their certification in good standing prior to operating any Borough vehicle.
9. Vehicle use is subject to other Borough policies including but not limited to the Borough’s No Expectation of Privacy Policy.

REPORTING ABUSE OF BOROUGH VEHICLES AND EQUIPMENT

Employees must report the abuse of Borough vehicles and equipment. To report the abuse of Borough vehicles and/or equipment, the employee must contact his or her Department Head. The individuals reporting must identify themselves. The Department Head will log the complaint in writing, investigate and submit a formal report to the Administrator.

VEHICLE OR EQUIPMENT ACCIDENT

An employee who is involved in an accident, who damages Borough equipment, or who damages the equipment of other persons in the performance of his/her duties must immediately report the accident and/or damage to his/her Department Head and the local police, no matter how minor the accident, or whether it involves property, other vehicles or personal injury. An accident that results in injury to the employee must be brought to the attention of the Administrator or designee to facilitate compliance with health and safety regulations.

The operator shall obtain all pertinent information pertaining to persons and vehicles involved in the accident, including:

• All drivers’ names, addresses and drivers’ license numbers.

• All passengers’ names and addresses.

• All vehicle license plates numbers,

• Insurance policies, names and numbers.

• All witnesses’ names and addresses.

The Department Head will oversee and/or assist the operator in completing a written report. The operator shall prepare and sign all report forms required by New Jersey Law. The completed accident report form shall then be submitted to the Administrator.

TICKETS ISSUED TO BOROUGH EMPLOYEES

All tickets issued to Borough employees while operating a Borough vehicle shall be reported to the Department Head. All tickets issued to Borough vehicles while being used by a Borough employee shall be the responsibility of the employee using the vehicle at the time the ticket was given.

MONITORING OF BOROUGH VEHICLES

The Borough retains the right to install monitoring devices and equipment within or on any vehicle owned, rented or leased by it including but not limited to video or GPS tracking devices with or without advance notice.

**USE OF MUNICIPAL PROPERTY**

Employees are responsible for taking care of any equipment assigned to them. Supplies are to be properly used. Employees shall not remove, or in any way assist in the removal of supplies, materials, goods or equipment belonging to Borough offices, unless such removal has been authorized by the Department Head. Employees are not to use equipment, supplies, postage, or other materials of the Borough for personal use.

Unauthorized use or removal of municipal equipment and supplies may be caused for disciplinary action up to and including removal from employment.

**OPEN PUBLIC MEETINGS ACT AND**

**COMMUNICATIONS WITH THE GOVERNING BODY**

If a member of the governing body seeks to communicate with other members of the governing body regarding public business, which includes all matters which relate in any way directly or indirectly to the performance of the public body’s function or the conduct of its business, the member may not communicate verbally or in writing (including e-mail) to more than two other members of the governing body unless it occurs at a public meeting that is duly advertised. Having communicated with up to two other members, the member of the governing body should not thereafter separately communicate with any additional members of the governing body outside of a public meeting regarding the same issue.

All Borough of Palmyra elected public officials, appointed public officials, employees (including the Administrator and the Clerk) professionals, and consultants must refrain from communicating orally or in writing, including via e-mail or by any other electronic means, regarding any matter of the public business outside of a public meeting that is duly advertised with more than three members of the governing body. If any individual communicates with three or less members of the governing body regarding any public business (other than at a duly advertised meeting), then the individual may not communicate with additional members of the governing body which would constitute a quorum (four members or more) regarding the same issue outside of a public meeting. This policy applies to letters, faxes, e-mails, text messages, as well as any other forms of communication.

The Clerk and the Administrator may continue to e-mail to all members of the governing body notices regarding meeting dates, times, and places and procedural matters only. Any substantive communications will include a direction not to discuss or respond to the communication.

The process of utilizing e-mail chains or “rolling” e-mails should be immediately discontinued. All written communications to and between members of the governing body should prominently display the following language: “There should be no further response, either orally or in writing other than at a duly advertised public meeting.”

For additional information regarding communications to and among members of the governing body and compliance with the Open Public Meetings Act, see Memorandum dated August 9, 2011 to All Municipal Solicitors in Burlington County from Prosecutor Robert D. Bernardi re: Open Public Meetings Act/Use of Electronic Communications, a copy of which is available upon request in the Administrator’s office.

**OPEN PUBLIC MEETINGS ACT PROCEDURES**

**CONCERNING PERSONNEL MATTERS**

Discussions by the governing body or any public body 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 executive or the open session should be discussed with and be based upon the guidance and advice of the legal counsel for the public entity and recent court decisions.

**PERFORMANCE APPRAISALS**

**(On hold until further notice)**

The Borough recognizes that an employee job performance evaluation system is the basis for assisting in employee growth and development. The Borough requires Department Heads to conduct performance evaluations to ensure that:

(1) each employee receives feedback on objectives, accomplishments, strengths, and areas for improvement; and

(2) each employee receives advice from his or her Department Head on ways to improve performance and has the chance to identify with his or her Department Head areas where greater contribution is possible, or where either feels more development would be beneficial.

The performance appraisal provides the vehicle for a dialogue between the employee and the Department Head and ensures shared expectations of the requirements for the employee's job and the employee's performance in the job. Accordingly, the Borough will use a performance review/evaluation system for all employees.

During performance reviews, Department Heads will consider, among others:

* Attendance and tardiness
* Initiative, dependability and effort
* Knowledge of work
* Attitude and willingness
* Quantity and quality of work
* Disciplinary record

A Performance Review/Evaluation Report form will be used in reviewing and evaluating the job performance of employees on an annual basis. Department Heads will forward all performance evaluations to the Administrator for review. The Administrator will retain the performance evaluation in the employee’s personnel file.

NOTE: Performance appraisals timeline to be determined. See Administrator.

**PERFORMANCE EVALUATION FORM**

Employee's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Identification No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Job Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Start Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Appraisal Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appraisal Period From: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Overall Performance Rating: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cite any documentation added to employee's file (e.g., commendations, counseling, discipline, etc.) Supervisors may list additional information under "Description of Performance" and "Areas for Development."

1. QUALITY OF WORK

Extent to which work produced meets quality requirements. Includes accuracy, thoroughness, and efficient use of resources.

Description of Performance:

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❑ Outstanding--High degree of accuracy and thoroughness.

❑ More than Satisfactory --Frequently exceeds requirements. Usually more accurate and thorough than required.

❑ Satisfactory--Meets requirements. Produces sufficient quality.

❑ Needs Improvement--Meets some but not all requirements. Quality is sometimes poor.

❑ Unsatisfactory--Far below requirements. Rarely produces quality work.

Areas for Development: Action Recommended:

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2. QUANTITY OF WORK

Volume of work regularly produced. Speed and consistency of output. This attribute concerns time spent on the job after reporting to work and should not reflect tardiness or absence.

Description of Performance:

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❑ Outstanding--Produces very high volume of work.

❑ More than Satisfactory--Frequently exceeds requirements. Usually does more than is required.

❑ Satisfactory--Meets requirements. Produces adequate volume of work.

❑ Needs Improvement--Meets some but not all requirements. Sometimes does less than is required.

❑ Unsatisfactory--Far below requirements. Seldom produces enough work.

Areas for Development: Action Recommended:

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3. JOB SKILLS AND KNOWLEDGE

Skills and knowledge to perform job. Includes understanding of duties or present job and related work, and amount of skill and knowledge possessed to carry out assignments and meet quality and quantity requirements. Takes into account training opportunities both formal and informal that were available, and the extent to which they were used by the employee.

Description of Performance:

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❑ Outstanding--Possesses superior job skills and knowledge.

❑ More than Satisfactory--Frequently exceeds requirements. Possesses knowledge and skill to perform at a more-than-acceptable level.

❑ Satisfactory--Meets requirements. Possesses knowledge and skill to perform at required level.

❑ Needs Improvement--Meets some but not all requirements. Knowledge and skill levels are marginal.

❑ Unsatisfactory--Far below requirements. Has very low level of knowledge and skill.

Areas for Development: Action Recommended:

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4. RESPONSIBILITY

Dependability. Amount of supervision required for employee to carry out instructions, meet schedules, and check and correct own work. This also includes punctuality (tardiness) and use of time after reporting to work (i.e., misuse of relief periods, telephone, lunch period, socializing). It does not include absence.

Description of Performance:

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❑ Outstanding--Always very dependable. Always performs very well with little or no supervision.

❑ More than Satisfactory--Frequently exceeds requirements. Rarely needs supervision. Consistently dependable.

❑ Satisfactory--Meets requirements. Needs close supervision on some non-routine tasks. Nearly always dependable.

❑ Needs Improvement--Meets some but not all requirements. Sometimes undependable. Occasionally requires close supervision.

❑ Unsatisfactory--Far below requirements. Needs very close supervision. Undependable.

Areas for Development: Action Recommended:

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5. ATTENDANCE

Attendance. Number of unscheduled absences, amount of sick leave used (specify number of days) and pattern of sick leave usage (detail specific problem). Effect that absences have on the employee’s ability to complete his or her job responsibilities. (Note: This section should not consider absences that qualify for leave under the Family Medical Leave Act and/or the New Jersey Family Leave Act).

Description of Performance:

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❑ Outstanding--Absenteeism never interferes with ability to perform job responsibilities.

❑ More than Satisfactory–Absenteeism almost never interferes with ability to perform job responsibilities.

❑ Satisfactory--Meets requirements. Absenteeism rarely interferes with ability to perform job responsibilities.

❑ Needs Improvement--Meets some but not all requirements. Absenteeism sometimes interferes with ability to perform job responsibilities.

❑ Unsatisfactory--Far below requirements. Absenteeism interferes with ability to perform job responsibilities.

Areas for Development: Action Recommended:

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6. INTERACTION WITH EMPLOYEES

Interaction with employees. Ability to work well with supervisors, peers and subordinates. Treats all employees with respect. Accepts direction and constructive criticism. For supervisory employees, manages and motivates subordinate employees to perform to the best of their abilities.

Description of Performance:

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❑ Outstanding–Ability to interact with employees always enhances and never interferes with ability to perform job responsibilities.

❑ More than Satisfactory–Ability to interact with employees usually enhances and almost never interferes with ability to perform job responsibilities.

❑ Satisfactory--Meets requirements. Ability to interact with employees occasionally enhances and rarely interferes with ability to perform job responsibilities.

❑ Needs Improvement--Meets some but not all requirements. Ability to interact with employees sometimes interferes with ability to perform job responsibilities.

❑ Unsatisfactory--Far below requirements. Ability to interact with employees interferes with ability to perform job responsibilities.

Areas for Development: Action Recommended:

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Prepared by: Reviewed by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department Head Administrator

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Print or Type) Name (Print or Type)

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Title Title

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Prepared Date Reviewed Date

with Employee

I have had the opportunity to review this document and discuss its contents with my Department Head. My signature acknowledges that I have been informed of my Performance Evaluation, but does not necessarily indicate my agreement with my Performance Evaluation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee's Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Response: (Optional)

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**OUTSIDE EMPLOYMENT**

No Borough employee shall undertake any employment or service, whether compensated or not, that will interfere with the performance of his/her official duties or which might reasonably be expected to impair his/her objectivity and independence of judgment in the exercise of his/her official duties.

Prior to commencing outside employment, the employee shall advise the Department Head and Administrator, in writing. The written advisement shall set forth, among other things, the name and address of the employer, telephone number, the hours to be worked, the nature of the work, whether the employee is eligible for workers’ compensation; and must certify that the work will not adversely affect the employee’s performance of his/her responsibilities to the Borough. Employees should submit their written advisement of outside employment using the Outside Employment Advisement Form. A record of outside employment will be maintained in the employee’s personnel file.

Employees are cautioned to consider the demands that additional employment creates. Outside employment shall not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside employment does cause or contribute to any of these situations, such employment must be discontinued; and, if necessary, the employee may be subjected to disciplinary action.

All employees are expressly prohibited from engaging in any activity from which even an appearance of compromise of Borough interest is possible. This prohibition includes performing any services on non-working time that are normally performed by Borough staff, the unauthorized use of Borough tools or equipment, and the unauthorized use of any confidential information that may not be generally available to the public. In addition, employees are not permitted to conduct any outside business during paid working time.

**OUTSIDE EMPLOYMENT ADVISEMENT FORM**

Name of Employee:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee I.D.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I submit the outside employment advisement form to notify the Borough that I

❑ currently hold outside employment (This box should only be checked for employment accepted prior to the date the Borough adopted its current Outside Employment Policy);

❑ intend to accept outside employment effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

❑ intend to change my outside employment effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Name of Outside Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Outside Employer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Direct Supervisor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Hours of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Days of the Week of Work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Total Number of Hours Worked Per Week: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I am ❑eligible ❑not eligible for workers’ compensation if I am injured on my outside job.

I certify that my outside employment will not adversely affect my performance of my responsibilities for the Borough.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee Signature

**PROBLEM RESOLUTION**

Employees' problems are addressed through an "open door" approach. Employees are encouraged to meet with their supervisors and/or Department Heads to discuss their problems, concerns or ideas.

If an employee believes a situation has been handled improperly or feels he/she has been treated inappropriately, the employee should discuss these issues with his/her supervisor. Discussion may continue through ascending levels of management until a problem is resolved.

If an employee believes he cannot resolve his problem fairly through this process of discussion, he may initiate a "grievance". Employees covered under a recognized collective bargaining agreement shall be governed by the grievance procedure established in the applicable collective bargaining agreement. All other employees shall follow the procedure set forth below.

A grievance is defined as any problem of an employee or group of employees resulting from work requirements or the conditions under which work is performed.

The following procedure has been established to enable individual employees to get prompt action on a personal request or grievance.

Step 1. The employee will take up the matter with his/her immediate supervisor and try to resolve the problem.

Step 2. In the event a resolution to the problem is not reached in Step 1, within five (5) working days, the employee may put his or her request or grievance in writing and submit it to the Administrator.

Step 3. The Administrator will take up the matter with the supervisor and/or employee and try to resolve the problem.

Step 4. If the Administrator fails to find a mutually satisfactory solution, the employee has fifteen (15) working days from bringing the matter to the Administrator to request that the matter be reviewed by the Mayor and Council. The grievance, accompanied by a written report prepared by the Administrator, must be forwarded to the Mayor and Council, within fifteen (15) working days of the written request of the grieving employee. The Governing Body will review the written reports at the next scheduled Regular Council Meeting and hear any additional information offered by either party. The Governing Body will issue a decision within forty-five (45) days following the review. The decision issued by the Governing Body is final and binding.

**DISCIPLINE**

The Borough may immediately terminate an employee who has engaged in impermissible behavior. The Borough cannot possibly provide its employees with an exhaustive list of impermissible behavior; however, the following provides some examples:

∙ Insubordination, serious breach of discipline or other disrespectful conduct∙ Neglect of duty

∙ Incompetency or inefficiency

∙ Incapacity or inability to perform duties due to mental or physical disability or illness

∙ Fighting or creating a disturbance among fellow employees or threatening violence in the work place

* Boisterous or disruptive activity in the workplace

∙ Sleeping on duty

∙ Possession, distribution, sale, transfer or use of intoxicants, narcotics or controlled substances without a prescription, being intoxicated or narcotized while on duty or while operating a Borough-owned vehicle or equipment

∙ Violation of safety or health rules

∙ Smoking in prohibited areas

∙ Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked; provided that any regular member or officers of the police department who shall be absent from duty without just cause for a period of five days shall cease to be a member of the police department, as provided by N.J.S.A. 40A:14-122, as amended.

∙ Unauthorized absence from work station during the work day

∙ Using leave for purposes other than for which it was granted

∙ False statement, misrepresentation, or fraud in application form or any other matter concerning employment

∙ Chronic or excessive absenteeism or any absence without notice

∙ Disorderly or immoral conduct

∙ Theft, bribery or unauthorized use or possession of property

∙ Negligence or willful damage to public property or waste of public supplies

∙ Conviction of a crime

∙ The use or attempted use of one's authority or official influence to control or modify the political action of any employee or engaging in any form of political activity during working hours

∙ Willful falsification of attendance or timekeeping records

∙ Failure to work required overtime hours

∙ Violation of any of the provisions of the statutes, rules or regulations relating to the employment of public employees

* Violation of safety or health rules

∙ Infringement of policies defined in this handbook or failure to comply with departmental rules and regulations

* Sexual or other unlawful or unwelcome harassment
* Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace

∙ Rude or disrespectful conduct toward the public or toward fellow employees∙

* Unauthorized disclosure of business transactions or confidential information

∙ Unauthorized use of computers, voice mail, internet, e-mail, telephones or other technology

* Unsatisfactory performance or conduct

∙ Taking of fees, gifts or other valuable consideration in exchange for preferential treatment, in violation of the Local Government Ethics Law

* Creating or contributing to unsanitary conditions, such as throwing dirty papers on the rest room floor
* Failure to attend Council or other meetings as required by the Mayor, Borough Council and/or Administrator without express prior authorization

∙ Other actions disruptive to the effective, efficient, economical operation of Borough affairs

* Conduct unbecoming a public employee.

It is important that all employees perform to the best of their abilities at all times. There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy, or engage in inappropriate behavior. As previously noted, except as otherwise provided by a collective bargaining agreement or by law, employment may be terminated at-will by the employee or the Borough at any time with or without cause and without following any system of discipline or warnings.

Nevertheless, the Borough may choose to exercise its discretion to use disciplinary measures that are less severe than termination in certain cases. Less severe forms of discipline include verbal warnings, written warnings, suspension, and demotion.

**WORKERS COMPENSATION INSURANCE**

The Borough of Palmyra provides a comprehensive workers’ compensation insurance program at no cost to the employee. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers’ compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately. The Borough’s obligation, if any, to hold an employee’s position while out due to illness or injury is governed by the Family and Medical Leave Act of 1993 and is not enlarged by this policy.

NOTIFICATION

Employees who sustain work-related injuries or illness must inform their Department Head immediately. The Department Head will immediately notify the Administrator. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible. The failure to report the injury may result in the delay or denial of benefits.

Depending on the severity of the accident, the employee may be required file an Accident Report either at day's end, or if hospitalization is required, at the earliest possible date.

All required medical treatment must be performed by a Workers Compensation Physician appointed by the Worker’s Compensation carrier or managed care provider and payment for unauthorized medical treatment may not be covered.

TEMPORARY TOTAL BENEFITS

Unless otherwise provided by law, if an employee is disabled for a period of more than seven days, he or she may be eligible to receive worker’s compensation temporary total benefits at a rate of 70% their average weekly wage, not to exceed 75% of the Statewide Average Weekly Wage (SAWW) or fall below the minimum rate of 20% of the SAWW.  These benefits are provided during the period when the employee is unable to work and is under active medical care.  Unless otherwise provided for in a bargaining agreement, the Borough will only pay, either directly or through its Workers’ Compensation insurer, those benefits that are specifically provided for under the Workers’ Compensation Act. Unless otherwise provided by collective bargaining agreement, employees who are eligible for workers’ compensation temporary total benefits will receive differential wage benefits from the Borough.

TRANSITIONAL DUTY

The Borough may provide transitional duty to employees injured on the job. See Transitional Duty Policy.

RETURN TO WORK

Once the injured employee is released by the authorized physician to return to work and to perform his/her regular assigned duties, all subsequent absences related to the injury prompting the leave of absence, must be evidenced by a certificate from the authorized physician. Otherwise, sick time or PTO time, as applicable, or vacation time will be charged to the employee. If accrued sick or PTO time and vacation time has been expended, then the Borough reserves the right to make the necessary payroll deductions. All absences must be evidence by an authorized physician. Physician's certificates must be submitted to the Administrator.

SENIORITY

An employee's prolonged absence from work because of job related injury or disability will not affect the employee's seniority for the purposes of lay-offs provided that the employee has applied for and has been granted a leave of absence as provided in this Manual. Additionally, the injured or disabled employee's anniversary date shall not be change due to absences caused by job related injury or disability.

COMPENSATION WHILE AWAITING DETERMINATION

When doubt exists whether an injury or illness is eligible for Worker’s Compensation, the time will be treated as sick time until a determination is made. If determination is made that the illness or injury was a Worker’s Compensation case, adjustments will be made to records.

EXCLUDED ACTIVITIES

The Borough will not be liable for the payment of workers’ compensation benefits for injuries that occur during an employee’s voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Borough.

**ACCIDENT REPORT**

Name of Injured Employee:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_

Age:\_\_\_\_\_\_\_ Sex:\_\_\_\_\_\_\_\_ Employee ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place of Accident:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time of Accident: \_\_\_\_ a.m. \_\_\_\_ p.m. Date of Accident:\_\_\_\_\_\_\_\_\_

Employed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone No.:\_\_\_\_\_\_\_\_\_\_\_\_\_

Department:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Job Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rate of Pay:\_\_\_\_\_\_\_\_ Hourly \_\_\_\_\_\_\_ Weekly \_\_\_\_\_\_\_ Other \_\_\_\_\_\_\_\_

Supervisor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Nature of Injury:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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How did accident occur?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Did injured accept treatment:\_\_\_\_\_\_\_\_ or refuse treatment:\_\_\_\_\_\_\_

Name of Treating Doctor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Hospital:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Able to work:\_\_\_\_\_\_\_\_\_\_Yes \_\_\_\_\_\_\_\_\_\_No

If no, approximate length of time injured will be unable to work: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Was injured wearing:

Safety helmet Yes:\_\_\_\_\_ No:\_\_\_\_\_

Safety glasses Yes:\_\_\_\_\_ No:\_\_\_\_\_

Leather work gloves Yes:\_\_\_\_\_ No:\_\_\_\_\_

Safety work shoes Yes:\_\_\_\_\_ No:\_\_\_\_\_

Safety work vest Yes:\_\_\_\_\_ No:\_\_\_\_\_

What was employee doing at the time he was injured?\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Report prepared by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reviewed by Department Head:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Received by Administrator's Office:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Date)

**TRANSITIONAL DUTY**

INTRODUCTION

It is critical to develop a method to manage workers' compensation cases quickly, effectively and fairly with consideration to both the Borough and employee needs. The Borough seeks to promote an active process of minimizing the impact of a physical impairment resulting from injury or illness on the individual's capacity to participate productively in the workplace. The Borough’s goal is to establish an effective transitional duty program to return the injured or ill employee back to full duty as soon as possible. This philosophy applies to all employees regardless of their department, duties or responsibilities and as long as the safety of the employee, co-workers and the general public are not affected.

PURPOSE

This policy is intended to establish guidelines and procedures for giving transitional duty assignments to an employee who is recovering from a work-related injury or illness and has been given temporary physical work restrictions by an authorized medical provider. **Transitional duty is temporary in nature.**

**Members of the PPA should refer to Police Department Policy in addition to this policy.**

DELEGATION OF RESPONSIBILITY

Throughout this procedure, the designation "Transitional Duty Coordinator" has been used to signify the individual with the ultimate decision making authority in this process. The Borough has designated John Gural, Administrator, as the Transitional Duty Coordinator. As with many other personnel processes, the Transitional Duty Coordinator may delegate this responsibility to a "Designee" as deemed appropriate.

GENERAL INFORMATION REGARDING TRANSITIONAL DUTY ASSIGNMENTS

1. Transitional duty is an opportunity, provided at the sole discretion of the Transitional Duty Coordinator, for an employee to remain in the workforce while recuperating from a work-related injury or illness. The program benefits both the employee and the Borough by saving employee leave, accelerating recovery and reducing claim costs. If an employee with work-related restrictions refuses transitional duty without a verifiable medical cause, the employee's benefits under workers' compensation may be adversely affected.

2. The Transitional Duty Coordinator will evaluate the work restrictions of an employee injured on-the-job to determine if the employee can be assigned transitional duty. The work restrictions must be in written form from the authorized medical provider and must clearly describe the physical restrictions and limitations related to performing transitional job duties. If the Transitional Duty Coordinator has questions or needs clarification, he will discuss the restrictions with the authorized medical provider and the Claims Administrator before making the transitional duty assignment.

3. The Transitional Duty Coordinator's decision to make and/or continue a transitional duty assignment will take into consideration the employee's work restrictions, including the employee's knowledge, skills, abilities, safety of the motoring public, other employees and the general public, and the availability of work benefiting the department. The Transitional Coordinator will monitor these elements periodically throughout the duration of the assignment, but at least after every visit with an authorized medical provider.

4. A transitional duty assignment is temporary in nature. It may be a combination of various unrelated job tasks. The assignment also does not need to be for a full 40-hour workweek. Depending upon the nature of the injury or illness, transitional duty may last from one week to two months.

5. The Transitional Duty Coordinator will make transitional duty assignments with the goal of returning the employee to full duty as soon as possible. This may require the addition of or adjustments to duties included in the assignment as the employee's medical condition progresses. When a department is unable to assign suitable work, other departments may be contacted to determine if a suitable work assignment can be identified.

6. The authorized medical provider must submit a status report to the Transitional Duty Coordinator and Claims Administrator after each employee visit. Non-compliance with this process should be reported to the Claims Administrator immediately. The Transitional Duty Coordinator should review the transitional duty assignment after each visit with an authorized medical provider and, if advantageous for the employee and the department, allow the assignment to continue until Maximum Medical Improvement (MMI) is reached or until the employee is released to full duty.

7. Employees will be paid in accordance with applicable policies, salary ordinances and bargaining agreements while on Transitional Duty. No overtime will be authorized unless the employee is expressly given permission by the department head. All overtime assignments must be approved in advance by the department head and must be in accordance with the transitional duty assignment set forth by the authorized medical provider.

8. Where appropriate, the employee's time card should be maintained by the department to which the employee is regularly assigned.

9. The Transitional Duty Coordinator will notify the Claims Administrator if he becomes aware that an injured employee may have permanent medical restrictions. Permanent restrictions are handled differently than temporary restrictions. Permanent restrictions may also be considered as a qualified disability under the Americans with Disabilities Act (ADA).

10. An employee’s refusal of a transitional duty assignment may adversely affect the employee's workers' compensation benefits.

11. The Transitional Duty Coordinator will maintain the confidentiality of all medical information related to the transitional duty assignment. Only individuals with an administrative "Need to Know" will be included in discussions on transitional duty.

This policy does not affect an employee’s rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy or other Federal or State law.

**EMPLOYMENT TERMINATION**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

* Resignation - voluntary employment termination initiated by an employee.
* Discharge - involuntary employment termination initiated by the organization.
* Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons.
* Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Since employment with the Borough is based on mutual consent, both the employee and the Borough have the right to terminate employment at will, with or without cause, at any time. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

**TEMPORARY LAYOFFS AND REDUCTIONS IN FORCE**

The Borough may institute layoff or furlough actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. Seniority, lateral or other re-employment rights for employees will be determined by the Administrator.

Layoffs or furloughs of unionized employees will be conducted pursuant to the applicable collective bargaining agreement.

**EXIT INTERVIEWS**

When an employee separates from employment with the Borough, the employee may be scheduled for an exit interview with the Administrator or designee.

At the time of the interview, the Administrator or designee will advise the employee of the right to continue, convert, terminate or vest (as applicable) any benefits. The Administrator or designee will also advise of COBRA options. A COBRA notification letter will be sent to the employee’s home address. The employee shall provide a forwarding address and other pertinent information.

The purpose of the exit interview is to:

1. Answer questions the employee may have about the departure.

2. Provide Borough personnel with insight concerning the employee’s position.

3. Determine whether any monies are owed to or by the employee before the final paycheck is issued. On the last day of work, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

4. Arrange and obtain the return of any Borough property in the possession of the employee, including the Employee Identification Card, all keys and equipment.

Exit interviews must be recorded on forms prescribed by the Administrator and the record of the interview will become a part of the employee’s personnel file.

**RESIGNATION**

Borough employees may resign in good standing by giving their Department Head at least two weeks' written notice of their intent to resign, to provide sufficient time for appointing and training the successor. The employee shall simultaneously provide a copy of the written notice to the Administrator. The Administrator shall notify the Mayor and Council of the employee’s resignation at the next regularly scheduled meeting.

The Borough will retain the employee's written resignation in the employee's personnel file. The Administrator or the Department Head may interview the employee prior to the effective date of the employee's separation.

If an employee resigns without giving the required notice or fails to cooperate in the transition, the employee shall be held as having resigned not in good standing, and will not be considered for reemployment. Any employee who is absent from duty for three (3) or more working days without proper notification will be considered as having resigned, not in good standing.

The Borough will pay employees who resign in good standing for their prorated accrued but unused vacation time. Vacation leave requested during the two week notice period will be at the discretion of the Administrator upon recommendation of the Department Head. Payment for other accrued but unused leave time upon resignation shall be in accordance with this Manual or collective bargaining agreement, as applicable.

Unless otherwise provided by applicable collective bargaining agreement, employees are not entitled to retroactive pay increases if the employee has left the employ of the Borough due to resignation, or involuntary termination.

**RETIREMENT**

As a condition of employment, all full-time policemen are enrolled in the Police and Firemen's Retirement System of New Jersey ("PFRS") and all other full-time and permanent part-time employees are enrolled in the Public Employee's Retirement System of New Jersey ("PERS"). All rules and regulations pertaining to retirement as it applies to these plans are explained in detail in the latest edition of the New Jersey Public Employee Benefit Manual. Employees may obtain a copy of the manual from the State of New Jersey Division of Pensions. Employees covered under PFRS or PERS shall be governed by the requirements and provision of the system relating the retirement benefits.

PFRS or PERS provides employees with:

* A guaranteed retirement income for life based on an employee’s total years of service in the system, and the employee’s average salary as determined by the Public Employees’ retirement system;
* Financial protection in case of disability or death;
* Benefits in addition to federal Social Security coverage. Membership in the Retirement System is compulsory when the employee achieves permanent status. The employee’s rate of financial contribution is determined a t the time of enrollment based on his or her age. The employer’s contribution depends on the employee’s base salary plus any longevity pay.

An employee intending to retire should give the Borough at least nine months' written notice. Employees may resign from their position by providing written notice of their intent to resign to their Department Head. The Department Head shall forward the written resignation to the Treasurer’s Office and the Administrator. The Administrator shall notify the Mayor and Council at the next regularly scheduled meeting.

Additionally, the employee should apply to PFRS or PERS for pension benefits and information at least six months prior to planned retirement to ensure that all necessary paperwork from the State is processed in a timely manner.

After giving notice of their intent to retire, 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.

Employees are not entitled to retroactive pay increases if the employee retires from the employ of the Borough.

1. The number of hours that constitute a “day” are: eight (8) hours per day for public works employees and seven (7) hours per day for employees who are part of the Borough administration. [↑](#footnote-ref-1)
2. If the number of hours advanced is less than the number of hours the employee would accrue at the rate of one (1) hour of PTO leave for every thirty (30) working hours, that employee’s accrued sick leave will be adjusted by the Borough. [↑](#footnote-ref-2)
3. All references in this paragraph to 12 weeks means 12 weeks of family or medical leave or 26 weeks for military care giver leave. [↑](#footnote-ref-3)
4. See the Borough’s Leave Due To Domestic Violence or Sexual Assault policy for further details. [↑](#footnote-ref-4)
5. “Covered individual” means the employee, the employee’s parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship. [↑](#footnote-ref-5)