
DISCLAIMER

THIS HANDBOOK IS INTENDED ONLY TO OUTLINE THE EMPLOYMENT POLICIES, PROCEDURES AND BENEFITS OF *[insert name of local unit]*. THIS MANUAL IS NOT INTENDED TO BE ALL-INCLUSIVE AND SHOULD NOT BE CONSIDERED BE AN EMPLOYMENT CONTRACT.

THIS HANDBOOK DOES NOT CONTAIN ANY PROMISES OF ANY KIND AND *[insert name of local unit]* RESERVES THE RIGHT TO CHANGE EMPLOYMENT POLICIES, PROCEDURES OR THIS MANUAL AT ANY TIME WITHOUT NOTICE. IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO STAY ABREAST OF POLICY. *[insert name of local unit]* WILL MAKE EVERY EFFORT TO NOTIFY EMPLOYEES OF ANY POLICY CHANGES, ADDITIONS, OR DELETIONS.

GENERAL PERSONNEL POLICY

It is the policy of ***[insert name of local unit]*** to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations. The personnel policies and procedures ***[insert name of local unit]*** apply to all employees, volunteers, elected or appointed officials and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract, or Federal or State law (including, if applicable, the Attorney General's guidelines with respect to Police Department personnel matters and the New Jersey Civil Service Act), the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

[insert name of local unit] believes in an Open Door Policy and encourages employees to talk with their supervisor, Department Head, or [] concerning any problem.

The Personnel Policies and Procedures Manual adopted by the ***[insert name of local unit]*** is intended to provide guidelines covering public service by ***[insert name of local unit]*** employees and volunteers and is not a contract. This manual contains many, but not necessarily all of the rules, regulations, and conditions of employment for (local unit type) personnel. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the governing body.

Neither this handbook nor any other municipal document, confers any contractual right, either express or implied, to remain in the ***[insert name of local unit]*** employ nor does it guarantee any fixed terms and conditions of your employment. The provisions of this Employee Handbook may be amended and supplemented from time to time without notice and at the sole discretion of the Mayor and Council.

To the maximum extent permitted by law, the employment practices of the ***[insert name of local unit]*** shall operate under the legal doctrine known, as "employment at will." Within Federal and State law, (including the New Jersey Civil Service Act) and any applicable bargaining unit agreement, the ***[insert name of local unit]*** shall have the right to terminate an employee at any time and for any reason, with or without notice, except the ***[insert name of local unit]*** comply with all Federal and State legal requirements requiring notice and an opportunity to be heard in the event of discipline or dismissal.

All employees and volunteers receiving this handbook are required to sign an acknowledgement of receipt. A copy of this receipt will be maintained in the employee's personnel file.

WORKER DOCUMENTATION

The Immigration Reform and Control Act establishes requirements for worker documentation via a Form I-9, as follows:

To the extent required by law every U.S. employer must have a Form I-9 in its files for each new employee, unless the employee was hired before November 7, 1986, and has been continuously employed by the same employer.

Each employee must submit a Form I-9. All new employees must complete Section 1 of a Form I-9 no later than close of business on his/her first day of work. The employee's signature holds him/her responsible for the accuracy of the information provided. No documentation from the employee is required to substantiate Section 1 information provided by the employee.

We reserve the right to revise this policy without notice to comply with state and federal law.

EQUAL OPPORTUNITY EMPLOYMENT

[insert name of local unit] WILL RECRUIT, HIRE, TRAIN, AND PROMOTE IN ALL JOB TITLES WITHOUT REGARD TO RACE, COLOR, CREED NATIONAL ORIGIN, GENDER, SEXUAL ORIENTATION OR PREFERENCE, MARITAL STATUS, SEX, RELIGION, AGE, MILITARY SERVICE, DISABILITY OR HANDICAP, PREGNANCY OR ANY OTHER BASIS PROHIBITED BY FEDERAL, STATE OR LOCAL LAW. ALL OTHER PERSONNEL ACTIONS, SUCH AS COMPENSATION, BENEFITS, TRAINING, TRANSFER, DEMOTION, TERMINATION, LAYOFF AND RETURN FROM LAYOFF, WILL BE ADMINISTERED WITHOUT REGARD TO RACE, COLOR, CREED NATIONAL ORIGIN, GENDER, SEXUAL ORIENTATION OR PREFERENCE, MARITAL STATUS, SEX, RELIGION, AGE, MILITARY SERVICE, DISABILITY OR HANDICAP, PREGNANCY OR ANY OTHER BASIS PROHIBITED BY FEDERAL, STATE OR LOCAL LAW.

We will make reasonable accommodations for pregnant employees and qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of your Department Head or [**Manager, Administrator, Clerk, etc.**]. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Any questions or concerns regarding any aspect of this policy should be directed to [**Manager, Administrator, Clerk, etc.**].

AMERICANS WITH DISABILITIES ACT POLICY

In compliance with the Americans with Disabilities Act and the New Jersey Law Against Discrimination, the ***[insert name of local unit]*** does not discriminate based on disability. ***[insert name of local unit]*** will endeavor to make every work environment handicap assessable and all future construction and renovation of facilities will be in accordance with applicable barrier-free Federal and State regulations and the Americans with Disabilities Act Accessibility Guidelines.

It is the policy of ***[insert name of local unit]*** to comply with all relevant and applicable provisions of the Americans With Disabilities Act and the New Jersey Law Against Discrimination. We will not discriminate against any qualified employee, volunteer, or job applicant with respect to any terms, conditions, or privileges of employment on the basis of a known disability. We will also make reasonable accommodations to known physical or mental limitations of all employees and applicants with disabilities, provided the individual is otherwise qualified to safely perform the essential functions of the job and also provided that the accommodation does not impose undue hardship on ***[insert name of local unit]*** .

The ***[insert name of local unit's lead personnel employee]*** shall initiate an interactive dialogue with disabled employees and volunteers and prospective employees to identify reasonable accommodations that do not create a hardship. Accommodations shall not be unduly expensive, extensive and disruptive or fundamentally alter the nature of the operation. The Act does not require the ***[insert name of local unit]*** to offer permanent "light duty", relocate essential functions or provide personal use items such as eyeglasses, hearing aids, wheelchairs, etc. To be eligible for accommodations, individuals must (1) be able to perform the essential function of the position, (2) not create a real safety hazard to themselves, co-employees or the public, and (3) be otherwise qualified for the position in that they possess the prerequisites including education, experience, training, skills, licenses or certificates and other job-related requirements. All decisions with respect to accommodations shall be made by **[Public Works/Business Administrator/Manager o r Mayor and Council/Committee as appropriate]**.

DRUG AND ALCOHOL TESTING

[insert name of local unit] reserves the right to conduct drug and/or alcohol testing in compliance with the law, including, but not limited to where there exists a reasonable suspicion that the employee impaired, under the influence of an intoxicating substance or where the employee has been involved in an on-the-job or work related accident. Any action taken by ***[insert name of local unit]*** in the event of a positive testing result, will be carried out in accordance with the applicable law of the State of New Jersey. Refusal to be tested is grounds for immediate termination.

Possession of alcohol, illegal drugs or other illegal or intoxicating substances is not permitted on ***[insert name of local unit]*** property or while on duty in the employment of ***[insert name of local unit]***. Furthermore, employees are not permitted to report for duty while under the influence of alcohol, drugs or other illegal substances. Employees failing to adhere strictly to this policy will be subject to disciplinary action, up to and including termination. Report any suspicious activity to your ***[insert name of appropriate local unit employee]***

It shall be a condition of employment for all employees to submit to alcohol and/or drug testing under the following circumstances:

- ***[insert name of local unit]*** has a reasonable basis upon which to suspect that the Employee is impaired and working under the influence of a legal or illegal substance.
- When the Employee is involved in an on-the-job accident which results in personal injury to the Employee, another Employee or third party and/or where damage to ***[insert name of local unit]*** property occurs.
- ***[insert name of local unit]*** will cover the cost of post-accident drug and/or alcohol testing to the extent required by law.

SEXUAL AND OTHER FORMS OF HARASSMENT AND DISCRIMINATION

Sexual harassment is a form of sexual discrimination. It is the policy of ***[insert name of local unit]*** to maintain a learning and working environment that is free from sexual harassment, or any kind of harassment based on religion, color, age, race, gender, pregnancy, disability, (including AIDS or HIV infection), affectional or sexual orientation, domestic partnership status, marital status, atypical heredity, cellular or blood trait, genetic information, gender identity or expression or other protected category. ***[insert name of local unit]*** strictly prohibits any form of harassment.

It shall be a violation of this policy for any employee of ***[insert name of local unit]*** to harass an employee through conduct or communication of a sexual nature as defined by this policy.

[insert name of local unit] or its designee will investigate all complaints, either formal or informal, verbal or written, of sexual harassment, or any kind of harassment based on religion, color, age, race, gender, pregnancy, disability, (including AIDS or HIV infection), affectional or sexual orientation, domestic partnership status, atypical heredity, cellular or blood trait, genetic information, gender identity or expression or other protected category and discipline any employee who sexually harasses another employee of the Employer.

SEXUAL HARASSMENT DEFINED

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

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

Any sexual harassment as defined when perpetrated on an employee by any employee will be treated as sexual harassment under this policy.

Sexual harassment may include but is not limited to:

- Verbal harassment or abuse;
- Subtle pressure for sexual activity;
- Inappropriate patting or pinching;
- Intentional brushing against an employee's body;
- Demand for sexual favors accompanied by an implied or overt threat concerning an individual's employment;
- Demand for sexual favors accompanied by an implied or overt promise of preferential treatment with regard to an individual's employment status; or
- Any unwelcome sexually motivated touching.

REPORTING, INVESTIGATION, AND SANCTIONS

[Insert name of local unit] encourages victims and witness of sexual harassment, other types of harassment, or discrimination based on the above referenced categories to report these issues promptly to their department head or direct supervisor. If you are uncomfortable reporting this information to your direct supervisor or department head or he/she is the individual engaging in this behavior, report the issue to **[insert name of appropriate local unit employee such as Manager, Administrator, Clerk]**. **[Insert name of local unit]** or its designee will investigate any employee, regardless of job position, when such allegations are made. Based on available information, **[insert name of local unit]** will take appropriate action.

Confidentiality will be maintained to the extent possible and no reprisals or retaliations will result from the good faith reporting of charges of harassment and discrimination.

In determining whether alleged conduct constitutes sexual or other types of harassment or discrimination, the totality of the circumstances, the nature of the conduct, and the context in which the alleged conduct occurred will be investigated. **[Insert name of local unit]** or a designee has the responsibility of investigating and resolving complaints of sexual harassment.

Appropriate disciplinary action, up to and including termination will be taken against any individual for harassment or discrimination charges determined to be valid.

CONSCIENTIOUS EMPLOYEE PROTECTION ACT “WHISTLEBLOWER ACT”

[insert name of local unit] complies with the requirements of the New Jersey Conscientious Employee Protection Act. The 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. 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.

[insert name of local unit] has designated the following contact person to answer your questions or provide additional information regarding your rights and responsibilities under this act:

Name: _____

Telephone Number: _____

Please bring to _____ attention any concerns you have so that corrective action can be taken if appropriate. ***[insert name of local unit]*** will not take any adverse action against an employee who exercises rights under this Act.

PAID TIME OFF AND OTHER LEAVE POLICIES

SICK LEAVE

Rate of Accrual

- **Part-Time Employees:**

Paid sick/personal leave benefits are earned at a rate of one (1) hour of paid sick leave time for every thirty (30) hours worked. Part-time employees may earn up to a maximum of forty (40) hours of sick leave time per year.

- **Full-Time Hourly and Salaried Employees:**

Full-time hourly and salaried employees are given forty (40) hours of paid sick leave on a prorated basis during their first year of employment. On January 1, following the initial date of hire, full-time hourly and salaried employees will receive (40) hours of paid sick leave each new benefit year. A benefit year begins on January 1 and ends on December 31.

Date of Accrual

- **Part-Time Employees:**

A Part-Time employee will begin to accrue paid sick leave beginning on their first day of employment but may not begin to use accrued paid sick leave until one hundred twenty (120) days after their initial date of hire.

Part-Time employees may carry over no more than forty (40) hours of accrued unused paid sick leave time from one benefit year to the next. Part-Time employees, however, will not be permitted to use, carry over and/or accrue more than forty (40) hours of paid sick leave time per benefit year.

- **Full-Time Hourly and Salaried Employees:**

Because Full-Time hourly and salaried employees are given forty hours (40) hours of sick/personal leave time at the commencement of each new benefit year, they will not be permitted to carry over any earned but unused time from the previous benefit year.

How Sick Leave May Be Used

Sick Leave may be used for the following reasons:

- Diagnosis, care, or treatment of, or recovery from, an employee's own mental or physical illness, including preventive medical care;

- Aid or care for a covered family member during diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, including preventive medical care;
- Circumstances related to an employee's or their family member's status as a victim of domestic or sexual violence (including the need to obtain related medical treatment, seek counseling, relocate, or participate in related legal services);
- Closure of an employee's workplace or of a school/childcare of an employee's child because of a public official's order relating to a public health emergency; and
- Time to attend his or her child's school-related conference or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability.

Notice Requirements:

Foreseeable Absences: If an employee needs to use earned sick leave that may be planned for in advance, the HPG requires seven (7) days' advanced notice of the intention to use the leave and its expected duration.

Unforeseeable Absences: HPG requires employees to give notice of an unforeseen need to use sick leave as soon as practicable.

Funeral Leave

[insert name of local unit] will provide reasonable time off for employees to attend funerals of friends and loved ones. In the event of a death in the immediate family of the employee, up to 3 days paid time off may be granted to attend to family matters and funeral arrangements. Additional unpaid time off may also be granted.

Jury Duty

Notify Management if you are summoned for jury duty. Time off from work will be granted as necessary in compliance with applicable law.

Military Duty

In accordance with requirements of law, ***[insert name of local unit]*** will provide military leave of absence and reinstatement for qualifying employees.

TIME-KEEPING RECORDS

You are required to maintain an accurate record of all time worked.

Hourly employees must [***enter time keeping mechanism, time clock, punch card, etc.***] when they arrive at work and when they leave or any time they are away from work for personal reasons. Employees are not permitted to clock in for another employee. Attempting to clock in for another employee is a violation of [***insert name of local unit***] policy. Disciplinary action may be taken against both employees involved.