

TOWNSHIP OF NEPTUNE  
NOTICE OF FINAL ADOPTION OF ORDINANCE  
ORDINANCE NO. 19-18

AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII OF THE  
CODE OF THE TOWNSHIP OF NEPTUNE BY REMOVING  
RESIDENT HANDICAPPED PARKING ZONES ON MT. TABOR  
WAY, SEAVIEW AVENUE, MT. CARMEL WAY AND ATLANTIC  
AVENUE

Approved on First Reading: June 24, 2019

Approved, passed and adopted on final reading: July 22, 2019

NOTICE  
ORDINANCE NO. 19-19  
Township of Neptune  
County of Monmouth

NOTICE is hereby given that at a regular meeting of the Township Committee of the Township of Neptune on the 22nd day of July, 2019, the following Ordinance was introduced and passed on first reading.

Said Township Committee will meet on Monday, the 12th day of August, 2019, at the Neptune Municipal Complex, Township Committee Meeting Room – 2<sup>nd</sup> Floor, 25 Neptune Blvd. Neptune, New Jersey at 7:00 p.m. to further consider this ordinance for final passage and to give all interested persons an opportunity to be heard concerning this ordinance. Copies of the full text of the ordinance published herewith are available for inspection by the members of the general public who shall request same at the office of the Township Clerk located at the above address. The ordinance is also posted on the Township web site at [www.neptunetownship.org](http://www.neptunetownship.org).

ORDINANCE NO. 19-19

AN ORDINANCE TO AMEND VOLUME I, CHAPTER II OF THE  
CODE OF THE TOWNSHIP OF NEPTUNE BY ADDING FEES FOR  
THE USE OF RECREATION FIELDS AND FIELD LIGHTING

BE IT ORDAINED, by the Township Committee of the Township of Neptune that the Code of the Township of Neptune is hereby amended as follows:

SECTION 1

Volume I, Chapter II, Section 2-61.3 – MISCELLANEOUS FEES – Recreation Department is hereby amended as follows:

2-61.3 – Recreation Department

Field Use:

There is hereby established, and incorporated in this ordinance by way of reference, a Table of Facility Use Reservation Fees for use of recreational fields and field lighting. Said fees may be amended from time to time by Resolution of the Township Committee.

SECTION 2

This ordinance shall take effect upon publication in accordance with law.

Richard J. Cuttrel,  
Municipal Clerk

NOTICE  
ORDINANCE NO. 19-20  
Township of Neptune  
County of Monmouth

NOTICE is hereby given that at a regular meeting of the Township Committee of the Township of Neptune on the 22nd day of July, 2019, the following Ordinance was introduced and passed on first reading.

Said Township Committee will meet on Monday, the 12th day of August, 2019, at the Neptune Municipal Complex, Township Committee Meeting Room – 2<sup>nd</sup> Floor, 25 Neptune Blvd. Neptune, New Jersey at 7:00 p.m. to further consider this ordinance for final passage and to give all interested persons an opportunity to be heard concerning this ordinance. Copies of the full text of the ordinance published herewith are available for inspection by the members of the general public who shall request same at the office of the Township Clerk located at the above address. The ordinance is also posted on the Township web site at [www.neptunetownship.org](http://www.neptunetownship.org).

ORDINANCE NO. 19-20

AN ORDINANCE AUTHORIZING ACCEPTANCE OF A DEED OF  
DEDICATION WITH REGARD TO LANDLOCKED PARCEL BLOCK  
2001, LOT 6, NEPTUNE TOWNSHIP, NEW JERSEY TO THE  
TOWNSHIP OF NEPTUNE

WHEREAS, the present owner of property located at Block 2001, Lot 6, Neptune, New Jersey, (landlocked parcel formerly on the vacated street known as Ocean Avenue bounded by Route 18, Route 66 and Neptune Blvd) on the tax map of the Township of Neptune, Schmelkin & Schmelkin c/o Michel Araten, 83 Duxbury Road, Purchase, NY; and

WHEREAS, it would be in the best interest of the Township of Neptune to receive this property as a dedication.

NOW, THEREFORE BE IT ORDAINED AND ENACTED, by the Mayor and Township Committee of the Township of Neptune, County of Monmouth and State of New Jersey that

pursuant to State Statute allowing municipalities to accept and to purchase dedicated property for public use, the Township Committee hereby authorizes and accepts a Deed of Dedication to Block 2001, Lot 6, Neptune Township, New Jersey, from the present owner, Schmelkin & Schmelkin c/o Michel Araten, 83 Duxbury Road, Purchase, NY; and,

BE IT FURTHER ORDAINED that in consideration of the aforesaid dedication the Township shall receive said property for One Dollar (\$1.00); and,

BE IT FURTHER ORDAINED, that the Township Attorney is hereby authorized to prepare a Deed of Dedication and any incidental documents necessary for said transfer on behalf of the Township, obtain its execution and record the same in the Clerk's office of Monmouth County; and,

BE IT FURTHER ORDAINED, that this Ordinance shall go into effect upon adoption and advertisement according to law.

Richard J. Cuttrel,  
Municipal Clerk

NOTICE  
ORDINANCE NO. 19-21  
Township of Neptune  
County of Monmouth

The Ordinance published herewith was introduced and passed upon first reading at a regular meeting of the governing body of the Township of Neptune, New Jersey, held on July 22, 2019. It will be further considered for final passage after public hearing thereon at a meeting of the governing body to be held at the Municipal Building, 25 Neptune Boulevard, in said Township on August 12, 2019 at 7:00 o'clock p.m. and during the week prior to and up to and including the date of such meeting, copies of said Ordinance will be made available at the Clerk's Office at the above address to the members of the general public who shall request the same. The ordinance is also posted on the Township web site at [www.neptunetownship.org](http://www.neptunetownship.org).

ORDINANCE NO. 19-21

AN ORDINANCE AUTHORIZING THE LEASING OF CERTAIN  
CAPITAL EQUIPMENT BY THE TOWNSHIP OF NEPTUNE, NEW  
JERSEY FROM THE MONMOUTH COUNTY IMPROVEMENT  
AUTHORITY AND THE EXECUTION OF A LEASE AND  
AGREEMENT RELATING THERETO

BE IT ORDAINED by the Township Committee of the Township of Neptune, New Jersey (not less than two-thirds of all members thereof affirmatively concurring) as follows:

Section 1.

Pursuant to Section 78 of the County Improvement Authorities Law, N.J.S.A. 40:37A-44, et seq., the Township of Neptune (the "Municipality") is hereby authorized to unconditionally and irrevocably lease certain items of capital equipment from The Monmouth County Improvement Authority (the "Authority") pursuant to a Lease and Agreement, substantially in the form submitted to

this meeting (the "Lease"), a copy of which is on file in the office of the Clerk to the Municipality. The Mayor is hereby authorized to execute the Lease on behalf of the Municipality in substantially such form as submitted to this meeting and with such changes as may be approved by the Mayor, which approval shall be conclusively evidenced by the execution thereof, and the Clerk to the Municipality is hereby authorized to affix and attest the seal of the Municipality.

Section 2.

The following additional matters are hereby determined, declared, recited and stated:

(a) In recognition of the fact that the lease payment of the Municipality under the Lease will be based, in part, on the amount of bonds issued by the Authority to finance the acquisition of the leased equipment and the interest thereon, the maximum amount of bonds which the Authority shall issue to finance the acquisition of the equipment to be leased to the Municipality shall not exceed \$3,559,000 and the interest rate on said bonds shall not exceed five and fifty hundredths percent (5.50%) per annum;

(b) The items to be leased from the Authority shall be as set forth in Schedule A hereto; provided that the Mayor or any authorized municipal representative (as defined in the Lease) may substitute or add items of equipment in accordance with the provisions of the Lease; and

(c) The lease term applicable to a particular item of leased equipment shall not exceed the useful life of such item.

Section 3.

This ordinance shall take effect twenty (20) days after the first publication thereof after final adoption as provided by law.

**SCHEDULE A - EQUIPMENT LIST**  
Township of Neptune

<u>Equipment</u>	<u>Useful Life (Years)</u>	<u>Lease Term (Years)</u>	<u>Estimated Cost</u>
Acquisition of Police Vehicles (SUVs)	5	5	\$360,000
Emergency Response Vehicle (Rescue Truck)	5	5	380,000
Communications Equipment (Trunked System)	10	10	50,000
Emergency Response Equipment	5	5	180,000
DPW Replace Front Load Garbage Truck	5	5	295,000
DPW Replace Rear Load Garbage Truck	5	5	245,000
DPW Acquire Roll Off Truck	5	5	175,000
DPW Replace 6-yd. Heavy Duty Dump Truck (with plow)	5	5	190,000
DPW Replace 10-yd Dump with Calcium Tank and Plow	5	5	215,000

DPW Acquire Pothole Patch Machine	15	10	42,000
DPW Sign Boards/Trailers/Asphalt Equipment/Generator	15	10	88,000
Replace 6-yd Dump with Plow	5	5	190,000
Confined Space Equipment/Pumps/Generator	15	10	100,000
Computers/Servers Equipment	5	5	200,000
Administrative Vehicles	5	5	100,000
Marina – Travel Lift (Heavy Equipment)	15	10	275,000
DPW Replace Street Sweeper	15	10	150,000
<b>Total</b>			<b>\$3,235,000</b>

Richard J. Cuttrell  
Municipal Clerk

NOTICE  
ORDINANCE NO. 19-22  
Township of Neptune  
County of Monmouth

NOTICE is hereby given that at a regular meeting of the Township Committee of the Township of Neptune on the 22nd day of July, 2019, the following Ordinance was introduced and passed on first reading.

Said Township Committee will meet on Monday, the 12th day of August, 2019, at the Neptune Municipal Complex, Township Committee Meeting Room – 2<sup>nd</sup> Floor, 25 Neptune Blvd. Neptune, New Jersey at 7:00 p.m. to further consider this ordinance for final passage and to give all interested persons an opportunity to be heard concerning this ordinance. Copies of the full text of the ordinance published herewith are available for inspection by the members of the general public who shall request same at the office of the Township Clerk located at the above address. The ordinance is also posted on the Township web site at [www.neptunetownship.org](http://www.neptunetownship.org).

ORDINANCE NO. 19-22

AN ORDINANCE TO AMEND VOLUME I, CHAPTER VII OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY ADDING A RESIDENT ONLY HANDICAPPED PARKING ZONE ON ASBURY AVENUE AND REMOVING RESIDENT ONLY HANDICAPPED PARKING ZONES ON WEBB AVENUE AND MAIN AVENUE

BE IT ORDAINED, by the Township Committee of the Township of Neptune that the Code of the Township of Neptune is hereby amended as follows:

SECTION 1

Volume I, Chapter VII, Section 7-21.7 – Resident Handicapped On-Street Parking, is hereby amended by adding the following:

<u>Name of Street</u>	<u>No. of Spaces</u>	<u>Location</u>
Asbury Avenue	1	North side of Asbury Avenue beginning 135 feet west of the northwest intersection of Asbury Avenue and Pilgrim Pathway

## SECTION 2

Volume I, Chapter VII, Section 7-21.7 – Resident Handicapped On-Street Parking, is hereby amended by *removing* the following:

<u>Name of Street</u>	<u>No. of Spaces</u>	<u>Location</u>
Webb Avenue	1	North side of Webb Avenue beginning 49 feet east of the northeast intersection of Webb Avenue and Lawrence Avenue
Main Avenue	1	South side of Main Avenue beginning 31 feet west of the southwest intersection of Main Avenue and Beach Avenue

## SECTION 3

This ordinance shall take effect upon publication in accordance with law.

Richard J. Cuttrell,  
Municipal Clerk

NOTICE  
ORDINANCE NO. 19-23  
Township of Neptune  
County of Monmouth

NOTICE is hereby given that at a regular meeting of the Township Committee of the Township of Neptune on the 22nd day of July, 2019, the following Ordinance was introduced and passed on first reading.

Said Township Committee will meet on Monday, the 12th day of August, 2019, at the Neptune Municipal Complex, Township Committee Meeting Room – 2<sup>nd</sup> Floor, 25 Neptune Blvd. Neptune, New Jersey at 7:00 p.m. to further consider this ordinance for final passage and to give all interested persons an opportunity to be heard concerning this ordinance. Copies of the full text of the ordinance published herewith are available for inspection by the members of the general public who shall request same at the office of the Township Clerk located at the above address. The ordinance is also posted on the Township web site at [www.neptunetownship.org](http://www.neptunetownship.org).

AN ORDINANCE TO AMEND VOLUME I, CHAPTER IX OF THE CODE OF THE TOWNSHIP OF NEPTUNE BY FULLY AMENDING THE TOWNSHIP'S PERSONNEL CODE AND ADOPTING A PERSONNEL POLICY GUIDEBOOK

BE IT ORDAINED, by the Township Committee of the Township of Neptune that the Code of the Township of Neptune is hereby amended as follows:

SECTION 1

Volume I, Chapter IX "Personnel Polices" is hereby amended as follows:

**9-1 GENERAL EMPLOYMENT POLICIES.**

**9-1.1 Employment Application Required.**

Applicants seeking employment with the Township shall complete an "Application for Employment" form supplied by the Business Administrator.

**9-1.2 Agreement to Abide by Personnel Policies.**

All applicants who have been hired shall receive a copy of the personnel regulations of the Township and shall read and thereafter agree in writing to abide by and conform to the policy, code of conduct, requirements and restrictions contained therein and in this chapter.

The provisions of this chapter are declared to be severable, and if any section, subsection, sentence, clause or phrase hereof shall, for any reason, be held to be inconsistent with any valid negotiated agreement, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this chapter, but they shall remain in effect, it being the legislative intent that this chapter shall stand notwithstanding the invalidity of any part.

Any applicant who does not agree in writing to abide by and conform to these regulations shall be ineligible for employment and will be so advised.

In the event that the provisions of this subsection are in conflict or are inconsistent with any valid negotiated collective bargaining agreement or employment contract, the terms of said agreement or contract shall prevail.

**9-1.3 Medical Examination.**

When the applicant has been conditionally hired, the Township shall make an appointment for a medical examination and advise the doctor to return the completed Medical Examination Form directly to the Human Resources Director for a final determination regarding the hiring.

**9-1.3A Criminal Background Checks—Certain Positions.**

If the job responsibilities for which the applicant was hired includes handling of money and/or entering a private dwelling or commercial establishment, a criminal background check shall be performed. The applicant shall be required to sign an Authorization for Release of Personal Information which is included in the employment application. The applicant shall not commence employment with the Township until the background check has been completed and received by the Human Resources Director. A conviction of any violation of the law or uniform code of military justice other than minor traffic violations may cause the employment to be rescinded at the discretion of the Township Committee.

#### **9-1.4 Resolution of Township Committee.**

The applicant can only be employed by resolution adopted at the discretion of the Township Committee. When a Resolution employing the applicant is adopted by the Township Committee, the applicant will be notified by the Business Administrator to report to the Human Resources Office for completion of the necessary formalities and signing of any other documents required.

In the event that the Business Administrator determines that a position must be filled immediately due to an emergency, the Administrator shall have the right to hire an individual to fill said position on a temporary basis contingent upon adoption of a resolution by the Township Committee.

#### **9-1.5 Employee File.**

The Human Resources Director will check all papers, etc., for completeness and set up a personnel file for the employee. Only one (1) personnel file shall be maintained by the Township on an employee. Nothing of an adverse nature shall be placed in an employee's file without attempting to attain his or her initials thereon and a copy being given to the employee. A box to check off agreement or disagreement will be provided, along with a place for the employee's signature and date.

#### **9-1.6 Permanent, Full-Time Employees.**

Permanent, full-time employees shall mean those employees who have completed the probationary period and work a regular hourly week for the department in which they are employed, earn more than the amount required by the New Jersey Division of Pensions and Benefits, in each quarter of the calendar year, and are otherwise eligible for benefits under the New Jersey Division of Pensions and Benefits Retirement Programs and the New Jersey State Health Benefits Program.

#### **9-1.7 Permanent, Part-Time Employees.**

Permanent, part-time employees shall mean those employees who have completed the probationary period and work a consistent schedule that is on average less than the regular hourly week for the department in which they are employed but more than one thousand two hundred fifty hours (1,250) per year, and earn more than the amount required by the New Jersey Public Division of Pensions and Benefits to qualify for retirement benefits.

#### **9-1.8 Casual / Per Diem Employees.**

Casual / Per Diem employees are defined as those employees who do not work more than one thousand two hundred fifty hours (1,250) per year and are not eligible to enroll in the New Jersey State Health Benefits Program. If a casual employee becomes a probationary or permanent employee in the same or a related position, the time served as a casual employee shall be credited for permanency and seniority purposes.

#### **9-1.9 Probationary Period.**

All employees hired after the date of this chapter, except elected officials, employees holding statutory positions, casual employees, or those employees represented by a recognized collective bargaining unit, shall serve a probationary period of not less than ninety (90) days, nor no more than one (1) year unless the employee is terminated prior thereto by resolution of the Township Committee.

At the end of the ninety (90) day probationary period, the employee shall continue on probation until such time as the employee is designated as a permanent employee or is terminated by resolution of the Township Committee, but such probationary period shall not exceed a total of one (1) year unless specifically extended by a resolution of the Township Committee. The anniversary date of all permanent full time and permanent part time employees covered by this agreement shall be the actual first date of continuous employment with the Township of Neptune. If a casual employee becomes a probationary or permanent employee in the same or a related position, the time served as a casual employee, up to a maximum of one year, shall be credited for the purpose of establishing the employee's anniversary date.

#### **9-1.10 Grant Employees.**

Grant employees shall mean any employee hired in conjunction with a specific program funded either in whole or in part by the Federal, State, or County governments. Said employee shall be hired in conformity with the guidelines prescribed by the funding program and shall be entitled only to those benefits as required by the program.

#### **9-1.11 Applicability of Provisions.**

All casual, probationary and grant employees, and statutorily elected officials are subject to the provisions of this chapter, except as otherwise may be provided by the Township Committee.

#### **9-1.12 Effect of Regulations on Elected Officials.**

With regard to elected officials, it is understood that none of the provisions of Section 9-1 shall in any way reduce or limit the benefits received by elected officials from those generally received by the full-time permanent employees.

#### **9-1.13 Administration of Provisions.**

Administration of this chapter shall be free of any personal or political considerations.

#### **9-1.14 Continuation of Employment.**

Continuation of employment shall be at the discretion of the Township Committee and be subject to good behavior, satisfactory performance of work, necessity for the performance of work, availability of funds and compliance with the requirements of this chapter. The Township Committee shall terminate the services of an employee in accordance with the procedure outlined in this chapter.

#### **9-1.15 Residency Preference.**

- a. It is the intent of this subsection to give a preference to qualified and capable Neptune Township residents in the hiring process for new employees in the Township of Neptune, accordingly, when the Township attempts to employ an individual as a new hire to fill a position and has been unable to fill the position, even though exercising diligent effort, for a period of fourteen (14) days, the Township Committee may employ a nonresident to fill the position provided the following criteria is followed:
  1. Diligent effort has been exercised which shall include posting on Township Social Media accounts and on the Township's web site.
  2. A qualified, capable Neptune Township resident has not been located to fill the position within the fourteen (14) day period.
  3. The Business Administrator recommends to the Township Committee the employment of a nonresident to fill the position after the fourteen (14) day period.
  4. In the event a nonresident is hired to fill the position, the employee shall be requested, but not required, to become domiciled in the Township of Neptune.
- b. Grant employees may be exempt from the provisions of this subsection provided the funding program does not allow for discrimination with regard to residency. It shall be understood that to be considered for permanent employment, a grant employee shall be required to comply with the requirements of this section.

#### **9-1.16 Powers and Authority of Township.**

The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it prior to the adoption of this chapter by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- a. To the executive management and administrative control over the Township government and its properties, facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township Committee; To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required; To make such reasonable rules and regulations as it may from time to time be deemed best for the purposes of maintaining order, safety and/or effective operation of the Township.
- b. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote, transfer, assign or retain employees in positions within the Township.
- c. To take any permissible disciplinary action, such as to suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- d. To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive.
- e. The Township's rights with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation.

#### **9-1.17 Limitation of Township's Powers.**

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations, Code of Conduct, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this chapter and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and of the United States. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S.40 and 40A:1-1 et seq. or any other national, State, County, or local laws or regulations.

#### **9-1.18 Termination of Employment by Township Committee.**

The Township Committee reserves the right to terminate an employee at any point of time in accordance with any ordinance adopted by the Township Committee.

#### **9-1.19 Powers of Business Administrator.**

The Business Administrator shall have the power to establish such rules and regulations which are necessary for the routine administration or implementation of this chapter. This authority to establish rules and regulations shall in no way be administered so as to change the intent of this chapter or to take away the ultimate authority of the Township Committee.

#### **9-1.20 Employees Not Directly Under Department Head or Supervisor.**

Any employee not directly responsible to a department head or supervisor, but subject to this chapter, is under the direct supervision and authority of the Business Administrator.

#### **9-1.21 Nondiscrimination.**

The Township decrees that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

**9-1.22 Employment of Township Committee Members and Relatives; Relatives of Local Government Agency or Authority Members and Relatives of Department Heads, Supervisors or Other Administrators.**

During any Neptune Township Committee member's term and for a period of one (1) year next subsequent to the termination of office of such Committee member, the Neptune Township Committee shall prohibit the following employment or professional or business service practices:

- a. No Township Committee member or relative of such Committee member shall have an interest in a business organization or engage in any business, transaction, or professional activity, unless such business, transaction or professional activity is awarded by public bid;
- b. The Neptune Township Committee or any Committee member shall not:
  1. Award any contract which is not publicly bid to such Committee member and/or such member's relative;
  2. Allow such Committee member or relative of such Committee member to represent, appear for or negotiate on behalf of any other party before any board, commission, authority or otherwise, unless such prohibition would otherwise be permitted by law; or
  3. Employ for compensation or without compensation, except pursuant to open competitive examination in accordance with Title 11A of the New Jersey Statutes and the rules and regulations promulgated pursuant thereto, any former Committee member or relative of such Committee member, for any position within the Township of Neptune over which the Township of Neptune has direct hiring authority.
  4. Influence or attempt to influence the hiring, firing, promotion, demotion or transfer of a relative of the Committee member who is employed or could potentially be employed by the Township of Neptune or any other governmental entity in the Township of Neptune.

The restrictions contained in this subsection shall also apply to any business organization in which such Committee member or relative holds an interest.

- c. No Township Committee member shall use or attempt to use his official position or influence to secure unwarranted privileges or advantages for himself or others, including but not limited to relatives of such Committee member;
- d. No Township Committee member shall act in his official capacity in any matter where such Committee member, a relative of such Committee member or a business organization in which the Committee member has an interest, has a direct or indirect financial or personal involvement that might reasonably be expected to impair his objectivity or independence of judgment;
- e. No Township Committee member shall undertake any employment or service, whether compensated or not, which might reasonably be expected to prejudice his independence of judgment in the exercise of his official duties;
- f. No Township Committee member or his/her relative or business organization in which he has an interest, shall solicit or accept any gift, favor, loan, political contribution, service, promise of future employment, or other thing of value based upon an understanding that the gift, favor, loan, contribution, service, promise, or other thing of value was given or offered for the purpose of influencing such persons, directly or indirectly, in the discharge of the Committee member's official duties. This provision shall not apply to the solicitation or acceptance of contributions to the campaign of an announced candidate for elective public office, if the local government officer has no knowledge or reason to believe that the campaign contribution, if accepted, was given with the intent to influence the local government officer in the discharge of his official duties;
- g. No Township Committee member shall use, or allow to be used, his public office or employment, or any information, not generally available to the members of the public, which he receives or acquires in the course of and by reason of his office or employment, for the purpose of securing financial gain for

himself, any member of his immediate family, or any business organization with which he is associated;

- h. No Township Committee member, relative of such Committee member or business organization in which such member has an interest shall represent any person or party in connection with any cause, proceeding, application or other matter pending before any agency in the local government in which such Committee member serves. This provision shall not be deemed to prohibit one local government employee from representing another local government employee where the local government agency is the employer and the representation is within the context of official labor union or similar representational responsibilities;
- i. No Township Committee member shall be deemed in conflict with these provisions if, by reason of his participation in the enactment of any ordinance, resolution or other matter required to be voted upon or which is subject to executive approval or veto, no material or monetary gain accrues to him as a member of any business, profession, occupation or group, to any greater extent than any gain could reasonably be expected to accrue to any other member of such business, profession, occupation or group;
- j. Elected Township Committee members shall not be prohibited from making an inquiry for information on behalf of a constituent, if no fee, reward or other thing of value is promised to, given to or accepted by the officer or a member of his immediate family, whether directly or indirectly, in return therefor; and
- k. Nothing shall prohibit any Township Committee member or members of his immediate family, from representing himself, or themselves, in negotiations or proceedings concerning his, or their, own interests, provided that such negotiations or proceedings do not impair the objectivity or independence of judgment of any other Township Committee member or other local government officer, supervisor or employee of the Township of Neptune.
- l. No department head, supervisor or person in any other administrative position shall hire or cause to be hired any personnel who is a relative of such person, or is a relative of any Neptune Township Committee member, for a position within the Township of Neptune in the same department over which such person has direct hiring authority.
- m. No local government agency or authority shall hire or cause to be hired any person who is (1) a relative of any Neptune Township Committee person for any employment, consulting or professional service position, or (2) any relative of any member of the local government agency, for a position within the Township of Neptune in the same department over which such local government agency has direct hiring authority. The provisions of this section shall not apply to seasonal or temporary employment.
- n. No department head, supervisor or person in any other administrative positions, or any member of any local government agency, shall influence the hiring, firing, promotion, demotion or transfer of a relative of the department over which, or the agency over which, such person or member has control.

The term "relative" shall be defined as parent, spouse, child, sibling, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, in-law or step-relative, domestic partner or co-habitant.

The term local government agency or authority shall be defined as any board, bureau, division, commission, authority, committee or other instrumentality within the Township of Neptune, and any independent local authority, which performs functions other than a purely advisory nature, and whereby the Township Committee appoints the members of such governing body, but shall not include the local School Board.

The provisions of this ordinance are intended to effect upon all future hiring, firing, promoting, demoting, transferring or appointing of any persons as an employee, supervisor, director, member, commissioner or otherwise, within the local governing organization of the Township of Neptune, whether or not it shall have an impact on any current or future employee or appointment.

**9-2.1 Causes for Disciplinary Action or Termination of Employment.**

Any one of the following shall be cause for disciplinary action or termination of employment, although termination may be made for sufficient causes other than those listed:

- a. Neglect of duty; or lack of productivity;
- b. Incompetency or inefficiency;
- c. Incapacity due to mental or physical disability;
- d. Insubordination or serious breach of discipline;
- e. Chronic or excessive tardiness or absenteeism;
- f. Disorderly or immoral conduct;
- g. The conviction or admission of any criminal act or offense;
- h. Negligence of or willful damage to public property or waste of public supplies;
- i. Public conduct while in a Township uniform reflecting a discredit to the Township;
- j. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the Township or engaging in any form of political activity during working hours;
- k. Leaving an assigned post or work station during the work period without the approval of the supervisor in charge of the operation.
- l. Any violation of the Township's policies with regard to drug and/or alcohol use.

**9-3 TIME AND ATTENDANCE.**

**9-3.1 Standard Work Periods.**

The standard weekly and hourly work period for Township employees is as follows:

Department	Time Range	Hours	Lunch	Refreshment Break
Mon.–Fri.				
Administrative Departments	8:00 a.m.– 4:30 p.m.	8	1 hr. period	2

Public Works	6:30 a.m.–	8-1/2	1/2 hr.	2
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And Sewer 3:00 p.m. period

Mon.–Sun.

Custodians*	24 hours daily	8-1/2	1/2 hr. break	2
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Police Civilians	6:30 a.m.–4:30 p.m.	8	1 hr. period	2
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Police / Jailers	24 hours daily		1/2 hr. break	0
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Library	In accordance with schedule established by the Library Trustees			
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Recreation	Same as Administrative Departments, but may Flex schedule to accommodate program activities.			
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**9-3.2 Lunch Break; Lunch Period.**

The phrase lunch break shall mean lunch eaten on the job site or lunch eaten by an employee remaining on call. The phrase lunch period shall mean that period where an employee is relieved of his job responsibility and is free to leave the job site.

**9-3.3 Work Week; Refreshment Breaks.**

The standard work week, except as otherwise stated, is considered to start Monday and end Sunday. Except as described otherwise in 9-3.1, all employees, shall be entitled to two (2) fifteen (15) minute refreshment breaks within their normal work shift, to be taken at the time scheduled by the department head or supervisor. Breaks shall not be accumulated. The term "refreshment break" requires the employees to remain in the work area where they are assigned at the time the break is taken.

**9-3.4 Changes in Work Period; Authorized in Advance.**

Any permanent change in the standard hourly work period must be authorized in advance by the Township Committee. Regular assigned shifts shall not be altered on less than seventy-two (72) hour notice except in the event of an emergency declared such by the Business Administrator.

The Township retains the right at its discretion to temporarily change the work week by notifying the employee under the following formula:

- a. Seventy-two (72) hour notice for a five (5) day change.
- b. Ten (10) working days notice for a six (6) to twenty (20) day change.
- c. Fifteen (15) working days notice for a twenty-one (21) to sixty (60) day change.

d. Twenty (20) working days notice for a permanent change.

The employee may waive the notice requirement. (Ord. No. 1035 A. III § 4; New)

### **9-3.5 Casual Employees; Hours.**

Casual employees shall work in accordance with a schedule of hours established by the department head and approved by the Business Administrator.

### **9-3.6 Emergency Closings; Compensation When Employee Sent Home.**

In the event that an emergency or inclement weather necessitates the closing down of any operation of the Township, all permanent, full-time employees affected by the closing and who have started their assigned work period shall be paid their normal compensation for that day as if they had performed the normal work assignment. All casual or permanent part-time employees shall not be compensated except for those hours actually worked.

### **9-3.7 Emergency Closings Before Work; Alternate Day of Work May Be Required.**

In the event of an emergency, as determined by the Business Administrator, any employee who is advised not to report to work will be paid for the day, up to two (2) days per calendar year. Employees who are deemed as essential employees by the Business Administrator and are required to work and who do work or employees who are not otherwise notified not to report and who do work, will receive compensatory time off for each hour worked with a minimum of two (2) hours and a maximum of eight (8) hours. Any additional days of emergency which occur within a calendar year and results in an employee being advised not to report, the employee may charge his/her time off to any time on the books, defined as sick time or comp time.

### **9-3.8 Failure to Report for Work; Compensation Adjusted.**

All employees shall report to work regardless of the condition of the weather or the existence of a state of emergency of whatsoever cause and the Township reserves the right to adjust accordingly, the compensation of those employees who fail to report to work for the reasons aforesaid.

If an employee is late for work, payroll deduction will be computed as follows:

- a. Up to the first sixteen (16) minutes late - no deduction.
- b. Sixteen (16) through thirty (30) minutes late - thirty (30) minutes pay deducted.
- c. Thirty-one (31) through sixty (60) minutes late - sixty (60) minutes pay deducted.

Even though there is no pay loss for the first sixteen (16) minutes of tardiness, the Township reserves the right to impose disciplinary action upon an employee who is chronically or excessively late.

Regular attendance during all scheduled hours of work, reporting for work on time and continuing to work to the end of the work period is expected of every Township Employee. Unsatisfactory attendance, including reporting late or quitting early may be cause for disciplinary action, up to and including termination.

## **9-4 HOLIDAYS.**

### **9-4.1 Holidays Enumerated.**

The following days will be considered as holidays for all eligible Township permanent, full-time employees:

New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day. A "floating holiday" may be observed on another date as approved by the Business Administrator in cooperation with the leadership of the bargaining unit(s) representing administrative and public works employees. It is clearly understood that casual employees shall not receive holiday pay. All Township permanent, full-time employees except members of the Police Department, Communications Operators and Custodial staff shall have the

holidays enumerated in this section off with regular pay. Members of the Police Department, Communications Operators and Custodial staff are required to work a full workweek as scheduled by their supervisor, department head or by the Business Administrator and will receive compensation in lieu of time off as set forth in the negotiated agreements between the Township and their respective bargaining units. It is clearly understood that casual employees shall not receive holiday pay, with the exception of Emergency Medical Technician's (EMT's) who work on the following holidays and will be compensated at time and one-half; New Year's Day, Memorial Day (6:00 a.m. to 6:00 p.m.), Fourth of July, Labor Day (6:00 a.m. to 6:00 p.m.), Thanksgiving Day, Christmas Day, Christmas Eve (6:00 p.m. to 12:00 a.m.), and New Year's Eve (6:00 p.m. to 12:00 a.m.).

When a holiday as set forth in subsection 9-4.1 hereof occurs during an employee's vacation, said holiday shall not be charged as a vacation day. It is clearly understood that casual employees shall not receive holiday pay, except as described above for EMTs.

#### **9-4.2 Holidays Falling on Sunday.**

Holidays falling on Sunday are observed on the following Monday.

#### **9-4.3 Holidays Falling on Saturday.**

Holidays falling on a Saturday will be observed on the preceding Friday.

#### **9-4.4 Unauthorized Absence Preceding or Following Holiday.**

An employee who is absent without leave on the day immediately preceding or on the day immediately following a holiday shall not be paid for the holiday nor for the day of unauthorized absence.

#### **9-4.5 Compensatory Time for Work Required on Holidays.**

- a. When a permanent full-time employee other than members of the Police Department, Communications Operators and Maintenance staff, is required to work on a holiday in order to maintain certain services, the employee shall be allowed compensatory time off as near to the holiday as can be arranged between the employee and the department head or supervisor. Where the department head or supervisor recommends that the employee be paid compensation in lieu of compensatory time off, the compensation shall be paid at the rate of one and one-half (1 1/2) times the individual's standard hourly pay for each additional hour worked.

#### **9-4.6 Personal Days.**

Probationary or permanent full-time employees shall be entitled to four (4) personal days in each twelve (12) month period beginning on the employees' first anniversary date. Probationary or permanent part-time employees are eligible on a prorated basis. Personal days shall not be accumulated nor shall the personal days be taken on a day immediately prior to or on the day immediately after a holiday or vacation day nor shall payment be made for unused personal days at the end of the year. It is understood that casual employees are not eligible for this benefit.

Personal days may be used for personal, business, household or family matters described below:

- a. Personal business means an activity that requires the employee's presence during the work day and is of such a nature that it cannot be attended to at a time outside of the work day.
- b. Personal, household, or family matters refer to those situations where an employee's absence from duty is necessary for the welfare of the employee or his/her family. Written request for a personal day shall be made to the department head or supervisor seventy-two (72) hours prior to such leave, unless under emergency conditions it may be granted on request by the department head or supervisor. The prior notification time may be waived in the sole discretion of the Business Administrator under emergency circumstances.

The Business Administrator may deny such request when in his/her sole judgment it will leave the remaining work force below a sufficient number to operate or when the request does not meet the criteria set forth above.

#### **9-4.7 Holidays Limited.**

An employee shall be entitled only to those holidays set forth in subsection 9-4.1 above and to none others except by resolution of the Township Committee and such is the case whether a holiday is declared by the President of the United States and/or the Governor of the State of New Jersey.

#### **9-5 OVERTIME.**

##### **9-5.1 Overtime; Rate of Pay.**

Overtime shall be paid for all work performed in excess of the standard work week as defined in Section 9-3 hereof, at the rate of one and one-half (1 1/2) times the computed hourly rate. If an employee has an unexcused, unpaid absence during the normal work week then overtime will be paid for all work performed in excess of the number of hours in the standard work week as defined in Section 9-3 hereof.

##### **9-5.2 Overtime; Authorization Required.**

Overtime work will be kept to a minimum, and shall be authorized in advance by the Business Administrator. This shall not apply to the Police Department where authorization must be received in advance from the Chief of Police. The reasons for the granting of overtime shall be noted on the time report and certified by the department head or supervisor. In the event that there are not a sufficient number of employees who volunteer for overtime and the Business Administrator determines that there is still a need for additional personnel, no employee may refuse overtime without permission from the Business Administrator. In this circumstance, the employees with the least seniority shall be the first to be selected. The Business Administrator shall not unreasonably withhold such permission. No employee shall be required to work more than twenty-four (24) straight hours.

##### **9-5.3 Report to Be Submitted to Administrator and Chief Financial Officer.**

A report of all overtime worked, supported by the reasons therefor, will be submitted to the Business Administrator and Chief Financial Officer. All questions relating to the contents of the overtime report shall be brought to the attention of the Business Administrator.

##### **9-5.4 Positions Exempt from Overtime Compensation; Exceptions.**

- a. Persons holding the following official positions shall not be paid for overtime unless it is specifically approved by a resolution of the Township Committee identifying the employees name and the nature of the overtime: Township Clerk, Tax Assessor, Chief Financial Officer, Assistant Chief Financial Officer, Purchasing Agent, Recreation Director, Tax Collector, Code Enforcement Supervisor, Judge of the Municipal Court, Prosecutor, Public Defender, Township Attorney, Court Administrator, Building Superintendent, Library Director, Supervisors in the Public Works and Sewer Departments, Business Administrator, Emergency Management Coordinator, Deputy Emergency Management Coordinator, Construction Code Official, Chief of Police, Deputy Chief of Police, Director of Public Works, Assistant Director of Public Works, Director of Code and Construction, Director of the Senior Citizen Center, Registrar of Vital Statistics, Human Resources Director, and any other management and/or supervisory position created by the Township Committee who meets that criteria of exempt management employees pursuant to the Fair Labor Standards Act..
- b. Persons holding stipend positions are expected to perform their responsibilities outside of their regular workday and therefore shall not be paid overtime for work done outside of their regular workday necessitated because of their stipend position responsibilities.
- c. Unused compensatory time for the current year may be redeemed for pay in the month of December of the current year.

**9-5.5 Computation of Overtime.**

Overtime shall be computed and payment made on the following basis:

- a. Up to the first sixteen (16) minutes: no pay.
- b. Sixteen (16) through thirty (30) minutes: Forty-five (45) minutes pay.
- c. Thirty-one (31) through sixty (60) minutes: Ninety (90) minutes pay.
- d. Thereafter, overtime shall be paid in thirty (30) minute segments for all time worked beyond the regular tour of duty. In lieu of cash payment an employee may opt to receive compensatory time off in accordance with subsection 9-5.10 below.

Any eligible employee called back to work for emergency reasons for time which is not contiguous to the eligible employee's regular work day will get a minimum of two (2) hours pay. If the time is prior to and contiguous to the work day, the eligible employee will receive pay for actual time worked until the commencement of the work day. This is not applicable for regularly scheduled sewer pumping station work or scheduled monitoring work.

**9-5.6 Holidays During Overtime Work.**

In any week in which there is an authorized holiday, such holiday shall be credited to an employee as a normal work day in computing his compensation for overtime pay.

**9-5.7 Authorization for Overtime Limited.**

Any authorization of overtime shall be limited to the available funds within the Department.

**9-5.8 Payment for Overtime.**

- a. Overtime shall be paid either by compensatory time off or by compensation at the option of the employee and approval of the department head or supervisor. Compensatory time shall be arranged to be taken within ninety (90) days from date the overtime is earned or it expires. Compensatory time must be taken in increments of at least one-half (1/2) day or the total amount of compensatory time due to an employee, whichever is less. Requests to utilize banked compensatory time must be made at least twenty-four (24) hours in advance.
- b. Whenever the employee shall choose compensatory time off, he/she shall be entitled to one and one-half (1 1/2) hours off for each hour worked in excess of his normal hourly work week.
- c. Whenever an employee chooses to receive compensation for overtime work, such compensation is to be computed at the rate of one and one-half (1 1/2) times his/her standard hourly rate for each hour worked in excess of his/her normal hourly work week.

**9-5.9 Meals During Emergency Overtime.**

Whenever an employee is entitled to emergency overtime as defined in subsection 9-5.5 hereof, the department supervisor shall designate the time when an emergency employee shall take a meal break and the meal break shall not exceed once for every four (4) hours of emergency overtime. The department supervisor also shall designate a convenient location within the Township for the feeding of emergency personnel and the Township shall pay to the proprietor thereof, an allowance in accordance with the following schedule:

Breakfast.....	\$ 8.00
Lunch .....	9.00
Dinner.....	12.00

**9-6 ABSENCES, LEAVES AND VACATIONS.**

### **9-6.1 Types of Absences.**

Absences from duty shall be classified as sick leave, leave of absence with pay, leave of absence without pay, military leave or vacations and shall be so noted on the employee's time report or such other report as may be directed by the Business Administrator. Sick leave is covered in Section 9-7.

### **9-6.2 Leave of Absence Without Pay.**

With the exception of leaves specifically granted by Federal and/or State law, a leave of absence without pay for a period of time not to exceed ten (10) work days per year, may be granted by the Business Administrator upon a written request from the employee to the Business Administrator and shall be recorded as directed by the Business Administrator.

### **9-6.3 Notification of Absence; Failure to Notify Supervisor.**

- a. Each employee shall notify his or her supervisor or department head of any intended absence from duty. If it is not possible for the employee to give notice in advance of the working day, the report shall be made by telephone as early as possible on the day the employee will be absent. If it is not possible to notify the supervisor or department head, the employee shall notify the Business Administrator or the Police Department who shall be responsible to forward the notice to the supervisor or department head.
- b. In the event that an employee does not follow the foregoing procedure, the Business Administrator at his discretion may take disciplinary action to be confirmed by the Township Committee.
- c. The reason for each absence shall be listed on the time report and other reports relating thereto, with a statement as to whether or not it is approved by the supervisor or department head.
- d. The supervisor or department head shall file with the Business Administrator, on a daily basis, all notices of "intended absence" from duty.

### **9-6.4 Death in Family; Leave of Absence With Pay.**

- a. In the case of death in the immediate family, an employee shall be granted leave and suffer no loss of regular straight time pay from the day of death, up to and including the day of the funeral not to exceed four (4) work days.
- b. Immediate family shall be defined as the employee's spouse, and the employee's or his/her spouse's child, stepchild, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, grandparents, step-grandparents, son-in-law, stepson-in-law, daughter-in-law, stepdaughter-in-law, grandchildren and step-grandchildren. This section shall also apply to those family members who regularly reside in the employee's household.
- c. Reasonable verification of the event may be required by the Township.
- d. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of the bereavement.
- e. An employee may make a request to the Business Administrator for time off to attend a funeral separate and distinct from bereavement leave. Such request, if granted by the Business Administrator, shall be charged at the option of the employee as a personal day, vacation day or against accumulated compensatory time off.

### **9-6.5 Scheduling of Vacations.**

Supervisors or department heads shall schedule the individual vacation days or weeks so that the functions of the Township can be carried on with a minimum of delay or public inconvenience. The employee with the longest continuous service with the Township shall have preference in the assignment of vacation days.

#### **9-6.6 Use of Vacation Days.**

An employee with prior approval of his/her supervisor or department head may charge a single day or two (2) against his vacation time but no more than five (5) vacation days shall be used in this manner or for that purpose, during any twelve (12) month period. The Business Administrator may, with the concurrence of the department head or supervisor, approve additional single vacation days in excess of the stated five (5) days.

#### **9-6.7 Vacation Allowances.**

Permanent full-time officers and employees shall receive vacation with pay for each twelve (12) month period in accordance with the following schedule:

- a. From the beginning of the second year of service through the fifth (5th) year of service - ten (10) working days.
- b. From the beginning of the sixth (6th) year of service through the tenth (10th) year of service - fifteen (15) working days.
- c. From the beginning of the eleventh (11th) year of service through the fifteenth (15th) year of service - twenty-two (22) working days.
- d. From the beginning of the sixteenth (16th) year of service through the twentieth (20th) year of service - twenty-four (24) working days.
- e. From the beginning of the twenty-first (21st) year of service - twenty-eight (28) working days.

Probationary or permanent part-time employees are eligible on a prorated basis. No employee shall accumulate vacation benefits those months in which said employee is not performing his/her assigned work assignment.

#### **9-6.8 Accumulation of Vacation Time.**

All vacation time shall be used in the current year and shall not be accumulated without the prior approval of the Township Administrator and further subject to any special provisions that the Township Administrator may decide to be in the best interest of the Township.

#### **9-6.9 Compensation in Lieu of Vacation.**

It is the policy of the Township that each employee take advantage of the authorized vacation period for reasons of health, rest, relaxation and pleasure and thus extra compensation in lieu of vacation shall not be allowed unless prior authorization shall be obtained from the Township Committee or as specifically stated in personnel contracts.

#### **9-6.10 Attendance Review.**

The attendance record of each employee shall be reviewed periodically, annually, and at such time that a promotion or reduction in force is being considered.

#### **9-6.11 Permission Required for Absence; Exceptions.**

An employee must obtain permission to be absent from his employment at least twenty-four (24) hours in advance except in case of illness, accident, death or vacation. Failure to obtain a baby sitter or lack of transportation, shall not be considered an acceptable reason for being absent or late.

Where an employee requests permission to use an individual day or part thereof, such request shall be granted at the discretion of the Department Head, Supervisor or Business Administrator.

#### **9-6.12 Vacation Requests; Approval; Advance Notice.**

All employees shall submit requests for vacation at least one (1) month in advance to the supervisor or department head, in duplicate, on the form provided by the Business Administrator for that purpose. After

signing his/her approval, the supervisor or department head shall turn the form over to the Business Administrator. An approved copy of the form will be returned to the employee. Emergency conditions to justify the granting of emergency vacation use will be considered separately on an individual basis, notwithstanding the time limitations otherwise set forth above. The Township may decline a request for vacation if approving the request will adversely impact on the Township's ability to maintain order, safety and/or effective operation of the department. When two (2) or more employees request the same vacation dates and the Township determines that in order to maintain order, safety and/or effective operation of the department, one or more of these requests must be declined, seniority will be the determining factor if such requests are submitted to the department head prior to the first day of January in the year in which the vacation request is made. Requests made during the year for which the vacation request is made will be evaluated on a first come, first serve basis.

**9-6.13 Supervision by Business Administrator; Advance Notice.**

In those cases where an employee is not directly responsible to a supervisor or department head, all requests for vacation, or absence from work, shall be presented to the Business Administrator at least one (1) month in advance of the requested date.

**9-6.14 Use of Individual Days; Procedure.**

Where an employee requests permission to use an individual day or part thereof, for leave or vacation, such request shall be granted at the discretion of the supervisor, department head or Business Administrator. Where permission is sought to use an individual day, the one (1) month notice required by subsection 9-6.12 above, shall be waived provided that the permission can be granted without affecting the operation of the department.

**9-6.15 Compensation for Court Appearances; Suit by Employee Against Township.**

- a. An employee of the Township shall receive the standard daily compensation for Court appearances, requested by the Township Committee, the Township Attorney or an attorney representing the Township's insurance company in which the Township is a party.
- b. Where an employee has instituted a suit against the Township for benefits beyond those initially provided by the Workmen's Compensation Act, the employee shall be granted leave without pay. The employee shall sign a statement setting forth the reason for taking time off which reason shall be filed with his supervisor or department head with a copy to the Business Administrator.

**9-6.16 Other Court Appearances; Leave of Absence Without Pay.**

An employee required to make a Court appearance in litigation not involving the Township or who is subpoenaed as a witness upon request as set forth above, shall be granted leave of absence without pay. An employee may utilize a vacation day or a personal day in lieu of losing a day's pay. It is expressly understood that an employee may not use a sick day for court appearances.

**9-6.17 Jury Duty.**

Any employee subpoenaed for jury duty shall receive his/her standard daily pay and shall be responsible to return to the Township any compensation received by the employee as a juror. Where an employee receives notice of jury duty, he/she shall immediately advise his/her department head or supervisor, who in turn shall notify the Business Administrator and Chief Financial Officer so that he/she can arrange to receive the compensation received by the employee for jury duty. Any employee on jury duty shall be responsible to return to work when not actively serving on a jury or when released prior to noontime.

**9-6.18 Military Leave.**

Military leave shall be handled as prescribed by the applicable provisions of the New Jersey Statutes Annotated.

**9-6.19 Attendance at Military Reserve Duty.**

Leaves requested by employees who are members of the New Jersey National Guard or a military reserve unit in order to make minimum attendance requirements, shall be governed by the applicable provisions of the New Jersey Statutes Annotated.

**9-6.20 Leaves of Absence on Election Day.**

Any employee who is candidate for public office, a member of a District Board of Elections or a County Committee member, upon permission, shall be granted a leave of absence without pay on election day.

**9-6.21 Volunteer Fire Company, First Aid Squad Members, or Emergency Management.**

The Business Administrator will maintain a list of all active and exempt members of the Volunteer Fire Departments, First Aid Squads, and Emergency Management. Upon request of the Township Fire Chief, Assistant Fire Chief, First Aid Captains, or Emergency Management Coordinator, all Township employees on the individual lists may answer alarms or calls where they are requested unless performing duties that would cause detriment to the Township.

Any employee responding to the emergency call and not needed is required to immediately return to his/her job site.

**9-6.22 Attendance at Seminars, Continuing Education, Etc.**

Requests to attend conferences, seminars and other administrative programs away from the Municipal Complex, dealing with Municipal affairs, shall be made to the Business Administrator. The requests for leave of absence with pay, shall identify the days that the programs shall run as distinguished from the number of days required for travel and it shall be accompanied by an estimate of the costs that could be charged to the Township.

**9-6.23 Compensation for Federal/State Certifications.**

Employees who attain a Federal/State Certification by passing a Federal/State examination and that is directly related to their current position, pre-approved by the Business Administrator will receive a stipend in an amount of one thousand (\$1,000.00) dollars unless otherwise specified by collective bargaining agreement. The number of Certifications Stipends will be limited to a maximum of two (2) per employee, unless additional stipends are approved by the Business Administrator. The list of approved eligible certifications will be available in the Office of the Business Administrator.

**9-6.24 Reimbursement of Transportation Costs Associated with a Leave of Absence to Attend Seminars, Continuing Education, Etc.**

It is Township policy to provide transportation to conferences and continuing education at no expense to the employee. However, in the event that the employee is required to provide his/her own transportation, the Township will reimburse the employee at the mileage rate established by a resolution of the Township Committee, with prior approval of the Business Administrator.

**9-6.25 Requests for Other Leaves of Absence Without Pay.**

- a. Requests for permission for a leave of absence without pay for other compelling reasons, shall be granted by the Business Administrator or Township Committee on recommendation of the Business Administrator. An employee desiring a leave of absence without pay, will submit a request in writing, to his/her department head or supervisor giving the following information:
  1. The period for which the leave is desired (maximum of ten days).
  2. The reason for the leave.

3. The specific date on which he/she will return to work and upon which he/she can expect to be terminated from his/her employment if he/she has not returned to work or obtained an extension of the original leave.
- b. The department head or supervisor shall forward his/her recommendation in writing, together with the employee's written request, to the Business Administrator for presentation to the Township Committee. If the Township Committee approves the leave without pay, the date of the leave shall be recorded in the employee's personal file. Prior to starting the approved leave without pay, the employee shall arrange with the Chief Financial Officer to pay any benefit payments due during the period the employee is off the payroll. Failure to make these arrangements may result in loss of benefits.

## **9-7 SICK LEAVE.**

### **9-7.1 "Sick Leave" Defined.**

Sick leave shall mean absence of an employee from post or duty because of illness, accident, exposure to contagious disease, or attendance upon a member of the employee's immediate family, seriously ill and requiring the care or attendance of such employee.

### **9-7.2 "Immediate Family" Defined.**

For the purpose of this chapter, a member of the immediate family shall mean the employee's spouse, and the employee's or his/her spouse's child, stepchild, mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, grandparents, step grandparents, son-in-law, stepson-in-law, daughter-in-law, stepdaughter-in-law, grandchildren and step grandchildren. This section shall also apply to those family members who regularly reside in the employee's household.

### **9-7.3 Illness of Family Members.**

Sick leave shall not be interpreted as including an extended period where the employee serves as a nurse or housekeeper during a protracted period of illness of a member of the family.

### **9-7.4 Verification of Illness by Township.**

In all cases of reported illness or disability suffered by an employee or a member of an employee's immediate family, the Township reserves the right to send medical personnel to examine and report on the condition of the patient to the Business Administrator.

### **9-7.5 Physician's Statement Required.**

Every absence on account of illness or disability of an employee or a member of the employee's immediate family for three (3) or more days must be certified by a written statement from the attending physician. The Business Administrator has the right to waive this requirement or to require the employee to be examined by a Township medical physician and certified as fit for duty, before returning to work. The Business Administrator shall notify the Township Committee of any said waivers given to an employee. Nothing contained herein shall limit the right of the Business Administrator to require proof of illness of any employee on sick leave, whenever such requirement appears reasonable under the circumstances, including a pattern of absences. Abuse of sick leave shall be cause for disciplinary action. The attendance of all employees will be monitored monthly for abuse of sick leave by calculating the number of "occurrences" of sick leave an employee uses in any twelve (12) month period or by establishing a pattern of methodically utilizing sick leave. A single "occurrence" is defined as any period of consecutive days out on sick leave. For example, an employee who is out one-half (1/2) day will be charged with one (1) occurrence. An employee who is out for three (3) consecutive days will be charged with one (1) occurrence. An employee who is out for six (6) consecutive weeks will be charged with one (1) occurrence. An employee who is out once for one-half (1/2) day and out for six (6) consecutive weeks will be charged with two (2) occurrences. Abuse of sick leave is defined having occurred in accordance with the schedule below:

- a. *Level 1.* An employee who has had no more than two (2) occurrences in any twelve (12) consecutive months will be considered to have excellent attendance.
- b. *Level 2.* An employee who has had three (3), four (4) or five (5) occurrences in any twelve (12) consecutive months will be considered to have acceptable attendance.
- c. *Level 3.* An employee who has had six (6) occurrences in any twelve (12) consecutive months will be considered to have unsatisfactory attendance and will receive a verbal warning.
- d. *Level 4.* An employee who has had seven (7) occurrences in any twelve (12) consecutive months will be considered to have unacceptable attendance and will receive a written warning.
- e. *Level 5.* An employee who has had eight (8) occurrences in any twelve (12) consecutive months will be charged with abuse of sick leave and will receive a written warning and on the employee's next paycheck, their last use of sick leave (one (1) day minimum/three (3) days maximum) will be docked from that check and added back into the employee's sick leave bank (in the event that the employee's last absence was without pay, their paycheck will be docked for number of days last absent [one (1) day minimum/three (3) days maximum] and no days will be added to the employee's sick leave bank).
- f. *Level 6.* An employee who has had nine (9) occurrences in any twelve (12) consecutive months will be charged with abuse of sick leave and will receive a written warning, on the employee's next paycheck, their last use of sick leave (one (1) day minimum/three (3) days maximum) will be docked from that check and added back into the employee's sick leave bank (in the event that the employee's last absence was without pay, their paycheck will be docked for number of days last absent [one (1) day minimum/three (3) days maximum] and no days will be added to the employee's sick leave bank) and receive a two (2) day suspension without pay from the Business Administrator.
- g. *Level 7.* An employee who has had ten (10) occurrences in any twelve (12) consecutive months will be charged with abuse of sick leave and will receive a written warning, and on the employee's next paycheck, their last use of sick leave (one (1) day minimum/three (3) days maximum) will be docked from that check and added back into the employee's sick leave bank (in the event that the employee's last absence was without pay, their paycheck will be docked for number of days last absent [one (1) day minimum/three (3) days maximum] and no days will be added to the employee's sick leave bank) and receive a ten (10) day suspension without pay from the Business Administrator.
- h. *Level 8.* An employee who has had eleven (11) occurrences in any twelve (12) consecutive months will be charged with abuse of sick leave and their employment will be terminated by the Business Administrator with confirmation by resolution of the Township Committee.

An employee who has established a pattern of methodically utilizing sick leave is subject to increased disciplinary action by the Business Administrator and/or the Township Committee (example: a series of occurrences before or after a holiday, an occurrence every other month, a series of occurrences on Mondays and/or Fridays, a series of occurrences on days when particular work assignments are scheduled, etc.). The Business Administrator and Township Committee may take into consideration extenuating circumstances in administering these provisions. Nothing contained herein shall limit the Business Administrator and/or Township Committee from using other factors in determining whether an employee is abusing sick leave.

#### **9-7.6 Interim Reports; Instructions of Physician to Be Followed.**

During protracted periods of illness or disability of an employee or a member of the employee's immediate family, the Business Administrator may require interim reports on the condition of the patient at weekly or biweekly periods, from the attending physician and/or a Township medical physician. When under medical care, employees are expected to conform to the instructions of the attending physician if they wish to qualify for salary payment during such period of illness or disability.

**9-7.7 Payment for Sick Leave; Full-Time and Part-Time, Permanent or Probationary Employees Only.**

The rules which follow apply to the payment of salaries during periods of illness or disability, of regular, permanent or probationary full-time employees. Probationary or permanent part-time employees are eligible on a prorated basis. Casual employees are not entitled to compensation for such absences.

- a. 1. *Permanent and Probationary Full-Time Employees.* Permanent and probationary full-time employees will accumulate paid sick leave during a calendar year at the rate of one and one-quarter (1-1/4) working days per month. If an employee uses none or only a portion of this allowable sick leave during any calendar year, the amount of this leave not taken accumulates to his/her credit from year to year, and the employee is entitled to use the accumulated sick leave with pay if and when needed. No employee shall accumulate sick leave benefits during those months in which the employee is not performing his normal work assignment. The department head or supervisor shall provide each employee within his/her department a report of his/her sick leave, unused vacation and personal days to the employee's next anniversary date, and compensatory time records. Said information shall be supplied within five (5) working days of the receipt of the request from the employee. Each employee shall be entitled to make such a request once a year.
- b. Any full-time or probationary employee who does not incur any sick days in an anniversary year will receive three and one-half (3-1/2) days off the following anniversary year for perfect attendance. The employee may elect to receive same either in pay or time off. The incurring of job-related disability or injury leave shall not impact upon the perfect attendance record. Probationary or permanent part-time employees are eligible on a prorated basis. No employee shall be allowed to work and endanger the health and well being of other employees and if the employee's condition warrants, the employee may be directed to take sick leave. The department head or supervisor may direct the employee to the Township physician for an opinion as to the eligibility of the employee to be absent from work. Any employee who takes sick leave after he/she has already worked a portion of the work day, may use one-half (1/2) day of his/her leave benefits.

**9-7.8 Conditions When Sick Leave With Pay Disallowed.**

Sick leave with pay shall not be allowed under the following conditions:

- a. When the employee, under medical care, fails to carry out the orders of the attending physician.
- b. When in the opinion of the Township medical physician, the employee is ill or disabled because of self-imposed contributory causes or actions contrary to the code of conduct as set forth in Section 9-2.
- c. When in the opinion of the Township medical physician, the disability or illness is not of sufficient severity to justify the employee's absence from duty.
- d. When an employee does not report to the Township physician.
- e. When an employee does not follow the notification procedure outlined below:

The department head or supervisor shall be notified as early as possible, but no later than sixty (60) minutes prior to the start of the scheduled work shift from which he/she may be or expects to be absent. If the supervisor is not available then the employee must contact the Police Department. Failure to so notify the department head and/or Police Department, absent extraordinary circumstances, may be cause for denial of the use of sick leave for the absence and constitute cause for disciplinary actions.

Nothing in this provision shall be construed to contradict any rights provided under Federal and/or State Law.

**9-7.9 Second and Third Medical Opinions May Be Required.**

The recommendation of the Township's medical physician as well as those of the attending physician, as to the justification of the absence from duty on account of disability or illness or of the fitness of the employee to

return to duty shall be considered by the Business Administrator. The Business Administrator reserves the right in such cases where there is a difference in professional opinion between the Township physician and the personal physician, to require the employee to submit to an examination by a third doctor. The selection of the third physician is to be by mutual agreement or in the event of their failure to reach such agreement, such third physician shall be appointed by the Monmouth County Medical Society. The report of the third physician shall be dispositive of the matter.

**9-7.10 Least Amount of Sick Leave to Be Used.**

In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day.

**9-7.11 Elective or Ordinary Medical Procedure.**

Sick leave cannot be allowed for such things as ordinary dental care, nor for any other professional services that may be normally scheduled within the employee's regular off time. The utilization of sick leave for elective medical procedures will not be considered without sufficient medical evidence to substantiate the necessity of scheduling the medical or dental services during the work day.

**9-7.12 Injury on Job Not Counted Against Sick Leave.**

An employee who is certified as absent on account of a disability or accident arising out of or in the course of his employment with the Township shall not have such absence charged against his/her sick leave. All other provisions regarding absence on account of sickness or disability shall apply.

**9-7.14 Family Leave.**

The Township shall comply with all aspects of any and all applicable Federal and State laws regarding Family Leave. Policies related to Family Leave are detailed in the Personnel Policy Handbook.

**9-7.15 Additional Sick Leave Without Pay.**

An employee on sick leave who has expended all his/her benefits and who cannot resume his/her normal duties as a result of the illness, upon the submission of medical evidence, may be continued without pay as an employee by resolution of the Township Committee and the employee shall pay for the entitled benefits. At the conclusion of three (3) months, if the employee is not able to resume his/her normal duties, he/she shall be terminated by resolution as an employee of the Township. Any employee on unpaid sick leave not approved by resolution of the Township Committee will be subject to disciplinary action up to and including termination.

**9-8 JOB INCURRED INJURY.**

**9-8.1 Report of Injury Required; Time Limit.**

Whenever an employee is involved in an incident whereby the employee may be injured while working, whether slight or severe, the employee must immediately make a report of the incident to their department head or supervisor.

**9-8.2 Notification of Proper Authorities.**

The department head or supervisor shall be responsible to see that all information concerning the injury is given to the Human Resources Director, who in turn shall be responsible to notify the insurance company. Any injury that must be reported to the New Jersey Division of Pensions and Benefits shall be reported to that system by the employee through the certifying agent.

### **9-8.3 Examination and Medical Treatment.**

Whenever an employee sustains an injury, it shall be the obligation of the department head or supervisor to contact the Human Resources Director who will make immediate arrangements for examination and medical treatment if necessary or when requested by the employee. In cases of emergency, medical treatment shall be arranged at the nearest hospital facility without delay. Any other examination and/or medical treatment shall be administered by the Township physician or any other doctor as may be designated by the Human Resources Director.

The Township may challenge the duration of any such leave whenever it deems it appropriate and may require an employee to, at the Township's expense, undergo a physical examination by a Township-appointed physician. If the physician's report indicates that the employee is fit to report for duty and the employee disagrees, he/she may undergo a physical examination at his/her own expense by his/her own physician. In the event of a disagreement between the reports of the two (2) physicians, a third physician shall be agreed upon by the Township's physician and the employee's physician or in the event of their failure to reach such agreement, such third physician shall be recommended by the Township's insurer. The report of the third physician shall be dispositive of the matter.

### **9-8.4 Qualifying Period for Workmen's Compensation.**

When an injured employee with a work-connected disability is on sick leave for less than the seven (7) day period necessary to qualify for Workmen's Compensation benefits, the Township shall pay the employee at the normal rate for those days the employee was absent from work.

### **9-8.5 Workmen's Compensation Benefits.**

Any employee who sustains a work-connected injury and is eligible for Workmen's Compensation benefits, shall be eligible to receive those benefits provided by said law and in addition shall receive from the Township the difference between his/her regular straight time pay and the benefits provided under the Workmen's Compensation up to a maximum of twenty-six (26) weeks. In the event the employee seeks to extend this additional benefit to his/her work-incurred injury leave beyond the twenty-six (26) weeks for an additional twenty-six (26) weeks up to a maximum of fifty-two (52) weeks total, he/she must present to the Township a medical report indicating the reasons therefor. The Township shall advance to the employee an amount equal to the Workmen's Compensation check for any week he/she is absent until the employee begins to receive his/her normal Workmen's Compensation checks. When the employee receives his/her Workmen's Compensation checks the employee agrees to sign over to the Township those number of checks which the employee was advanced by the Township. Failure to sign over the appropriate number of checks to the Township shall subject the employee to immediate dismissal or other disciplinary action.

### **9-8.6 Records and Report of Time Lost.**

It shall be the obligation of the department head or supervisor to keep records of and to report any loss of time due to work connected injuries to the Human Resources Director and Chief Financial Officer.

### **9-8.7 Investigation and Report of Injuries; Recommendations.**

The department head or supervisor shall make a separate and independent investigation of any and all injuries sustained by an employee under his/her supervision and make a written report thereof including any recommendations to avoid a recurrence of said injury, to the Human Resources Director and the Business Administrator.

### **9-8.8 Modified Duty, Medical Treatment and/or Physical Therapy, Requirements to Return to Full Duty after Injury or Illness; Procedures.**

When employees who are injured on the job, who are not capable of returning to work full duty but are physically capable to perform modified duty, will be required to report to work for modified duty as assigned by the Business Administrator, Human Resources Director, or department head until they are reasonably able to

transition to their previous position or transfer to a permanent position with the Township that does not exceed their capabilities. In the event such modified duty includes classroom training, such training shall occur at sites designated by the Township and comprehensive training examinations will be conducted daily. Any employee requiring therapy during the work day would be released to attend such therapy. Once an employee is returned to work full duty, any employee who requires further therapy will not be released to attend such therapy during the regular work day. Such therapy must be scheduled on the employee's personal time.

Any employee who has a stable non-work or work related injury or illness will be required to return to work full duty within thirty (30) days post injury or be subject to termination unless significant progress has been documented by the attending physician, by the transitional work program, or by the physician or therapist performing the Fit for Duty Employment Testing no more than every thirty (30) days as status changes after the injury or illness. Employees who continue to show significant progress up to thirty (30) days, but still cannot perform "full duty", may have up to three (3) thirty (30) day extensions to this policy as determined by the attending physician, by the transitional work program, or by the physician or therapist performing the Fit for Duty Employment Testing. Furthermore, employees who have reached maximum medical improvement (MMI) as determined by their physician and have not demonstrated adequate capability to perform the essential functions of the job held prior to the injury or illness with or without reasonable accommodation will be terminated unless there are vacant permanent positions the employee is qualified for outside of modified duty that do not exceed their physical capabilities. Federal District Court has held that a "return to work program does not violate the Americans With Disabilities Act (ADA) when it permits the employer to place on medical layoff injured employees who reach MMI". It is the Township's policy that modified duty positions be available for recently injured employees needing transitional return to work.

## **9-9 RETIREMENT BENEFITS.**

### **9-9.1 Applicable Retirement Plans.**

All Township employees enrolled in the New Jersey Public Employee's Retirement System, the Police and Firemen's Retirement System of New Jersey or any other retirement plan authorized by the New Jersey Division of Pensions and Benefits, shall be subject to the requirements and provisions of the respective plans.

### **9-9.2 Enrollment in Pension System.**

All permanent full-time and permanent part-time employees shall be enrolled in the Pension System as of their permanent employment date.

### **9-9.3 Contributions from Employee Deducted from Salary.**

An employee's contribution to the plan shall be deducted from the salary paid to such permanent full-time or permanent part-time employee, and remitted to the State in accordance with the provisions of State Law.

### **9-9.4 Application for Retirement Benefits.**

An employee having completed the required number of years of service, and having attained the specified age, under a State authorized retirement program or is retired on approved disability, shall apply for retirement as provided by the Plan and State Law. Said retirees who have completed twenty-five (25) years of continuous service to the Township of Neptune, will be provided with hospitalization benefits for the employee and his/her dependents under the New Jersey State Health Benefits Program in accordance with State of New Jersey Statute Chapter 88. In the event the Township changes insurance carriers, substantially similar benefits will be provided.

### **9-9.5 Retirement Information Available.**

All information regarding retirement can be obtained from the office of the certifying agent.

#### **9-9.6 Accumulated Sick Leave; Compensation Upon Retirement.**

Permanent full-time employees with a minimum of twenty-five (25) years service to the Township and who shall have accumulated sick leave upon retirement shall be entitled to one-half (1/2) day's pay at the rate of pay in effect at the time of retirement for each full day of unused accumulated sick leave up to a maximum of one hundred thirty (130) days pay, reflecting the accumulation of two hundred sixty (260) days unused sick leave. This payment shall not exceed \$15,000.00 unless otherwise authorized by law or outlined in an employment contract in effect as of January 1, 2019. *Permanent part-time employees are eligible on a prorated basis.*

### **9-10 HEALTH BENEFITS.**

#### **9-10.1 Eligibility for Enrollment in New Jersey Health Benefits Program.**

The Township shall provide enrollment in the State Health Benefits Program for all permanent and probationary full time employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee received his/her permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid.

Eligibility for health benefits shall be consistent with the requirements of the New Jersey Division of Benefits and Pensions, State Health Benefits Program eligibility regulations.

Employee contributions for health benefits shall be in accordance with the requirements of the New Jersey Division of Benefits and Pensions, State Health Benefits Program or as specifically negotiated in an employment contract in compliance with state law.

#### **9-10.2 Drug Prescription Program and Dental Program.**

The Township shall provide enrollment in the State Health Benefits Prescription program for all permanent and probationary full time employees who have been on the payroll for two (2) months, at the beginning of the third month of employment. If an employee received his/her permanent appointment after the fifth day of the month, such month shall not be counted as aforesaid. The Township shall have the right to change insurance carriers so long as equivalent or better benefits are provided to those available under the New Jersey State Benefits Prescription Program.

The Township shall provide a dental plan for all full time employees and their families. The Township shall pay the full cost of the foregoing program for the employee and his/her eligible dependents for eligible employees with a date of hire prior to January 1, 1997. The Township will pay the full cost of the dental care plan. The Township shall have the right to change insurance carriers so long as equal or better benefits are provided to those that are currently available under the Dental Program.

#### **9-10.3 Employee Contribution Towards Health Benefits.**

The Township desires to comply with the provisions of Chapter 2, P.L. 2010 which defines the requirements of contributions by active employees towards the cost of employee health benefits.

- a. All active employees enrolled in the Township's Health Benefits Plan shall be required to contribute at least one and one-half (1.5%) percent of their annual base pay towards the cost of the health benefits .
- b. If a subsequent employment contract is negotiated with a contribution rate higher than one and one-half (1.5%) percent, the employee(s) covered under such subsequent contract shall contribute at the rate negotiated in the subsequent contract but in no instance shall a subsequent contract require a contribution of less than one and one-half (1.5%) percent.
- c. Each employee receiving health benefits shall have a pre-tax payroll deduction each pay period at an amount such that the annual contribution toward health benefits meets the provisions as described herein.

- d. Active employees who waive health benefits coverage shall not be required to contribute toward the cost of health benefits.

## **9-12 GRIEVANCE PROCEDURES.**

### **9-12.1 Treatment of Employees and the Public.**

Every employee shall be treated fairly, courteously, and with respect. Conversely, each employee shall accord the same respect to his/her associates, supervisors, and to the public. Each employee shall be careful that his or her behavior, actions, language, dress or conduct, does not reflect adversely upon himself or herself and/or on the Township.

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment.

Nothing herein shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his or her immediate supervisor or foreman.

A grievance is defined as an appeal by an individual employee concerning the interpretation, application or alleged violation of this chapter, Township policies and/or procedures or Administrative decisions by the Township Committee or the Business Administrator affecting terms and conditions of employment.

The time periods set forth in this procedure shall be deemed the maximum. However, the parties may mutually agree to extend any time limit set forth in the procedure. In the event that any Step of the grievance procedure is without authority to adjust or resolve the grievance, the aggrieved party may initiate the grievance at the First Step of the procedure that is authorized to adjust the matter.

### **9-12.2 Responsibility of Department Head or Supervisor.**

- a. *Step 1.* Within seven (7) workdays of knowledge of the facts giving rise to the grievance, the aggrieved party shall discuss it orally with the department head in an effort to resolve the matter.
- b. *Step 2.* If the grievance is not resolved informally at Step 1, the aggrieved party shall, within seven (7) working days of the Step 1 denial, submit it in writing to the department head. The written grievance shall set forth the nature of the grievance, the relief sought and the disposition of Step 1. The department head shall render a written decision to the aggrieved party and Association within ten (10) calendar days setting forth his/her reasoning for the decision.

### **9-12.3 Forwarding of Grievance to Business Administrator.**

- a. *Step 3.* If the grievance is denied at Step 2, or no decision is rendered within time-period, the grievance may be processed to the Township Business Administrator within seven (7) work days.

### **9-12.4 Responsibility of Business Administrator.**

Within ten (10) days of receipt of the grievance the Business Administrator shall either issue a written decision or hold a meeting on the grievance. In the event the Business Administrator determines to hold a meeting on the grievance, a written decision shall be issued within ten (10) days of the end of the meeting.

### **9-12.5 Grievance Information Maintained in Employee's File.**

All papers and documents relating to the grievance and the disposition thereof, shall be placed in the employee's personal file.

## **9-13 DISCIPLINARY ACTIONS.**

### **9-13.1 Disciplinary Actions - General.**

The Township of Neptune will at all times consider the rights of the employee in matters of discipline. It is the responsibility of the immediate supervisor to enforce and maintain proper discipline. To ensure that employees are informed when infractions or shortcomings are noted, a progressive disciplinary procedure will ordinarily be utilized. In certain more severe instances, it may be necessary to bypass one or more of the preliminary steps in order to impose suspension or dismissal of an employee.

Neither this manual nor any other Township guidelines, policies or practices create an employment contract. Employment with the Township may be terminated at any time with or without cause or reason by the employee or Township.

An employee may be subject to discipline for any of the following reasons:

- Falsification of public records, including attendance and other personnel records.
- Failure to report absence.
- Harassment of co-workers and/or volunteers and visitors.
- Theft or attempted theft of property belonging to the Township, fellow employees, volunteers, or visitors.
- Failure to report to work day or days prior to or following a vacation, holiday and/or leave, and/or any other unauthorized day of absence.
- Fighting on Township property at any time.
- Being under the influence of intoxicants (e.g. liquor) or illegal drugs (e.g. cocaine or marijuana) on Township property and at any time during work hours.
- Possession, sale, transfer or use of intoxicants or illegal drugs on Township property and at any time during work hours.
- Insubordination.
- Entering the building without permission during non-scheduled work hours.
- Soliciting on Township premises during work time. This includes but is not limited to distribution of literature or products or soliciting membership in fraternal, religious, social or political organizations, and/or sales of products.
- Careless waste of materials or abuse of tools, equipment or supplies.
- Deliberate destruction or damage to Township or suppliers' property.
- Sleeping on the job.
- Carrying weapons of any kind on Township premises and/or during work hours, unless carrying a weapon is a function of your job duties.
- Violation of established safety and fire regulations.
- Unscheduled absence and chronic or excessive absence.
- Chronic tardiness.
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours.
- Defacing walls, bulletin boards or any other Township or suppliers property.
- Failure to perform duties, inefficiency or substandard performance.
- Unauthorized disclosure of confidential Township information.
- Gambling on Township premises.
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Township premises.
- Deliberate delay or restriction of your work effort, and/or incitement of others to delay or restrict their work effort.
- Conviction of a crime or disorderly persons offense.
- Violating any Township rules or policies.
- Conduct unbecoming a public employee.
- Violation of Township policies, procedures and regulations.
- Violation of Federal, State or Township laws, rules, or regulations concerning drug and alcohol use and possession.
- Unauthorized use of computers, internet and email
- Misuse of public property, including motor vehicles.
- Other sufficient cause.

Major disciplinary action includes termination, disciplinary demotion, suspension exceeding five (5) working days. Minor discipline includes a formal, written reprimand or a suspension of five (5) working days or less. Employees who object to the terms or conditions of the discipline are entitled to a hearing under the applicable grievance procedure and/or this handbook. In every case involving employee discipline, employees will be provided with an opportunity to respond to charges either verbally or in writing.

In cases of employee misconduct, the Township believes in corrective action for the purpose of correcting undesirable behavior and preventing a reoccurrence of that behavior. The corrective action taken will be related to the gravity of the situation, the number and kind of previous infractions and other circumstances. In every case, employees will be given an opportunity to state the situation from their point of view.

In order to correct undesirable behavior, supervisors and managers may utilize the following corrective tools: verbal reprimand; Township Administrator review; written reprimand; suspension; fines; and, dismissal. Under normal circumstances, the Township endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. At the discretion of the Township, action may begin at any step, and/or certain steps may be repeated or by-passed, depending on the severity and nature of the infraction and the employee's work/disciplinary record.

### **9-13.2 Progressive Discipline**

The normal application of progressive discipline should be:

#### **A. Step 1: Verbal Warning**

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or the violation of company policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve performance or resolve the problem. A corrective action plan must be implemented. This meeting is to be documented on an "Employee Warning Notice".

This meeting must be documented to ensure that the employee has a clear understanding of what is expected of him/her. Within one (1) business days of this meeting, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the "Employee Warning Notice" to demonstrate his or her understanding of the issues and the corrective action.

#### **B. Step 2: Written warning**

Although the Township hopes that the employee will promptly correct any performance, conduct or attendance issues that were identified in Step 1, the Township recognizes that this may not always occur. The Step 2 written warning involves more detailed documentation of the performance, conduct or attendance issues and consequences.

During Step 2, the immediate supervisor and a division manager or director will meet with the employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations.

#### **C. Step 3: Suspension and final written warning**

There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Department.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non-exempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension unless approved by the Township Administrator. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Township Administrator will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status. The Township Administrator will advise.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

#### D. Step 4: Recommendation for termination of employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, the Township will exercise the progressive nature of this policy by first providing documented verbal warning with corrective action plan, written warning with performance improvement plan, a final written warning or suspension from the workplace with performance improvement plan before proceeding to a recommendation to terminate employment. However, the Township reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Township Administrator and Committee. The Township Administrator shall also consult with the Township's Labor Counsel in termination cases. Final determination of termination of an employee will be provided in writing.

#### E. Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline, and such behavior may be reported to local law enforcement authorities. Typically, the supervisor should suspend the employee immediately (with or without pay) and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

### **9.13.3 APPEAL OF DISCIPLINARY ACTION**

Any employee may appeal a disciplinary action taken by his immediate supervisor, by means of the procedure set forth for the handling of grievances, to the Township Administrator, who shall make the final determination regarding all disciplinary matters. Disciplinary actions taken by the Township Administrator may be appealed as provided by law.

### **9-13.6 Enforcement of Personnel Policies.**

Any department head or supervisor who fails to enforce the policies and Codes of Conduct as established herein or by any other ordinance of the Township and/or who knowingly tolerates the violation of said policies or codes of conduct, shall be subject to disciplinary action.

### **9-14 MERITORIOUS ACTIONS AND SUGGESTIONS.**

#### **9-14.1 Public Commendation of Employees.**

The Township Committee shall publicly commend any employee whose exemplary action or conduct has furthered the public interest and/or whose suggestion on Township operation has improved service to the Township and/or effected economy in government.

#### **9-14.2 Letters of Commendation.**

Any letter from the public commending the work or action of an employee while on duty, shall be referred to the Township Committee for its review and commendation. A copy of the letter shall be forwarded to the employee and the original placed in the employee's personal file.

#### **9-14.3 Meritorious Actions.**

Where an employee shall perform a meritorious act over and above the call of duty, appropriate formal recognition of that fact shall be made. The immediate supervisor or department head shall investigate the incident, obtain all facts relating thereto and forward a written report to the Business Administrator for presentation to the Township Committee.

#### **9-14.4 Record of Meritorious Action to Be Placed in Employee's File.**

The Township Committee shall consider the matter and take such action as is necessary and proper to commend the employee for the meritorious action. All papers in connection therewith, shall be placed in the employee's personal file.

#### **9-14.5 Suggestions for Improving Township Services.**

All employees shall submit to the supervisor or department head any and all suggestions for improving service within the Township and effecting economy in operation.

#### **9-14.6 Encouragement by Supervisors or Department Heads.**

Supervisors or department heads, shall encourage the cooperation of and suggestions from employees towards the end that the public may be the better served.

#### **9-14.7 Forwarding of Suggestions to Business Administrator.**

Supervisors or department heads shall report to the Business Administrator any suggestions or ideas submitted by an employee that have improved services and affected economies of Township operations.

#### **9-14.8 Report to Township Committee.**

Whenever specific suggestions or ideas result in an improvement in service or of an economy of operation within the Township, a written report thereof shall be referred to the Business Administrator for consideration by the Township Committee.

#### **9-14.9 Commendation of Employees for Suggestions.**

The Township Committee shall study all reports of suggestions submitted by the Business Administrator and if deemed appropriate under the circumstances, publicly commend the employee.

#### **9-14.10 Commendations to Be Placed in Employee's File.**

All papers relating to the suggestion and the action taken by the Township Committee in relation thereto, shall be placed in the employee's personal file.

### **9-15 CLASSIFICATION AND TRANSFERS.**

#### **9-15.1 Promotions From Within.**

Employee promotions shall be made from within the ranks of the Township's staff whenever practical, and providing the employee possesses the necessary experience, temperament and knowledge to perform the required duty and providing further that the employee can be promoted without adversely effecting the operation of the department.

#### **9-15.2 Interests of Township to Be First Consideration.**

The best interest of the Township shall be the first consideration for transfer of an employee from one (1) position to another within a department or from one (1) department to another.

#### **9-15.3 Advancement; On-the-Job Training.**

Each employee shall be encouraged toward self-improvement through on-the-job training as well as by outside study and instruction in order to qualify him/her for advancement.

Supervisors or department heads shall be responsible for on-the-job instructions as well as providing guidance for all persons under their leadership.

#### **9-15.4 Promotions Made at Discretion of Township Committee.**

Promotions from within the ranks shall be made at the discretion of the Township Committee as recommended by the Township Administrator and Human Resources Director, but based, nevertheless, on the standards set forth in subsection 9-15.1 above.

#### **9-15.5 Recommendations for Promotion**

All recommendations for promotion shall be submitted in writing by the department head or supervisor and endorsed by the Business Administrator before being sent to the Township Committee for its consideration and action.

#### **9-15.6 Requests for Transfers.**

Requests by an employee for transfer to another position or department shall be submitted to the Business Administrator and Human Resources Director in writing to be considered on its individual merit by the Township Committee and under no circumstances shall such a transfer, if granted, be considered as establishing a precedent.

#### **9-15.7 Replacement of Unsatisfactory Employees.**

The Business Administrator or Hearing Officer reserves the right to replace any employee in his/her current job category when, in the opinion of the Business Administrator/Hearing Officer, the employee is performing his/her work unsatisfactorily and/or contrary to the best interest of the Township. The employee so replaced, or his/her bargaining unit, shall have the right to request a review of the charges and information by the Township Committee, but a hearing before the Township Committee will not be provided unless specifically directed by the Township Committee.

#### **9-15.8 Training Programs to Be Available.**

It shall be the responsibility of the supervisor or department head to formalize a training program for each job classification under his authority. Such training program shall be approved in writing by the Business Administrator. The training program shall be scheduled to avoid interfering with the normal operations of the Township.

The successful completion of a training program however, shall not necessarily mean a promotion or increase in salary except at the discretion of the Township Committee.

### **9-15.9 Job Openings and Training Programs to Be Posted.**

It shall be the responsibility of the Human Resources Director to post all job openings available to the employees except for the following positions: Assessment Search Officer, Business Administrator, Chief Financial Officer, Emergency Management Coordinator, Municipal Public Defender, Municipal Court Judge, Municipal Clerk, Municipal Prosecutor, Tax Search Officer, Tax Collector, and Tax Assessor . Notice of all other vacancies shall be posted. Job postings shall be posted in the following manner; job title, department, salary range, hours of work, job qualifications and person to contact. All job postings shall be held open for seven (7) working days, except in emergency circumstances as declared by the Business Administrator, where only three (3) working days will be required. All applicants for job postings shall be personally interviewed prior to appointment of the position. All applicants shall be informed within five (5) working days of a Township Committee resolution to fill a position. Unsuccessful applicant(s) who make a written request to the Business Administrator within two business days of the above notification shall be informed of the basis for the decision within ten (10) working days.

It shall be the responsibility of the department head or supervisor to post, within his/her department, all training programs available to the employees. A copy of such notice shall be forwarded to the Human Resources Director to be posted in all departments of the Township so that any and all employees regardless of their job classification may take advantage of the training program. Use of an electronic document management service will be considered to have fulfilled the requirements of posting as described herein.

### **9-15.10 Seniority.**

Seniority shall be defined as the total length of service with the Township beginning with the original date of hire. A seniority list, by department shall be created for overtime opportunities and overtime shall be distributed on a rotating basis to employees who normally perform said work within that specific department and pursuant to said list.

Seniority shall be the determining factor in the selection of vacation and personal time and special work assignments within the department provided that it does not interfere with the Township's right to accomplish the necessary task. In matter of promotions, vacancies or position upgrades, where the qualifications, skill and abilities are equal, as determined by the Business Administrator, seniority shall be the determining factor.

## **9-16 SEPARATION AND TERMINATION.**

### **9-16.1 Resignation from Position; Requirements.**

- a. An employee who resigns his/her position with the Township shall tender his/her resignation in writing to the Business Administrator and/or Human Resources Director at least two (2) weeks prior to the effective date thereof in order to provide for sufficient time for appointing and instructing a successor.
- b. In such cases where disciplinary charges are pending against the employee, the Township reserves the right to withhold acceptance of such resignation pending a determination of the charges.
- c. An oral resignation will be deemed binding but shall constitute resignation "not in good standing."
- d. Failure to provide at least two (2) weeks written notice of resignation shall cause the resignation being found to be "not in good standing".

### **9-16.2 Receipt of Final Compensation; Procedures.**

- a. An employee, when leaving the service of the Township, shall complete and sign the "Separation and Termination Receipt" in the Human Resources office before receiving his/her final compensation. This receipt shall be filed in the employee's personal file as evidence of the satisfaction of all claims against the Township.
- b. An employee terminated by the action of the Township Committee shall receive his/her final compensation upon signing the "Separation and/or Termination Receipt."

- c. On termination of the employee it shall be the responsibility of the employee to return all property of the Township together with all identity cards.
- d. An employee resigning his/her employment, shall receive his/her final paycheck on the next regularly established pay day for all Township employees.

**9-16.3 Unused Sick Leave.**

Upon termination of service for any reason except as outlined in subsection 9-9.6 above, no cash payment for unused sick leave shall be made.

**9-16.4 Employees "Not in Good Standing"; Effect.**

- a. An employee terminated in connection with a disciplinary action, or resigning and not giving at least two (2) weeks notice in writing, prior to the effective date thereof, shall be considered resigning "not in good standing" and shall forfeit any earned vacation pay, holiday pay and compensatory time off.
- b. An employee terminated due to conviction for a crime or for bringing discredit to the Township shall be terminated "not in good standing" and the employee shall forfeit any and all termination benefits unless in the discretion of the Township Committee, it is otherwise determined.

**9-16.5 Absence Without Notice.**

Any employee who shall fail to report to work for three (3) consecutive days without notice, and/or approval of the department head or supervisor, shall be considered to have resigned "not in good standing."

**9-16.6 Beneficiary of Benefits to Be Designated.**

Each employee shall designate, on the form provided by the Chief Financial Officer, a beneficiary for any monies which shall become due from the Township.

**9-17 RESTRICTIONS.**

**9-17.1 Compensation Withheld from Paychecks.**

No part of the compensation due an employee shall be withheld from his/her paycheck, except as required by law or as authorized by the employee in writing.

**9-17.2 Certain Activities Prohibited During Working Hours.**

No employee of the Township during working hours, shall sell merchandise to or solicit from other employees or engage in political activities while on Township property or on a job site apart therefrom.

**9-17.3 Personal Use of Township Equipment or Supplies.**

No employee shall use any equipment, supplies, or other material of the Township, for personal use without the prior consent of the Business Administrator.

**9-17.4 Personal Use of Township Telephones And Computers**

The policy for use of Township telephones, computers and other electronic devices during and after work hours is detailed in the Personnel Policy Handbook.

**9-17.5 Outside Employment.**

- a. Any employee of the Township seeking to engage in work or services for other employers or in other businesses, shall inform the Township in writing to the Business Administrator.

- b. The employee shall also submit to the Business Administrator a statement certifying that the outside employer maintains a certificate of Workmen's Compensation Insurance for the employee or if the employee is self-employed, an insurance policy covering him/her.
- c. Any employee classified in the job title of Building Inspector, Housing Inspector, any Subcode Official, Subcode Inspector, Construction Official, Code Enforcement Supervisor or Director of Code shall not perform work on any structure in the Township of Neptune that involves construction, building or any other type of improvement or maintenance with the following exceptions:
  - 1. The work is for the employee or a member of the employee's immediate family for which no compensation or consideration of any kind is received.
  - 2. The work is for a non-profit charitable organization for which compensation or consideration of any kind is not received provided that any required permits for the structure are issued by a licensing authority other than the Township of Neptune.

#### **9-17.6 Prohibited Compensation of Gifts.**

- a. No employee shall solicit or accept either directly or indirectly, through his/her spouse or any member of his/her family, any compensation, gift, favor or service of value which he/she knows, or should know is offered or obtained to influence him/her in the performance of his/her public duties and responsibilities.
- b. Any prohibited gift or gratuity received by any employee from any person or firm, should immediately be returned. An employee shall promptly report the receipt of such gift to the Business Administrator. If the gift is perishable or for some other reason cannot be returned, it shall be turned over to a charitable or public institution. In such instances, the employee should notify the donor in writing, that he/she is not permitted to accept such gifts and has contributed the gift to a charitable institution. A copy of the letter from the employee to the donor shall be submitted to the Business Administrator for inclusion in the employee's personal file.

### **9-18 ADMINISTRATION AND RECORDS.**

#### **9-18.1 Copy of Personnel Policies to Be Provided to Employees.**

Each employee shall be given a copy of the Personnel Policy Guidebook and directed to review the Personnel Ordinances of the Township which he/she shall study and retain for future reference. The employee shall sign a statement agreeing to conform to and abide by the policies, rules and Code of Conduct set forth therein, and return the statement to the Business Administrator.

#### **9-18.2 Township Committee to Oversee Personnel Policies.**

The Township Committee reserves the right to add to, to change, to interpret, or to eliminate personnel policies, practices and rules, whenever it appears to be in the best interests of the Township to do so.

#### **9-18.3 Amendments to Personnel Policies; Copies.**

All changes, additions or deletions in the Personnel Ordinance and/or the Personnel Policy Guidebook will be made by means of amendment thereof. The amendment shall be distributed to each employee.

#### **9-18.4 Employee Personnel File; Access; Maintenance.**

- a. A separate personnel file will be established and maintained for each employee of the Township.
- b. A personal file is a confidential file and shall be maintained as such in the office of the Human Resources Director. A personnel file shall be classified as "active" where the employee is on the payroll and the same shall be classified as "closed" where an employee is no longer in the service of the Township.

- c. The Business Administrator and Human Resources Director shall have access to any and all personnel files. A supervisor or department head shall have access to review the files of an employee of his/her department in the office of the Human Resources Director. An employee may examine his/her personnel file in the office of the Human Resources, by making an appointment during regular working hours.
- d. All personnel files shall be permanently maintained and safe-guarded. Nothing contained in the file shall be removed therefrom.

**9-18.5 Contents of Personnel File for Employee.**

A personnel file shall contain but shall not be restricted to the following enumerated papers:

- a. Application for employment and reference letters, if any.
- b. Agreement to conform to personnel policies, practices and Code of Conduct.
- c. Medical examination record. (Separate file pursuant to Health Insurance Portability and Accountability Act)
- d. Written authorization appointing the applicant to a position with the Township together with each promotion, change in position or change in salary.
- e. Letters of commendation or of censure.
- f. Report of any disciplinary hearings involving the employee.
- g. Any and all correspondence, memoranda or other pertinent material directly concerning an employee's conduct and work record.
- h. Letter of resignation (if any).
- i. Termination receipt.

**9-18.6 Pay Dates.**

Employees will receive their pay checks on the fifteenth (15th) and last day of the month. In the event that either of these two (2) days falls on a non-banking day, pay checks will be given out on the previous banking day. No employee shall receive their pay check prior to that date under any circumstances without the approval of the Business Administrator.

**9-19 POLICY AGAINST SEXUAL HARASSMENT.**

The policy regarding Sexual Harassment is detailed in the Personnel Policy Handbook and remains in compliance with State and Federal Law.

**9-20 SPECIAL DUTY ASSIGNMENTS FOR POLICE OFFICERS, SPECIAL POLICE OFFICERS AND TRAFFIC CONTROL EMPLOYEES. \***

**9-20.1 Purpose.**

For the convenience of those persons and entities which utilize the services of law enforcement officers or certified traffic control employees of the Township of Neptune, the Township hereby establishes a policy regarding the use of said employees.

- a. Sworn officers of the Police Department, Special Police Officers and certified traffic control employees shall be permitted to perform police or traffic control related employment for private employers or school districts at such times that will not interfere with the efficient performance of the Township.
- b. Any person or entity wishing to employ police or traffic control employees shall first obtain the approval of the Chief of Police (or designee), which approval shall be granted if in the opinion of the

Chief, such employment would not be inconsistent with the efficient functioning and good reputation of the Police Department, and would not unreasonably endanger or threaten the safety of the employee or employees who are to perform the work.

#### **9-20.2 Escrow Accounts.**

- a. Any person or entity requesting the services of a law enforcement officer in the Neptune Township Police Department or a traffic control employee shall estimate the number of hours such services are required, which estimate shall be approved by the Chief of Police, and shall establish an escrow account with the Township by depositing an amount sufficient to cover the rates of compensation and fees set forth by resolution of the Township Committee for the total estimated hours of service.
- b. Prior to accepting any request for services of law enforcement officers or traffic control employees, the Chief of Police or his designee, shall verify that the balance in the escrow account of the person or entity requesting services is sufficient to cover the compensation and fees for the number of hours specified in the request for services. The Chief of Police shall not accept a request for services from any person or entity unless all fees and compensation required in the manner described above have been deposited with the Township. No officer or employee shall provide any services for more hours than are specified in the request for services.
- c. In the event the funds in said escrow account become depleted, services of law enforcement officers or traffic control employees shall cease and requests for further or future services shall not be performed or posted until additional funds have been deposited in the escrow account in the manner prescribed above.
- d. The person or entity requesting such services shall be responsible for ensuring that sufficient funds remain in the escrow account in order to avoid any interruption of services.
- e. Should the Township be able to attain interest bearing accounts from the Township bank for this escrow account, interest shall be divided two-thirds (2/3) to contractor and one-third (1/3) to Township. Any interest earned shall remain in the account until the account is closed at the request of the contractor and all fees for service have been satisfied or upon written request of the contractor to withdraw said funds. The Township shall not be required to maintain these funds in an interest bearing account if the fees for such an account are in excess of the interest that would be earned by the account.

#### **9-20.3 Requests for Service.**

- a. The Chief of Police will be responsible for scheduling employees who will be assigned to on-duty work as described herein provided the assignment of such employee does not interfere with the efficient operation of the Police Department.
- b. The Chief of Police shall determine if a Township vehicle is required for the assignment and shall assign a vehicle in such case as he deems necessary.
- c. The Chief of Police will be responsible for posting the availability of any assignment deemed to be an off-duty detail for voluntary assignment by all eligible employees.

#### **9-20.4 Security Assignments.**

Security assignments performed on a repetitive scheduled basis shall be assigned and administered by the Chief of Police. At the option of the Township, as determined by the Chief of Police, employees of the Township assigned and working pursuant to this regulation may be treated as an off-duty employee of the Township. Wages earned for off-duty assignments shall not be applied toward the pension benefits, shall not be considered overtime and shall be paid at a rate of pay as established by resolution of the Township Committee.

**9-20.5 Special Duty Assignment Must Be Within Township, Exceptions.**

All special duty assignments shall be within the Township unless specific written approval is given by the Chief of Police for an employee to work outside of the Township.

**9-20.6 Cancellation of Assignment.**

Any assignment which is canceled on less than four (4) hours notice shall be charged against the party and, if the detail was deemed to be an off-duty assignment to which an employee had already been assigned, it shall be paid to the employee so assigned. Any other canceled assignment shall not be billable to the party.

**9-20.7 Chief's Order to Vacate Assignment.**

The Chief of Police has the authority to order any employee to vacate or terminate any special duty assignment in response to emergency situations or whenever the assignment creates an unacceptable risk to health, safety and/or welfare of the employee and/or the public in the sole determination and discretion of the Chief of Police. The contractor shall not be responsible for any compensation for the time that the employee is away from the special duty assignments and shall have no claim for costs or damages against the Township, the Chief or the employee arising from the termination of special duty assignment other than the prorated return of any costs prepaid to the Township.

**9-20.8 Township to Provide Insurance Coverage.**

The Township shall be responsible to provide all necessary insurance coverage, as required by law, including, but not limited to, workers compensation, public liability, and claims for damage, for personal injury including death or damage to property which may arise as a result of the Township's performance under the contract.

**9-20.9 Rates for Services.**

The Township Committee shall establish the hourly rate of special duty assignments by resolution, which may be amended from time to time at the discretion of the Township Committee.

**9-20.10 Length of Assignment.**

No assignment shall exceed eight (8) hours per employee, unless the Chief deems the situation to be emergent in nature and thus requiring an extended shift.

**9-20.11 Length of Contract.**

All persons or entities wishing to employ a Police Officer, Special Police Officer or traffic control employee shall enter into a written contract outlining the terms and conditions as described herein. All contracts shall expire no later than December 31 of the year in which they are executed. The form of the contract shall be maintained on file in the office of the Business Administrator and the Chief of Police.

**9-21 NO SMOKING POLICY.**

**9-21.1 No Smoking Policy.**

The No Smoking policy is detailed in the Personnel Policy Handbook.

**9-22 SUBSTANCE ABUSE POLICY FOR EMPLOYEES WITH COMMERCIAL DRIVERS LICENSE.**

**9-22.1 Recognition.**

Neptune Township ("Township") recognizes the present problem of substance abuse, and the profound effects it has on our society, and the extent to which it can affect Neptune Township, its agencies and its employees. In order to make our work environment safer, and to comply with Federal Department of

Transportation and Federal Highway Administration regulations, Neptune Township has established a Substance Abuse Policy ("Policy"). This Policy includes a procedure which will require applicants and employees who hold a Commercial Driver's License ("CDL") to submit to urine screening to detect the presence of drugs in certain circumstances. Such employees and applicants shall also be subject to alcohol breath testing. According to Federal Regulations, such employees and job applicants will be required to undergo alcohol and drug screening in the following circumstances:

- a. *Pre-Placement Testing.* Prior to assuming full employment status, a successful applicant will be granted conditional employment status, contingent on successful passing of the drug screen.
- b. *Random Selection Testing.* During employment, based on the average number of CDL holders employed by Neptune Township annually, twenty-five (25%) percent of all drivers shall be randomly selected for alcohol testing and fifty (50%) percent of all drivers shall be randomly selected for controlled substances testing.
- c. *Reasonable Cause Testing.* Based on specific, contemporaneous, articulable observations concerning an employee's appearance, behavior, speech, odor and/or performance, Neptune Township may require an employee submit to controlled substances and/or alcohol testing.
- d. *Post-Accident Testing.* If an employee is involved in an accident, in a Township vehicle or engaged in official Township business, resulting in either a citation/ticket/summons for a moving traffic violation, an injury resulting in a victim seeking treatment in an emergency room, or loss of life, the employee shall be required to undergo both controlled substances and breath alcohol testing.
- e. *Return-To-Work Testing.* No employee who has violated the provisions of this Policy may return to safety-sensitive functions without having been evaluated by a substance abuse counselor and having successfully passed either or both a controlled substances and breath alcohol test.
- f. *Follow-Up/Rehabilitation Testing.* As a condition of continued employment after having violated provisions of this Policy, such employees shall be subject to a minimum of six (6) unannounced controlled substances and/or alcohol breath tests during the following twelve (12) months after returning to work.

This Policy will deter substance abuse, detect and address substance abuse problems as quickly as possible, provide help where possible, and encourage employees who are abusing drugs to seek assistance voluntarily.

#### **9-22.2 Policy.**

- a. Neptune Township considers drug and alcohol screening of its applicants and employees to be a necessary condition of continued employment with Neptune Township and will consider an employee's continuation of work at Neptune Township to be an assent to this condition of employment.
- b. Reporting to work or for the performance of Township business, or otherwise being on Township property\* under the influence of drugs or alcohol is prohibited as is the use, possession, distribution, manufacture, sale, or purchase of drugs or alcohol while at work or on Neptune Township premises, or while on Neptune Township business.
- c. Applicants and employees who fail to pass either the drug and/or alcohol screen are in violation of Federal Highway Administration regulations (announced in 59 Federal Register 7505-27; codified at 49 CFR Part 382.101-605), and are subject to mandated penalties, which include: disqualification for driving, mandatory substance abuse counseling, return-to-duty and random follow up testing, and reporting of the incident to federal authorities.

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\*The term "Township property" includes the following, wherever located; all property, facilities, land, buildings, structures, trucks, automobiles, and all other vehicles, whether owned, leased or used, by the Township or its affiliates and/or subsidiaries.

In addition, Neptune Township may also impose penalties (including termination), for CDL holders in violation of the Federal regulations expressed in this Policy.

- d. Employees who are convicted for on or off-job drug activity are also in violation of this Policy New Jersey State Executive Order No. 204. In deciding what action to take, management will take into account the nature of the charges, the employee's present job responsibilities, the employee's record with Neptune Township, and other factors relevant to the impact of the employee's arrest upon Neptune Township.
- e. Neptune Township may conduct searches without further notice and without reasonable suspicion for illegal drugs or alcohol in Neptune Township facilities. Neptune Township facilities include, but are not limited to: Neptune Township lockers, desks, tool boxes, filing cabinets, vehicles, packages, work stations and other Township property.
- f. Failure to sign any applicable consents, submit to drug and/or alcohol testing, to disclose and explain the nature of any suspected substance, or the refusal of any other reasonable request under this Policy; or attempt to dilute, switch or adulterate a urine or breath alcohol specimen, will be viewed as insubordination and subject to discipline, including dismissal, reassignment, rehabilitation or other actions as management finds appropriate. In addition, the Township retains the option to report such activities, to law enforcement officials.

### **9-22.3 Definitions.**

- a. *Alcohol/alcohol use* shall mean the intoxicating agent in beverage alcohol, ethyl alcohol, or other low weight alcohols including methyl and isopropyl alcohol. Use 4 hours prior to reporting for work, and working while under the influence of alcohol measured at 0.02 Blood Alcohol Concentration ("BAC"), or greater, is prohibited.
- b. *CDL/Driver* shall mean and designate all holders of a Commercial Driver's License. This Policy applies to such persons regardless of their status of intra or interstate driving responsibilities.
- c. *Controlled substances*. As used by this Policy and any or all appended forms, the terms "drugs" and "controlled substances" shall include all derivatives of the following classes of drugs: marijuana, cocaine, opiates (heroin, etc.), phencyclidine (PCP) and amphetamines.
  - 1. *Being under the influence of drugs* shall be determined by a substance screen of bodily fluids that reveals such controlled substances and/or metabolites. A positive drug screen result will be considered to be a violation of this Policy.
  - 2. Legally obtained non-prescription and prescription drugs, taken in recommended dosages are not intended to be included in the definition of "drugs" or "substances".
- d. *Safety-sensitive functions* shall mean any on-duty functions including but not limited to: loading, driving, parking, inspecting, moving, servicing, repairing a Commercial Motor Vehicle (Defined at 49 CFR §382.107). In all cases the listing of such functions at 49 CFR Part 395.2, paragraphs (1) to (7) shall be controlling.
- e. *Violation* shall mean any amount of controlled substance found in blood, breath or urine, or any testing method deemed appropriate by a medical doctor or testing facility.

### **9-22.4 Pre-Employment Drug Screening.**

- a. *Statement*. Given the Township's concern for drug and alcohol use interfering with safety within the workplace and all members of the public with whom Township employees have contact, combined with the Township's commitment to a drug-free workplace, Neptune Township will require all offers of employment extended to applicants be conditioned on the applicant's ability to pass an alcohol and drug screening prior to being granted full employment status.
  - 1. *Controlled Substances Screening*. At testing thresholds stated in the "Urine Specimen Collection Procedures" section of this Policy.

2. Alcohol Testing. No applicant shall be granted full employment status until they have successfully passed an alcohol test with a result less than 0.02 BAC.
- b. *Failure of Either Alcohol or Drug Screen.* Failure to pass either the alcohol or drug screening may result in withdrawal of a conditional offer of employment. When an offer is withdrawn for these reasons, the applicant may reapply in six (6) months for potential employment with this Township. However, results of previous failed drug screening may be considered by the Township in subsequent job applications. Applicants that are denied full-employment status may request the test results within sixty (60) days from the date of the testing.
  - c. *Notice of Policy.* All applicants will be notified of Neptune Township's substance abuse policy (this Policy), and the mandatory alcohol and drug screening at the time they complete their job application and at least twenty-four (24) hours prior to the test. Each employee will receive a "Pre-Employment Notice of Drug and Alcohol Screening" at the time they complete a job application. All applicants subject to such testing shall be provided with a copy of the "Pre-Employment Specimen Collection Procedures" to review prior to the alcohol and drug screen.
  - d. *Signed Release of Applicant.* Every applicant who is requested to submit to an alcohol and drug screen will be required to sign the appropriate releases, thereby acknowledging awareness of this Policy and consent to undergo testing and have the results released to the Township for employment determinations.

Refusal to sign the consent and/or provide a specimen for testing will be regarded as failing to complete the application process and thereby rendering the applicant unqualified for employment with Neptune Township and its agencies.
  - e. *Invalid Samples.*
    1. In the event a urine, blood or breath sample is determined to be invalid or unreliable by the laboratory or by the Township's Medical Review Officer, but NOT due to misconduct of the employee, the applicant/employee will be immediately notified of this fact and be required to submit to a new test.
    2. If a sample is determined to be unreliable due to misconduct of the applicant/employee, the individual will be regarded as having violated this Policy and subject to non-hiring and/or any other appropriate discipline.
      1. (a) Testing misconduct includes, but is not limited to: diluting the specimen, substituting samples and presenting it (wrongfully) as one's own sample, and attempting to adulterate the specimen.

#### **9-22.5 Post-Accident Testing.**

- a. Neptune Township and its agencies will require all drivers who are involved in a reportable accident to immediately report such an accident to a Township supervisor or management representative and undergo an alcohol and controlled substances test.
- b. A reportable accident is an on-duty accident resulting in the loss of human life, in the employee receiving a citation/ticket/summons for a moving traffic violation connected to the accident, in bodily injury that requires medical treatment or property and/or machinery damages in excess of two thousand five hundred (\$2,500.00) dollars.
- c. A driver subject to post-accident testing is to remain readily available at the accident site or close thereby for such testing and shall not consume any alcohol or substances prohibited by this Policy.
  1. Failure to remain readily available or not to consume such alcohol or controlled substances shall be considered a refusal and a violation of this Policy.

2. Failure to sign any one of the consents, provide appropriate urine, breath or blood samples, failure of the test, or testing misconduct of the employee will subject the employee to discipline up to and including termination.
  3. However, nothing in this Policy shall require delay of medical attention for injured person(s) following an accident or to prohibit a driver from leaving the scene of an accident for their own medical attention, to obtain assistance to respond to the accident, or to comply with specific requests of law enforcement officials.
- d. Alcohol tests are to be administered: preferably within two (2) hours of the accident, and in no case any later than eight (8) hours following the time of the accident.
  - e. Controlled substances tests are to be administered no later than thirty-two (32) hours following the accident.
  - f. Alcohol and/or controlled substances tests conducted by Federal, State or local authorities having independent authority for the testing, shall be considered to meet the requirements of this Policy - provided that the testing complies with this Policy's requirements and the results are released to the Township.
  - g. All drivers shall be informed of these post-accident procedures, instructions and information to enable such drivers to comply with this Policy.

#### **9-22.6 Reasonable Cause Testing.**

- a. A driver may be required to submit to alcohol and/or controlled substances testing based on the Township's reasonable suspicion that the driver has violated the provisions of this Policy.
  - b. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the driver's appearance, behavior, speech, odor, and/or indications of use or withdrawal of alcohol/controlled substances prohibited by this Policy.
  - c. Whenever practicable, at least two (2) supervisors should confer and agree that reasonable suspicion exists to request the employee to submit to testing. However, when only one (1) supervisor is available, the use of only one (1) supervisor is permissible.
1. Questioning of Employees. When acting on reasonable suspicion that the employee may be in violation of this Policy, a supervisor shall make all attempts to respect an employee's privacy. Therefore, when time permits, a supervisor is to first consult with management prior to initiating any conversation with the employee regarding their compliance with this Policy. Other guidelines include:
    2. (a) Questioning should be limited to general condition (e.g., does the employee feel sick, do they know where they are, to whom are they talking, and what may be the cause of the employee's present condition).
    3. (b) Care must be taken to unnecessarily identify the employee to co-workers when initiating conversations concerning violations of this Policy. In most instances this will mean the employee is to be questioned away from their designated job station and from other employees' ability to overhear the conversation. However, such removal from a job station in itself may needlessly identify an employee, and therefore, it may be appropriate in some circumstances to begin questioning at the employee's work station.
    4. (c) Management and supervisors are to limit their conversations regarding possible violations of this Policy to those persons who are participating in any questioning, evaluation, investigation, or disciplinary action on a need to know basis. Management and supervisors are to instruct other employees, except as stated above, not to talk about such possible violations.

- d. In all instances, the supervisor(s) shall make a written record of the observations leading to reasonable suspicion testing. Such record shall be signed by the supervisor who made such observations within twenty-four (24) hours of observed behavior or release of the test results (whichever is earlier). Whenever practicable, a copy of this form will accompany the employee to the medical testing facility. Reasonable cause testing should not be based solely on third person observations or reports, unless the supervisor(s) can verify and indicate further such observations to be reliable.
- e. Any driver requested to submit to screening under reasonable cause circumstances will be immediately escorted by a Township Official to a designated testing facility for the submission of a urine, breath and/or blood sample. Any machinery being used by the affected employee will be immediately taken out of operation until inspected and cleared for re-use.
- f. After a sample has been provided, the employee under this section of this Policy will not be permitted to operate Township machinery and will be directed home. The employee will wait in a designated area until arrangements are made for the transportation of the employee to their home. The Township will first attempt to contact the employee's spouse or member of their family. In the event no one can be contacted, Neptune Township and its agencies will make arrangements to transport the employee to their home. If the employee rejects these alternatives, the Township will take appropriate measures to discourage the employee from operating his vehicle, including contacting law enforcement officials if necessary.
- g. Employees requested to submit to testing under reasonable cause circumstances will be suspended pending the results of the test. If the test results are negative, the employee will be reinstated with full pay and employee entitlements. If the results are positive, the employee may be subject to discipline up to and including termination as effective from the date of suspension.
- h. *Noncompliance by Employees.*
  - 1. Management and supervisors are not to attempt to use force in seeking compliance with requests. Security personnel or possibly local law enforcement officials should be called if the supervisor determines that the employee should not be allowed to remain in the work area and the employee refuses to leave.
  - 2. The supervisor is to explain to the employee that noncompliance with the supervisor's requests to submit to alcohol and/or drug testing under this Policy, to disclose and explain the nature of any suspected substance, to leave the work area or Township facility, or any other reasonable request will be viewed as insubordination and subject to discipline, including (but not limited to) termination for a first time refusal or any subsequent refusal.

#### **9-22.7 Random Testing.**

- a. In order to comply with Federal Department of Transportation and Federal Highway Administration regulations, all CDL holders shall be subject to random alcohol and controlled substances testing at the following rates:
  - 1. Based on Neptune Township's annual average number of CDL holders, twenty-five (25%) percent of such drivers shall be subject to unannounced random selection alcohol testing.
  - 2. Based on Neptune Township's annual average number of CDL holders, fifty (50%) percent of such drivers shall be subject to unannounced random selection controlled substances testing.
- b. Once a driver is notified of their selection for testing, they are to immediately proceed to the testing facility.
- c. Regarding alcohol testing, a driver is to be notified just prior to, during the performance of, or just following the completion of safety sensitive functions.

#### **9-22.8 Return to Duty/Follow-Up Testing.**

- a. After having violated the provisions of this Policy, no driver shall be permitted to resume safety-sensitive functions until such driver has:
  1. Been evaluated by a substance abuse counselor;
  2. Successfully passed either (or both) a controlled substances and/or alcohol test (Return-to-Duty testing);
  3. In the instance of alcohol use violations of less than 0.04 BAC, the driver shall also be prohibited from performing safety sensitive functions for a period of not less than twenty-four (24) hours from the time of the initial test which revealed the violation of this Policy.
- b. Pursuant to the substance abuse professional's evaluation of the driver, the driver shall be subject to a minimum of six (6) unannounced alcohol and/or controlled substances tests during the following twelve (12) months ("Follow-up Testing").
  1. The counselor may schedule more than the minimum of six (6) tests.
  2. Submission to counseling and testing is voluntary, but failure to comply will disqualify the driver under Federal regulations and may be grounds for dismissal by the employer, Neptune Township.  
(New)

#### **9-22.9 Other Applicable Provisions.**

The provisions of Section 9-25 of this chapter applies to employees covered by this Section 9-22.

### **9-23 SUBSTANCE ABUSE POLICY FOR EMPLOYEES HOLDING SAFETY SENSITIVE POSITIONS.**

#### **9-23.1 Recognition.**

Neptune Township ("Township") recognizes the present problem of substance abuse, and the profound effects it has on our society, and the extent to which it can affect Neptune Township, its agencies and its employees.

In order to make our work environment safer, and to comply with governmental regulations, Neptune Township has established a Substance Abuse Policy ("Policy"). This Policy includes a procedure which will require applicants and employees of certain safety sensitive positions to submit to urine screening to detect the presence of drugs in certain circumstances. Such employees and applicants shall also be subject to alcohol breath testing. Our employees and applicants will be required to undergo alcohol and drug screening in the following circumstances:

- a. *Pre-Placement Testing.* Prior to assuming full employment status, a successful applicant will be granted conditional employment status, contingent on successful passing of the drug screen.
- b. *Reasonable Cause Testing.* Based on specific, contemporaneous, articulable observations concerning an employee's appearance, behavior, speech, odor and/or performance, Neptune Township may require an employee submit to controlled substances and/or alcohol testing.
- c. *Post-Accident Testing.* If while performing safety-sensitive functions, an employee holding a safety sensitive position is involved in an accident resulting in either a citation/ticket/summons for a moving traffic violation or loss of life, the employee shall be required to undergo both controlled substances and breath alcohol testing.
- d. *Return-To-Work Testing.* No employee who has violated the provisions of this Policy may return to safety-sensitive functions without having been evaluated by a substance abuse counselor and having successfully passed either or both a controlled substances and breath alcohol test.

- e. *Follow-Up/Rehabilitation Testing.* As a condition of continued employment after having violated provisions of this Policy, such employees shall be subject to a minimum of six (6) unannounced controlled substances and/or alcohol breath tests during the following twelve (12) months after returning to work.

This Policy will deter substance abuse, detect and address substance abuse problems as quickly as possible, provide help where possible, and encourage employees who are abusing drugs to seek assistance voluntarily.

### **9-23.2 Policy.**

- a. Neptune Township considers drug and alcohol screening of its applicants and employees to be a necessary condition of continued employment with Neptune Township and will consider an employee's continuation of work at Neptune Township to be an assent to this condition of employment.
- b. Reporting to work or for the performance of Township business, or otherwise being on Township property\* under the influence of drugs or alcohol is prohibited as is the use, possession, distribution, manufacture, sale, or purchase of drugs or alcohol while at work or on Neptune Township premises, or while on Neptune Township business.
- c. The illegal use of drugs off premises and while off-duty is inconsistent with an employee's responsibilities to the Township. Such use can affect employee health safety to the employee and co-workers, job performance and the ability of the Township to meet its responsibilities. Consequently illegal use of drugs while working on-premises, off duty and while off-premises is prohibited.
- d. Neptune Township may conduct searches without further notice and without reasonable suspicion for illegal drugs or alcohol in Neptune Township facilities. Neptune Township facilities include, but are not limited to: Neptune Township lockers, desks, tool boxes, filing cabinets, vehicles, packages, work stations and other Township property.
- e. Violation of this Policy will be considered by Neptune Township and its agencies to be a voluntary offer of resignation by the applicant and/or employee which may result in dismissal, reassignment, rehabilitation or other actions as management finds appropriate. Failure to sign any applicable consents, submit to drug and/or alcohol testing, to disclose and explain the nature of any suspected substance, or the refusal of any other reasonable request under this Policy; or attempt to dilute, switch or adulterate a urine or breath alcohol specimen, will be viewed as insubordination and subject to discipline, including dismissal, reassignment, rehabilitation or other actions as management finds appropriate. In addition, the Township retains the option to report such activities, to law enforcement officials.

### **9-23.3 Definitions.**

- a. *Alcohol/alcohol use* shall mean the intoxicating agent in beverage alcohol, ethyl alcohol, or other low weight alcohols including methyl and isopropyl alcohol. Use four (4) hours prior to reporting for work, and working while under the influence of alcohol measured at 0.02 Blood Alcohol Concentration ("BAC"), or greater, is prohibited.
- b. *Safety sensitive employees* shall mean employees who: operate any motorized vehicle(s) (whether owned by the Township or not) in performing their responsibilities; operate heavy machinery, enter upon private property, dwellings and/or businesses in performing their responsibilities; carry firearms or work with explosives of any nature; are responsible for the maintenance and/or administration of controlled substances. This listing is subject to change upon the Township's discretion.

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\*The term "Township property" includes the following, wherever located; all property, facilities, land, buildings, structures, trucks, automobiles, and all other vehicles, whether owned, leased or used, by the Township or its affiliates and/or subsidiaries.

- c. *Controlled substances.* As used by this Policy and any or all appended forms, the terms "drugs" and "controlled substances" shall include all derivatives of the following classes of drugs: marijuana, cocaine, opiates (heroin, etc.), phencyclidine (PCP) and amphetamines.
  - 1. *Being under the influence of drugs* shall be determined by a substance screen of bodily fluids that reveals such controlled substances and/or metabolites. A positive drug screen result will be considered to be a violation of this Policy.
  - 2. Legally obtained non-prescription and prescription drugs, taken in recommended dosages are not intended to be included in the definition of "drugs" or "substances".
- d. *Safety-sensitive functions* shall mean any on-duty function of a safety sensitive position.

#### **9-23.4 Pre-Employment Drug Screening.**

- a. *Statement.* Given the Township's concern for drug and alcohol use interfering with safety within the workplace and all members of the public with whom Township employees have contact, combined with the Township's commitment to a drug-free workplace, Neptune Township will require all offers of employment extended to applicants be conditioned on the applicant's ability to pass an alcohol and drug screening prior to being granted full employment status.
  - 1. *Controlled Substances Screening.* At testing thresholds stated in the "Urine Specimen Collection Procedures" section of this Policy.
  - 2. *Alcohol Testing.* No applicant shall be granted full employment status until they have successfully passed an alcohol test with a result less than 0.02 BAC.
- b. *Failure of Either Alcohol or Drug Screen.* Failure to pass either the alcohol or drug screening may result in withdrawal of a conditional offer of employment. When an offer is withdrawn for these reasons, the applicant may reapply in six (6) months for potential employment with this Township. However, results of previous failed drug screening may be considered by the Township in subsequent job applications. Applicants that are denied full-employment status may request the test results within sixty (60) days from the date of the testing.
- c. *Notice of Policy.* All applicants will be notified of Neptune Township's substance abuse policy (this Policy), and the mandatory alcohol and drug screening at the time they complete their job application and at least twenty-four (24) hours prior to the test. Each employee will receive a "Pre-Employment Notice of Drug and Alcohol Screening" at the time they complete a job application. All applicants subject to such testing shall be provided with a copy of the "Pre-Employment Specimen Collection Procedures" to review prior to the alcohol and drug screen.
- d. *Signed Release of Applicant.* Every applicant who is requested to submit to an alcohol and drug screen will be required to sign the appropriate releases, thereby acknowledging awareness of this Policy and consent to undergo testing and have the results released to the Township for employment determinations.

Refusal to sign the consent and/or provide a specimen for testing will be regarded as failing to complete the application process and thereby rendering the applicant unqualified for employment with Neptune Township and its agencies.
- e. *Invalid Samples.*
  - 1. In the event a urine, blood or breath sample is determined to be invalid or unreliable by the laboratory or by the Township's Medical Review Officer, but NOT due to misconduct of the employee, the applicant/employee will be immediately notified of this fact and be required to submit to a new test.
  - 2. If a sample is determined to be unreliable due to misconduct of the applicant/employee, the individual will be regarded as having violated this Policy and subject to non-hiring and/or any other appropriate discipline.

5. (a) Testing misconduct includes, but is not limited to: diluting the specimen, substituting samples and presenting it (wrongfully) as one's own sample, and attempting to adulterate the specimen.

#### **9-23.5 Reasonable Cause Testing.**

- a. A specific employee holding a safety sensitive position may be required to submit to alcohol and/or controlled substances testing based on the Township's reasonable suspicion that the employee has violated the provisions of this Policy.
- b. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the specific employee holding a safety sensitive position's appearance, behavior, speech, odor, and/or indications of use or withdrawal of alcohol/controlled substances prohibited by this Policy.
- c. Whenever practicable, at least two supervisors should confer and agree that reasonable suspicion exists to request the employee to submit to testing. However, when only one (1) supervisor is available, the use of only one (1) supervisor is permissible.
  1. Questioning of Employees. When acting on reasonable suspicion that the employee may be in violation of this Policy, a supervisor shall make all attempts to respect an employee's privacy. Therefore, when time permits, a supervisor is to first consult with management prior to initiating any conversation with the employee regarding their compliance with this Policy. Other guidelines include:
    6. (a) Questioning should be limited to general condition (e.g., does the employee feel sick, do they know where they are, to whom are they talking, and what may be the cause of the employee's present condition).
    7. (b) Care must be taken to unnecessarily identify the employee to co-workers when initiating conversations concerning violations of this Policy. In most instances this will mean the employee is to be questioned away from their designated job station and from other employees' ability to overhear the conversation. However, such removal from a job station in itself may needlessly identify an employee, and therefore, it may be appropriate in some circumstances to begin questioning at the employee's work station.
    8. (c) Management and supervisors are to limit their conversations regarding possible violations of this Policy to those persons who are participating in any questioning, evaluation, investigation, or disciplinary action on a need to know basis. Management and supervisors are to instruct other employees, except as stated above, not to talk about such possible violations.
- d. In all instances, the supervisor(s) shall make a written record of the observations leading to reasonable suspicion testing. Such record shall be signed by the supervisor who made such observations within twenty-four (24) hours of observed behavior or release of the test results (whichever is earlier). Whenever practicable, a copy of this form will accompany the employee to the medical testing facility. Reasonable cause testing should not be based solely on third person observations or reports, unless the supervisor(s) can verify and indicate further such observations to be reliable.
- e. Any specific employee holding a safety sensitive position requested to submit to screening under reasonable cause circumstances will be immediately escorted by a Township official to a designated testing facility for the submission of a urine, breath and/or blood sample. Any machinery being used by the affected employee will be immediately taken out of operation until inspected and cleared for re-use.
- f. After a sample has been provided, the employee under this section of this Policy will not be permitted to operate Township machinery and will be directed home. The employee will wait in a designated area until arrangements are made for the transportation of the employee to their home. The Township will first attempt to contact the employee's spouse or member of their family. In the event no one can be contacted, Neptune Township and its agencies will make arrangements to transport the employee to

their home. If the employee rejects these alternatives, the Township will take appropriate measures to discourage the employee from operating his vehicle, including contacting law enforcement officials if necessary.

- g. Employees requested to submit to testing under reasonable cause circumstances will be suspended pending the results of the test. If the test results are negative, the employee will be reinstated with full pay and employee entitlements. If the results are positive, the employee may be subject to discipline up to and including termination as effective from the date of suspension.
- h. *Noncompliance by Employees.*
  - 1. Management and supervisors are not to attempt to use force in seeking compliance with requests. Security personnel or possibly local law enforcement officials should be called if the supervisor determines that the employee should not be allowed to remain in the work area and the employee refuses to leave.
  - 2. The supervisor is to explain to the employee that noncompliance with the supervisor's requests to submit to alcohol and/or drug testing under this Policy, to disclose and explain the nature of any suspected substance, to leave the work area or Township facility, or any other reasonable request will be viewed as insubordination and subject to discipline, including (but not limited to) termination for a first time refusal or any subsequent refusal.

#### **9-23.6 Post-Accident Testing.**

- a. Neptune Township and its agencies will require all specific employees holding safety sensitive positions who are involved in a reportable accident to immediately report such an accident to a Township supervisor or management representative and undergo an alcohol and controlled substances test.
- b. A reportable accident is an on-duty accident resulting in the loss of human life, in the specific employee holding a safety sensitive position receiving a citation/ ticket/summonses for a moving traffic violation connected to the accident, in bodily injury that requires medical treatment or property and/or machinery damages in excess of two thousand five hundred (\$2,500.00) dollars.
- c. A specific employee holding a safety sensitive position subject to post-accident testing is to remain readily available at the accident site or close thereby for such testing and shall not consume any alcohol or substances prohibited by this Policy.
  - 1. Failure to remain readily available or not to consume such alcohol or controlled substances shall be considered a refusal and a violation of this Policy.
  - 2. Failure to sign any one of the consents, provide appropriate urine, breath or blood samples, failure of the test, or testing misconduct of the employee will subject the employee to discipline up to and including termination.
  - 3. However, nothing in this Policy shall require delay of medical attention for injured person(s) following an accident or to prohibit a specific employee holding a safety sensitive position from leaving the scene of an accident for their own medical attention, to obtain assistance to respond to the accident, or to comply with specific requests of law enforcement officials.
- d. Alcohol tests are to be administered preferably within two (2) hours of the accident, and in no case any later than eight (8) hours following the time of the accident.
- e. Controlled substances tests are to be administered no later than thirty-two (32) hours following the accident.
- f. Alcohol and/or controlled substances tests conducted by Federal, State or local authorities having independent authority for the testing, shall be considered to meet the requirements of this Policy

provided that the testing complies with this Policy's requirements and the results are released to the Township.

- g. All specific employees holding safety sensitive positions shall be informed of these post-accident procedures, instructions and information to enable such employees to comply with this Policy.

#### **9-23.7 Return to Duty/Follow-Up Testing.**

- a. After having violated the provisions of this Policy, no specific employee holding a safety sensitive position shall be permitted to resume safety-sensitive functions until such employee has:
  - 1. Been evaluated by a substance abuse counselor;
  - 2. Successfully passed either (or both) a controlled substances and/or alcohol test (Return-to-Duty testing);
  - 3. In the instance of alcohol use violations of less than 0.04 BAC, the specific employee holding a safety sensitive position shall also be prohibited from performing safety sensitive functions for a period of not less than twenty-four (24) hours from the time of the initial test which revealed the violation of this Policy.
- b. Pursuant to the substance abuse professional's evaluation of the specific employee holding a safety sensitive position, the employee shall be subject to a minimum of six (6) unannounced alcohol and/or controlled substances tests during the following twelve (12) months ("Follow-up Testing").
  - 1. The counselor may schedule more than the minimum of six (6) tests.
  - 2. Submission to counseling and testing is voluntary, but failure to comply will disqualify the specific employee holding a safety sensitive position and may be grounds for dismissal by the employer, Neptune Township.

#### **9-23.8 Other Applicable Provisions.**

The provisions of Section 9-25 of this chapter applies to employees covered by this Section 9-23.

### **9-24 SUBSTANCE ABUSE POLICY FOR A DRUG FREE WORKPLACE.**

#### **9-24.1 Recognition.**

Neptune Township ("Township") recognizes the present problem of substance abuse, and the profound effects it has on our society, and the extent to which it can affect Neptune Township, its agencies and its employees.

In order to make our work environment safer, and to comply with governmental regulations, Neptune Township has established a Drug Free Workplace Policy (Policy).

This Policy will deter substance abuse and address substance abuse problems as quickly as possible, provide help where possible, and encourage employees who are abusing drugs to seek assistance voluntarily.

#### **9-24.2 Policy.**

- a. Neptune Township considers drug and alcohol screening of its applicants and employees to be a necessary condition of continued employment with Neptune Township and will consider an employee's continuation of work at Neptune Township to be an assent to this condition of employment.

- b. Reporting to work or for the performance of Township business, or otherwise being on Township property\* under the influence of drugs or alcohol is prohibited as is the use, possession, distribution, manufacture, sale, or purchase of drugs or alcohol while at work or on Neptune Township premises, or while on Neptune Township business.
- c. The illegal use of drugs off premises and while off-duty is inconsistent with an employee's responsibilities to the Township. Such use can affect employee health safety to the employee and co-workers, job performance and the ability of the Township to meet its responsibilities. Consequently illegal use of drugs while working on-premises, off duty and while off-premises is prohibited.
- d. Neptune Township may conduct searches without further notice and without reasonable suspicion for illegal drugs or alcohol in Neptune Township facilities. Neptune Township facilities include, but are not limited to: Neptune Township lockers, desks, tool boxes, filing cabinets, vehicles, packages, work stations and other Township property.
- e. Violation of this Policy will be considered by Neptune Township and its agencies to be a voluntary offer of resignation by the applicant and/or employee which may result in dismissal, reassignment, rehabilitation or other actions as management finds appropriate. In addition, the Township retains the option to report such activities, to law enforcement officials.

#### **9-24.3 Definitions.**

- a. *Alcohol/alcohol use* shall mean the intoxicating agent in beverage alcohol, ethyl alcohol, or other low weight alcohols including methyl and isopropyl alcohol. Use four (4) hours prior to reporting for work, and working while under the influence of alcohol measured at 0.02 Blood Alcohol Concentration ("BAC"), or greater, is prohibited.
- b. *Controlled substances.* As used by this Policy and any or all appended forms, the terms "drugs" and "controlled substances" shall include all derivatives of the following classes of drugs: marijuana, cocaine, opiates (heroin, etc.), phencyclidine (PCP) and amphetamines.
  - 1. *Being under the influence of drugs* shall be determined by a substance screen of bodily fluids that reveals such controlled substances and/or metabolites. A positive drug screen result will be considered to be a violation of this Policy.
  - 2. Legally obtained non-prescription and prescription drugs, taken in recommended dosages are not intended to be included in the definition of "drugs" or "substances".

#### **9-24.4 Reasonable Cause Testing.**

- a. A specific employee may be required to submit to alcohol and/or controlled substances testing based on the Township's reasonable suspicion that the employee has violated the provisions of this Policy.
- b. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the specific employee's appearance, behavior, speech, odor, and/or indications of use or withdrawal of alcohol/ controlled substances prohibited by this Policy.
- c. Whenever practicable, at least two (2) supervisors should confer and agree that reasonable suspicion exists to request the employee to submit to testing. However, when only one (1) supervisor is available, the use of only one (1) supervisor is permissible.
  - 1. *Questioning of Employees.* When acting on reasonable suspicion that the employee may be in violation of this Policy, a supervisor shall make all attempts to respect an employee's privacy. Therefore, when time permits, a supervisor is to first consult with management prior to initiating

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\*The term "Township property" includes the following, wherever located; all property, facilities, land, buildings, structures, trucks, automobiles, and all other vehicles, whether owned, leased or used, by the Township or its affiliates and/or subsidiaries.

any conversation with the employee regarding their compliance with this Policy. Other guidelines include:

9. (a) Questioning should be limited to general condition (e.g., does the employee feel sick, do they know where they are, to whom are they talking, and what may be the cause of the employee's present condition).
  10. (b) Care must be taken to unnecessarily identify the employee to co-workers when initiating conversations concerning violations of this Policy. In most instances this will mean the employee is to be questioned away from their designated job station and from other employees' ability to overhear the conversation. However, such removal from a job station in itself may needlessly identify an employee, and therefore, it may be appropriate in some circumstances to begin questioning at the employee's work station.
  11. (c) Management and supervisors are to limit their conversations regarding possible violations of this Policy to those persons who are participating in any questioning, evaluation, investigation, or disciplinary action on a need to know basis. Management and supervisors are to instruct other employees, except as stated above, not to talk about such possible violations.
- d. In all instances, the supervisor(s) shall make a written record of the observations leading to reasonable suspicion testing. Such record shall be signed by the supervisor who made such observations within twenty-four (24) hours of observed behavior or release of the test results (whichever is earlier). Whenever practicable, a copy of this form will accompany the employee to the medical testing facility. Reasonable cause testing should not be based solely on third person observations or reports, unless the supervisor(s) can verify and indicate further such observations to be reliable.
  - e. Any specific employee requested to submit to screening under reasonable cause circumstances will be immediately escorted by a Township official to a designated testing facility for the submission of a urine, breath and/or blood sample. Any machinery being used by the affected employee will be immediately taken out of operation until inspected and cleared for re-use.
  - f. After a sample has been provided, the employee under this section of this Policy will not be permitted to operate Township machinery and will be directed home. The employee will wait in a designated area until arrangements are made for the transportation of the employee to their home. The Township will first attempt to contact the employee's spouse or member of their family. In the event no one can be contacted, Neptune Township and its agencies will make arrangements to transport the employee to their home. If the employee rejects these alternatives, the Township will take appropriate measures to discourage the employee from operating his vehicle, including contacting law enforcement officials if necessary.
  - g. Employees requested to submit to testing under reasonable cause circumstances will be suspended pending the results of the test. If the test results are negative, the employee will be reinstated with full pay and employee entitlements. If the results are positive, the employee may be subject to discipline up to and including termination as effective from the date of suspension.
  - h. *Noncompliance by Employees.*
    1. Management and supervisors are not to attempt to use force in seeking compliance with requests. Security personnel or possibly local law enforcement officials should be called if the supervisor determines that the employee should not be allowed to remain in the work area and the employee refuses to leave.
    2. The supervisor is to explain to the employee that noncompliance with the supervisor's requests to submit to alcohol and/or drug testing under this Policy, to disclose and explain the nature of any suspected substance, to leave the work area or Township facility, or any other reasonable request will be viewed as insubordination and subject to discipline, including (but not limited to) termination for a first time refusal or any subsequent refusal.

#### **9-24.5 Return to Duty/Follow-Up Testing.**

- a. After having violated the provisions of this Policy, no specific employee shall be permitted to resume functions until such employee has:
  1. Been evaluated by a substance abuse counselor;
  2. Successfully passed either (or both) a controlled substances and/or alcohol test (Return-to-Duty testing);
- b. Pursuant to the substance abuse professional's evaluation of the specific employee, the employee shall be subject to a minimum of six (6) unannounced alcohol and/or controlled substances tests during the following twelve (12) months ("Follow-up Testing").
  1. The counselor may schedule more than the minimum of six (6) tests.
  2. Submission to counseling and testing is voluntary, but failure to comply may be grounds for dismissal by the employer, Neptune Township.

#### **9-24.6 Other Applicable Provisions.**

The provisions of Section 9-25 of this chapter applies to employees covered by this Section 9-24.

### **9-25 SUBSTANCE ABUSE POLICY FOR ALL EMPLOYEES.**

#### **9-25.1 Controlled Substances Specimen Collection and Testing Procedures.**

- a. *Consent and Release.* An employee will be required to sign appropriate consents and releases authorizing the taking of a urine sample and to disclose the results of the laboratory testing to the Township. The employee will also be required to disclose on the consent form any and all prescription or over-the-counter medications they are taking.
- b. *Chain of Custody Procedures.*
  1. Prior to the time specimens are taken, the employee will be given a copy of the specimen collection procedures.
  2. Employees will be identified upon arrival at the collection site via photo ID or employer ID. Testing cannot proceed without verification of the identity of the donor.
  3. The donor will be required to take off all jackets, bags, pocketbooks, etc. (anything that could foreseeably contain a concealed specimen), and wash their hands prior to providing the specimen.
  4. The donor will be escorted to an area for providing the specimen that respects the donor's privacy while complying with this Policy. The enclosure shall provide a toilet to complete voiding/urination. A source of water and towels for the donor to wash their hands shall be available outside the enclosure (if practicable). No access to the enclosure during the entire collection procedure where a specimen is being provided is permitted, so as to minimize any embarrassment of the donor and prevent distraction of the collection site personnel.
  5. To minimize the risk of adulterated or diluted specimens, no source of water or soap/cleansing agents in the enclosure is permitted, and a bluing or dyeing agent is to be placed in the toilet.
  6. Only one (1) test is to be performed at a time. No testing of another donor is to begin (including the filling out of the necessary consents, forms and chains of custody) until the testing process of the current donor is completed by the signing of the chain of custody forms by both collection site personnel and the donor and the specimen is placed in its transportation mailer.

7. Collection site personnel are to verify that forty-five (45) milliliters of urine have been provided and that within four (4) minutes of providing the sample, the temperature is to be measured by the collection site personnel and be within 90.5–99.8 F.
  8. If the genuineness of the specimen is in doubt due to temperature, the collection site personnel may request that the donor have their oral temperature taken (to verify the donor's body vs. urine specimen temperature), and if the body temperature varies by more than 1.8 F, the collection site personnel shall request a second specimen for testing. If the donor refuses to have their temperature taken, it shall be grounds to consider the specimen as having been tampered.
  9. If the collection site personnel note any unusual color or sign of contaminants in the specimen, a second specimen shall be requested.
  10. In all instances where a second specimen is requested, the original (suspect) specimen shall also be forwarded to the laboratory for testing.
  11. The specimen is to be kept in the sight of both the employee and the collection site personnel from the time it is delivered to the time of its being labeled and the chain of custody forms being signed by both collection site personnel and the donor.
  12. The collection site personnel are to pour fifteen (15) milliliters of the urine specimen into a second container for split testing.
  13. The specimen bottles are then to be labeled in the presence of the employee, and initialed by the employee that they are indeed his/her specimens. The bottles are also to be sealed by placing the chain of custody tamper proof seal over the top of the specimen bottles and down the sides of the bottles. This procedure will tamper proof the specimens and guarantee that the specimen tested by the laboratory are those of the employee from whom the sample was drawn.
  14. The appropriate urine chain of custody and control form should be filled out by the collection site personnel and then signed by the donor.
  15. No unauthorized personnel shall be permitted in any part of the designated urine collection site where urine specimens are being collected or stored.
  16. If the specimen container is received at the laboratory in an undamaged condition, properly sealed, labeled, and initialed as certified by the laboratory, the Medical Review Officer and Neptune Township and its agencies will be privileged to rely on the analysis of the specimens so received.
  17. Laboratory and medical personnel will be responsible for completing appropriate chain of custody documentation and ensuring that proper procedures are followed to protect the integrity of the samples and the reliability of the test results.
  18. In reasonable cause circumstances, both the Township official transporting the employee to the collection site and the medical personnel will ensure that a copy of the supervisor's report accompanies the urine sample to the laboratory for evaluation.
  19. Neptune Township expects all of its employees to exercise good faith when undergoing the screen and in ensuring that proper test procedures are adhered to. This will guarantee that the final results are accurate. Failure or refusal to observe these good faith requirements may constitute dishonesty and/or insubordination and may subject the employee to immediate discipline, up to and including termination.
- c. *Invalid Samples.* In the event that a urine sample is determined to be invalid or unreliable by the collection site personnel, the laboratory analyzing the sample, or by the Medical Review Officer, due to circumstances unrelated to the conduct of the employee, the employee will be immediately notified of the circumstances requiring a new test. If the employee has otherwise complied with the procedures, they will be returned to work immediately (except in reasonable or post-accident circumstances), pending the results of the new test.

If the urine sample is determined to be invalid or unreliable due to circumstances related to the conduct of the employee, they will be subject to discipline, up to and including termination.

d. *Laboratory Requirements and Methodology.*

1. Urinalysis. The initial test will be an immunoassay analysis. If the immunoassay test results are negative, no further testing will be required and the result will be reported as negative. However, if the immunoassay test results are positive, a more precise test, a gas chromatography/ mass spectrometry (GC/MS) must be performed on the specimen.

For the purposes of this Policy, presence of drugs shall be indicated at the following level of drugs and/or drug metabolites in the urine:

<i>Initial Test</i>	<i>Initial Test Level (ng/ml)</i>
Marijuana	100
Cocaine Metabolites	300
Opiate Metabolites	300
Phencyclidine	25
Amphetamines	1,000
Marijuana Metabolites**	15
Cocaine Metabolites***	150
Opiate Metabolites	
Morphine	300
Codeine	300
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

2. Testing will be limited to the presence of drugs and their metabolites, and under no other circumstances will the sample be tested for any other purpose.
  3. Specimen retention. All specimens deemed to be "positive" by the laboratory and MRO will be retained in long term frozen storage for identification and retesting purposes at the laboratory for a period of one (1) year.
  4. Approved Testing Laboratories. Any and all laboratories used by Neptune Township and its agencies to perform drug testing will be required to perform all of the necessary testing procedures and be SAMASHA certified, in addition to being appropriately certified under all applicable local, State and Federal licensing and regulatory requirements.
- e. *Test Results - Privacy/Confidentiality.* Positive test results should be revealed to the applicant and/or employee only after they have been verified by the Medical Review Officer. These results are confidential medical information and must not be revealed or discussed with anyone in the Township except on an absolute need-to-know basis, and then only after the result has been confirmed. The Medical Review Officer shall not release individual test results except to Township personnel authorized to receive confirmed test results without first obtaining the written authorization of the employee.
- f. *Notification.* All employees will be notified of confirmed positive test results. Employees have seventy-two (72) hours from the time of notification to request that the second ("split") specimen be tested. Any applicant who requests results of what drug(s) were discovered will be notified within sixty (60) days of

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\*\*Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\*\*Benzoylcegonine

being notified of the disposition of the employment application, provided that the applicant requests such information.

g. *Prescription and Non-Prescription Medications.*

1. Disclosure. Before any urine drug screening is performed, the employee and applicant shall note, on the "Consent and Release Form", the use of any prescription or non-prescription medications.
2. Prescription Drugs. Prescription drugs are a cause for concern to Neptune Township and its agencies if they affect the ability of the employee to work safely.
  12. (a) Employees taking a drug prescribed by a licensed physician must have the drug in its original container which identifies the drug, dosage, date of prescription, and authorizing physician. It is the responsibility of the employee to review with their physician any work restriction(s) that should be observed while on the medication. In cases when use of medication requires work restrictions, it is the further responsibility of the employee to report such restriction to their supervisor, manager, and to the Medical Review Officer. Failure to properly notify a manager or supervisor of such work restrictions shall be a violation of this Policy that subjects the employee to discipline at the discretion of the Township.
  13. (b) In the interests of safety, an employee whose use of medication necessitates work restriction(s) may be reassigned and/or placed on medical leave until the work restrictions are lifted. Once such restrictions are lifted, the employee may safely resume all aspects of their assigned job functions.
  14. (c) If these procedures are followed, the use of prescription and non-prescription drugs in accordance with the dosage instructions shall not be cause for discipline under this Policy.

h. *Records.* Neptune Township and its agencies will retain in the employee's qualification file only the following information:

1. That the employee submitted to a controlled substance test, and on what occasion (i.e, pre-placement, reasonable cause, post-accident, or return to work).
2. The date of the test.
3. The location of the test.
4. The identity of the person or entity performing the test.
5. Whether the test results were positive or negative.

(New)

**9-25.2 Medical Review Officer ("MRO").**

The Township shall retain a Medical Review Officer ("MRO"), who is a licensed physician, knowledgeable in the medicinal, pharmaceutical, and toxicological aspects of drugs. The MRO has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's positive test results together with the patient's medical history and prescription/non-prescription drug usage.

After the laboratory has tested the specimen, they are to direct those results to the MRO to interpret and evaluate the results - regardless of whether the test results are confirmed as negative or positive. Regarding positive results, the MRO must further assess and determine whether alternative medical explanations could account for the positive drug screen result before informing designated Neptune Township officials as to test results.

a. *Further Responsibilities.*

1. Receive and review all testing results.

2. Receive and document a certified copy of the original chain of custody.
3. Inform the tested individual of their test results in the event of a positive confirmatory test.
4. In the event of a positive result, provide the individual an opportunity to discuss the results and conduct a medical interview to determine whether medical, biological, or permitted prescription (or non-prescription) drug use could be an alternative explanation for the test result.
5. Order re-testing of the sample and/or quantitative description of testing results, when appropriate.
6. Consult with laboratory officials and personnel, when appropriate.
7. Determine whether a result is consistent with legal drug use.
8. Forward results of verified test results to previously designated Neptune Township officials.
9. Otherwise conform all activities to the responsibilities of a Medical Review Officer.

### **9-25.3 Training.**

Officers, managers and employees should become thoroughly familiar with Neptune Township's Substance Abuse Policy (this Policy). Furthermore, management's responsibility under this Policy is to arrange for the distribution of this Policy to all affected employees, preferably accomplished by the employee signing an acknowledgment form that they have received a copy of this Policy.

### **9-25.4 Communication Plan.**

- a. The Township shall communicate this Policy to its employees by use of posted notices in the workplace, oral briefings, and distribution of copies of the Policy.
- b. The Township shall conduct periodic awareness sessions, i.e., meetings, films, check staffers, etc.

This Policy is designed to provide for the maximum safety and well being of all employees and personnel. Your assistance and cooperation for the achievement of this goal is vitally important as Neptune Township intends to strive for increased awareness concerning the destructive nature of drug and alcohol abuse. Neptune Township and its agencies regrets any inconvenience or problems this Policy may create, but presently believes that the overall benefit to the Township, its employees, and to the community makes this Policy both necessary and helpful.

### **9-26 USE OF TOWNSHIP VEHICLES DURING NON-WORKING HOURS.**

Township owned vehicles shall be used only on official business. All passengers must be on Township business as well. Only authorized Township personnel or persons conducting business with the Township shall be transported in the Township owned vehicles.

Except as otherwise described herein, personal use of Township owned vehicles is prohibited and shall be cause for disciplinary action and/or removal from employment.

Assigned drivers are responsible for ensuring that the Township owned vehicles are kept clean, in good condition and are serviced in accordance with the preventative maintenance schedule. The Township shall provide liability coverage for all employees operating Township owned vehicles on official Township Business.

Unless otherwise authorized by the Township Committee, Municipal Vehicles may be taken home only with the advance approval of the Township Administrator and at the discretion of the Township Committee. A Department Head may also grant temporary approval to facilitate responses to after-hours emergency calls. When an employee takes home a Township vehicle, it is to be used only for official Township business; any other use is not permitted.

For the purpose of enhanced public safety, vehicles assigned to the Township Administrator, Chief of Police, Deputy Chief of Police, Captain of Police, Emergency Management Coordinator and Deputy Emergency Management Coordinator(s) shall be permitted for general use, provided that the employee using the vehicle is available to respond to any and all appropriate Township business or emergencies that require the presence of said employee.

Township employees shall be reimbursed for use of their personal vehicles to travel to approve seminars, educational courses, or to do Township related errands, which reimbursement shall include tolls and parking charges. Mileage reimbursement shall be made at the current, standard rate established by the United States Internal Revenue Service. In order to be reimbursed, receipts must be submitted to support such expenditures and be approved, in advance, by the Department Head.

Employees are not permitted, under any circumstances, to operate a Township vehicle, or a personal vehicle for Township business, when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition included circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of illness, medication, or intoxication.

Employees must report any accident, theft, damage breakdown, or mechanical problem involving a Township vehicle or a personal vehicle used on Township business to their supervisor, regardless of the extent of damage or lack of injuries. These reports must be made as soon as possible, but no later than forty-eight hours after the incident. Employees are expected to cooperate fully with authorities in the event of an accident. However, they should not make any statements other than in reply to questions of investigating officers.

Any violation of this policy constitutes cause for disciplinary action

## **9-27 COMMUNICATION MEDIA POLICY.**

The Communication Media Policy is described in the Personnel Policy Guidebook.

## **9-28 USE OF GOVERNMENT BUILDINGS AND GOVERNMENT EQUIPMENT FOR POLITICAL FUNDRAISING PROHIBITED.**

### **9-28.1 Definitions.**

- a. *Candidate* shall mean any individual seeking election to a public office of the Federal government, State, County, municipality, school district or political organization at an election.
- b. *Contribution* shall include all loans and transfers of money or other thing of value to or by any candidate, elected official or political organization and all pledges or other commitments or assumptions of liability to make any such transfer. Contributions shall be deemed to have been made upon the date when such commitment is made or liability assumed.
- c. *Political organization* shall mean any two (2) or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association which is organized to, or does, aid or promote the nomination, election or defeat of any candidate or candidates for Federal, State, County, municipal or school board office. *Political organizations* includes, but is not limited to, organizations otherwise defined as *political committee*, *joint candidates committee*, and *legislative leadership committee*.
- d. *Municipality* shall mean this municipality and any officer, department, board, commission, or agency thereof.
- e. *Municipal official, employee and appointee* shall mean any person holding elective municipal office or holding an appointed position in the municipal government, or in any agency, commission, board, or office thereof, whether the position is full-time or part-time, compensated or uncompensated; and any employee of municipal government or in any agency, commission, board, or office thereof, whether the position is full or part-time.

- f. *Solicit* shall mean to seek by oral or written communication a contribution as same is defined herein.
- g. *Property of the municipality* shall mean buildings, land, vehicles, phones, fax machines, computers or other office equipment or supplies and other real or personal property owned, leased or controlled by the municipality, except for public roads and open park land.

**9-28.2 General Regulations.**

- a. *Prohibition Against Soliciting or Accepting Political Contributions on Public Property.* No municipal official, employee or appointee may solicit, commit to pay, or receive payment of or a commitment to pay any contribution for any candidate, elected official or political organization while in or on the property of the municipality or utilizing the property of the municipality.
- b. *Prohibited Forms of Fundraising.* Prohibited forms of fundraising shall include but are not limited to:
  1. Soliciting or accepting contributions using municipal telephones, fax machines or computers.
  2. Soliciting or accepting contributions using personal telephones while on the property of the municipality.
  3. Soliciting or accepting contributions through the use of publicly-owned computers or privately-owned personal computers while on the property of the municipality.
  4. Using municipal letterhead to solicit or accept contributions.
  5. Sending correspondence from municipal buildings or by use of municipal services, equipment or postage.
  6. Face-to-face soliciting of an individual or an owner or representative of a business entity while on the property of the municipality.
  7. Use of automobiles owned or leased by the municipality to accept or solicit contributions.

**9-28.3 Reporting Requirements.**

It shall be the responsibility of any employee, appointed, or elected official who observes any prohibited forms of fundraising to report such conduct to the municipal ethics board, if one exists, or in the alternative, to the Municipal Prosecutor and the Municipal Clerk who shall report same to the governing body.

**9-28.4 Whistleblower Provision.**

It shall be unlawful for any employee, elected official or appointee to be dismissed, reprimanded, retaliated against or otherwise intimidated for complying with the reporting requirements mandated by this section.

**9-28.5 Violation.**

Violation of any provision of this section shall be punished by a period of community service not exceeding ninety (90) days or imprisonment in the county jail for a term not exceeding ninety (90) days or a fine not exceeding one thousand (\$1,000.00) dollars.

**9-29 Personnel Policy Guidebook.**

The Personnel Policy Guidebook, described in 9-29.1 and reference throughout this Chapter shall be hereby adopted and may be revised by resolution of the Township Committee from time to time.

**9-29.1 Table of Contents**

This Table of Contents further describes the policies included within the Personnel Policy Guidebook.

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## SECTION 2.

All Ordinance, or parts thereof, inconsistent with the provisions of this Ordinance, be and the same are hereby repealed to the extent of such inconsistency.

## SECTION 3.

Should any section, paragraph, clause or any other portion of this Ordinance be adjusted by a Court of competent jurisdiction to be invalid, such judgment shall not affect or impair the remainder of this Ordinance.

## SECTION 4.

This Ordinance shall take effect upon its passage and publication according to law.

Richard J. Cuttrell,  
Municipal Clerk

Carol Rizzo,  
Mayor