

**WORK SESSION AND REGULAR MEETING OF THE LOWER TOWNSHIP COUNCIL
NOVEMBER 3, 2025 – 5:00 p.m.**

Opening Announcement
Pledge of Allegiance & Moment of Silence
Roll Call & Determination of Quorum

Work Session

Commissioner Andrew Bulakowski - Presentation

Consent Agenda

- Approval of Minutes – October 20, 2025
Approval of New Jersey State Firefighter's Association Membership – M. Alexander, Erma Volunteer Fire Company
Res. #2025-357 Authorization for the Payment of Vouchers \$5,232,154.41
Res. #2025-358 Authorization for Refund of Taxes
Res. #2025-359 A Resolution Authorizing a Shared Service Agreement between the Township of Lower and the Lower Cape May Regional School District for the Placement of School Resource Officers (SRO) within the Lower Cape May Regional School District
Res. #2025-360 Insertion of Special Item of Revenue Pursuant to NJSA 40A:4-87, Chapter 159 (Community History Grant \$5,000)
Res. #2025-361 A Resolution Adopting a Revised Personnel Policy Manual for the Township of Lower
Res. #2025-362 Authorization for Waiver of Permitting Fees for Naval Air Station Wildwood Associated with the Museum Egress Plan
Res. #2025-363 Transfer of 2025 Appropriations
Res. #2025-364 A Resolution Approving the Annual Level of Compensation for the Commissioners of Fire District #1 Pursuant to N.J.S.A 40A:14-88 and Local Finance Notice 2021-16
Res. #2025-365 A Resolution Authorizing and Approving a Shared Service Agreement Between the Township of Lower and the County of Cape May for Public Safety Answering, Dispatch and Related Services
Res. #2025-366 Authorizing the Assignment of Eight (8) Tax Sale Certificates
Res. #2025-367 Approval of Change Order #1 to 10-75 Emergency Vehicles to Install Four (4) Television Monitors in the Drone Command Control Mobile Unit
Res. #2025-368 A Resolution Approving the Annual Level of Compensation for the Commissioners of Fire District #3 Pursuant to N.J.S.A 40A:14-88 and Local Finance Notice 2021-16
Res. #2025-369 Authorization for the Payout of Accumulated Compensatory Time (M. Harkin, \$9,097.28)

Ord. #2025-22 An Ordinance Amending Chapter 400, Land Development, of the Code of the Township of Lower. This is the first reading of this Ordinance. The second reading and public hearing has been scheduled for December 1, 2025.

Regular Agenda

Public Comment

Council Comments

Adjourn

COUNCIL MEETING MINUTES – October 20, 2025

The meeting of the Township Council of the Township of Lower, County of Cape May, State of New Jersey was held on October 20, 2025 at 5:00 p.m. in the meeting room of Township Hall, 2600 Bayshore Road, Villas, New Jersey.

The Clerk announced that the meeting was being held in compliance with the Open Public Meetings Act and that adequate notice of the meeting had been provided according to law.

The following members of Council were present for roll call taken by the Clerk:

Councilmember Thomas Conrad
Councilmember Joseph Wareham
Councilmember Roland Roy, Jr.
Deputy Mayor Kevin Coombs
Mayor Frank Sippel

Also present: Michael Laffey, Township Manager and Karen Fournier, Deputy Township Clerk

Consent Agenda

Approval of Minutes – October 6, 2025

Res. #2025-343 Authorization for the Payment of Vouchers \$ 683,599.92

Res. #2025-344 Certification of Best Practices Inventory

Res. #2025-345 Authorization for the Payout of Accumulated Compensatory Time (W.Omrod \$3,837.60)

Res. #2025-346 Authorization for the Payout of Accumulated Compensatory Time (K.Walker \$14,126.84)

Res. #2025-347 Approval of Contribution to Lower Township Chamber of Commerce

Res. #2025-348 Approval of Change Order #1 to Phoenix Advisors for Municipal Advisory Services in connection with General Improvement Bonds

Res. #2025-349 A Resolution Authorizing a Memorandum of Agreement between the Township of Lower and the County of Cape May regarding Code Blue Warming Centers

Res. #2025-350 Insertion of Special Item of Revenue Pursuant to NJSA40A:4-87, Chapter 159 (NJ Green Acres \$750,000)

Res. #2025-351 Approval for Cape May Hallowed Half Marathon

Res. #2025-352 Authorizing Pay Out of Terminal Leave (L.Read \$6,300.85)

Res. #2025-353 Approval of Change Order #2 for Remington & Vernick Engineers Services for an Environmental Report for the HVAC Replacement Project at the Township of Lower Municipal Building and Construction & Zoning Building

Mayor Sippel shared information about Res. #2025-349 with regard to the Code Blue warming centers.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM	X		X				
ROY			X				
COOMBS			X				
SIPPEL			X				

Regular Agenda

Res. #2025-354 A Resolution to Terminate All Participation Under the State Health Benefits Program (SHBP) Including Drug Plan and/or Dental Plan Coverage

Mayor Sippel communicated the urgency in passing this resolution prior to the end of October to save the Township from a 36.9% cost increase in State Health Benefits.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD			X				
WAREHAM			X				
ROY			X				
COOMBS		X	X				
SIPPEL	X		X				

Res. #2025-355 A Resolution Authorizing the Award of a Contract to Amerihealth for Health Insurance Coverage for the Township of Lower as an Extraordinary Unspecifiable Service

Mayor Sippel asked Manager Laffey to explain the process.

Manager Laffey explained the current health insurance situation and the factors involved with establishing coverage. He also communicated the Township's obligation to secure the best and most reasonable plan for employees and taxpayers.

Councilmember Wareham commented in favor of his current coverage with Amerihealth through the County.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD			X				
WAREHAM	X		X				
ROY		X	X				
COOMBS			X				
SIPPEL			X				

Res. #2025-356 A Resolution Authorizing the Award of a Contract to Braven Health for Prescription Coverage for Retired Employees for the Township of Lower as an Extraordinary Unspecifiable Service

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD			X				
WAREHAM			X				
ROY			X				
COOMBS		X	X				
SIPPEL	X		X				

Engineer Report

Andrew McTague, DeBlasio and Associates, gave Council an update on the following engineering projects being handled by DeBlasio and Associates: Rotary Community Park Renovations, Bay Outfall Extensions, Reconstruction of Ridgewood Ave., Stormwater GIS Mapping Services, David Douglass Sr. Memorial Park Renovations, Lower Township Public Works Building Design, Holmes, Gorham and Scott Avenues Storm Sewer & Roadway Improvement Project, Lower Township Municipal Pool Building, Reconstruction of Beach Ave., Resurfacing of Cardinal Ave., Bayshore Road Pickleball Courts, Clem Mulligan Sports Complex Storm Sewer Pump Station, and Lincoln Blvd. and Arctic Ave. Storm Sewer Replacement.

Administrative Reports

Clerk, Dog, Vital

Public Comment

Joanne Rietheimer, 111 Pinewood Road, addressed Council regarding her proposal to install children's little libraries on Township playgrounds.

Manager Laffey informed Ms. Rietheimer that more research is needed before a determination can be made.

Council Comments

Councilmember Conrad – no comments

Councilmember Wareham gave an update on Townbank Road paving project and thanked the County for making it a priority.

Councilmember Roy – no comments

Deputy Mayor Coombs voiced favor with Townbank Road improvements.

Mayor Sippel announced the following events: Haunted Trails and Veteran's Day Parade.

Adjournment

There being no further business to address, motion to adjourn moved by Mayor Sippel, seconded by Councilmember Wareham. Motion to adjourn was unanimous. Meeting adjourned at 5:18 p.m.

Frank Sippel, Mayor
Approved:

Deputy Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-357

Title: AUTHORIZATION FOR THE PAYMENT OF VOUCHERS

<u>VENDOR</u>	<u>CHECK #</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
The Belasco Law Firm LLC	#7744	Labor Expenses	\$ 5,898.22

TOTAL MANUAL CHECKS: \$ 5,898.22

TOTAL COMPUTER GENERATED: \$5,226,256.19

TOTAL BILL LIST \$5,232,154.41

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025.

Karen S. Fournier, Deputy Township Clerk

Ranges		Item Status		Purchase Types		Misc	
<i>Range: First to Last</i>		<i>Open: N</i>		<i>Bld: Y</i>		<i>P.O. Type: All</i>	
<i>Rcvd Batch Id Range: First to Last</i>		<i>Void: N</i>		<i>State: Y</i>		<i>Include Project Line Yes</i>	
		<i>Paid: N</i>		<i>Other: Y</i>		<i>Items:</i>	
		<i>Held: Y</i>		<i>Exempt: Y</i>		<i>Format: Condensed</i>	
		<i>Aprv: N</i>				<i>Include Non-Budgeted: Y</i>	
		<i>Rcvd: Y</i>				<i>Vendors: All</i>	
Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00030		A.E. STONE INC.					
25-02162	08/12/25	HOT ASPHALT	Open	\$1,189.12	\$0.00		B
00055		LARRY AKINS					
25-02787	10/28/25	MEDICAL CLAIMS	Open	\$212.05	\$0.00		
00153		ATLANTIC CITY ELECTRIC*					
25-02813	10/29/25	ACE SEPT-OCT BILLING	Open	\$21,293.07	\$0.00		
00179		AVERY TEITLER					
25-02483	09/18/25	PB SOLICITOR SALARY (AUG/SEPT)	Open	\$1,668.00	\$0.00		
25-02705	10/20/25	PB RESOLUTION VOUCHER	Open	\$200.00	\$0.00		
		Vendor Total:		\$1,868.00			
00194		ADVANCED VIDEO & SOUND LLC					
25-02750	10/27/25	CAMERAS- REC & CLEM MULLIGAN	Open	\$1,000.00	\$0.00		
00257		BAYSHORE LANDSCAPING INC*					
25-00638	03/06/25	RES#25-50 DNE \$54500	Open	\$10,900.00	\$0.00		
00419		RICHARD M BRASLOW, ESQ					
25-02588	10/01/25	FS Legal fees	Open	\$330.00	\$0.00		
00454		KEVIN LEWIS					
25-02739	10/23/25	TRAINING REIMBURSEMENT	Open	\$15.00	\$0.00		
00651		MUNICIPAL UTIL AUTH DUMP FEES					
25-02710	10/20/25	DISPOSAL FEES SEPT.2025	Open	\$81,032.67	\$0.00		
00743		COUNTY OF CAPE MAY, TREASURER					
25-02752	10/27/25	4TH QTR COUNTY/LIB/OPEN/ANIMAL	Open	\$4,124,525.61	\$0.00		
00784		CAPE MAY STAR & WAVE					
25-02720	10/20/25	LEGALS 10/08/2025	Open	\$35.00	\$0.00		
25-02800	10/29/25	LEGALS - 10/15 & 10/22/2025	Open	\$268.50	\$0.00		
		Vendor Total:		\$303.50			
00825		COMCAST INTERNET					
25-02812	10/29/25	COMCAST TV&INTERENT OCT-NOV 25	Open	\$1,588.52	\$0.00		
00948		COASTAL LANDSCAPING					
25-02290	08/27/25	FREEMAN DOUGLASS PARK	Open	\$885.84	\$0.00		
01092		CONTINENTAL FIRE & SAFETY,INC*					
25-02808	10/29/25	ANNUAL FIRE EXT SERVICE/REFILL	Open	\$302.00	\$0.00		
01110		COLLEEN CRIPPEN					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01110		COLLEEN CRIPPEN	<i>Account Continued</i>				
25-02790	10/28/25	HEALTH INSURANCE MAILING-USPS	Open	\$33.40	\$0.00		
01125		MARGARET CROMPTON					
25-00029	01/03/25	CONTRACTUAL REIMBURSEMENT M	Open	\$100.00	\$0.00		B
01170		VERIZON WIRELESS* F/S					
25-02691	10/15/25	Verizon 08.27 09.26	Open	\$168.44	\$0.00		
01201		DELL MARKETING LP					
25-00874	04/04/25	2 SDL LICENSES (ZONING)	Open	\$5,814.76	\$0.00		
25-02496	09/23/25	SDL SOFTWARE FOR BOCA	Open	\$29,563.38	\$0.00		
25-02746	10/23/25	GEORGIA COMPUTER	Open	\$1,066.45	\$0.00		
		Vendor Total:		\$36,444.59			
01653		GENTILINI FORD ~					
25-02044	07/25/25	PARTS FOR VEHICLES/DPW	Open	\$2,065.51	\$0.00		
01690		GRANTURK EQUIPMENT CO*					
25-02315	08/27/25	PARTS FOR RECYCLING/DPW	Open	\$3,243.73	\$0.00		
25-02715	10/20/25	SUCTION NOZZ/DPW	Open	\$2,659.59	\$0.00		
		Vendor Total:		\$5,903.32			
01741		GENTILINI CHEVROLET, LLC ~					
25-02185	08/13/25	RES 25-274 (2) CHEVY TAHOE PPV	Open	\$111,318.91	\$0.00		
01749		R.A. WALTERS & SONS INC*					
25-00516	02/21/25	RES 2025-102 DEL BAY PUMP HOUS	Open	\$127,700.00	\$0.00		
01840		COLLEEN HORWATH					
25-02747	10/23/25	RETIRED MEDICARE SUPPLEMENT	Open	\$3,057.00	\$0.00		
01864		JONAS PIZZA, LLC ~					
25-02630	10/06/25	PASTA BOWLS- HAUNTED TRAILS	Open	\$279.60	\$0.00		
01873		HOME DEPOT*					
25-00973	04/14/25	SUPPLIES /BLDG/DPW	Open	\$261.27	\$0.00		
02108		KEEN COMPRESSED GAS CO*					
25-01566	06/11/25	BOTTLED GAS/DPW	Open	\$276.90	\$0.00		
02137		CHARLES MARANDINO, LLC*					
25-00394	02/06/25	RES #2025-83 CHG ORD 1 TB IMPR	Open	\$1,313.38	\$0.00		B
02247		LAWSON PRODUCTS, INC. ~					
25-02310	08/27/25	SUPPLIES FOR GARAGE/DPW	Open	\$699.25	\$0.00		
02538		MARSH & MCLENNAN AGENCY, LLC					
25-00025	01/03/25	RES#2025-13 DNE \$40K	Open	\$3,333.33	\$0.00		B
03023		SIG SAUER INC*					
25-01406	06/02/25	MPX ARMORER CERTIFICATION	Open	\$690.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
03023		SIG SAUER INC*	Account Continued				
03026		*NJ STATE HEALTH BENEFITS WIRE					
25-02797	10/29/25	NOV 2025 NJSHBP ACTIVE	Open	\$247,229.37	\$0.00		
25-02798	10/29/25	NOV 2025 NJSHBP RETIREE	Open	\$125,411.37	\$0.00		
		Vendor Total:		\$372,640.74			
03086		NJ STATE ASSN CHIEFS OF POL*					
25-01871	07/09/25	BUDGETING AND FINANCIAL COURSE	Open	\$500.00	\$0.00		
03305		PEDRONI FUEL*					
25-02716	10/20/25	NO LEAD GAS/DPW 9.29.25	Open	\$682.35	\$0.00		
25-02742	10/23/25	NO LEAD GAS/DPW/10.15.25	Open	\$715.61	\$0.00		
		Vendor Total:		\$1,397.96			
03466		R & R SPECIALTIES					
25-00716	03/18/25	PLAQUE FOR BENCH	Open	\$300.00	\$0.00		
25-00890	04/04/25	DESK PLATE	Open	\$52.00	\$0.00		
25-02411	09/09/25	MEMORIAL PLAQUE	Open	\$325.00	\$0.00		
25-02662	10/09/25	TROPHIES FOR B-BALL TOURNAMENT	Open	\$159.00	\$0.00		
		Vendor Total:		\$836.00			
03518		RIGGINS, INC.*					
25-02741	10/23/25	OFF HIGHWAY DIESEL/10.15.2025	Open	\$634.34	\$0.00		
03611		SERVICE TIRE TRUCK CENTERS ~					
25-02308	08/27/25	TIRES/RDS/REC/DPW	Open	\$5,254.20	\$0.00		
03619		THOMAS SOLENSKI					
25-02748	10/24/25	MEDICAL CLAIMS	Open	\$2,400.00	\$0.00		
03683		SNAP-ON TOOLS*					
25-02229	08/19/25	REPAIR- PT850 SERIAL 22496299	Open	\$185.00	\$0.00		
03692		SOUTH JERSEY GAS CO*					
25-02788	10/28/25	SOUTH JERSEY GAS SEPT-OCT 25	Open	\$816.32	\$0.00		
03902		DONALD VANAMAN JR					
25-02738	10/23/25	TRAINING REIMBURSEMENTS	Open	\$30.00	\$0.00		
03904		LOWE'S HOME CENTER INC*					
25-02312	08/27/25	SUPPLIES FOR BUILDINGS/DPW/OCT	Open	\$516.77	\$0.00		
25-02313	08/27/25	SUPPLIES FOR BUILDINGS/DPW	Open	\$519.00	\$0.00		
25-02495	09/23/25	MISC. FOR HAUNTED TRAILS	Open	\$1,911.66	\$0.00		
		Vendor Total:		\$2,947.43			
03985		VILLAS NAPA AUTO PARTS ~					
25-02557	09/26/25	RDS/SANT/RECY/NOV/DPW	Open	\$3,598.29	\$0.00		
03992		VAL-U AUTO PARTS LLC ~					
25-00976	04/14/25	RDS/SANT/RECY/DPW	Open	\$3,142.70	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
04090		WIRELESS ELECTRONICS, INC*					
25-01366	05/30/25	CRADLEPOINTS FOR PATROL VEHICL	Open	\$5,220.00	\$0.00		
04097		CINTAS FIRST AID AND SAFETY*					
25-02525	09/24/25	FIRST AID SUPPLIES/DPW	Open	\$60.14	\$0.00		
25-02677	10/14/25	COURT MEDICINE CABINET 10/2025	Open	\$50.46	\$0.00		
25-02761	10/27/25	TOWNAHLL RESTOCK 9/10/25	Open	\$7.53	\$0.00		
25-02762	10/27/25	BOCA FIRST AID SUPPLIES	Open	\$90.01	\$0.00		
25-02763	10/27/25	RE-STOCK LT POOL	Open	\$25.43	\$0.00		
		Vendor Total:		\$233.57			
6071		UNITED UNIFORMS LIMITED LIAB*					
25-02187	08/13/25	75 WRESTLING UNIFORMS	Open	\$2,250.00	\$0.00		
25-02765	10/27/25	MANAGER'S SHIRTS	Open	\$80.67	\$0.00		
		Vendor Total:		\$2,330.67			
7098		SHORE VETERINARIAN ANIMAL					
25-02693	10/15/25	ANIMAL CONTROL AFTER-HOURS	Open	\$450.00	\$0.00		
7196		LAUREN HUGGINS SUIT					
25-00027	01/03/25	RES#2025-07 2025 PUBLIC INFO	Open	\$1,356.57	\$0.00		B
7251		REIT LUBRICANTS CO*					
25-02566	09/29/25	OIL SUPPLY/DPW	Open	\$3,615.67	\$0.00		
7354		FLEETPRIDE INC.*					
25-01904	07/10/25	SUPPLIES/BLDG/DPW	Open	\$574.22	\$0.00		
25-02475	09/18/25	YEARLY DIAGNOSTIC TOOLS UPDATE	Open	\$3,895.00	\$0.00		
		Vendor Total:		\$4,469.22			
7437		ECOVERSE INDUSTRIES LTD*					
25-02631	10/07/25	PARTS / COOLANT SWITCH	Open	\$437.67	\$0.00		
7475		SUZANNE M SCHEID					
25-02786	10/28/25	MEDICAL REIMBURSEMENT	Open	\$95.00	\$0.00		
7689		GOVERNMENT FORMS AND SUPPLIES*					
25-02600	10/01/25	2026 Yard Sale Permits	Open	\$192.00	\$0.00		
7751		HOFFMAN'S EXTERMINATING					
25-00939	04/10/25	PEST AGREEMENT-FREEMAN DOUGL	Open	\$75.00	\$0.00		
7772		PIONEER ATHLETICS*					
25-02592	10/01/25	ATHLETIC PAINT FOR FIELDS	Open	\$2,598.51	\$0.00		
7820		DEBLASIO & ASSOCIATES, P.C					
23-02340	09/14/23	RES#23-303 CO #1 ROTARY PARK	Open	\$1,600.00	\$0.00		B
23-03045	11/28/23	#23-389 SURF RIDGEWOOD DNE 48K	Open	\$3,810.00	\$0.00		
24-02404	09/06/24	RES 2024-288 C/O 2 DPW BUILDNG	Open	\$4,270.00	\$0.00		B
24-03368	12/06/24	#24-372 BAY OUTFALL EXT #C059	Open	\$4,000.00	\$0.00		B
25-00517	02/21/25	2025-103 DEL BAY DR PUMP C064	Open	\$71.25	\$0.00		B

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Vold Amount	Contract	PO Type
7820		DEBLASIO & ASSOCIATES, P.C	<i>Account Continued</i>				
25-00696	03/12/25	RES#25-120 CO#3 CANAL PARK 30k	Open	\$942.50	\$0.00		
25-00778	03/24/25	RES #25-136 POOL BUILDING 90K	Open	\$21,049.54	\$0.00		
25-01199	05/12/25	RES 2025-178 LTC067 CLEM SEWER	Open	\$1,026.25	\$0.00		B
25-01257	05/19/25	RES#25-155 PICKLE BALL COURTS	Open	\$5,557.50	\$0.00		B
25-01805	07/01/25	RES 2025-236 LTC-061 BEACH AVE	Open	\$2,616.25	\$0.00		B
25-02016	07/25/25	RES2025-260 LTC062 CARDINAL	Open	\$1,545.00	\$0.00		B
25-02233	08/21/25	RES #2025-290 (LTC-059) CHG 1	Open	\$240.00	\$0.00		
25-02465	09/18/25	RES 2025-317 LTC-070 DELAWARE	Open	\$2,288.75	\$0.00		
25-02706	10/20/25	PB ENGINEER VOUCHERS	Open	\$641.70	\$0.00		
		Vendor Total:		\$49,658.74			
7857		MOHAWK LIFTS, LLC					
25-01687	06/17/25	VEHICLE LIFTS (2)	Open	\$71,306.58	\$0.00		
7871		PLANET TECHNOLOGIES, INC*					
25-02147	08/08/25	FS microsoft renewal x5	Open	\$211.20	\$0.00		
7921		WILLIAM PORCH					
24-00259	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$80.75	\$0.00		
7929		AMAZON CAPITAL SERVICES, INC ~					
25-02669	10/10/25	Blinds	Open	\$95.94	\$0.00		
25-02690	10/15/25	PD SUPPLIES + TRUNK OR TREAT	Open	\$529.73	\$0.00		
25-02697	10/15/25	FS equipment cases	Open	\$148.38	\$0.00		
25-02714	10/20/25	OFFICE SUPPLIES	Open	\$236.27	\$0.00		
		Vendor Total:		\$1,010.32			
8175		INTEGRITY INTERPRETING LLC					
25-02678	10/14/25	COURT INTERPRETING 9/2025	Open	\$133.00	\$0.00		
8393		PRI MANAGEMENT GROUP INC *					
25-02424	09/12/25	EXPUNGEMENT WEBINAR 11-20-2025	Open	\$278.25	\$0.00		
8517		STEWART BUSINESS SYSTEMS *					
25-02751	10/27/25	COPIER USAGE 1/1- 6/30/25	Open	\$306.46	\$0.00		
8564		MATTHEW REILLY					
25-02740	10/23/25	TRAINING REIMBURSEMENTS	Open	\$33.62	\$0.00		
8566		HARPOONS ON THE BAY *					
25-02704	10/20/25	RELEASE OF BOND PLUS ESCROW	Open	\$9,278.10	\$0.00		
8676		GPANJ					
25-02749	10/27/25	GPANJ	Open	\$125.00	\$0.00		
8721		BLANEY, DONOHUE, & WEINBERG PC					
25-00023	01/03/25	RES#2025-04 PROSECUTOR DNE 45k	Open	\$3,750.00	\$0.00		B
25-00024	01/03/25	RES#2025-04 WWC DNE \$10K	Open	\$833.33	\$0.00		
		Vendor Total:		\$4,583.33			
8800		MARK DELANO					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8800		MARK DELANO	<i>Account Continued</i>				
25-02753	10/27/25	REIMBURSEMENT- 5TH QUARTER	Open	\$120.00	\$0.00		
8848		COMFORT NOW LLC					
25-02660	10/09/25	ANNUAL BOILER MAINT REC	Open	\$1,118.00	\$0.00		
8868		BRAVADO COFFEE CAFE					
25-02713	10/20/25	HAUNTED TRAILS FOOD	Open	\$325.00	\$0.00		
9134		ASCENDANCE TRUCK EASTERN PA					
25-02613	10/02/25	SEAL,OIL,PINION/DPW	Open	\$101.20	\$0.00		
9141		CITY OF WILDWOOD WATER UTILITY					
25-02756	10/27/25	WATER BILL ACCT #4015020-0	Open	\$315.05	\$0.00		
9216		ATLANTICARE REGIONAL MEDICAL					
25-00043	01/07/25	RES#2024-229 YEAR 1	Open	\$5,000.00	\$0.00		B
9264		PENNONI ASSOCIATES INC					
24-02722	10/16/24	RES# 2024-332 Tax Maps	Open	\$46,382.50	\$0.00		B
9316		THE BELASCO LAW FIRM LLC					
25-00020	01/03/25	RES#2025-01 DNE \$40k	Open	\$3,333.33	\$0.00		B
9445		TWIN ROCKS WATER					
25-02692	10/15/25	PD WATER DELIVERY 10/7/2025	Open	\$269.75	\$0.00		
25-02695	10/15/25	WATER-OCTOBER '25 REC. DEPT.	Open	\$29.98	\$0.00		
25-02708	10/20/25	FS Water 10.01.25	Open	\$19.99	\$0.00		
		Vendor Total:		\$319.72			
9453		CAPITAL ONE TRADE CREDIT					
25-01910	07/11/25	RDS/SIGNS/AUG/DPW	Open	\$420.03	\$0.00		
25-02457	09/18/25	MONTHLY- SEPTEMBER'25	Open	\$244.06	\$0.00		
25-02658	10/09/25	SOLAR SALT FOR SOFTENER	Open	\$115.95	\$0.00		
25-02661	10/09/25	2 DAY RENTAL STEAM CLEANER	Open	\$68.37	\$0.00		
		Vendor Total:		\$848.41			
9464		PATRICK AND KERI BRADY					
25-02703	10/20/25	RELEASE OF PERFORMANCE BOND	Open	\$6,256.09	\$0.00		
9465		ARTHUR MATHEWS					
25-02718	10/20/25	B-360.02 L-15 MATHEWS	Open	\$286.37	\$0.00		
9467		WALTER HARTMANN					
25-02775	10/27/25	B-642 L-6 EXEMPT VETERAN	Open	\$250.00	\$0.00		
AMUSE		AMUSEMENT PARTNERSHIP USA					
25-02702	10/20/25	RETURN OF BOND & ESCROW	Open	\$44,863.14	\$0.00		
BLAUE		BLAUER ASSOCIATES INC*					
22-02882	11/17/22	2023 SCPF APPLICATION CONSULT	Open	\$2,100.00	\$0.00		B
23-02899	11/13/23	RES 23-372 FY24 SCPF ADA POOL	Open	\$300.00	\$0.00		B

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
BLAUE		BLAUER ASSOCIATES INC*	<i>Account Continued</i>				
24-02953	11/12/24	FY 2025 SCPF ADA DOUGLASS PARK	Open	\$3,800.00	\$0.00		B
		Vendor Total:		\$6,200.00			
LOWER		LOWER TOWNSHIP					
25-02807	10/29/25	DIFFERENCE CARD EXPEN 10-25	Open	\$18,302.69	\$0.00		
SEAGE		SEAGEAR MARINE SUPPLY*					
25-01924	07/15/25	FS uniforms x4	Open	\$275.00	\$0.00		
25-02586	10/01/25	J. Embs uniforms	Open	\$107.98	\$0.00		
25-02605	10/01/25	FS Belles boots	Open	\$79.99	\$0.00		
		Vendor Total:		\$462.97			
SMITHS		SHEILA D SMITH					
25-02789	10/28/25	MEDICARE SUPPLEMENT	Open	\$219.23	\$0.00		

Total Purchase Orders: 129 Total P.O. Line Items: 0 Total List Amount: \$5,226,256.19 Total Void Amount: \$0.00

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-358

Title: AUTHORIZATION FOR REFUND OF TAXES

WHEREAS, the Township Tax Collector has certified an overpayment due to the reasons listed below; and

WHEREAS, a refund is due.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the CFO/Treasurer be and the same is authorized and directed to refund the overpayments according to the Tax Collector's certification on file with the CFO/Treasurer.

Block	Lot	Refund To	Reason	Tax
360.02	15	Arthur Mathews	Exempt Veteran 10/01/2025	\$ 286.37
642	6	Walter Hartmann	Exempt Veteran 10/06/2025	\$ 250.00

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025

Karen S. Fournier, Deputy Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-359

Title: A RESOLUTION AUTHORIZING A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT FOR THE PLACEMENT OF SCHOOL RESOURCE OFFICERS (SRO) WITHIN THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, pursuant to the existing Shared Service Agreements which will expire December 31, 2025, the Township of Lower provides two (2) School Resource Officers to the Lower Township Regional School District who are stationed at the Lower Cape May Regional High School and the Richard M. Teitelman Middle School, and the costs associated therewith are equally shared; and

WHEREAS, the Township and the District are seeking to renew the terms and conditions of the Shared Service Agreements and desire to execute a new Shared Service Agreement, which memorializes the specific terms, obligations, and conditions to be performed by the Township and the District, and the specific services to be provided by the School Resource Officers; and

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principals underlying the Act, the Township and the District have negotiated a new Shared Service Agreement, a copy of which is attached hereto, and deem it necessary and proper to memorialize these terms, in order to outline their respective rights and responsibilities for the benefit of both parties.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Mayor, Township Manager, and/or Township Clerk are hereby authorized to execute the attached Shared Service Agreement between the Township of Lower and the Lower Cape May Regional School District for the provision of two (2) School Resource Officers.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025

Karen S. Fournier, Deputy Township Clerk

SHARED SERVICE AGREEMENT

BY AND BETWEEN

THE TOWNSHIP OF LOWER

AND

THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

DATED

AN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE LOWER CAPE MAY
REGIONAL SCHOOL DISTRICT FOR THE PLACEMENT OF SCHOOL RESOURCE OFFICERS
WITHIN THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

**A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND
THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT FOR THE PLACEMENT
OF SCHOOL RESOURCE OFFICERS WITHIN THE LOWER CAPE MAY REGIONAL
SCHOOL DISTRICT**

THIS SHARED SERVICE AGREEMENT is made this _____ day of _____, 2025 by and between the **TOWNSHIP OF LOWER** ("Township"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and the **LOWER CAPE MAY REGIONAL SCHOOL DISTRICT** ("District"), a local municipal board of education whose administrative offices are located at 687 Route 9, Cape May, New Jersey 08204, and who may collectively be denominated as the "Parties" in this Agreement, and each may be called, separately, a "Party."

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units in order to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, pursuant to an existing Shared Service Agreement, which expires December 31, 2025, the Township provides the District with two (2) School Resource Officers (hereinafter "SRO"), police officers employed, managed, and overseen by the Lower Township Police Department (hereinafter the "Police Department"), who are stationed at the Lower Cape May Regional High School and the Richard M. Teitelman Middle School, the cost of which has been shared equally (50/50) by and between the Township and District; and

WHEREAS, the Township and the District are seeking to renew the terms and conditions of the expiring Shared Service Agreement and desire to memorialize in this Shared Service Agreement, the specific terms and conditions of the services to be performed and provided by the School Resource Officers; and

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principles underlying the Act, the Township and the District have negotiated an Agreement and deem it necessary and proper to memorialize these terms, as set forth below, in order to outline their respective rights and responsibilities for the benefit of both parties.

NOW THEREFORE, the Parties hereto, intending to be legally bound, do hereby adopt and endorse the following agreement to outline their rights and responsibilities in connection with the Township providing a school resource officer for the District:

1. PREAMBLE: All of the Statements of the Preamble to this Agreement are repeated and incorporated herein by reference as if set forth in full.

2. TERM OF THE AGREEMENT.

- A. This Agreement shall take effect January 1, 2026, for a term of three (3) years, through December 31, 2028.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.
- C. The District and The Township agree that meetings to initiate a successor Agreement and to modify, amend, or alter the terms of this agreement shall commence no later than ninety (90) days prior to the expiration of this Agreement.
- D. The District and the Township agree that the parties may choose not to enter into a successor Agreement if they determine that doing so would not be in their best interest.
- E. Either the District or the Township may choose to cancel this Agreement with thirty (30) days written notice.

3. GOALS AND OBJECTIVES. It is understood and agreed that the District and the Township share the following goals and objectives with regard to the SRO Program in the schools:

- A. To foster educational programs and activities that will increase students' knowledge of and respect for the law and the function of law enforcement agencies.
- B. To encourage the SRO to attend extra-curricular activities held at schools, while on duty, such as PTA meetings, athletic events and concerts.
- C. To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled dangerous substances, and riots.
- D. To report serious crimes that occur on campus and to cooperate with law enforcement officials in their investigation of crimes that occur at school.
- E. To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus.

4. EMPLOYMENT AND ASSIGNMENT OF SRO.

- A. The Township agrees to assign two (2) full-time SRO during the term of this agreement to the District. The SRO shall be employees of the Township and shall be subject to the administration, supervision and control of the Police Department.
- B. The Township agrees to provide and pay the SRO's salary and employee benefits in accordance with applicable salary schedules and employment practices of the Police Department, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the Police Department.
- C. The District agrees to pay the Township one half (50%) of the cost of each SRO's salary and benefits, subject to the parties conferring on an annual basis to confirm that the figures outlined below remain accurate, in accordance with the following anticipated annual payment schedule:

DISTRICT School Year Obligation Payment Due:

Year 2026

\$ 90,573.32 due on or before June 30, 2026

\$ 90,573.32 due on or before December 31, 2026

Year 2027

\$ 96,226.05 due on or before June 30, 2027

\$ 96,226.05 due on or before December 31, 2027

Year 2028

\$ 100,610.03 due on or before June 30, 2028

\$ 100,610.02 due on or before December 31, 2028

- D. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, assign and discipline the SRO. The District shall have the option of participating and/or providing input during the interview/selection process in order to ensure that the selected SRO is an appropriate fit within the District. The District reserves the right to request an alternate SRO from the Police Department in the event the SRO's job performance is contrary to Police

Department policies and the Code of Conduct applicable to police employees. The decision to grant or deny this request shall be the responsibility of the Chief of Police, after receiving input from the Township's Mayor and/or Manager.

5. BASIC QUALIFICATIONS OF A SCHOOL RESOURCE OFFICER (SRO).

The Police Department represents that the SRO assigned to District shall meet all of the following qualifications:

- A. Shall be commissioned officers and should have three (3) years of law enforcement experience;
- B. Shall possess a sufficient knowledge of the applicable Federal and State laws, Township and County ordinances, and Board of Education policies and regulations;
- C. Shall be capable of conducting in-depth criminal investigations;
- D. Shall possess even temperament and set a good example for students; and
- E. Shall possess communication skills that would enable the officer to function effectively within the school environment.

6. DUTIES OF THE SCHOOL RESOURCE OFFICER. The SRO shall each be expected to work a forty-two (42) hour work week; and shall perform such duties as are assigned to them by the Chief of Police in consultation with the District Superintendent. During the time school is in session from September through June, the SRO shall work full time at District, except in the case of an emergency as directed by the Chief of Police. During vacation periods when school is not in session, the SRO shall report to the Chief of Police. In addition to rules and responsibilities listed in the Police Department Rules and Regulations, the following rules and responsibilities shall apply:

- A. To protect lives and property for the citizens and public school students of the Township;
- B. To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of District Policies and administrative regulations regarding student conduct;
- C. To investigate criminal activity committed on or adjacent to school property;

- D. To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of the student;
- E. To answer questions that students may have about police enforcement of New Jersey Laws and Municipal Ordinances;
- F. To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned; and
- G. To provide periodic traffic control at the school.

7. CHAIN OF COMMAND.

- A. As employees of the Police Department, the SRO shall follow the chain of command set forth in the Police Department Policies and Procedures Manual;
- B. In the performance of their duties, the SRO shall coordinate and communicate with the Superintendent and the Principals or the Principals' designee of each of the District's schools;
- C. The District Superintendent shall periodically report to the Chief of Police as to the work efforts of the SRO.

8. TRAINING/BRIEFING.

- A. The SRO shall be required by the Police Department to complete the 40-hour Basic Course for School Resource Officers and School Administrators, as well as attend periodic seminars, recertification and in-service training sessions, as directed by the Chief of Police. All efforts will be made to coordinate this training to avoid its interfering with the SRO's responsibilities at the school, and District shall be provided with reasonable advance notice of such training so it may anticipate the SRO's absence. The Police Department shall provide a replacement police officer if the SRO will be absent due to training.
- B. The SRO must attend periodic briefings and meetings at the Police Department. All efforts will be made to coordinate this training to avoid its interfering with the SRO's responsibilities at the school, and District shall be provided with reasonable advance notice of such briefings and meetings so it may anticipate the SRO's absence. The Police Department shall provide a replacement police officer if the SRO will be absent due to briefings and meetings.

- C. In the event both assigned SROs are absent due to being sick, on vacation, using personal days, or due to a recognized holiday in their current collective bargaining agreement, the Police Department shall provide at least one (1) replacement police officer in order to ensure that there is always at least one (1) officer within the District during school hours.

9. DRESS CODE. The SRO shall wear the departmental uniform with an option to wear plain and/or tactical clothes in special situations when approved by the Chief of Police.

10. SUPPLIES AND EQUIPMENT. The Police Department will provide all equipment issued to the SRO as agreed to in their collective bargaining agreement between P.B.A. Local #59 and the Township, as set forth in its Policies and Procedures.

11. TRANSPORTING STUDENTS.

- A. It is agreed that an SRO shall not transport students in their vehicles except:
 - 1) When the students are a victim of a crime, under arrest, or some other emergency circumstances exist; and
 - 2) When students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel.
- B. If circumstances require that the SRO transport a student to a location other than the police station or other criminal justice facility, the school official must provide a school official or employee of the same gender of the student to be transported, to accompany the officer in the vehicle.
- C. The SRO shall notify the school principal before removing a student from campus.

12. MISCELLANEOUS.

- A. Representatives:
 - 1) Each Party agrees that, to the fullest extent permitted by applicable law, it shall at all times during the term of this Agreement be organized and structured in a manner such that it can be bound with respect to any matter

affecting this Agreement by the signature of one individual acting as such Party's representative. Upon any Party's request made from time to time by notice to another Party, such Party shall within ten days provide the other Party with notice of the name and address of such Party's representative. Each Party agrees that its representative will be reasonably available as needed to enable such Party to perform its obligations under this Agreement and that, to the extent permitted by Applicable Law such Party's representative will have full power to bind such party as to any matter relating to this Agreement.

2) Nothing in this Section shall be deemed to prevent a Party from replacing such Party's representative from time to time, by written notice to the other Parties.

3) Representatives of the Parties:

a. The Township designates the following individual as its initial representative for purposes of this Agreement:

Chief of Police
Township of Lower Police Department
405 Breakwater Road
Cape May, NJ 08204

b. The District designates the following individual as its initial representative for purposes of this Agreement:

Superintendent
Lower Cape May Regional School District
687 Route 9
Cape May, NJ 08204

13. INSURANCE AND INDEMNIFICATION. The parties represent that each is insured for liability purposes and agree to remain insured for so long as this Agreement remains in effect. The parties agree, to the extent possible under the terms of their respective insurance coverages, to name each other as additional insured on such policies of insurance to protect against liability arising from the provision of services under this Agreement, and to maintain such coverages throughout the duration of this Agreement.

The parties hereby agree to mutually indemnify, defend and hold one another harmless from any and all claims, demands, liabilities, causes of action, complaints, suits (at law or in

equity), damages, penalties, fines, judgments, losses, costs and expenses (including without limitation reasonable attorneys' fees, court costs, consultants' and experts' fees, and the cost of enforcing this agreement) (collectively "claims"), arising out of the sole negligence, criminal acts and/or intentional conduct of either the Township or District or any employees, agents or officers thereof or acting on that Party's behalf, related, directly or indirectly, to the performance by such Party under this Agreement.

The Parties agree to submit a copy of this Shared Services Agreement to their respective insurance carriers prior to the execution of same. The Parties agree that during the term of this Agreement they shall keep in force a policy of general and comprehensive liability insurance that will insure each party against any claims for any actions or omissions charged against either or both parties during the term of this Agreement. Each Party agrees to cooperate with the other in the defense of any claim or claims assessed against either or both parties arising out of the rendering or non-rendering of services contemplated by this Agreement.

14. ASSIGNMENT. The rights and the obligations under this Agreement shall not be assigned by either party without the express written consent of the other.

15. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

16. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

17. SEVERABILITY. If any part of this Agreement shall be determined to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

18. WAIVER. Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power herein be deemed a waiver or relinquishment of the same or any other right or power at any other time.

19. AUTHORIZATION OF OFFICIALS; COUNSEL APPROVAL. The parties acknowledge that this Agreement has been executed and sealed by officials authorized and directed to execute same on behalf of the respective Parties by duly adopted resolutions for such purposes.

[SIGNATURES BEGIN ON THE NEXT PAGE]

**LOWER CAPE MAY REGIONAL
SCHOOL DISTRICT**

Date: _____

By: _____
Lower Cape May Regional Board President

Attest: _____

TOWNSHIP OF LOWER

Date: _____

By: _____
Frank Sippel, Mayor

Attest: _____

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-360

Title: INSERTION OF SPECIAL ITEM OF REVENUE PURSUANT TO N.J.S.A. 40A:4-87, CHAPTER 159

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of any item of appropriation for equal amount,

SECTION 1.

NOW, THEREFORE BE IT RESOLVED that the Township of Lower, County of Cape May, hereby requests the Director of the Division of Local Government Services to approve the increase of \$5,000.00 for an item of revenue in the budget of the year 2025 as follows:

Miscellaneous Revenues –	
Revenue Offset with Appropriations -	Community History Grant
Total with increase to be	\$ 5,000.00

SECTION 2.

BE IT FURTHER RESOLVED that a like sum of \$5,000.00 be and the same is hereby appropriated under the caption of:

General Appropriations –	
Public & Private Programs Offset by Revenues -	Community History Grant
State/Federal Share	\$ 5,000.00
Non State Share	\$
Total with increase to be	\$ 5,000.00

FURTHER RESOLVED that a certified copy of this Resolution with the appropriate documentation shall be electronically filed with the State of New Jersey, Division of Local Government Services.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025

Karen S. Fournier, Deputy Township Clerk

2025 Community History Pilot Project Award Agreement

Lower Township Historic Preservation Commission
2600 Bayshore Road
Lower Township, NJ 08251
CH-2025-05

In accepting this New Jersey Council for the Humanities (NJCH) Community History Pilot Project Award Agreement in the amount of \$5000, **Lower Township Historic Preservation Commission (Recipient)** agrees to the following provisions and procedures, which are binding for all recipients of this award from NJCH. Recipient agrees to:

- a. Execute the proposed project as described in the project proposal. Any significant changes to the project must be approved in advance by the Community History program director.
- b. Spend award funds only on allowable expenses occurring within the award period.

Only the Executive Director of NJCH or a representative of NJCH specifically authorized by the Executive Director is authorized to modify any of the terms of this award on behalf of NJCH. NJCH shall not be liable for any costs incurred by the awardee which do not conform with the terms of the agreement.

1. Award Information

Project Name: Villas 100 Year Celebration
Award Period: 10/1/2025-9/30/2026
Interim Report Due: 4/3/2026
Final Report Due: 10/30/2026

2. Acknowledgement of Support

Recipient must acknowledge NJCH in all printed and electronic materials related to this pilot project, including advertisements and publicity materials, and whenever written or verbal presentations are made in conjunction with this project.

Sample acknowledgement language: [This program, project, event, etc.] is supported by the New Jersey Council for the Humanities with funding from the state of New Jersey and the National Endowment for the Humanities.

Please include NJCH's logo on all print and electronic materials.

NJCH logo: <https://njhumanities.org/resources/>
NEH seal: <https://www.neh.gov/brand-materials>

3. Social Media

NJCH uses Facebook, X (formerly Twitter), and LinkedIn, and we encourage Recipients to connect with us on social media. We will tag or link a Recipient's social media accounts for relevant posts about these awards when possible and ask that you tag or link to NJCH in return. Please use the following hashtags: #njch, #publichumanities.

4. Termination of Award

If NJCH determines that the Recipient has failed to comply with the terms and conditions of the agreement, NJCH may terminate the award for cause. An award may also be terminated by mutual consent of NJCH and the Recipient or at the Recipient's request. If your award is terminated by NJCH:

- a. Recipient will be consulted about the intended termination and provided with 30 days' written notice of termination by NJCH. This termination will not affect any commitments you have made prior to the date of termination. If there is disagreement as to when these commitments were made, the judgement of NJCH will prevail.
- b. Recipient must furnish NJCH with an itemized accounting of funds spent, owed, and left over in your award within 30 days of the termination date.
- c. Recipient must return any money that is left over from your award to NJCH within 60 days of termination of the grant program.

5. Notification of Public Program(s)

Recipient will notify NJCH of any publicly accessible programs at least 30 days in advance of that program.

6. Reporting on Award

Recipients of this NJCH Community History Pilot Project Award are required to submit two reports on the project: an interim Report approximately halfway through the project period and a Final Report within 30 days of the end of the project period. NJCH will provide a form for each required report in its award administration portal: [njhumanities.org/ portal](http://njhumanities.org/portal).

Failure to provide this report in a timely manner will disqualify the Recipient from accessing other NJCH programs and services. If you need additional time to submit a report, please connect with NJCH staff to request an extension.

7. Indemnification

As part of the terms of this contract, Recipient agrees to hold NJCH and its employees and agents harmless. Recipient also agrees to defend and indemnify NJCH and its employees and agents against all claims, actions, liability, damage, loss, and expense, including attorney fees, in any matter arising (or alleged to have arisen) from acts or omission by you, the awardee, your employees, agents, and sub-contractors in connection with the award.

To protect your interest, NJCH strongly recommends that Recipients develop written agreements whenever services or goods are to be provided to you by others.

8. NJCH Contact

Community History is directed by Gigi Naglak, Director of Programs. Any questions about this award or the broader program should be directed to her at gnaglak@njhumanities.org or 609.695.4409.

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-361

**Title: A RESOLUTION ADOPTING A REVISED PERSONNEL POLICY MANUAL FOR
THE TOWNSHIP OF LOWER**

WHEREAS, it is the policy of Township to treat employees and prospective employees in a manner consistent with all applicable employment laws and regulations including, but not limited to Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, the Age Discrimination in Employment Act, the Equal Pay for Equal Work Act, the Fair Labor Standards Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the Conscientious Employee Protection Act, the Public Employee Occupational Safety and Health Act, (the New Jersey Civil Service Act,) (the New Jersey Attorney General's guidelines with respect to Police Department personnel matters,) the New Jersey Workers Compensation Act, the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the Open Public Meeting Act; and

WHEREAS, the Township Council has determined that there is a need to update personnel policies and procedures to ensure that employees and prospective employees are treated in a manner consistent with these laws and regulations, and the Township Insurance Company requires the manual be updated and re-adopted every two (2) years.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Personnel Policies and Procedures Manual attached hereto is hereby adopted and replaces the current Personnel Policy Manual.

BE IT FURTHER RESOLVED that these personnel policies and procedures shall apply to all Township officials, appointees, employees, volunteers and independent contractors. In the event there is a conflict between these rules and any collective bargaining agreement, personnel services contract or Federal or State law, the terms and conditions of that contract or law shall prevail. In all other cases, these policies and procedures shall prevail.

BE IT FURTHER RESOLVED that this manual is intended to provide guidelines covering public service by Township employees and is not a contract. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Township Council.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025

Karen S. Fournier, Deputy Township Clerk

TOWNSHIP OF LOWER PERSONNEL POLICY MANUAL

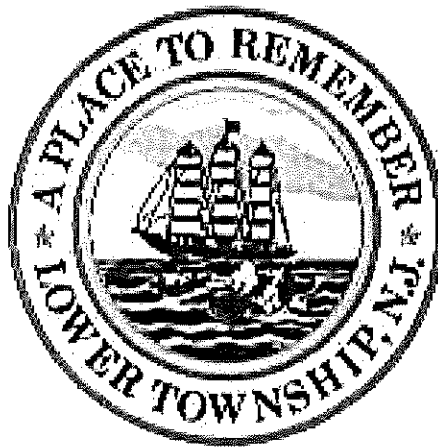


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SECTION ONE: GENERAL PERSONNEL POLICY

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

All employees, officers and Department Heads shall be appointed and promoted by the Township Manager. No person shall be employed or promoted unless there is an existing position created by an ordinance adopted by the Township Council as well as the necessary budget appropriation and salary ordinance.

The Manager and all managerial/supervisory personnel are authorized and responsible for personnel policies and procedures. The Manager shall have access to the Labor Attorney appointed by the Township Council for guidance in personnel matters.

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

The Personnel Policies and Procedures Manual adopted by the Township Council is intended to provide guidelines covering public service by Township employees and is not a contract. This manual contains many, but not necessarily all of the rules, regulations, and conditions of employment for Township personnel. The provisions of this manual may be amended and supplemented from time to time without notice and at the sole discretion of the Township.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Employer is committed to the principle of equal employment opportunity and anti-discrimination pursuant to Title VII of the 1964 Civil Rights Act as amended by the Equal Opportunity Act of 1972 and the New Jersey Law Against Discrimination (LAD) and all other applicable state or federal laws. Under no circumstances will the Employer discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces, gender identity or expression, and/or any other characteristic protected by state or federal law. Accordingly, decisions regarding hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee or prospective employee. If any employee or prospective employee feels they have been treated unfairly, they have the right to address their concern with their supervisor, or if they prefer, their Department Head, Director of Personnel, the Chief Administrative Officer, or any other supervisor with

whom they feel comfortable, using the complaint procedure set forth in the Policy Against Harassment set forth in this Manual.

Any employees with questions or concerns about any type of discrimination or harassment in the workplace are encouraged to bring these issues to the attention of management through the complaint procedure set forth in the Policy Against Harassment set forth in this Manual.

AMERICANS WITH DISABILITIES

The Employer complies with the New Jersey Law Against Discrimination and the Americans with Disabilities Act. The Employer will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. The Employer also will make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that accommodations do not require significant difficulty or expense. The Employer's nondiscrimination policy applies to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination.

Definitions. The Americans with Disabilities Act defines an individual with a disability as any person who:

- (1) has a physical or mental impairment that substantially limits one or more major life activities, such as caring for oneself, walking, seeing, hearing, or speaking;
- (2) has a record of such an impairment; or
- (3) is regarded as having such an impairment.

An individual must satisfy at least one of the three prongs of the above definition to be considered an individual with a disability under the ADA. Temporary conditions, such as a broken leg, are not disabilities, nor are minor impairments, such as vision problems that are correctable with glasses.

The New Jersey Law Against Discrimination defines disability as a physical disability, infirmity, malformation or disfigurement which is caused by bodily injury, birth defect or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment or physical reliance on a service or guide dog, wheelchair, or other remedial appliance or device, or any mental, psychological or developmental disability resulting from anatomical, psychological, physiological or neurological conditions which prevents the normal exercise of any bodily or mental functions or is demonstrable, medically or psychologically, by accepted clinical or laboratory diagnostic techniques. Disability shall also mean AIDS or HIV infection.

A qualified individual is an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position held or sought. An individual who poses a threat to the health and safety of oneself or to others is not qualified. Reasonable accommodation means any change or adjustment to a job or work environment that does not impose an undue hardship on the

Employer, or that permits a qualified applicant or employee with a disability to participate in the job application process, perform the essential functions of the job, or enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities.

Requesting Accommodation. Qualified employees or prospective employees with disabilities may request accommodations to perform the essential functions of their job or gain access to the hiring process. Employees or prospective employees should direct their written request to the Employer. In the written request, the employee or prospective employee should identify themselves as a person with a disability, eligible for protection, and identify the nature of the accommodation or consideration desired.

The Employer may require the employee to provide adequate medical or other appropriate documentation of the disability and the need for the desired accommodation. The Employer will reasonably accommodate the known physical or mental limitation of an otherwise qualified applicant or employee with a disability unless the accommodation would impose an undue hardship on the Employer's business operation.

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

- Identify the essential functions of a job;
- Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and
- Determine whether a reasonable accommodation can be made for a qualified individual.

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

- Making existing facilities accessible and usable;
- Job restructuring;
- Part-time or modified work schedules;
- Acquiring or modifying equipment or devices;
- Appropriate adjustment or modifications of testing materials, training materials, and/or policies;
- Reassignment to a vacant position.

The Employer is also committed to not discriminating against any qualified employee or applicant because he or she is related to or associated with a person with a disability. If any applicant or employee has questions concerning the Employer's equal employment opportunity policy, he or she should contact the Employer.

POLICY AGAINST HARASSMENT

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

Applicability. This policy applies to all people employed by the Employer, as well as volunteers working on behalf of the Employer, and prohibits such conduct by or towards all such employees/volunteers. Independent contractors, vendors and all other parties, engaged in a professional business relationship with the Employer are also expected to abide by the policy. In addition, no employee shall be required to withstand behavior from the public which violates this policy.

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

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

- A. Treating an individual less favorably based on a person's protected group status;
- B. Using derogatory or demeaning slurs to refer to a person's protected group status;
- C. Calling another by an unwanted nickname which refers to one or more protected group statuses, or telling ethnic jokes that harass an employee or create a hostile work environment;
- D. Using derogatory references regarding a protected group status in any job-related communication;
- E. Engaging in threatening, intimidating, or hostile acts, in the workplace, based on a protected group status; or
- F. Displaying or distributing material in the workplace that contains language or derogatory or demeaning images, based on any protected group status.

Any form of harassment or discrimination related to an employee's protected group status violates this policy.

This policy applies to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, compensation, fringe benefits, working conditions and career development.

Violations of this policy will result in appropriate disciplinary action up to and including termination of employment.

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

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

- (1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; or
- (2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, or
- (3) That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment, or creating an intimidating hostile or offensive employment environment.

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

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

- (1) Sexual flirtations, advances, propositions, subtle pressure for sexual activity, flirtatious whistling, discussing sexual activities;
- (2) Verbal abuse of a sexual nature including sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, and foul or obscene language or gestures;
- (3) The display of sexually graphic pictures or pictures of an offensive nature, or objects in the workplace, including sexually suggestive written material such as letters, notes, facsimiles, text messages and e-mails;
- (4) Any unwelcome sexually motivated touching, including, for example, patting, pinching, hugging, cornering, blocking or impeding movement and repeated brushing against another employee's body.

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

Sexual harassment is prohibited whether the harasser is male or female, and whether the harassment is opposite sex or same-sex harassment.

Complaint Procedure. Any employee who feels he or she has been subject to harassment should report the incident directly to the designated Affirmative Action Officer. The designated Affirmative Action Officer will ask the employee to complete a Harassment Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy.

Alternatively, any employee who feels he or she has been subject to harassment should report the incident directly to the Chief Administrative Officer. The Chief Administrative Officer will ask the employee to complete a Harassment Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy. The names and telephone numbers of the designated Affirmative Action Officer and Chief Administrative Officer are contained in the Contact Information attached to this policy.

Any individual uncomfortable reporting an incident to the designated Affirmative Action Officer and/or Chief Administrative Officer should feel free to go to any management representative which he or she feels most comfortable to relay the problem. When any management representative learns of a violation of this policy, the management representative shall assist the victim in reporting the alleged incident(s) of harassment.

All Employer employees should notify the alleged harasser that the behavior in question is thought to be offensive and unwelcome. However, failure to inform the alleged harasser that the behavior is unwelcome does not prevent the victim from filing a complaint pursuant to this policy. The harassment or discrimination does not have to occur on the Employer's property during regular work hours for an employee to file a complaint under this policy.

The Employer strongly encourages employees who witness conduct which they believe violates the Employer's Policy Against Harassment to report the violation pursuant to this complaint procedure. The Employer encourages the prompt reporting of complaints so that rapid response and appropriate action may be taken. Any complaint should be reported within sixty (60) days to be considered current. Nevertheless, due to the sensitive nature of these problems, all complaints will be investigated, regardless of when they are filed.

Investigation Procedure. The Employer shall conduct an investigation into the harassment complaint to determine the merits of the allegations. The designated Affirmative Action Officer and/or Chief Administrative Officer shall designate an objective investigator to determine the validity of any complaint. The objective investigator may include any third party deemed appropriate.

The investigation shall be completed in a reasonable time to resolve the issue and minimize the effects of such investigation on the parties involved. The investigation will, at a minimum, include an interview with the employee bringing the complaint and the accused.

If the Employer determines that the complaint has merit, the accused shall face appropriate disciplinary action based upon the severity of the complaint and any prior history of past charges against the individual. Disciplinary action may include a written warning, suspension, demotion, and/or termination of employment. Any disciplinary action shall be consistent with applicable collective bargaining agreements,

regulations and applicable due process safeguards. Upon completion of the investigation, the entire file shall be maintained in a secure location with the Employer.

In the event that the Employer determines the complaint to be intentionally dishonest, appropriate disciplinary action may be taken against the employee who caused the complaint to be filed.

Privacy. To the extent possible, all persons involved in a harassment complaint will be given the utmost protection of privacy. Specifically, the Employer will strive, both during and after the investigation, to maintain confidentiality to the fullest extent possible, including confidentiality of the identities of all persons involved or alleged to be involved in the incident, revealing only those particulars of the matter to the extent necessary for a thorough investigation. Any employee who unnecessarily compromises the confidentiality of an investigation will be subject to appropriate discipline.

Responsibility of Supervisory Personnel. Supervisors are to monitor the work environment to ensure that all subordinates comply with this Policy Against Harassment. When a supervisor learns of a violation of this policy, the supervisor shall assist the victim in reporting the alleged incident(s) of harassment.

Alternatively, the supervisor shall report the matter to the designated Affirmative Action Officer and/or Chief Administrative Officer for resolution.

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

Any supervisor who receives a harassment complaint from any employee must bring it to the attention of the designated Affirmative Action Officer and/or Chief Administrative Officer for resolution. Supervisors shall closely monitor the work environment for any forms of retaliation once an allegation has been made. This will include but not be limited to verbal remarks, irregular assignments or any other activity that may contribute to a hostile work environment.

Legal Effect. This Policy Against Harassment is to be construed as a unilateral expression of the policy of the Employer concerning harassment in the workplace. It is not intended to create any contractual rights or duties and any such intention or effect is hereby disclaimed. This policy may be amended, supplemented, modified and/or revised at any time. Any employee with questions regarding the Employer's Policy Against Harassment should contact the designated Affirmative Action Officer and/or Chief Administrative Officer.

Training. The Employer recognizes the need to reinforce its policies with effective training. Training is to be provided to all supervisory and non-supervisory employees. Ultimately, the goal of effective training is to build a culture in which all employees feel safe. Training may be conducted in person or through electronic means. To the extent economically and operationally feasible, training should be conducted live whenever possible. Training should empower participants to intervene appropriately when they witness harassment or discrimination. This means not only training participants on the requirements of the policy prohibiting harassment and discrimination, but also training participants on tools for response and lodging complaints. Training should emphasize the negative impact of harassment and discrimination on

employees, workplace productivity, workplace culture, and encouraging those employees who either experience harassment/discrimination or witness it to report it.

Monitor for Compliance. The Employer acknowledges the importance of ensuring that employers' policies and procedures are actually working as intended to prevent sexual harassment and other forms of discrimination from occurring in the workplace. It is the expectation of the Employer that all supervisors shall enforce anti-harassment policies and that setting the proper example is part of their job description and part of the evaluation of their job performance. The Employer will engage in proactive efforts to monitor and ensure compliance with its policies within their workplaces.

HARASSMENT COMPLAINT FORM

***THIS INVESTIGATION IS CONFIDENTIAL AND INFORMATION OBTAINED DURING THE
COURSE OF THIS INVESTIGATION MUST NOT BE DISCLOSED***

Name: _____

Department: _____

Job Title: _____

Supervisor: _____

Union Representative (*if any*): _____

Time Period Covered by Complaint: _____

Individuals Who Allegedly Committed Harassment:

	Name	Department	Job Title
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____
4.	_____	_____	_____
	_____	_____	_____
5.	_____	_____	_____
	_____	_____	_____

Describe the dates and the nature of the harassment allegedly committed by each identified individual:

Identify all employees or others with knowledge of the complained of conduct:

Are there any documents which contain information supporting the occurrences described above?

Is there any physical evidence which supports your complaint? If so, please describe:

Have you missed any work time as a result of the alleged harassment? If "yes," identify the occasions.

Have you incurred any unreimbursed medical expenses as a result of the alleged harassment?

If you previously complained about this or related acts of general harassment to an Employer supervisor or official, please identify the individual to whom you complained, the date of the complaint, and the resolution of your complaint:

Are you afraid that someone may retaliate against you because you filed this complaint? If so, please

identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.

What is your requested remedy in this complaint?

Acknowledgement:

The information provided above is true and correct.

Signature of Complainant: _____ Date: _____

To investigate your complaint, it will be necessary to interview you, the alleged harasser(s), and any witnesses with knowledge of the allegations or defenses. The Employer will notify all persons involved in the investigation that it is confidential and that unauthorized disclosures of information concerning the investigation could result in disciplinary action up to and including termination.

I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence the Employer deems relevant.

Signature of Complainant: _____ Date: _____

WITNESS STATEMENT FORM

***THIS INVESTIGATION IS CONFIDENTIAL AND INFORMATION OBTAINED DURING
THE COURSE OF THIS INVESTIGATION MUST NOT BE DISCLOSED***

Name: _

Department: _

Job Title: _

Union Representative (*if any*): _

Length of Time Known: Complainant _____ Respondent _

Individuals Who Allegedly Committed Harassment:

	Name	Department	Job Title
1.	_		
2.	_		
3.	_		
4.	_		
5.	_		

Identities of other persons with knowledge of facts relevant to this investigation:

Please provide a detailed description of the events you witnessed. Include the date, time, location and individuals present.

Any other information which should be considered in evaluating the validity of the complaint in this case:

Acknowledgment:

I, _____, affirm that the information I have provided is true and correct. I acknowledge that the investigation is confidential and that I am not to disclose information obtained by me during the course of this investigation. I understand that unauthorized disclosures could result in disciplinary action up to and including termination.

Signature of Witness: _____ Date: _____

POLICY PROHIBITING WORKPLACE VIOLENCE

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

Threats or Acts of Violence Defined. "Threats or acts of violence" include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions with the Employer, or to create a hostile, abusive, or intimidating work environment for one or more employees.

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

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

Specific Examples of Prohibited Conduct. Specific examples of conduct which may be considered "threats or acts of violence" prohibited under this policy include, but are not limited to:

- Hitting, fighting, pushing, or shoving an individual or throwing objects;
- Threatening to harm an individual or his/her family, friends, associates, or their property;
- The intentional destruction or threat of destruction of property owned, operated, or controlled by the Employer;
- Making harassing or threatening telephone calls, letters or other forms of written or electronic communications;
- Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the Employer;
- Harassing surveillance, also known as "stalking," the willful, malicious and repeated following of another person and making a credible threat with intent to place the other person in reasonable fear of his or her safety;
- Making a suggestion or otherwise intimating that an act to injure persons or property is "appropriate," without regard to the location where such suggestion or intimation occurs;
- Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on Employer property.

While employees of the Employer may be required as a condition of their work assignment to possess firearms, weapons or other dangerous devices, or permitted to carry them as authorized by law, employees are to use them only in accordance with departmental operating procedures and all applicable State and Federal laws.

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

Warning Signs, Symptoms and Risk Factors. The following are examples of warning signs, symptoms, and risk factors which MAY indicate an employee's potential for workplace violence:

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

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

Procedures for Dealing with Acts of Workplace Violence. When a violent act occurs in the workplace: If a violent act or altercation constitutes an emergency, call 9-1-1 or the local police department. In instances that are not emergency situations, contact your Department Head or the designated human resources official. If possible, separate the parties involved in the violent altercation. If the parties cannot be separated, or if it would be too dangerous for the employee to separate the parties, call 9-1-1 or the local police department, and contact your Department Head or the designated human resources official. The Department Head will contact the designated human resource officer, who will take responsibility for coordinating a response to the incident.

In instances that involve criminal situations, the designated human resources official will contact the appropriate local police department for assessment, and if necessary, a criminal investigation.

Employee Reporting Obligations and Procedure. Each employee and every person on Employer property is encouraged to report incidents or threats or acts of physical violence of which he or she is aware. In cases where the reporting individual is not an employee, the report should be made to the local police department. In cases where the reporting individual is an employee, the report should be made to the employee's Department Head or the designated human resources official. Each Department Head shall promptly refer any such incident to the designated human resources official.

The Employer will promptly and thoroughly investigate all reports of threats of (or actual) violence and/or suspicious individuals or activities. Any individual determined to be responsible for conduct in violation of this policy will be subjected to disciplinary action up to and including termination of employment, arrest and prosecution.

Nothing in the policy alters any other reporting obligation established in the Employer's policies or in state, federal or other applicable law.

Confidentiality and Retaliation. This policy prohibits retaliation against any employee who, in good faith, reports a violation of this policy. Every effort to the extent practicable will be made to protect the safety and identity of anyone who comes forward with concerns about a threat or act of violence. Employees shall refer any questions regarding his or her rights and obligations under the policy to the designated human resources official.

WHISTLEBLOWER POLICY

As a matter of policy, the Employer abides by all federal, state, and local laws, rules, and regulations applicable to it and has all its employees do the same. Every employee is responsible for assisting the Employer to implement this policy.

In the ordinary course, a violation of this policy should be reported to an employee's Department Head in writing, signed by the employee. If that is not practical or if that action is taken but does not prevent or correct the perceived violations, the employee is to deliver a written statement, signed and dated to the designated human resources official. The written statement should detail the specific information the employee possesses so that the Employer may undertake an investigation.

The Employer or any of its employees will not retaliate against any employee who makes a good faith report pursuant to this policy; even if an investigation reveals that no violation occurred. More specifically, neither the Employer nor any of its employees will take any retaliatory action or tolerate any reprisal against an employee who:

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

Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the Employer

or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care;

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

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

Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes: (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care; (2) is fraudulent or criminal; or (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. See N.J.S.A. 34:19-3.

Disclosure to the Employer first, however, is not required where (1) the employee is reasonably certain that the violation is known to one or more officials; (2) where the employee reasonably fears physical harm; or (3) the situation is emergent in nature. The employee must give the Employer a reasonable opportunity to correct the activity, policy or practice. It is the Employer's responsibility to correct or prevent such violations. This is a legal obligation and a practical necessity. A violation can taint the credibility of the Employer and cause the Employer and its employees to be subjected to adverse publicity leading to public distrust.

This policy is important to the Employer. Each employee should seek to resolve any problem within Employer channels before reporting it to any outside person or entity.

SECTION TWO: EMPLOYEE BENEFITS

COMPENSATION

The Employer will pay its employees in accordance with the provisions of applicable collective bargaining agreements, ordinances, and in compliance with the Fair Labor Standards Act ("FLSA") and the New Jersey Wage and Hour Law.

Unless otherwise specified by collective bargaining agreement, the Employer pay period begins Sunday, and ends Saturday. Paychecks are issued on Thursday. Paycheck are issued bi-weekly and there are twenty-six pay periods in a year.

No paychecks may be issued in advance of the normal payday, except if approved by the Department Head and Chief Administrative Officer for special reasons, such as an upcoming vacation or a holiday falling on payday.

Employees must cash their paychecks on personal time, not during official Employer working hours. Compensation for all employees will be in concert with the recognized bargaining agents of the employees, where applicable.

Employees are not entitled to retroactive pay increases if an employee separates employment, voluntarily or involuntarily, from the employ of the Employer prior to the retroactive payment, unless otherwise stated in the applicable collective bargaining agreement.

OVERTIME

The Employer complies with all applicable federal and state laws with regard to payment of overtime work, including the New Jersey Wage and Hour Law and the federal Fair Labor Standards Act.

Under the Fair Labor Standards Act, certain employees in managerial, supervisory, and administrative, computer or professional positions are exempt from the provisions of the Act. There are also employees who may be exempt because their compensation exceeds \$107,432 per year depending upon their job duties. The Chief Administrative Officer shall notify all Exempt employees of their status under the Act. Exempt employees are not eligible to receive overtime compensation and are required to work the normal workweek and any additional hours needed to fulfill their responsibilities. Time off consideration for large amounts of additional hours may be provided with the Chief Administrative Officer's prior approval and at the sole discretion of the Chief Administrative Officer.

Depending on work needs, employees may be required to work overtime. Employees are not permitted to work overtime unless the overtime is budgeted and approved by the Department Head and the Chief Administrative Officer. Employees working overtime without prior approval will be subject to disciplinary action.

Non-exempt employees are paid overtime at the rate of one and one-half times the regular rate of pay for all hours worked over forty (40) in a workweek. Employees may choose overtime compensation in the form of overtime pay or compensating time off. The maximum number of hours that an employee may accrue for future compensating time off is 480 hours. Once this maximum has been accumulated, all additional hours will be compensated by overtime pay. Employees engaged in police and fire protection work may accrue up to 480 hours of compensatory time.

Employees engaged in fire protection or law enforcement may be paid overtime on a “work period” basis. A “work period” may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) or 171 (police) as the number of days in the work period bears to 28.

Accrued and taken overtime compensating hours must be noted on the employee’s time sheet. Previously scheduled vacation time and holiday time are considered time worked for purposes of determining overtime compensation, but sick time and personal time are not.

PAYROLL POLICY

Salary ranges are established by ordinance, and the salary must fall within the minimum and maximum ranges for the employee’s title. Employees are paid every two weeks.

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

MEDICAL BENEFITS

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

Part-time and full-time temporary or seasonal employees are not entitled to medical insurance benefits. Failure to complete all necessary paperwork in accordance with the time frames advised by the Employer will result in a delay of coverage. Additionally, failure to enroll dependents or to make other changes or corrections in coverage may jeopardize available benefits. All employees must notify the Employer of any change in status (i.e., marriage, divorce, birth, adoption, death) within the time frame designed by the health benefit plan that would affect any employer-provided health insurance. The Employer reserves the right to conduct a coverage audit to verify proper coverage for employees and eligible dependents.

Dependent Defined. The Employer defines “dependents” as used in this policy as it is defined under the State Health Benefits Program. Dependents means an employee’s spouse and the employee’s children under the age of twenty-six (26) years who live with the employee in a regular parent-child relationship.

“Children” includes stepchildren, legally adopted children and foster children provided that they are reported for coverage and are wholly dependent upon the employee for support and maintenance. See N.J.S.A. § 52:14-17.26. A spouse or child enlisting or inducted into military service shall not be considered a dependent during the military service.

The term “dependents” does not include spouses of retired persons who are otherwise eligible for benefits under the State Health Benefits Program (N.J.S.A. § 52:14-17.25 et seq.) but who, although they meet the age eligibility requirement of Medicare, are not covered by the complete federal program.

Medical/Hospitalization Coverage. The Employer provides major medical and hospitalization insurance for the employee. The Employer may provide major medical and hospitalization coverage for the employee’s eligible dependents.

Full-time employees working on average thirty (30) hours per week or more and, if applicable, their eligible dependents become eligible to participate in the Employer’s major medical and hospitalization insurance plans in accordance with current health plan documents. [NOTE: Municipalities may have hours’ requirements lower than thirty (30) depending on their specific health insurance plans.]

Payments of such premiums by the Employer will terminate upon the employee’s separation from service. Upon separation, the employee may, if eligible, purchase continuation health benefit coverage to the extent, and for the period, provided by federal law.

Prescription Drug Coverage. The Employer provides prescription drug insurance for the employee. The Employer may provide prescription drug coverage for the employee’s eligible dependents.

Employees will be responsible to pay a co-pay on prescriptions. Full-time employees and their eligible dependents become eligible to participate in the Employer’s prescription insurance plan in accordance with current plan documents.

Payments of such premiums by the Employer will terminate upon the employee’s separation from service. Upon separation, the employee may, if eligible, purchase continuation health benefit coverage to the extent, and for the period, provided by federal law.

Dental Coverage. Full-time employees and, if applicable, their eligible dependents become eligible to participate in the Employer’s dental plan in accordance with current plan documents. All full-time employees, and, if applicable, their eligible dependents, shall be eligible for enrollment in the Employer’s dental plan in accordance with the specific requirements of the insurance plan carried by the Employer.

The Employer provides dental insurance for the employee. Unionized employees receive dental coverage in accordance with applicable collective bargaining agreements. The Employer may provide dental coverage for the employee’s eligible dependents.

Payments of such premiums by the Employer will terminate upon the employee’s separation from service. Upon separation, the employee may, if eligible, purchase continuation health benefit coverage to the extent, and for the period, provided by federal law.

Retiree Health Insurance. The Employer provides post-retirement medical health insurance benefits and prescription benefits, provided the employee qualifies for and has retired through the New Jersey Division of Pensions and Benefits under the Police and Fireman's Retirement System ("PFRS") or the Public Employees Retirement System ("PERS") and meets at least one of the following requirements:

- (a) Retirement on a disability pension; or
- (b) Retirement with twenty-five (25) years or more of service credit in a state or locally-administered retirement system and at least fifteen (15) years of service with the Employer; or
- (c) Retirement at age sixty-two (62) or older with at least fifteen (15) years of service with the Employer; or
- (d) Retirement with twenty-five (25) years or more of service credit in a state or locally-administered retirement system, provided the retiring employee was employed by the Employer as of August 1, 1991.

The Employer reserves its right to change eligibility requirements for retiree health benefits at any time in accordance with legal requirements.]

Continuation Coverage. An employee and his/her family, if covered by the Employer's group health care package, shall have the right to temporarily continue their coverage due under the plan, paying the group rate themselves, should they lose coverage due to the death of the enrolled employee or termination for reasons other than gross misconduct on the employee's part, pursuant to the federal Consolidated Omnibus Budget Reconciliation Act (COBRA). For additional information, contact the designated human resources official.

Health Insurance Addendum - "When an employee's spouse works for another employer with family health benefits, then the employee may waive health insurance coverage under the Township Plan in favor of the coverage under the spouse's plan. In this event, the Township shall compensate the employee at a rate of 25% or \$5,000, whichever is less, of the annual amount saved by the Township, as provided and/or limited by law, because of the employee's decision to opt out. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through his/her spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce". Adopted by Resolution #2016-292 on October 17, 2017

CLASSIFICATION AND PROMOTION

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

Classification

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

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

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

Employment/Promotional Examinations

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

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

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

HIPAA COMPLIANCE

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

WORKERS' COMPENSATION

Employees who suffer job-related injuries and illnesses may be entitled to medical expenses, lost income and other compensation under the New Jersey Workers' Compensation Act. Any occupational injury or illness must be immediately reported to the supervisor or Department Head. All required medical treatment must be performed by a workers' compensation physician appointed by the Employer or workers' compensation carrier. Workers' Compensation is not a leave entitlement but only a wage replacement arrangement.

Payment for unauthorized medical treatment may not be covered. No temporary Workers' Compensation benefits other than the payment of medical bills shall be paid until the employee has been disabled for a period of seven (7) calendar days from the work-related injury, unless otherwise required by law.

While receiving workers' compensation benefits, the pension portion of an employee's benefits will still be paid by the Employer. If, however, an employee is receiving workers' compensation with pay, (which is defined as one hundred (100%) percent compensation of salary) the employee is responsible for all deductions, including pension.

The Employer will not tolerate retaliation or discrimination against an individual because the individual has filed a claim for workers' compensation benefits. This prohibition includes denying or limiting any request for leave because an individual asserted a claim for workers' compensation benefits.

Workers' Compensation Light Duty Policy. The Employer will endeavor to bring employees with temporary work-related injuries or illnesses back on the job as soon as possible. The Employer may recognize a special obligation arising out of the employment relationship and create a temporary light duty position for an employee when s/he has been injured while performing work for the Employer and, as a consequence, is unable to perform his/her regular job duties.

The Employer will not treat an employee with a disability less favorably than an individual without a disability or screen out an individual on the basis of disability in granting such requests for light duty. The Employer will grant such request, at its sole discretion, and on a case-by case basis in consideration of the medical report submitted by the workers' compensation physician, the recommendation of the insuring entity, and staffing needs and requirements. The Employer reserves the right to grant, refuse or terminate a light duty assignment at any time without cause unless it is in conflict with the mandates of the ADA, FMLA, or NJFLA or other state or federal leave laws, where applicable.

The employee and/or the Third Party Administrator (“TPA”) are obligated to inform the Employer of the employee’s medical progress and the Employer shall have the right to review same periodically. Light duty assignments may be in any department and not just the employee’s normal department. Employees on light duty will receive their regular salaries. If light duty is approved, the employee or TPA must keep the Chief Administrative Officer and/or designated human resources official informed of the medical progress. If, at the end of light duty period the employee is not able to return to work without restrictions, the employee should contact the Chief Administrative Officer and/or designated human resources official to discuss his or her options under state or federal law.

This policy does not affect an employee’s rights under the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Contagious or Life Threatening Illnesses Policy, or other Federal or State law.

PAID HOLIDAYS POLICY

Employees are entitled to the following paid holidays:

- New Year’s Day
- Martin Luther King’s Birthday
- Lincoln’s Birthday
- President’s Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

The Employer reserves the right to change or delete the holidays set forth above.

This policy is not intended to conflict with the collective bargaining agreement between the Employer and its unionized employees. If there is a conflict between this Manual and any collective bargaining agreement, the provisions of the collective bargaining agreement will prevail for represented employees.

Weekend Holidays. If a paid holiday falls on a Sunday, it will be observed on the following Monday. If a paid holiday falls on a Saturday, it will be observed on the preceding Friday. Employees who work on weekends will observe the holiday on the actual day.

Eligibility for Holiday Pay. To qualify for holiday pay, employees must be in pay status the scheduled workday immediately preceding and immediately following the holiday. Any employee who is absent without Borough approval on the day before or the day after a holiday shall not

receive holiday pay unless the absence was approved in advance. If a paid holiday occurs while an employee is on approved vacation or sick leave, the employee shall not have that holiday charged as sick or vacation time.

Religious Holidays. Employees who wish to observe religious holidays not designated as a holiday by the Employer may do so without loss of pay by using available personal or vacation days, but only to the extent that the employee has not already used up his or her available personal or vacation days.

SECTION THREE: LEAVES OF ABSENCE

VACATION/PERSONAL LEAVE POLICY

Employees will be entitled to vacation and personal leave according to the terms of collective bargaining agreements. New employees will only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month. After the initial month of employment and up to the end of the first calendar year, employees will receive one working day for each month of service. Thereafter, vacation leave will be credited at the beginning of each calendar year in anticipation of continued employment, based on their years of continuous service.

Permanent part time employees will be entitled to a proportionate amount of paid vacation leave.

Vacation leave not used in a calendar year will be used during the next succeeding year only and will be scheduled to avoid loss of leave.

Vacation leave will not accrue during a leave of absence without pay or suspension. An employee who leaves the Township will be paid for unused earned vacation leave. Vacation leave credits will not accrue after an employee has resigned or retired although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

Employees are liable for vacation leave days taken in excess of their entitlements and will reimburse the Township for days taken in excess of their prorated and accumulated entitlements.

Requests for vacation and personal leave are to be submitted to an employee's immediate supervisor on an approved Request for Leave form.

An employee's supervisor must approve the use of vacation time, in advance. While approval of vacation leave shall not be unreasonably withheld, the use of vacation leave shall be subject to staffing levels as solely determined by the supervisor or Department Head. Employees should submit vacation requests as early as possible to ensure adequate staffing. Absent emergent circumstances, a request to use vacation leave submitted less than three (3) days prior to the day(s) off requested shall be granted only at the discretion of the Department Head.

Employees shall be permitted to carry a maximum of one (1) year's accrued vacation time in addition to the employee's allotted time for the current year. No employee may carry more than one year's worth of vacation time to the next year without written approval of the Employer.

Employees who have an approved vacation/benefit time scheduled who call in sick the day before or day following a vacation, holiday and/or leave, and/or any other authorized day of absence may be required to submit a physician's statement.

SICK LEAVE POLICY

Employees may accrue up to fifteen (15) working days of sick leave per calendar year. New employees shall only receive one working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half working day if they begin on the 9th through the 23rd day of the month.

After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one working day for each month of service. Thereafter, at the beginning of each

calendar year in anticipation of continued employment, employees shall be credited with fifteen (15) sick days. Part-time, temporary and ten (10) month employees shall be entitled to a proportionate amount of paid sick leave.

An employee who exhausts all paid sick days in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year. Paid sick days shall not accrue during a leave of absence without pay or suspension but shall continue to accrue during a voluntary furlough or furlough extension leave.

Sick leave credits shall not accrue after an employee has resigned or retired, although his or her name is being retained on the payroll until exhaustion of vacation or other compensatory leave.

An employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

Carry-Over of Sick Time. Unused sick leave shall accumulate from year-to-year without limit. The accumulation continues indefinitely until the time of the employee's retirement. For all employees hired after January 1, 1986, they shall be entitled, upon regular retirement, to compensation for 100 % of unused sick leave, up to a maximum of one hundred twenty (120) days. For all employees hired on or after June 18, 2003, the maximum terminal leave benefit will be \$15,000.00.

Permissible Use of Sick Time. Sick time is intended for the following uses:

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

Reporting Sick Time. Employees needing to utilize a sick day shall contact the Department Head (or his designee) at least thirty (30) minutes prior to the scheduled start of the work day. Upon request, employees shall be required to produce verification to substantiate the need for and the appropriate use of sick time. Such shall consist of a note from a health care professional attesting to the existence of the employee's or his or her family member's illness or injury and/or the employee's fitness to return to work to their Department Head. Such note shall not include details regarding the employee or his or her family member's actual illness.

Employees who must take five (5) or more consecutive sick days may be eligible for benefits under New Jersey State Disability Benefits or the Workers' Compensation Policy and should contact the Chief Administrative Officer and/or human resources official. Such absence may also qualify for leave pursuant to federal, state or local law. If you have questions as to whether your illness or injury or that of your family member may qualify you for any such leaves, please contact the human resources official.

Advancement of Accrued Paid Time Prohibited. Employees may carry accrued time forward as set forth above, but in no case may an employee borrow time from a future year.

Absences Not Covered by this Policy. This policy addresses absences for vacation/sick/personal leave. It does not cover other absences, such as unexcused absences or absences for family and medical leave, military service leave, military family leave, short- or long-term disability leave, workers' compensation leave, bereavement leave, jury duty leave, victims of crime leave or any other leaves offered by the Employer.

No Accrual of Sick, Vacation or Personal Days During Certain Absences. Employees may not accrue sick, vacation or personal days during unpaid leaves of absence or other periods of inactive service unless required by law.

The below policy is applicable only to those employees who do not receive sick time pursuant to Civil Service laws or regulations, or pursuant to any other law, rule, or regulation of this State, to the extent required by the New Jersey Earned Sick Leave Law.

For every 30 hours worked, an employee shall accrue one hour of sick leave. An employee may accrue or use in any year, or carry forward from one year to the next, no more than 40 hours of earned sick leave.

The Employer permits an employee, pursuant to N.J.S.A. § 34:11D-3(a), to use the earned sick as listed above "Permissible Use of Sick Time".

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

An employee is eligible to use the earned sick leave beginning on the 120th calendar day after the employee starts work. The employee may subsequently use earned sick leave as soon as it is

accrued. Employees will not be paid for any unused sick leave, except as expressly required by federal or State Laws, or an applicable collective negotiations agreement.

An employee who exhausts all paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year.

Employees are required to submit proof of illness after use of 3 consecutive sick days. The Township may require proof of illness or injury when there is a reason to believe that an employee is abusing sick leave or has been absent on sick leave for an aggregate of more than fifteen days in a 12-month period. Abuse of sick leave will be cause for disciplinary action.

Employees Covered under a Collective Bargaining Agreement – The employment details set out in this policy work in conjunction with, and do not replace, amend or supplement any terms or conditions of employment stated in any collective bargaining agreement that a union has with the Employer. Wherever employment details in this policy differ from the terms expressed in a collective bargaining agreement with the Employer, the specific terms of the collective bargaining agreement will control.

EXCHANGE OF TIME

The Township recognizes that some personal matters create a need for time in excess of the benefits granted by collective bargaining agreements. When an employee is off due to illness or other problems that are permissible to charge to sick time and the employee has exhausted their sick time allocation, the time will be charged to the remaining time accrued as vacation, personal or compensatory time. When requested, the Township will consider these problems on a case by case basis.

DONATED LEAVE PROGRAM

It is the policy of the Township to institute a donated leave program to support employees who are suffering from a catastrophic illness or injury or are needed to provide care to an immediate family member who is suffering from a catastrophic health condition or injury that requires a prolonged absence from work. The donated leave program is available to all eligible employees and permits employees to voluntarily donate a portion of their accumulated earned sick, vacation, personal or compensatory time to other employees who have exhausted their own accumulated earned leave time and are suffering from a catastrophic health condition or injury or are needed to provide care to an immediate family member who is suffering from a catastrophic health condition or injury, requiring an employee's prolonged absence from work..

While using donated leave time, the leave recipient will continue to accrue sick, vacation, holiday leave and guaranteed overtime and be entitled to retain such leave upon his or her return to work.

Any unused donated leave will be returned to the leave donor or donors on a prorated basis upon the leave recipient's return to work, except that if the proration of leave days results in less than one day per donor to be returned, that leave time will not be returned.

A leave recipient must receive at least five days in sick, vacation, personal or compensatory time or a combination thereof from one or more leave donors to participate in the donated leave program.

A leave recipient will receive no more than 260 days leave and will not receive any such days on a retroactive basis.

A leave donor may donate only whole days and may not donate more than 30 days to any recipient. A leave donor will have remaining at least 12 days of accrued vacation leave if donating vacation leave. A leave donor must have remaining at least 20 days of accrued sick leave if donating sick leave. A leave donor will not revoke the leave donation.

An employee is prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving donating, receiving or using donated leave time. Such prohibited acts shall include, but not be limited to promising to confer or conferring a benefit such as an appointment or promotion or making a threat to engage in, or engaging in, an act of retaliation against an employee.

Upon retirement, or resignation if applicable, a leave recipient's terminal sick leave payment will be reduced by the number of days used through the donated leave program.

RECIPIENT ELIGIBILITY

Employees will be eligible to receive donated leave if the employee meets all of the following criteria:

- Must be suffering from a catastrophic health condition or injury that is expected to require a prolonged absence from work by the employee or is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury.
 - With respect to an employee, a "Catastrophic Health Condition or Injury" is defined as "a life-threatening condition of combination of other conditions" or "a period of disability required by his or her mental or physical health or the health of the employee's fetus which requires the care of a physician who provides a medical verification of the need of the employee's absence from work for 60 or more work days."
 - With respect to an employee's immediate family member, a "Catastrophic Health Condition or Injury" is defined as "a life-threatening condition of combination of other conditions" or "a period of disability required by his or her mental or physical health which requires the care of a physician who provides a medical verification of the need of the employee's absence from work for 60 or more work days."
- Must produce acceptable medical verification from a physician or other licensed health care provider. The medical verification must indicate the nature, severity, and anticipated duration of the disability resulting from the serious health condition or injury involved.
- Must have completed at least one year of continuous service.
- Must have exhausted all accrued sick, vacation, and administrative leave, all sick leave injury benefits, if any, and all compensatory time off.
- Must have received at least 5 donated days from one or more leave donors to participate in the program.

DONOR ELIGIBILITY

Employees will be eligible to donate leave to another employee if the employee meets the following:

- May donate up to 20 days to any recipient. Only whole days may be donated.
- Must have remaining to his or her credit following any donations at least 12 days of accrued vacation, if donating vacation leave, and/or 20 days of accrued sick leave, if donating sick leave. Donated leave days may not be revoked by the donor.
- Must not have solicited or accepted anything of value for the donation.
- Donation of sick time will not affect the donor's contractual ability to sell back sick time in accordance with provisions of the current Collective Bargaining Agreement.

PROCEDURE

An Employee must submit a written request to participate in the donated leave program through their supervisor, at least 20 days before exhausting their accumulated earned leave. Acceptable medical verification must accompany this request. The employee's supervisor may make a request on behalf of the employee for his or her participation in the program as a leave recipient. The supervisor will forward the request and medical verification to the Township Manager for approval.

When an employee is approved as a leave recipient, the Township, with the employee's consent, will post or circulate the employee's name in a conspicuous manner to encourage the donation of leave time, and will provide notice to all Union Representatives. If the employee is unable to consent to this posting or circulation, the employee's immediate family members may consent on his or her behalf.

An employee must sign a Recipient Affidavit consenting to participate in the donated leave program. Employees wishing to donate leave to another employee must complete a Donor Transfer Form authorizing the transfer of leave. Recipient Affidavits and Donor Transfer Forms are available in each department. Completed Donor Transfer Forms should be forwarded to the Township Manager or his/her designee for processing.

TOWNSHIP OF LOWER DONATED LEAVE PROGRAM RECIPIENT AFFIDAVIT

I have read the procedures regarding the donated leave program and I consent to participation in this program.

If my participation in this program is approved, I hereby authorize and provide my consent to permit the Township to post or circulate my name, in a conspicuous manner, in an effort to encourage the donation of leave time.

I understand that the number of days used through the donated leave program will reduce my terminal sick leave payment at retirement or resignation if applicable.

I hereby request to participate in the donated leave program for the following reason (s):

I have attached a doctor's certification to this affidavit attesting to the nature of my catastrophic health condition or injury. According to my doctor, I expect to be absent from work until:

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

I have not directly or indirectly intimidated, threatened or coerced, or attempted to intimidate, threaten or coerce any employee for the purpose of obtaining a donation of paid leave.

I have not interfered with any right that another employee may have with respect to contributing, receiving or using paid leave under this program.

I understand that I cannot receive temporary disability (TDI) benefits for the same period that I am paid wages from donated leave or while using any of my own leave time.

I also understand that the temporary disability benefits law requires that I use all of the donated leave before benefits can be paid.

Name (Print)

Signature

Social Security Number

Home Telephone

Date

TOWNSHIP OF LOWER DONATED LEAVE PROGRAM DONOR TRANSFER FORM

I hereby direct the Payroll Department to transfer leave credit as indicated below to be used by the recipient.

DONATION SECTION:

Name of Recipient: _____

____ I wish to donate ____ SICK DAYS - This will not reduce my sick leave below 20 accrued days.

____ I wish to donate ____ VACATION DAYS - This will not reduce my vacation leave below 12 accrued days

____ I wish to donate ____ PERSONAL DAYS

____ I wish to donate ____ COMP DAYS

CERTIFICATION SECTION:

I certify that I have not solicited or accepted anything of value for the donation of paid leave time.

Signature

FOR USE BY TOWNSHIP

Date

☐ Your request to transfer the above leave is approved.

This is to advise you that your request to transfer the above leave is not approved the following reason (s):

☐ Employee has already received the maximum number of 180 donated days.

☐ Your vacation leave balance is below the required 12 days.

FAMILY AND MEDICAL LEAVE

In accordance with the federal Family and Medical Leave Act ("FMLA"), the Employer provides eligible employees with up to twelve (12) weeks of unpaid medical and family leave during any twelve (12) month period and up to twenty-six (26) workweeks to care for a Covered Service member. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position. The following outlines employees' rights and obligations under the FMLA and the Employer's policies implementing the FMLA.

Leave Available. Eligible employees may take up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for any one or more of the following reasons:

- The birth, adoption or placement for foster care of the son or daughter of an employee, and to care for such child;
- A serious health condition of a spouse, son, daughter or parent of an employee if the employee is needed to care for such family member; or
- A serious health condition of an employee that makes an employee unable to work. Generally, the incapacity must result in the employee's inability to work for more than three (3) consecutive days (although there are certain exceptions to this rule);
- Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a member of the Regular Armed forces, National Guard or Reserves on active duty status during the deployment to a foreign country, and or has been notified of an impending call to active duty status as such in support of a contingency operation.

In addition, eligible employees who are spouse, son, daughter, parent or next of kin of a Covered Service member shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the Covered Service member. During this single twelve (12) month period, an eligible employee who qualifies for leave to provide care for the Covered Service member shall be entitled to no more than a combined total of twenty-six (26) workweeks of leave.

Definitions.

"Covered Service member" means a member of the Armed Forces, including a member of the National Guard or Reserves, or a recent veteran who has been discharged, other than dishonorably, within the five years preceding the family member's initial request for leave, who has a serious injury or illness who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

"Eligible Employee" means an individual who has been employed by the Employer for at least twelve (12) months, has worked at least 1,250 hours during the preceding twelve (12) month period, and is employed at a worksite with at least fifty (50) employees within seventy-five (75) miles of that worksite.

"Next of kin" means the nearest blood relative of the individual.

“Qualifying Exigency” covers a number of broad categories of reasons and activities, including short-notice deployment to a foreign country, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities agreed to by the employer and the employee.

“Serious Health Condition” means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. It generally includes a period of incapacity due to pregnancy, prenatal care, a chronic health condition, a permanent or long-term health condition, or restorative or preventive treatment.

“Serious Injury or Illness” means an injury or illness incurred by a Covered Servicemember in the line of duty or on active duty in the Armed Forces, National Guard or Reserves, incurred in the line of duty on active duty or whose pre-existing condition has been aggravated by his/her active duty service, that may render the servicemember medically unfit to perform the duties of the member’s office, grade, rank or rating.

Eligibility. Any employee who has been employed by the Employer for twelve (12) months or more and worked 1,250 hours or more in the twelve (12) month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period.

The twelve (12) month period shall be determined by using a rolling twelve (12) month period that commences with the first day of leave taken.

Leave to care for a child after birth, adoption, or foster care must conclude within twelve (12) months of the child’s birth or placement. If both spouses work for the Employer, they may only take a total of twelve (12) weeks between them during the twelve (12) month period in order to care for a child after birth, adoption, or foster care or to care for a parent with a serious health condition and a combined twenty-six (26) weeks in a single twelve (12) month period for military caregiver leave or a combination of military caregiver leave and other FMLA qualifying reasons. Each spouse may be entitled to additional leave for other qualifying reasons under the FMLA, such as the employee’s own illness or for the serious illness of the employee’s child.

Notice. When the leave is foreseeable, at least thirty (30) days’ advance notice to the Employer, in writing, is required. If thirty (30) days’ notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the availability of the leave.

Certification. Where leave is taken to care for a family member with a serious health condition or because of the employee’s own serious health condition, medical certification is required and periodic recertification may be required. In addition, where the leave is taken because of the employee’s own serious health condition, a certification of fitness to return to work will be required.

The Employer, at its expense, may require an examination by a second healthcare provider designated by the Employer. If the second healthcare provider’s opinion conflicts with the original medical certification, the Employer, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

For military exigency leave, an employee may be required to provide certification that the covered military member is a member of the regular Armed Forces, National Guard or Reserves who is on active duty or called to active duty in support of a contingency operation, as well as certification from the employee about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member. For military caregiver leave, the employee may be required to provide information from the health care provider and employee and/or Covered Service member to support such leave.

Absent unusual circumstances, medical certifications must be provided within fifteen (15) days. The Employer will also require periodic status reports from employees concerning their intended return date.

Failure to provide requested documentation may result in denial of leave. The Employer may attempt to clarify or authenticate the certification or may require additional certifications to support the need for leave. When leave is taken to care for a family member, the Employer may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document) and proof of the need to care for the family member.

Utilization of Paid Leave. Generally, FMLA leave is unpaid. However, depending upon the circumstances, employees may be entitled to receive short-term disability, workers' compensation benefits, paid family leave benefits, or other state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. An employee who is eligible for these benefits may also choose to use accumulated paid leave during their approved unpaid leave. Employees may not receive more than 100% of salary at any time.

Coordination with other Leave Policies. The period of time attributable to the employee's absence due to any workers' compensation, disability, or sick leave, will be counted against available leave under this policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to state laws, this leave will also run concurrently with FMLA leave to the extent permitted by law.

Intermittent Leave. When medically necessary, leave taken because of a serious health condition of an employee or family member or to care for a Covered Service member may be taken on an intermittent or reduced work schedule basis. The employee and employer shall attempt to work out a schedule for such leave that meets the employee's needs without unduly disrupting the employer's operations, subject to the approval of the employee's health care provider. The Employer may require an employee taking intermittent or reduced work schedule leave to transfer temporarily to an alternative position with equivalent pay and benefits that is better suited to the leave schedule.

Employment and Benefits Protection. During the leave, health benefits will continue for up to twelve (12) weeks in each rolling twelve (12) month period under the same conditions as if the employee continued to work. Employees must, however, pay the same amount for any benefits continued as they do prior to the leave. Other benefits, if any, will continue during the leave under the same conditions as if the employee continued to work.

If paid leave is substituted for unpaid FMLA leave, the Employer will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's FMLA leave is unpaid, the employee must pay his/her portion of the premium in accordance with a payment method that is devised and mutually agreed upon between the employee and the Employer.

Employees should consult with their Department Head and human resources official prior to taking an approved leave. If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums. With regard to the employee's contribution portion of his/her health benefits pursuant to Chapter 78, P.L. 2011 and any voluntary supplemental benefits that the employee may have, the employee is solely responsible for making payment arrangements with the Employer or for any voluntary benefits, to the respective insurance company. Your healthcare coverage may cease if your premium payment is more than thirty (30) days late. With regard to any pension contribution that you may have, you must contact the human resources official to make payment arrangements concerning contributions or credits paid toward your pension benefits. If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums.

Before returning to work following a medical leave (except for intermittent or reduced schedule leave) due to the employee's own serious health condition, the employee will be required to present a fitness for duty certification from his/her health care provider that he/she is medically able to resume work. If the date on which the employee is scheduled to return to work from FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to the Employer within two (2) business days of the change.

Subject to some exceptions, most employees will be returned to the position they left or to a position equivalent in pay, benefits and other terms of employment. Individuals identified as "key employees" (the highest paid 10% of salaried employees at the work site or within a seventy-five (75) mile radius of that work site) at the beginning of their leave may not be returned to their former or equivalent position if restoration will cause substantial economic injury to the Employer. Employees will be informed of their key employee status at the beginning of the leave period.

A failure to return from FMLA leave for reasons other than the employee's own serious health condition may result in termination of employment. In the event that an employee cannot return to work at the end of FMLA leave due to a continuation of his/her own serious health condition, they must contact the Employer before the expiration of the leave to discuss their options under state and federal law. State leave laws may provide additional leave similar to that provided under the FMLA. The Employer will comply with these state law provisions to the extent they provide for more generous benefits. State leave law benefits will run concurrently with FMLA benefits to the extent permitted by law.

Family Temporary Disability. During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to twelve (12) weeks of Family Leave Insurance ("FLI") payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

NEW JERSEY FAMILY LEAVE

The Employer provides eligible employees with up to twelve (12) weeks of unpaid, job-protected leave for specified family reasons under the New Jersey Family Leave Act (NJFLA).

Eligible Employees. To be eligible for NJFLA leave, an employee must have worked at least twelve (12) months for the Employer and have worked at least 1,000 hours for the Employer over the previous twelve (12) months.

Qualifying Reasons for Leave. An employee may take NJFLA leave to care for:

- A newly born or adopted child or a child placed into foster care with the employee, but the leave must start within twelve (12) months of the birth of the child or the placement of the child.
- A family member (sibling, grandparent, grandchild, child, spouse, domestic partner, civil union partner, parent-in-law, or parent of a covered individual, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent of a family relationship) with a serious health condition.

Leave taken for reasons above must be consecutive and must begin by the end of the twelve (12) month period after the birth or placement for adoption or foster care.

Leave Benefits. An employee may take up to a maximum of twelve (12) weeks of NJFLA leave in a twenty-four (24) month period, which is measured as a rolling twenty-four (24) month period that commences with the first day of NJFLA leave taken.

You may take NJFLA leave to care for a seriously ill family member:

- As a single block of time.
- By reducing your normal weekly, [but not daily,] work schedule for no more than twenty-four (24) consecutive weeks in a twenty-four (24) month period.
- Intermittently in increments lasting at least one week, but less than twelve (12) weeks in a consecutive twelve (12) month period, when medically necessary.

Employees permitted to take intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Employer's operations. The total time within which an intermittent leave is taken may not exceed a twelve (12) month period, if such leave is taken in connection with a single serious health condition.

Intermittent leaves taken in connection with more than one serious health condition episode must be taken within a consecutive twenty-four (24) month period, or until such time as the employee's twelve (12) week family leave entitlement is exhausted, whichever is shorter. An employee taking a family leave on a reduced leave schedule shall not be entitled to such leave for more than a consecutive twenty-four (24) week period. An eligible employee shall be entitled to only one leave on a reduced leave schedule during any consecutive twenty-four (24) month period. Any remaining family leave to which the employee is

entitled subsequent to the expiration of a leave taken on a reduced leave schedule may be taken on a consecutive or intermittent basis.

Depending on the purpose of the employee's leave, the employee may choose to use accrued paid leave, concurrently with some or all of his/her NJFLA leave. The employee will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of NJFLA leave. The Employer will notify employees of their options to continue to participate in our group health plans during NJFLA leave.

Required Notice and Certifications. When requesting NJFLA leave, an employee must provide the Employer thirty (30) days' advance written notice. If advance written notice is not possible because of an emergency, the employee must provide the Employer with reasonable oral notice and then follow up with written notice.

The employee also must give the Employer a medical certification supporting the need for leave. The Employer reserves the right to require second or third medical opinions and periodic re-certifications. The employee must also provide periodic reports during his/her leave regarding the employee's status and intent to return to work as deemed appropriate by the Employer. If an employee fails to provide the required documentation, the Employer may delay the start of the employee's NJFLA leave, withdraw any designation of NJFLA leave or deny the leave, in which case the employee's absences will be treated in accordance with the Employer's standard leave of absence and attendance policies and the employee may be subject to discipline up to and including termination of employment.

If an employee provides false or misleading information or omits material information about an NJFLA leave, the employee will be subject to discipline up to and including immediate termination of employment.

Benefits Protection. During a family leave of absence, the employee's health benefits will be maintained under the same conditions as if the employee continued to work. If the employee decides to return to work when his/her family leave of absence ends, the employee may be reinstated to the same or equivalent job with the same pay, benefits, and terms and conditions of employment. If the employee decides not to return to work when the family leave of absence ends, the employee may be required to reimburse the Employer for the health insurance premiums paid on his/her behalf during the leave of absence (except if the failure to return to work was caused by the continuation, recurrence, or onset of serious health condition which would entitle the employee to a leave of absence under the law or other circumstances beyond the employee's control).

With regard to any pension contributions, the employee must contact the human resources official to make payment arrangements concerning contributions or credits paid toward his/her pension benefits. Employees should consult with the Employer prior to taking an approved leave.

Returning to Work after NJFLA Leave. On returning to work after NJFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. Any employee who fails to return to work as scheduled after NJFLA leave or exceeds the twelve (12) week NJFLA entitlement will be subject to the Employer's standard leave of absence and attendance policies. This may result in termination if the employee's continued absence is unauthorized (for example, if the employee has no other Employer-provided leave available to him/her).

Retaliation Prohibited. The Employer and the NJFLA prohibit the interference with, restraint of or denial of any right provided under the NJFLA and/or discharge or discrimination against any person for opposing any practice made unlawful by the NJFLA or for involvement in any proceeding under or relating to the NJFLA. The Employer encourages employees to bring any concerns or complaints about retaliation or compliance with the NJFLA to the attention of the human resources official.

New Jersey Family Leave Insurance. During a period of unpaid leave to care for a family member with a serious health condition or a newborn or adopted child or child placed into foster care with the employee, the employee may be eligible for up to six (6) weeks (twelve (12) weeks, effective July 2020) of Family Leave Insurance (“FLI”) payments through the State in a twelve (12) month period. FLI is a monetary benefit paid by the State and not a separate leave entitlement, and will thus run concurrently with FMLA and/or NJFLA leaves.

An employee’s job is not protected while receiving FLI benefits – unless the employee is eligible for leave under the FMLA, NJFLA, or is otherwise designated for an approved family leave of absence.

Employees must provide the Employer with advance notice of need for leave, as follows:

- At least thirty (30) days before leave to bond with a newborn or newly adopted child, unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.
- In a reasonable and practicable manner for leave to care for a seriously ill family member on a continuous, non-intermittent basis, unless an emergency or other unforeseen circumstance precludes advance notice.
- At least fifteen (15) days before leave to care for a seriously ill family member or leave to bond with a newborn or newly adopted child on an intermittent basis unless an emergency or other unforeseen circumstance precludes advance notice.

APPLICATION FOR FAMILY AND/OR MEDICAL LEAVE (FMLA) AND/OR NEW JERSEY FAMILY
LEAVE (NJFLA)

Name: _____ Date of Request: _____

Mailing Address: _____

Department: _____ Hire Date: _____

Title: _____

Start Date of Anticipated Leave: _____

Expected Date of Return to Work: _____

Reason for Leave:

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

☐ I request family leave to care for my family member with a serious health condition. I request family leave to care for:

☐ Spouse ☐ Child ☐ Parent

NJFLA Only: ☐ Parent-in-Law ☐ Civil Union/Domestic Partner

Name: _____ Address: _____

☐ I request medical leave to care for my own serious medical condition.
Describe serious health condition: _____

☐ I request military family leave because of a qualifying exigency arising out of the fact that my
☐ Spouse ☐ Child ☐ Parent
is on active duty or called to active duty status in support of a contingency operation as a member of the National Guard or reserves.

☐ I request military family leave because I am the

☐ Spouse ☐ Child ☐ Parent ☐ Next of Kin of a
covered service member with a serious injury or illness.

Application for FMLA and/or NJFLA (cont'd)

I understand that if my family or medical leave (total of paid and unpaid time) does not exceed twelve (12) weeks (twenty-six (26) weeks for military caregiver leave), I will be returned to my same or equivalent position.

I understand that if my family or medical leave exceeds twelve (12) weeks (twenty-six (26) weeks for military caregiver leave), the Employer may terminate my employment in accordance with the applicable law.

If my request for leave is approved, it is my understanding that unless the Employer has authorized an extension of my leave in writing, I must report to duty on the first workday following the date my leave is scheduled to end.

I understand that failure to return to work within five (5) consecutive working days following the expiration of the leave will constitute unequivocal notice of my intent not to return to work and the Employer may terminate my employment.

Signature of Employee: _____ Date: _____

Received By: _____
Employer Representative

Complete and Return To:

Township Manager's Office

RETURN TO WORK MEDICAL CERTIFICATION

Employee Name: _____ Position: _____

Date leave commenced: _____ Date employee can return to work: _____

To Be Completed by Health Care Provider:

_____ I have completely examined this employee. In my medical opinion, his/her functional capacity is limited such that there is no possible way to modify his/her work environment to accommodate his/her physical and/or mental limitations according to the attached job description that was reviewed by me.

_____ This employee's condition prevents him/her from safely performing the essential functions of his/her position and will be unable to return to work.

- or -

_____ This employee is unable to return to work at this time and should be out of work until (please provide date): _____

_____ I have completely examined this employee and in my medical opinion, his/her functional capacity is limited. This employee can continue to work safely if the job, according to the attached job description that was reviewed by me, is modified to match the modifications stated below:

_____ Modified duty status should continue until _____
Date

_____ I have completely examined this employee. In my medical opinion I believe this employee can resume/perform all functions of his/her position without restrictions according to the attached job description that was reviewed by me.

Signature of Health Care Provider: _____ Date: _____

Name of Health Care Provider: _____ Telephone: _____

Address: _____

Type of Practice: _____

Area of Specialization: _____

MILITARY SERVICE LEAVE POLICY

The Employer provides military leave in accordance with applicable State and Federal law. In all cases involving military leave, the employee must, as soon as possible, provide his or her Department Head with a certificate verifying the call to military duty prior to beginning the military leave.

Organized Militia. Any permanent or full-time temporary officer or employee, who is a member of the organized reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve, or other affiliated organization, including the National Guard of other states, shall be entitled to a leave of absence without loss of pay or time on all work days on which he or she is engaged in any period of Federal active duty, up to thirty (30) work days in any calendar year. A military leave of absence is in addition to the employees' regular vacation or other accrued leave.

Any leave of absence for such duty in excess of thirty (30) work days will be without pay but without loss of time. A full-time temporary officer or employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time.

New Jersey Organized Militia. New Jersey's organized militia consists of the National Guard (Army and Air), the Naval Militia, and the State Guard. Any permanent or full-time officer or employee who is a member of the New Jersey organized militia shall be entitled, in addition to pay received, if any, as a member of the organized militia, to a leave of absence without loss of pay or time on all days during which he or she shall be engaged in State or Federal active duty, up to ninety (90) work days in any calendar year.

Any leave of absence for such duty in excess of ninety (90) work days will be without pay but without loss of time. A full-time temporary officer or employee who has served under such temporary appointment for less than one year will receive military leave without pay but without loss of time.

Reinstatement. To be reinstated by the Employer without loss of privileges or seniority, the employee must report for duty with the Employer within the time required by law following release from active duty under honorable circumstances.

In accordance with legal requirement, employees who take military leave are required to:

- Provide the Employer with proper notice of the leave;
- Apply for reinstatement within the time required by law;
- Have a creditable military record including completion of all required training and fulltime service and be discharged under honorable conditions.

Military leave with pay will be granted to an employee in accordance with N.J.A.C. 4A:6-1.11, N.J.S.A. 38:23-1, N.J.S.A. 38a:4-4 and the Uniformed Services Employment and Reemployment Rights Act ("USERRA").

On return from a military leave of absence, the employee will be reinstated as required by law. See The Uniformed Services Employment and Reemployment Act ("USERRA"). Failure to comply with the requirement enumerated above or as required by law will jeopardize an employee's reemployment rights.

JURY DUTY LEAVE

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

- The employee submits a written request with a copy of the summons to his or her Department Head within three (3) business days after receipt of the summons;
- The employee inquires about the anticipated length of service and informs his or her Department Head of the expected duration in advance of accepting service;
- The employee notifies his or her Department Head as soon as possible if the length of jury duty has been extended beyond the original return date;
- The employee communicates with their Department Head to determine when they will report to work at such time as his or her presence as a juror is not required;
- The employee provides his or her Department Head with an appropriate certification or order from the assignment judge, clerk of the court or such other officer as shall be appropriate setting forth the period of such jury duty service to be attached to the weekly time sheet; and
- The employee reimburses the Employer for any payments or fees received as a result of such jury service less any meal or travel expenses.

The Employer will reassign shift workers to the day shift during jury duty leave.

Witness Duty Leave of Absence. The Employer is aware that employees may be subpoenaed to appear as witnesses in trials before the court. The Employer will provide employees with a paid leave of absence for matters stemming from their employment. For personal matters, employees will use available personal days or vacation days.

SECTION FOUR: PERSONNEL RULES AND REGULATIONS

APPEARANCE

It is the policy of the Township that an employee's dress, grooming and personal hygiene shall be appropriate to the work situation. Radical departures from conventional dress, grooming and personal hygiene are not permitted.

Office Appearance - Office workers must comply with the following personal appearance standards:

Employees are expected to dress in a manner that is normally acceptable in an informal business environment. Employee appearance shall be neat and professional.

Employees shall not wear suggestive attire, jeans, shorts, athletic clothing, novelty T-shirts and similar items of casual attire.

Professional skirts and "skorts" are permitted and shall be knee length (no cutoffs). Hair shall be clean, combed and neatly trimmed or arranged. Sideburns, moustaches and beards shall be neatly trimmed.

Khaki pants and golf shirts are acceptable. Periodically, and on a voluntary basis, orders are taken for golf shirts embroidered with "Township of Lower." These come in various colors and are paid for by the employee.

At its discretion, the Township may allow "casual day" when jeans and knee-length walking shorts are permitted. Currently, "casual day" is Friday unless the Township offices are closed for a holiday, then it is Thursday. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, or similarly inappropriate clothing.

Field Appearance - Certain non-uniformed employees may be required to perform field work (such as inspections, housekeeping, archiving, etc . . .) and shall follow basic requirements of safety and comfort, but shall still be as neat and professional as working conditions permit.

Uniform Appearance - Certain employees are required by contract to wear uniforms and are expected to dress appropriately for the job, according to the standards established by their contracts and policies initiated within their departments. Altering a required uniform is not permitted. Standards shall be governed by requirements of safety, comfort and any designated uniform.

All the appearance requirements noted in this policy are minimum requirements. Department heads may establish more formal restrictions at their discretion if safety or professional situations require it.

If an employee reports for work improperly dressed or groomed, the supervisor shall instruct the employee to return home to change clothes or take other appropriate corrective action. The employee will not be compensated during such time away from work and repeated violation of this policy will be cause for disciplinary action.

ABSENTEEISM AND TARDINESS

Regular attendance at work, reporting on time, and completing the required hours of work are necessary for each employee so that the Employer may meet its commitments to its residents. Employee absences place an additional burden on the remaining work force and seriously affect the Employer's ability to service its residents. Management recognizes that circumstances beyond the employee's control may cause him or her

to be absent from work for all or part of a day. The Employer, however, will not tolerate unexcused absence or tardiness.

All employees are expected to come to work regularly and on time and to promptly notify their immediate supervisor or other management designee by personal telephone conversation when they are unable to do so. Unless prevented by specific circumstances, the employee must provide notification at least one (1) hour prior to the beginning of work for his or her position. In twenty-four (24) hour shift operations, notice must be given a minimum of one (1) hour before the employee's starting time, unless extenuating circumstances prevent such notification.

Attendance and punctuality will be considered, among other factors, in the employee's performance review. If an employee needs to leave work early, the employee must receive permission from his or her supervisor to leave prior to the regularly scheduled departure time. An employee who is absent from duty for five (5) or more consecutive working days without approval or notification or fails to return to work for five (5) or more consecutive working days following an approved leave of absence shall be deemed to have voluntarily resigned from their employment.

To minimize the negative impact on both employees and residents, the Employer will regularly review employee time records to identify chronic absenteeism and/or tardiness problems. Employees who exhibit attendance and/or tardiness problems will be subject to established progressive disciplinary procedures.

ALCOHOL AND DRUG-FREE WORKPLACE

All applicants for positions that require a CDL license and all employees whose job requires them to possess a CDL license shall be excluded from this Alcohol and Drug-Free Workplace policy. Instead, these employees are governed by Federal and State regulations, as well as the attached CDL Drug and Alcohol Testing Policy (Appendix A) Employees hired with the understanding that they must obtain a CDL license will be covered under this Alcohol and Drug-Free Workplace Policy until they obtain their CDL license.

YOUR ROLE AND RESPONSIBILITIES

DRUG-FREE WORKPLACE

The Township of Lower is committed to maintaining a safe, pleasant, and productive working environment. You have the right to come to work without fear of interacting with someone under the influence of drugs or alcohol. This is considered a Health & Safety Policy of the Township of Lower. This Policy highlights the Township of Lower's New Jersey Drug-Free Workplace Policy. The Township of Lower's Designated Employer Representative (DER) is the Superintendent of Public Works. The Alternative DER is the General Supervisor of Public Works.

The Township of Lower recognizes the prime importance to the Township of Lower of protecting the safety, health and welfare of its employees and others with whom we interface such as citizens, contractors and members of the public. The objective of this policy is to maintain a working environment free from the adverse effects of substance abuse. While the Township of Lower has no intention of intruding into the private lives of its employees, the Township of Lower does expect employees to report to work unimpaired able to perform the duties of their job safely and effectively. In addition to absenteeism and accidents,

substance abuse can adversely affect performance, productivity and workplace morale. Co-workers may feel that they have to cover up, or work harder because of someone's substance abuse. Ultimately an employee with an alcohol or drugs problem may lose their job and/or suffer devastating effects on their health. The Township of Lower has a duty to safeguard its employees and the public from the risk of harm from employees who work under the influence of alcohol and drugs. Similarly, employees who are working under the influence, and employees who know that a fellow employee is working under the influence, owe such a duty. The failure to honour that duty by taking the right steps to prevent this risk can result in legal liability. All employees and contractors are responsible and accountable for ensuring that they, and their employees, are not under the influence of alcohol or drugs when carrying out work for the Township of Lower. Managers and supervisors are responsible for taking appropriate action where they identify individuals who are at work while under the influence of alcohol or drugs. They should also take appropriate action to protect the health and safety of individuals who may be affected.

To the extent this Policy supplements, and does not conflict with current collective bargaining agreements, it is applicable. However, to the extent this policy may conflict with a current collective bargaining agreement (CBA), the CBA shall prevail.

All testing information is considered confidential information by the Township of Lower and will be maintained in a separate file along with the employee's medical records, separate from other personnel files. An employee has the right to inspect and obtain a copy of his or her drug test results. Drug testing information will only be released to those employees of the Township of Lower with a job related need to know, the DER and Alternate DER, to defend against any administrative action brought by the employee against the Township of Lower, in grievance or arbitration proceeding under the terms of a collective bargaining agreement, in a court of law under subpoena, as released by the employee in writing, the MRO, Township of Lower insurers, rehabilitation programs and as otherwise required by law. Our Drug-Free Workplace Policy does not tolerate the abuse of drugs or alcohol in the workplace. Understand that this Policy prohibits illegal drug use on or off the job. We encourage any employee suffering from a substance abuse problem to seek help. If you need help, we can direct you to our Employee Assistance Program (EAP) Substance Abuse Professional (SAP) for a confidential evaluation and referral for substance abuse treatment if necessary. Notice of the Township of Lower's New Jersey Drug-Free Workplace testing will be provided on vacancy announcement and is posted in conspicuous locations on Township of Lower premises.

Our program can help improve your health and help you avoid trouble with the law. Even if you do not use drugs or alcohol, this program will make your workplace safer and more productive, the Township of Lower safer, and will help your friends and co-workers get the help they need. Compliance with this policy is a condition of your hire or continued employment, except to the extent this policy may conflict with a current collective bargaining agreement (CBA), which CBA shall prevail. The Township of Lower has developed its drug-free workplace policy in compliance with New Jersey Laws, *and the Fourth Amendment to the United States Constitution as it covers employees of governmental entities*. Applicant testing may begin immediately and sixty (60) days after the effective date of January 1, 2022, all employees are subject to testing as outlined below. The existing drug and alcohol testing program will remain in place until the effective date of this program.

WHO DO WE TEST?

All employees performing safety-sensitive functions, and all final applicants for positions where safety-sensitive functions are performed, and all other employees where reasonable suspicion exists. All DOT

regulated employees are also subject to testing under this policy. Using the criteria below, the following positions have been classified by the Township of Lower as safety-sensitive:

Laborer (temporary and full time)

Equipment Operator

Diesel Mechanic

Mechanic

Mechanic's Helper

Groundskeeper

Motor Broom Operator

Police Officer (all ranks)

Elected officials who are not otherwise classified as employees are not subject to testing under this Policy.

SAFETY-SENSITIVE CLASSIFICATIONS

Safety-sensitive employees are those employees who discharge duties fraught with risks of injury to others that even a momentary lapse of concentration can have disastrous consequences. Factors which have been considered in determining whether a position is safety sensitive include handling of potentially dangerous machinery, sharp objects, working at heights, positions requiring a high level of cognitive function, mostly unsupervised responsibility for children, and handling of hazardous substances in an environment where others could be injured. Positions which have been found to be safety-sensitive include firefighters, emergency medical technicians, law enforcement officials who carry firearms, fire and police dispatchers, 911 operators, heavy machinery operators, forklift operators, bus drivers, some (but not all) transportation workers, pipeline operators, gas meter repairmen, jail officers, and those involved in security functions. All Department of Transportation (DOT) regulated employees are determined to be safety-sensitive by those regulations. Unless an employee comes under drug testing regulations of some federal agency, each position, job classification or department, should be individually evaluated to determine whether the employee is safety-sensitive in accordance with the above guidelines. (Attach safety-sensitive job classifications on separate sheet if necessary.)

HOW DO WE TEST?

Drug and alcohol testing is done through chemical analysis which determines without question if a person has drugs or alcohol in his or her system and in conformity with regulations of the New York Department of Health, New Jersey Department of Health, or CLIA. Specimens subject to testing include urine, breath, hair, oral fluids, or blood. Specimen collections, chain of custody and drug and alcohol tests will be in substantial compliance with the U.S. Department of Transportation (DOT) procedures if applicable to the type of specimen being tested. To ensure accuracy, urine lab test procedures shall include a preliminary drug screening, two highly sophisticated scientific tests including adulterant detection, and are reported to an independent certified Medical Review Officer prior to being released to the Township of Lower. Observed urine collections will only be conducted with the consent of the donor, and the observer will be by a person whose gender matches the donor's gender as identified by the donor at the beginning of the observed collection. Observed collections will be conducted in a professional manner that minimizes discomfort to the donor, and a medical professional may serve as the monitor, regardless of gender. The Medical Review Officer may recommend the collection of an alternate specimen (e.g., oral fluid) when a donor is unable to provide a sufficient amount of urine specimen at the collection site. The MRO will verify that chain of custody procedures were adhered to, use of a certified laboratory and that the test results were

valid. The Township of Lower provides reasonable accommodations to employees and/or applicants in the alcohol and drug testing program whose physical condition prevents them from producing a urine specimen suitable for testing. You may contact the DER if you wish to make an accommodation request. In accordance with Township of Lower policy, a test result reported by the laboratory as a negative dilute urine test is not considered a negative test but subjects the donor to immediate retesting; and a second negative dilute urine test will render an applicant ineligible for hire and current employees, where a negative test is required, not currently fit for duty. FDA approved on-site screening devices may be utilized with all initial positive results confirmed by laboratory testing.

All positive initial tests are confirmed by GC/MS at established DOT cut off levels. An Alcohol content of 0.04 or higher using a DOT approved alcohol screening device, or breath alcohol device, is classified as a positive test. The drugs tested for may include all or some of the following: (1) Amphetamines; (2) Cannabinoids; (3) Cocaine; (4) Phencyclidine (PCP); (5) Opioids, designer drugs, or a metabolite of any of the above substances and mind altering synthetic narcotics or designer drugs, or impairing effect medications or substances, taken by employees working in a safety-sensitive classified position, in order for the employer to fulfill its duty to provide a safe place to work as a safety rule. The term "illegal use of drugs" includes any controlled or scheduled drug not used in accordance with a health care provider's lawful prescription for the user, or any substances banned by Federal or applicable State laws.

WHAT IF YOU TEST POSITIVE?

The Medical Review Officer will contact you confidentially to give you an opportunity to discuss your results before reporting them to the Township of Lower as a verified positive. You may discuss the result with the MRO up to seventy-two (72) hours after a positive result and ask questions of the MRO about prescription and non-prescription medications, rebut or explain the test results to the MRO, and provide supporting documentation. During this 72-hour period, any applicant or employee may request that their split specimen be tested at a second laboratory and if positive, they will be responsible for that expense and that cost may be deducted from their paycheck, depending upon the result and, if negative, the employee will be reimbursed by the Township of Lower for the cost of the test and any lost time. Under federal regulations, the MRO has the discretionary authority to notify the Township of Lower that an employee is temporarily medically disqualified from the performance of safety-sensitive work during this evaluation period and also has the duty to notify the Township of Lower if the employee is taking an impairing effect medication. A positive drug or alcohol test is classified as willful misconduct and a violation of the Township of Lower's Policy. Any employee who tests positive, or refuses to be tested, may be subject to appropriate disciplinary action for engaging in willful misconduct connected with work, up to and including immediate termination, for gross misconduct connected with work, and violation of a safety rule for those employees working in a safety-sensitive position and/or forfeit eligibility for Worker's Compensation benefits *N.J. Stat. Ann. § 34:15-7* if post-accident and may adversely affect an employee's eligibility to receive Unemployment Compensation benefits. Any applicant made a conditional offer that tests positive, or refuses to be tested, will be denied employment or have their offer withdrawn.

WHAT IF YOU FAIL TO FOLLOW SAFETY GUIDELINES?

Often times, impairment from drugs or alcohol will cause an employee to fail to adhere to safety guidelines and other common sense safe working practices. Failure to wear a seatbelt, failure to use Township of Lower provided or required safety equipment, failure to follow safety guidelines, or removal (or disabling) of a safety guard will be willful misconduct connected with work, and subject the employee to discipline, up to and including discharge for violation of Township of Lower Policy.

WHAT ABOUT IMPAIRING EFFECT MEDICATIONS OR SUBSTANCES?

Any employee working in a safety-sensitive position as defined by Township of Lower Policy is required, as a safety rule, to pre-duty disclosure that they are taking or using ANY impairing effect prescription, including medical marijuana, over-the-counter medications, mind altering synthetic or designer drugs or other substance which may have an effect on performance of safety-sensitive duties. This includes medical and recreational Marijuana, the use of which the Township of Lower, for safety reasons, will not be able to accommodate employees working in safety-sensitive positions. However, for employees who are qualifying medical marijuana cardholders reporting to work in those states which have statutory anti-discrimination against the use of medical marijuana laws, qualifying employees, and applicants, may request a reasonable accommodation by contacting the DER and such request will be considered. If the fact that the employee is taking or using an impairing effect medication or substance is not disclosed pre-duty by a safety-sensitive employee and the employee tests positive, is otherwise determined to be taking or using such, or is determined by the MRO to be a potential safety risk due to taking or using an impairing effect medication or substance, that employee will be subject to discipline, up to and including termination, for violation of this safety rule. If disclosure is made, the Township of Lower reserves the right to send the employee for a Fitness-for-Duty evaluation to evaluate the medication or substance and its effects on the performance of safety-sensitive duties. In advance of testing, employees are encouraged to have their own doctor make an individualized assessment of any safety-related risks of the medications or substances which they are taking or using, providing the doctor a copy of their job description and having the doctor render an opinion on the safety-related risks. The employee need not disclose to the Township of Lower the medication or medical condition involved to fulfill the disclosure obligation of this Policy. All information provided will be kept separate from personnel files and in a confidential manner. The MRO, or another Medical Professional selected by the Township of Lower, will make the final determination on the safety-related risks of any particular medication or substance.

WHAT IF AN ADULTERANT IS FOUND?

The use of an adulterant (something added to a specimen to attempt to hide drug use) is considered a refusal to test and a violation of the Policy. The same would be true if you attempted to substitute a specimen. Any employee who is found to have violated this Policy by attempting to defraud a drug or alcohol test may be subject to appropriate disciplinary action, up to and including termination for willful misconduct connected with work, or withdrawal of a job offer. No last chance opportunity is available under such a circumstance. It is a criminal offense to substitute or adulterate a test specimen. It also is a criminal offense in New Jersey to manufacture, sell, give away, or possess any device or substance designed or commonly used to substitute or adulterate a test specimen. *N.J. Stat. Ann. § 2C:36-10*. The MRO may declare a urine specimen to be adulterated or substituted based on the laboratory report.

WHAT IF I REFUSE?

A refusal to provide a specimen for testing, unless the MRO agrees a medically valid reason exists for your inability, will be considered willful misconduct connected with work. Such willful misconduct connected with work will cause an applicant's offer to be withdrawn and will subject an employee to immediate termination for cause. Under New Jersey law, unemployment compensation benefits may not be available in such a circumstance. Failure to report for specimen collection within a reasonable time, two (2) hours, of being directed to do so is also classified as a refusal under the Township of Lower Policy.

DRUG EDUCATIONAL INFORMATION

Attached to this Policy you will find drug educational information to assist you in recognizing the impairing effects of drug use. The Township of Lower will conduct employee education of substance abuse education and awareness and supervisor training on how to recognize signs of abuse, how to document and collaborate signs of employee substance abuse, and how to refer substance abusing employees to the EAP.

WHAT IF YOU HAVE A SUBSTANCE ABUSE PROBLEM?

The Township of Lower will provide support for employees who need support and help with alcohol or drug dependency via confidential Employee Assistance Program (EAP), Substance Abuse Professional (SAP) or Medical/Occupational Health support services. Employees who proactively seek treatment will be treated sympathetically and in a confidential manner. In certain cases, this may require a transfer to other duties (e.g. where a person is working in a safety critical role) while the individual is receiving treatment. However, the fact that an employee is seeking or undergoing treatment will not be a defence to a charge of wilful misconduct if the employee reports for work under the influence of alcohol or drugs. Our Policy encourages any employee with a drug or alcohol problem to voluntarily and confidentially seek help through our EAP/SAP program. Coming forward after you have been notified to report for testing is not considered a voluntary report. For confidential help with a substance abuse problem, contact the DER or the EAP/SAP. Counseling and rehabilitation for alcohol or substance abuse is available through the EAP, and may also be available under the health and welfare benefit program for employees, *only to the extent of the current benefits package*. The Township of Lower will assume no direct financial responsibility for counseling or rehabilitation costs of an employee, not covered by the EAP. Any costs in addition to or in excess of any available health benefits are the employee's responsibility. A list of state and national **Substance Abuse Resources** is a part of this Policy.

WHAT ABOUT A LAST CHANCE OPPORTUNITY?

No last chance opportunity is available to a probationary, part time or temporary employee, or in the case of refusal, attempted adulteration, substitution, switching, tampering with, or diluting of a specimen or attempt to defraud a drug test. Employees who receive an EAP/SAP evaluation favorable for rehabilitation may be offered a last chance agreement which will subject the employee to unannounced follow-up testing for up to 12 months, together with other educational and counseling requirements as recommend by the EAP/SAP. A negative return to duty test is required to be placed back on active duty. A positive test, refusal or failure to comply with any term of the last chance agreement during this follow-up period will subject the employee to immediate termination.

WHY AND WHEN DO WE TEST?

- Pre-employment: Drug testing will be performed on all final applicants for safety-sensitive positions, or who transfer into a safety-sensitive position, as a condition of their employment.
- Routine Fitness-for-Duty: Safety-sensitive employees may be required to submit to a drug test as part of a routine Fitness-for-Duty examination and may be based on a particular job classification.
- Reasonable Suspicion: All employees will be required to submit to a drug and/or alcohol test if the Township of Lower has a reasonable suspicion that an employee is under the influence of drugs or alcohol, which adversely affect or could adversely affect the employee's job performance. Employees

selected for testing shall be suspended until a negative drug/alcohol screen or laboratory test result is received. If a negative result, the employee will not suffer a loss of pay.

- Post-Accident/Incident Testing: Testing of a safety-sensitive employee may be conducted under any of the following circumstances: 1) the employee involved in the incident/accident was actively engaged in the activity which objectively could have caused or contributed to the injury or damage; or 2) the employee was operating, controlling, or repairing any machinery, tool, device, equipment or vehicle that was involved in the incident/accident; or 3) the employee's action or inaction was likely a contributing factor to the incident/accident or cannot be completely discounted as a contributing factor based on current info; or 4) testing is being conducted as part of the Township of Lower's Post Incident/Accident Investigation related to possible Workers' Compensation Disqualification; or 5) testing is being conducted for other non-injured employees whose actions, or inaction, could have contributed to the incident/accident as part of a root cause investigation; or 6) post-accident drug testing is required by the Workers' Compensation Carrier or Fund.
- Random: Employees in safety-sensitive positions are subject to random drug testing. Those subject to testing are randomly selected, using scientifically valid methods, from a "pool" of covered employees. Non-DOT safety-sensitive employees may be included in a Non-DOT testing "pool." DOT regulated employees should only be placed in a DOT testing "pool."
- Rehabilitation/Follow-up: An employee who has voluntarily requested rehabilitation prior to a positive drug test may be subject to unannounced drug and/or alcohol testing under a work continuation agreement, to determine whether he or she is under the influence of alcohol or drugs after successful completion of the rehabilitation program. The testing will be without notice in conjunction with a referral for treatment.

POLICY PROHIBITIONS

Employees, applicants and Contractors for the Township of Lower are strictly prohibited from engaging in the following conduct:

1. With respect to illegal drugs, employees and applicants violate this Policy by engaging in the following conduct, whether or not during work time or on Township of Lower premises or property and are subject to discipline up to and including discharge, or rejection of the application for employment, or cancellation of contractual agreements:
 - a. Testing positive in a confirmed drug or alcohol test, or refusing to be tested.
 - b. Bringing and/or storing (including in a desk, locker, automobile, or other repository) illegal drugs or drug paraphernalia on Township of Lower premises or property, including Township of Lower-owned or leased vehicles, or vehicles used for Township of Lower purposes.
 - c. Having possession of, being under the influence of, testing positive for, or being in close proximity to persons using illegal drugs, or otherwise having in one's system illegal drugs.

d. Using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling, or dispensing illegal drugs. In addition, the Township of Lower will refer such matters to the appropriate police authority.

e. A conviction or plea of guilty relative to any criminal drug offense occurring in the workplace. All employees must notify Township of Lower in writing of any criminal drug conviction no later than five (5) calendar days after such conviction. Drug use off-the-job which adversely affects an employee's performance on the job, or which has the potential to jeopardise the health or safety of other employees, the public or the Township of Lower's equipment or function, shall be cause for disciplinary action up to and including dismissal. Action will be taken against employees who are convicted for an off-the job drug offence. In deciding what action will be taken, the incident will be evaluated in terms of the nature of the conviction, the employee's job assignment, the employee's record with the Township of Lower and other factors related to the impact of the employee's conviction on the Township of Lower.

f. Abuse of prescription drugs which includes exceeding the recommended prescribed dosage or using others' prescribed medications. Such prescriptions brought to work should remain in the original labeled container and show both the prescribing doctor's name and the prescription's expiration date.

g. Switching, tampering with, diluting, or adulterating any specimen or sample collected under this Policy, or attempting to do so.

h. Refusing to cooperate with the terms of this Policy which includes submitting to questioning, drug testing, medical or physical tests or examinations, when requested or conducted by Township of Lower or its designee, is a violation of Township of Lower Policy and may result in disciplinary action up to and including termination. A refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork or failing to report to the collection site at the appointed time.

i. Failure to advise pre-duty the Township of Lower of the use of a prescription or over-the-counter drug which may alter the employee's ability to safely perform the essential functions of his or her job.

j. Failure of an employee to notify his or her supervisor before reporting to work if he or she believes that he or she is under the influence of drugs.

k. We strictly prohibit employees from using hemp products, which some within the medical community have indicated may cause a positive marijuana test result. We will not generally consider use of hemp products a valid medical explanation for a positive marijuana test result.

2. With respect to alcohol, employees violate this Policy by engaging in the following conduct during work time or on Township of Lower premises or property:

- a. Bringing and/or storing (including in a desk, locker, automobile, or other repository) alcohol on Township of Lower premises or property, including Township of Lower owned or leased vehicles, or vehicles used for Township of Lower purposes.
- b. Having possession of, being under the influence of, testing positive for or having in one's system, alcohol. Using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling, or dispensing alcohol. *Exceptions to the policy concerning alcohol consumption or possession may be made only upon the prior explicit approval of senior management for specifically identified circumstances.*
- c. A conviction or plea of guilty relative to any criminal alcohol offense occurring in the workplace. All employees must notify Township of Lower in writing of any criminal alcohol conviction not later than five calendar days after such conviction. Alcohol use off-the-job which adversely affects an employee's performance on the job, or which has the potential to jeopardise the health or safety of other employees, the public or Township of Lower's equipment or function, shall be cause for disciplinary action up to and including dismissal. Action will be taken against employees who are convicted for an off-the job alcohol offence. In deciding what action will be taken, the incident will be evaluated in terms of the nature of the conviction, the employee's job assignment, the employee's record with the Township of Lower and other factors related to the impact of the employee's conviction on the Township of Lower.
- d. Switching, tampering with, or adulterating any specimen or sample collected under this Policy, or attempting to do so.
- e. Refusing to cooperate with the terms of this Policy which includes submitting to questioning, alcohol testing, medical or physical tests or examinations, when requested or conducted by Township of Lower or its designee, is a violation of Township of Lower Policy and may result in disciplinary action, up to and including termination. A refusal to test includes conduct obstructing testing such as failure to sign necessary paperwork or failing to report to the collection site at the appointed time.
- f. Failure of employee to notify his or her supervisor before reporting to work if he or she believes that he or she is under the influence of alcohol.

HOW CAN YOU HELP?

- I. If you are doing drugs – STOP!
- II. If you need help – ASK!
- III. If you know someone at work who is doing drugs – TAKE ACTION!
- IV. Don't let someone else's drug or alcohol problem be the cause of an ON THE JOB INJURY!

Only with your help can we truly have a safe, pleasant, and productive environment at the Township of Lower.

Township of Lower
2600 Bayshore Road
Villas, NJ 08251
Phone: 609-886-2005
Fax: 609-886-1232

DRUG EDUCATIONAL INFORMATION

Alcohol (Depressant)

Common Forms:	Beer, wine, hard liquor
How Used:	Oral ingestion, patterns of use vary.
Desired Effect:	People drink to relax, to socialize, as a part of a religious ceremony, for the control of physical and emotional pain, or for a variety of other reasons. Its depression of the central nervous system is progressive and continuous. It is a mood-modifying drug that usually provides a temporary feeling of mild euphoria and stimulation. This is a result of the initial depression of the higher centers of the brain which control inhibition. The more you drink, the more sedated you then become.
Time in body:	Depends on many factors, such as body size, amount of alcohol consumed within an hour, and other individual factors. Performance is effected in relation to the amount consumed. Generally, a medium-sized person eliminates the equivalent of one drink per hour. However, "hangover" effects of alcohol have been documented for as long as 14 hours after consuming an intoxicating dose, well after the blood alcohol levels have returned to zero.
Observable effects:	Staggering gait Slurred speech Odor of alcoholic beverage Shaky hands Poor eye-hand coordination Slowed reaction time Eyes react slowly to light - wears sun glasses
Work behavior:	Arrive late, leave early, mis-outs Neglect of physical appearance Restlessness Tremors (hands, face, fingers, lips tongue) Slurred speech Uninhibited - makes inappropriate remarks
Material Indicators:	Empty liquor bottles, cans, often in paper bags Flasks, sometimes disguised as other things
Slang Terms	Booze, juice, hooch, grape, eye-opener, hair-of-the-dog, brew, suds, etc

Amphetamines (Amphetamine and Methamphetamine)

Stimulant

Common forms:	Amphetamine - usually capsules or white, flat, double-scored pills. Methamphetamine - white or granular powder, often packaged in aluminum foil or plastic bags.
How used:	Orally, sniffed up the nose, or injected.
Desired effects:	Most commonly sought after effects include euphoria, postponement of fatigue, increased energy, alertness and feelings of personal power. Repeated or chronic use often causes a strong dependence reaction and a schizophrenic loss contact with reality. Users coming off the drug experience extreme fatigue-induced sleep ("crash"), often followed by continued fatigue and depression.
Time in body:	Injection or sniffed up the nose; "rush" felt within 1 minute. Orally, effects felt within about ½ hour. Single doses detectable for about 48 hours.

Observable effects:	Dilated pupils. Flushed face, rapid respiration, profuse sweating. Hyper-excitability, talkativeness, restlessness. "Stereotypic" behavior often seen: person engages in repetitive tasks or mannerisms for extended periods of time. In large doses, inability to concentrate, confusion, panic.
Work behavior:	Try to do job beyond competence level. Impaired ability to operate equipment. Takes chances, risks.
Material Indicators:	Pills, capsules, white powder, granular crystals Foil wrapped tubes, baggies. Hypodermics and paraphernalia for injections
Slang terms:	Defies, bennies, speed, crank, ice, crystal, white crosses, black beauties

Cocaine - A Stimulant

Common forms:	Cocaine - White crystalline powder. Free-base cocaine (crack) - white granular "rocks"
How used:	Cocaine--usually snorted up the nose through a straw or from a "coke spoon" after being chopped to a fine powder with a razor blade. "Crack" -- freebase cocaine--is a processed version which is vaporized in a pipe and inhaled. Either form may also be injected.
Desired effect:	Most commonly sought after effects are euphoria, stimulation, postponement of fatigue and feelings of personal power. The "high" lasts approximately one hour, with a "down" follow-on period. Psychological and physical dependence to "crack" after one to two uses; dependency to snorted coke takes longer to develop.
Time in Body:	Single doses detectable for 12-24 hours
Observable effects:	Dilated pupils. Talkativeness, restlessness. Sniffing, runny nose, irritated or bloody nose. Dramatic mood swings, from "down" to "up" in minutes. Sense of power sometimes manifested in aggressiveness
Work issues:	Frequent trips "to the restroom"—secluded place. Frequent sick-outs and unexplained absences. Hyper-excitability and over-reaction to stimulus. Isolation/withdrawal from friends and activities. Financial problems--borrows, steals and/or sells to support habit. Insomnia, restlessness, lack of sleep
Material Indicators:	Small folded paper envelopes (bindles), plastic bags, small vials used to store drug. Razor blades, mirrors, cut off straws, coke spoons. Small glass pipes, and heat sources used to volatilize crack.
Slang terms:	Coke, snow, toot, crack, blow, happy dust, "C"

Marijuana

Common forms:	Dried green-brown flowers and leaves of the hemp (cannabis) plant--also as compressed tar like lumps (hashish) and sometimes as an oil to be spread on cigarettes (hash oil).
How used:	Generally smoked in hand-rolled cigarettes (joints) or a small pipe, sometimes eaten in baked goods or steeped to make a tea.
Desired effects:	Effects are somewhat dependent on the user and potency of the plant. Low doses tend to produce a dreamy state of relaxation and euphoria with changes in sensory perceptions (usually intensified) and alteration in thought formation and expression. Higher doses intensify these reactions with fragmentation of thought, memory impairment, shortened attention span, and illusions of insight. Marijuana currently sold on the street is 10 times more potent today than in past years.
Time in body:	Marijuana dissolves in body fat cells and is detectable for extended periods of time--up to seven (7) days for occasional users and four (4) weeks or longer for chronic users
Observable effects:	Red bloodshot glassy eyes (users often wear dark glasses and use eye drops to combat). Poor muscular control. Rambling, disconnected speech patterns. Euphoria--as laughing out of context. Getting "hung up" - i.e. going into the bathroom to comb your hair and coming out two hours later. Distinctive odor in air and/or on clothing.
Work issues:	Lack of attention, vision and auditory changes, and poor muscular control. Inability to respond to emergencies and sudden situational changes. Frequent sick-outs and mis-outs. Lackadaisical "I don't care" attitude about person and work. Chronic health problems for frequent users--persistent cough, fatigue, frequent sickness.
Material indicators:	Baggies of green-brown vegetable matter; rolling papers; small pipes (for marijuana) and very small pipes (for hashish); "roach clips" to hold the burned end of the marijuana cigarette; "roaches" discarded on the floor or in ash trays; distinctive odor of marijuana in the air.
Slang terms:	Dope, grass, reefer, weed, ganja, pot, etc.

Opioids (Morphine and Codeine)--Narcotic Depressants

Common forms:	Street forms are pills, liquids and powders. Morphine is derived from opium. Opium dissolved in alcohol, containing 10% morphine, is legally available in many states as "paregoric." Morphine and codeine are widely used medicinally. Morphine is a naturally occurring alkaloid, and is also found in products containing poppy seeds. Heroin is a semi-synthetic derivative of morphine.
How used:	Opium is usually smoked. Codeine is most commonly taken orally. Heroin and morphine are injected; powders can be snorted; cigarettes can be dipped in paregoric and smoked.
Desired effects:	Most commonly effects include euphoria, relief from pain, and a feeling of dissociated well-being. Low maintenance doses allow the addict to function on a daily basis. The heroin user experiences a "rush" described as a very pleasurable whole body reaction lasting 5-10 minutes, followed by several hours of mental and physical relaxation.
Time in body:	Single doses are usually detectable for 48-72 hours.

Observable effects:	Pinpoint pupils. Sweating, nausea, vomiting in novice users. "Nodding off"--the head drooping toward the chest, then bobbing up. Overly calm, detached facial expression. Confusion, mental dullness and slurred speech. Needle marks over veins.
Work issues:	Increased sick-outs, mis-outs. Lack of interest in work, no attention to detail. Sharing of needles brings a high risk of contracting hepatitis and/or AIDS. High cost of the addiction may lead to borrowing money, stealing and selling (on or off the premises).
Material indicators:	Foil or paper "bindles" for holding the drug. Charred spoons or bottle caps, used to cook the drug. Multiple burned matches used to cook the drug. Needles, syringes, eye droppers used for injection. Balloons or prophylactics used to hold drug. Bloody tissue papers, blood on shirt sleeves.
Slang terms:	Heroin, dope, smack, shit, hard stuff, "H", china, monkey dust, china white, etc.

Phencyclidine (PCP)

Common forms:	Pills, liquid, powder, and PCP cigarettes
How used:	Usually smoked with tobacco or marijuana, but may be injected, swallowed, eaten or snorted.
Desired effects:	Users report desirable feelings of immobility, numbness, and detachment. Other sought-after effects include feelings of strength, power, and invulnerability, a dream-like detachment from reality (often coupled with lack of coordination).
Time in body:	Usually detectable 1- 8 days, but chronic users may test positive for several weeks following the last dose.
Observable effects:	Low doses: Sedated, euphoric, uncoordinated behavior. Wide mood swings. Sparse and purposeless speech. Muscle rigidity and jerky eye movements (nystagmus).
High doses:	Coma-like states with muscle rigidity and staring, half-closed eyes. Sudden stimuli may send the user into a psychotic state, with extreme agitation, violent behavior, abnormal strength, and inability to speak or comprehend.
Work issues:	Wide mood swings, unpredictable behavior, aggressive. Tremendous liability in the work force.
Material indicators:	Cigarettes that look as if they have been wet. Crystals, liquids or powders in small vials. Folded aluminum foil or paper packets.
Slang terms:	PCP, angel dust, hog, dust, DOA, shermans, sherms, peace pills, dummy, etc.

SUBSTANCE ABUSE PROFESSIONALS

NATIONAL RESOURCES

A2Z Alcohol & Drug Abuse-Addiction	1-800-274-2042
Al-Anon/Alateen Family Group Headquarters.....	1-800-356-9996
Alcoholics Anonymous World Service	1-212-870-3400
American Council on Alcoholism Helpline.....	1-800-527-5344
800 Cocaine--An Information and Referral Hotline.....	1-800-262-2463
Nar-Anon Family Group Headquarters	1-310-547-5800
Narcotics Anonymous	1-818-773-9999
National Association of Alcoholism (NAADAC).....	1-800-548-0497
www.naadac.org Fax:	1-800-377-1136
National Association of Addiction Treatment Professionals.....	1-717-581-1901
www.naatp.org	
National Council on Alcoholism and Drug Dependence, Inc.....	1-212-269-7797
www.ncadd.org	
Hope Line (24-hour affiliate referral).....	1-800-NCA-CALL
Center for Substance Abuse Prevention's Workplace Hotline	1-800-WORKPLACE
National Clearinghouse for Alcohol & Drug Information.....	1-800-729-6686
Center for Substance Abuse Prevention's Drug Information, Treatment & referral Hotline	1-800-662-HELP
(Spanish-Espanol).....	1-800-66-AYUDA

EMPLOYEE ASSISTANCE PROGRAM

Cape Assist
3819 New Jersey Ave.
Wildwood, NJ 08260
609-522-5960
www.capeassist.org

**TOWNSHIP OF LOWER
ALCOHOL AND DRUG-FREE WORKPLACE POLICY
NEW JERSEY NON-DOT**

NOTICE TO ALL EMPLOYEES AND APPLICANTS

DRUG-FREE WORKPLACE

The Township of Lower is committed to maintaining a safe, pleasant, and productive working environment. You have the right to come to work without fear of interacting with someone under the influence of drugs or alcohol. This Policy highlights the Township of Lower's New Jersey Drug-Free Workplace Policy. The Township of Lower's Designated Employer Representative (DER) is Superintendent of Public Works. The Alternative DER is the General Supervisor of DPW.

The Township of Lower recognizes the prime importance to the Township of Lower of protecting the safety, health and welfare of its employees and others with whom we interface such as citizens, contractors and members of the public. The objective of this policy is to maintain a working environment free from the effects of substance abuse. While the Township of Lower has no intention of intruding into the private lives of its employees, or preventing them from taking the medicine that they may need to stay safe and healthy, the Township of Lower does expect employees to report to work unimpaired able to perform the duties of their job safely and effectively. In addition to absenteeism and accidents, substance abuse can adversely affect performance, productivity and workplace morale. Co-workers may feel that they have to cover up, or work harder because of someone's alcohol or drug use. Ultimately an employee with an alcohol or drugs problem may lose their job and/or suffer devastating effects on their health. The Township of Lower has a duty to safeguard its employees and the public from the risk of harm from employees who work under the influence of alcohol and drugs. Similarly, employees who know that a fellow employee is working under the influence owe a similar duty. The failure to honour that duty by taking the right steps to prevent this risk can result in legal liability.

To the extent this Policy supplements, and does not conflict with current collective bargaining agreements, it is applicable.

Notice of the Township of Lower's New Jersey Non-DOT Drug and Alcohol testing will be provided on vacancy announcement and is posted in conspicuous locations on Township of Lower premises.

Our program can help improve your health and help you avoid trouble with the law. Even if you do not use drugs or alcohol, this program will make your workplace safer and more productive, the Township of Lower safer, and will help your friends and co-workers get the help they need. Compliance with this policy is a condition of your hire or continued employment. The Township of Lower has developed its drug-free workplace policy in compliance with New Jersey Laws, *and the Fourth Amendment to the United States Constitution as it covers employees of governmental entities*. Applicant testing will begin immediately and sixty (60) days after the effective date of January 1, 2022 all employees are subject to testing as outlined below. The existing drug and alcohol testing program will remain in place until the effective date of this program.

DESIGNATED EMPLOYER REPRESENTATIVE (DER) GUIDELINES ON USE OF FORM TOOLKITS

The following are helpful tips the DER and/or alternate DER may wish to consult in fulfilling their duties and responsibilities:

Getting Started:

Populate the **Drug and Alcohol Testing Policy Development Worksheet** with the information specific to your entity and have this reviewed by legal counsel. As part of this process, you should complete the **Determination of Safety-Sensitive Positions [DFW04]**. That is a significant role in designating those as safety-sensitive in your policy.

Establish date for introduction of the **Drug and Alcohol Testing Policy** to employees. This Policy includes the following parts: (1) Policy, (2) Drug Education Information, (3) Substance Abuse Professionals resource list. You should secure a drug and alcohol awareness video for the meeting and send out notice of meeting date and time. Make a copy of the **Policy** for each employee. **Note:** the **Forms Toolkit** and **DER Guidelines** are not to be given to the employees at the meeting but can be viewed by them at any time.

On the date of the employee awareness training, have an **Employee Awareness Training Session Log** out for employees to sign. Distribute to each employee the following 4 part Policy: **Drug and Alcohol Testing Policy, Drug Education Information, Substance Abuse Professional resource list, and the Active Employee Certificate of Agreement, Receipt of Drug-Free Workplace Policy Consent Form**. Then walk through significant Policy provisions. At the end of the program have each active employee sign the **Active Employee Certificate of Agreement Receipt of Employee Policy Statement Consent Form [DFW01]** and place in their personnel file.

Establish a time and date to conduct reasonable suspicion training for supervisors. This training should be one hour for alcohol and one hour for drugs and conducted by someone who can issue certifications of such training.

Prepare file folders for your Drug and Alcohol Testing Policy records retention and maintain these files separate from personnel files as you would medical records.

Select a Certified Medical Review Officer, Laboratory, collection site and Third Party Administrator to assist with your program.

Applicant/Employee Testing

Have all applicants sign the **Pre-Employment Substance Testing, Consent and Release Form [DFW02]** before you schedule them for a pre-employment drug test.

If the employee fails to show for testing on time, you should receive a call from the collection site. Failure to show up on time is usually determined to be a “refusal to test” subjecting the employee to discipline or rejection of application under your **Policy**. If there is a refusal, you may wish to consider faxing an **Acknowledgment of Consequences of Refusal to Participate in Drug or Alcohol Testing [DFW03]** to the collection site while the employee is still present.

CMRO Report

You should get to know your Certified Medical Review Officer (CMRO) and request that he/she explain their role and answer your questions.

Post-Accident

In the event the employee is involved in a work place accident, check that the employee is drug tested in accordance with your Policy and worker’s compensation requirements.

Reasonable Suspicion

The trainer that you have selected for Supervisory Reasonable Suspicion training should be able to provide you both Contemporaneous and Long-term Observation checklists.

Refusal to Submit to Testing

Use **Acknowledgment of Consequences of Refusal to Participate in Drug or Alcohol Testing [DFW03]** and have two (2) supervisors sign verifying that refusal.

Removal from Safety-Sensitive Duty on a Verified Positive or Refusal

Do not wait on the CMRO’s written report but act upon the CMRO’s oral report of verified positive drug test, adulterated or substituted drug test.

ACTIVE EMPLOYEE CERTIFICATE OF RECEIPT [DFW01]

I do hereby certify that I have received and read the New Jersey Drug-Free Workplace Policy, which explains the Township of Lower's adherence to New Jersey Laws. I have had the terms and conditions of the Township of Lower's Drug and Alcohol Testing policy explained to me relative to screening or tests by the Township of Lower, for the purpose of determining the presence of, and content of, any or all of the following substances under circumstances as set forth in the Township of Lower's Policy:

- | | |
|-----------------|------------------------|
| 1. Amphetamines | 4. Phencyclidine (PCP) |
| 2. Cannabinoids | 5. Cocaine |
| 3. Opioids | |

Testing may also include a metabolite of any of the above substances and mind altering synthetic narcotics or designer drugs. The term "illegal use of drugs" includes any controlled or scheduled drug not used in accordance with a health care provider's lawful prescription for the user, or any substances banned by Federal or applicable State laws.

I understand that any employee who tests positive, or refuses to be tested, may be subject to appropriate disciplinary action for engaging in willful misconduct connected with work, up to and including immediate termination, and/or forfeit eligibility for Worker's Compensation benefits *N.J. Stat. Ann. § 34:15-7* if post-accident and may adversely affect an employee's eligibility to receive Unemployment Compensation benefits.

POSITIVE DRUG OR ALCOHOL TEST, OR REFUSAL CONSEQUENCES:

- 1) Classified as a positive test or refusal to test
- 2) Discharge from employment
- 3) Possible disqualification from Workers' Compensation Benefits
- 4) Possible disqualification from Unemployment Compensation Benefits

I also understand that it is not the purpose of this test to identify any disability I may have and that all activities will be conducted in accordance with ADA regulations.

I also understand that the Township of Lower and/or its designated representative will collect specimens for testing for the purpose of determining the presence of, and content of, drug and alcohol substances, as well as to obtain results from any alcohol or drug test administered post-accident by law enforcement and release of the results of said tests to the Township of Lower, its DERs, to the Township of Lower's Medical Review Officer, and as set forth in the Policy.

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Witness Printed Name: _____ Witness Signature: _____

(This form is to be signed by employee and retained in personnel file.)

**PRE-EMPLOYMENT SUBSTANCE TESTING
CONSENT AND RELEASE FORM [DFW02]**

I do hereby certify that I have been given notice of the Township of Lower's pre-employment substance abuse testing policy; that I have been provided with access to a copy of the Township of Lower's New Jersey Drug-Free Workplace Policy and have been made a conditional offer of employment. I hereby freely and voluntarily consent to submit to tests as shall be determined by the Township of Lower in the selection process of final applicants for employment, for the purpose of determining the presence of, and content of, any or all of the following substances:

- | | |
|-----------------|------------------------|
| 1. Amphetamines | 4. Phencyclidine (PCP) |
| 2. Cannabinoids | 5. Cocaine |
| 3. Opioids | |

Testing may also include a metabolite of any of the above substances and mind altering synthetic narcotics or designer drugs. The term "illegal use of drugs" includes any controlled or scheduled drug not used in accordance with a health care provider's lawful prescription for the user, or any substances banned by Federal or applicable State laws.

I agree that the employer representative, collection site, physician, or clinic may collect these specimens for screening or testing and may screen them or forward them to a testing laboratory for analysis.

I further agree to and hereby authorize the release of the results of said tests to the Township of Lower, its DERs, and to the Township of Lower's Medical Review Officer and its agents as provided in the Policy.

I understand that a negative test is a pre-condition of employment with the Township of Lower and that refusal to submit to testing, or a positive test result will result in the rejection of my application, or the rescinding of a conditional offer of employment. I also understand that it is not the purpose of this screen or test to identify any disability I may have and that pre-employment screening and testing activities are conducted in compliance with ADA requirements.

I further agree that a reproduced copy of this pre-employment consent and release form shall have the same force and effect as the original and shall continue while my application is being considered and during any post-consideration proceedings. I have carefully read the foregoing and fully understand its contents. I acknowledge that my signing of this consent and release form is a voluntary act on my part and that I have not been coerced into signing this document by anyone.

Applicant: Print name: _____ SS# _____

Applicant Signature: _____ Date _____

Witness Printed Name: _____ Witness Signature: _____

ACKNOWLEDGEMENT OF CONSEQUENCES FOR REFUSAL OF DRUG TEST [DFW03]

I, _____, an employee of Lower Township, acknowledge that I am refusing to report for Drug and Alcohol testing in accordance with the requirements of Lower Township, New Jersey Drug-Free Workplace Policy. I am aware that I am in violation of the Policy. I am aware that I am subject to certain adverse consequences as a result of my choice.

REFUSAL CONSEQUENCES:

- 1) Classified as a refusal to test**
- 2) Possible Discharge from employment**
- 3) Possible Disqualification from Workers' Compensation Benefits**
- 4) Possible Disqualification from Unemployment Compensation Benefits**

I have read this Acknowledgment of Consequences of Refusal to Participate in Drug Testing and understand it.

Employee Signature

Date

Witness Signature

Witness Address (city, state, zip)

(If employee refuses to sign, please have two witnesses sign below)

Witness 1 Signature

Witness 2 Signature

Witness 1 Address (city, state, zip)

Witness 2 Address (city, state, zip)

Determination of Safety-Sensitive Positions [DFW04]

To: Superintendent of Public Works
From: Safety-Sensitive Evaluator
Re: Determination of Positions Classified as Safety Sensitive

I have reviewed the job descriptions and duties for the following positions and have determined that they meet the criteria for a safety-sensitive position as set forth in the Policy, in that:

Safety-sensitive employees are those employees who discharge duties fraught with risks of injury to others that even a momentary lapse of concentration can have disastrous consequences. Factors which have been considered in determining whether a position is safety sensitive include handling of potentially dangerous machinery, sharp objects, working at heights, positions requiring a high level of cognitive function, mostly unsupervised responsibility for children, and handling of hazardous substances in an environment where others could be injured. Positions which have been found to be safety-sensitive include firefighters, emergency medical technicians, law enforcement officials who carry firearms, fire and police dispatchers, 911 operators, heavy machinery operators, forklift operators, bus drivers, some (but not all) transportation workers, pipeline operators, gas meter repairmen, jail officers, and those involved in security functions. All Department of Transportation (DOT) regulated employees are determined to be safety-sensitive by those regulations. Unless an employee comes under drug testing regulations of some federal agency, each position, job classification or department, should be individually evaluated to determine whether the employee is safety-sensitive in accordance with the above guidelines.

Using the above criteria, the following positions have been classified by the Township of Lower as safety-sensitive:

- Laborer (temporary and full time)
- Equipment Operator
- Diesel Mechanic
- Mechanic
- Mechanic's Helper
- Groundskeeper
- Motor Broom Operator
- Police Officer (all ranks)

Elected officials who are not otherwise classified as employees are not subject to testing under this Policy.

Safety-Sensitive Evaluator

Date

CHANGING VITAL INFORMATION

It is the responsibility of each employee to notify the human resources official and the payroll office promptly, in writing, of any changes of vital information including but not limited to:

- Name Address
- Telephone Number
- Marital Status
- Dependent Children
- Change in status for health care programs Change in status for dental coverage
- Change of beneficiary on pension or life insurance policies Change in tax status for tax withholding purposes
- Persons to notify in case of emergency

Changes may be accomplished by completing and filing an Employee Information Change Form with the human resources official and by completing the necessary insurance and pension forms with the payroll office. When necessary, the payroll office will provide the employee with additional proper forms to change beneficiary, income tax deductions, etc.

EMPLOYEE INFORMATION CHANGE FORM

Employee Name: _____ Department: _____

Indicate the change you are reporting by checking the appropriate line:

- _____ Name
- _____ Address
- _____ Phone Number
- _____ Birth of Child
- _____ Death of Covered Family Member
- _____ Marriage
- _____ Divorce
- _____ Child's Status as Dependent (for tax or insurance coverage benefits)

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

I authorize these changes to be effective _____

Signature of Employee: _____ Date: _____

COMPUTER USE, ELECTRONIC MAIL, AND INTERNET POLICY

The Employer's e-mail, voicemail, computer systems and Internet service are for official Employer business and use for all other non-business purposes during working time is prohibited. "Working time" shall be defined as any time in which the employee is engaged in or required to be performing work tasks for the Employer. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times. This includes, but is in no way limited to, the use of computers or Employer-issued mobile devices, use of social networking, gaming or TV/video.

Note: All e-mail, voicemail, text, and internet messages are official documents subject to the provisions of the Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq.

The Employer operates in an environment where the use of computers, e-mail and the Internet are essential tools for certain employees. Those employees are encouraged to use computers, e-mail and the Internet; however, it is the responsibility of the employee to guarantee that these systems are solely used for business-related purposes during working time, (as defined above) and are used in a proper and lawful manner at all times.

- Employees are advised that all computers owned by the Employer are to be used for business purposes only during working time (as defined above), and that they have no expectation that any information stored on an Employer computer is private. Because e-mail messages are considered as business documents, the Employer expects employees to compose e-mails with the same care as a business letter or internal memo.
- Downloading or misusing software available through the Internet could violate copyright laws or licensing requirements.
- Personal use of any computer during working time (as defined above) is prohibited, unless expressly authorized by the employee's supervisor.
- The Employer reserves the right to block or cancel an employee's access to Internet sites or the Internet as a whole while using business computers or on the Employer's time.
- The e-mail, telephone, and Internet systems, as well as the messages thereon, are the property of the Employer.
- The Employer reserves its right to monitor its computer systems, including but not limited to, e-mail messages, computer files and Internet usage, with or without notice, at any time, at the Employer's discretion. The Employer also reserves the right to access and disclose such communications and recordings to third parties in certain circumstances. Therefore, employees shall have no expectation of privacy in any transmissions made or received using Employer computers or email accounts.
- Employees must be aware that the mere deletion of a file or message may not fully eliminate that file or message from the system.
- The existence of personal access codes, passwords and/or "message delete functions," whether provided by the Employer or generated by the employee, do not restrict or eliminate the Employer's access to any of its electronic systems as the employees shall be on notice that they should not have any expectation of privacy when using these systems.

- Employees shall not share personal access codes or passwords, provide access to an unauthorized user, or access another's e-mail or Internet account without authorization.
- The Employer's network, including its connection to the Internet, is to be solely used for business-related purposes during working time (as defined above). If permission is granted, an employee's personal use of the Employer's computer, e-mail and connection to the Internet shall not interfere with the employee's duties and shall comply with the Employer's policies and all applicable laws.
- Any messages or transmissions sent outside of the organization via e-mail or the Internet will pass through a number of different computer systems, all with different levels of security. Accordingly, employees must not send privileged and/or confidential communications (i.e. Social Security numbers, medical and/or HIPAA protected information, dependent information or other information protected from unlawful disclosure), via e-mail or the Internet unless the message is properly encrypted, and should consider a more secure method of communication for such data.
- Because postings placed on the Internet may display the Employer's address or other Employer-related information, and thus reflect on the Employer, make certain before posting such information that it exhibits the high standards and policies of the Employer. Under no circumstances shall data of a confidential nature (i.e. Social Security numbers, medical and/or HIPAA protected information, dependent information or other information protected from unlawful disclosure) be posted on the Internet.
- If you identify yourself as an employee in any manner on any internet posting or blog, comment on any aspect of the Employer's business or post a link to the Employer, you must include the following disclaimer in an openly visible location: "the views expressed on this post are mine and do not necessarily reflect the views of the Employer or anyone associated/affiliated with the Employer."
- Subscriptions to news groups or mailing lists are permitted only when the subscription is for a work-related purpose and authorized by Employer. Any other subscriptions are prohibited.
- All files downloaded from the Internet, e-mail attachments or the like should be checked for possible viruses. If uncertain whether your virus-checking software is current, you must check with the Employer's Network Administrator before downloading.
- Any "unauthorized use" of e-mail or the Internet is strictly prohibited while at work or while using an Employer computer. "Unauthorized use" includes, but is not limited to: connecting, posting, or downloading obscene, pornographic, violent, sexually suggestive, or discrimination based material; attempting to disable or compromise the security of information contained on the Employer's computer systems; or sending or receiving obscene, violent, harassing, sexual or discrimination based messages. If an employee receives a message that is representative of an "unauthorized use" of the Employer's electronic media from someone outside of the Employer, it is the employee's duty to immediately inform the sender of such materials that he or she must refrain from sending such materials.
- Your Internet postings SHOULD NOT VIOLATE ANY OTHER APPLICABLE EMPLOYER POLICY, including, but not limited to, the following: the Employer's Anti-Harassment and Discrimination Policies.
- Employer business which is conducted by an employee on his or her personal computer or device is subject to this policy and may be subject to the provisions of OPRA.

Any employee who violates this policy shall be subject to disciplinary action, up to and including termination. This policy shall not be construed to restrict employees' rights to share information about their employment

terms and conditions communicate with each other; or engage in other concerted activities for their mutual aid and protection.

Social Network Postings

For purposes of this policy, a social network is defined as a site that uses internet services to allow individuals to construct a profile within that system, define a list of others users with whom they share some connection, and view and access their list of connections and those made by others within that system. The type of network and its design vary from site to site. Examples of the types of internet based social networking activities include: blogging, networking, photo sharing, video sharing, microblogging, podcasting, as well as posting comments on the sites. The absence of, or lack of explicit reference to a specific site or activity does not limit the extent of the application of this provision.

The use of the internet and social networking sites, including but not limited to Snapchat, Facebook, and Twitter, is a popular activity; however, employees must be mindful of the negative impact of inappropriate or unauthorized postings upon the Employer and its relationship with the community. This provision identifies prohibited activities by employees on the internet where posted information is accessible to members of the general public, including, but not limited to, public postings on social networking sites.

Specifically, the Employer reserves the right to investigate postings, private or public, that violate work-place rules, such as the prohibition of sexual harassment and other discriminatory conduct, where such postings lawfully are made available to the Employer by other employees or third parties. Employees should use common sense in all communications, particularly on a website or social networking site accessible to anyone. If you would not be comfortable with your supervisor, coworkers, or the management team reading your words, you should not write them.

Be advised that employees can be disciplined for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by agency employees or any individual who views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment. What you say or post on your site or what is said or posted on your site by others could potentially be grounds for disciplinary action, up to and including termination. However, nothing in this social networking policy is designed to interfere with, restrain, or prevent social media communications during non-working hours by employees engaging in protected concerted activities regarding wages, hours, or other terms and conditions of employment pursuant to the New Jersey Employer-Employee Relations Act or to prevent communications which are protected by the First Amendment freedom of speech clause, unless such communications are made as part of the employees' official job duties.

TELEPHONE AND PERSONAL COMMUNICATION USAGE POLICY

Land-line Telephones. Employer telephones are for official business use only during working time. Charges for all other usage, including personal calls and unauthorized use of such devices, must be reimbursed to the Employer. Working time shall be defined as any time in which the employee is engaged in or required to be performing work tasks for the Employer, and excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times.

Employer-Issued Mobile Phones/Devices. Employer-issued mobile devices may be issued to certain employees in the course of their employment with the Employer. Such Employer-issued devices are the sole and exclusive property of the Employer and are only to be utilized by employees in the course and scope of

their employment during working time (any time in which the employee is engaged in or required to be performing work tasks for the Employer not to include times when employees are properly not engaged in performing work tasks, including break periods and meal times.) Employees will be charged for costs incurred due to their personal use of such devices. Accordingly, the Employer reserves the right to monitor the use of the Employer-issued cell-phones without notice, at any time, and any such data collected from the mobile device equipment is the sole and exclusive property of the Employer to be used for any purpose.

Similarly, the Employer reserves the right to review the manner and use of these mobile devices and physically inspect the equipment at any time with or without notice. Accordingly, the employee shall have no reasonable expectation of privacy in any transmissions made or received using an Employer-issued mobile device.

Employees are expected, at all times, to respect the integrity of the Employer-issued mobile devices and to maintain the equipment in proper working condition. If an employee discovers or recognizes that the mobile device is not in proper working condition, it is the employee's responsibility to bring this fact to the attention of his or her supervisor immediately.

Upon termination of employment or in the instance of an upgrade to the employee's phone or service, the employee must return the Employer-issued device to the Employer.

Prohibited Use of Personal Communication Devices. To alleviate distraction and disruption of regular work routines, personal communication devices are strictly prohibited from use during working time (any time in which the employee is engaged in or required to be performing work tasks for the Employer not to include times when employees are properly not engaged in performing work tasks, including break periods and meal times.) while in work areas, except where the Employer has provided such device(s) to employees for business use, or in case of an emergency (such as illness, accident, and calls of a similar emergent nature).

Employees are prohibited from using their personal communication device to copy and/or upload any, confidential information (i.e. Social Security numbers, medical and/or HIPAA protected information, dependent information or other information protected from unlawful disclosure). Employees must make reasonable efforts to obtain supervisor approval prior to making emergency calls during working time. Personal communication devices are defined as, but not limited to, cellular or two-way phones, text-messaging devices, iPhones, Android-enabled devices, BlackBerrys and pagers.

Other Personal Electronic Devices. Employees are not permitted to utilize electronic devices such as personal laptops, game systems, MP3 players, portable DVD players or any other type of personal entertainment systems while at work.

Violation of this policy may subject an employee to disciplinary action up to and including termination.

CONDUCT OF EMPLOYEES

Employees are expected to conduct themselves in a manner which exhibits a respect for the rights and property of the Employer, fellow employees, and residents. While many of these behaviors are addressed under specific policies, the following list, while not all inclusive, further identifies examples of inappropriate behavior:

- Insubordination or the refusal by an employee to follow management's instructions concerning job-related matters
- Serious breach of discipline
- Neglect of duty
- Incompetency or inefficiency or incapacity

- Fighting or creating a disturbance among fellow employees
- Using obscene, abusive, or threatening language or gestures
- Sleeping on duty
- Use or possession of intoxicants, narcotics or controlled substances without a prescription, being intoxicated or narcotized while on duty
- Absence without leave or failure to report after authorized leave has expired or after such leave has been disapproved or revoked; provided that any regular member or officer of the police department who shall be absent from duty without just cause for a period of five days shall cease to be a member of the police department, as provided by N.J.S.A. 40A:14-122, as amended.
- Using leave for purposes other than for which it was granted
- False statements, misrepresentation, or fraud in application form or any other matter concerning employment
- Chronic or excessive absenteeism
- Disorderly or immoral conduct
- Theft, bribery or unauthorized use or possession of the Employer, co-worker or resident property
- Disregarding safety or security regulations
- Falsifying or otherwise altering Employer records or reports, such as applications for employment, medical reports, production reports, time records, expense accounts, absentee reports, or shipping and receiving records
- Negligence or willful damage to public property or wasteful, unnecessary or unauthorized use of Employer supplies, especially for personal purposes
- Conviction of a crime
- Failure to maintain confidentiality of employer information
- The use or attempted use of one's authority or official influence to control or modify the political action of any employee or engaging in any form of political activity during working hours
- Infringement of policies defined in this manual or failure to comply with departmental rules and regulations
- Rude or disrespectful conduct toward the public
- Failure to maintain workplace and area cleanliness and orderliness
- Smoking where prohibited by ordinance, law or Employer rules
- Improper attire or inappropriate personal appearance
- Engaging in any harassment or discrimination based upon a protected class
- Violation of Employer policies on solicitation or distribution
- Possession of firearms or other weapons on Employer property or while on official business, unless otherwise authorized by the Employer
- Other actions disruptive to the effective, efficient, economical operation of the Employer's affairs
- Conduct unbecoming a public employee. It is important that all employees perform to the best of their abilities at all times.

There will be occasions, however, where employees perform at an unsatisfactory level, violate a policy, or engage in inappropriate behavior. Except as otherwise provided by a collective negotiations agreement or by law, employment may be terminated at-will by the employee or the Employer at any time with or without cause and without following any system of discipline or warnings.

CONFIDENTIALITY OF PERSONNEL RECORDS

The human resources official will ensure that adequate personnel records are maintained for each employee in accordance with applicable Federal and State requirements. These records shall include: dates of appointments, transfers, promotions and terminations, job titles, salaries, commendations, complaints, performance evaluations, disciplinary actions, amount of leave accrued and used, a record of the employee's training and other related matters, and attendance records.

A new employee's employment application, letters of reference, reference verification and any other supporting documents will be included in the personnel file. Confidential medical records are maintained in a separate file.

Personnel records, other than name, title, salary, compensation, dates of service, reason for separation, and information on specific educational or medical qualifications required for employment, are confidential and are available only to the employee, an authorized representative of the employee, and the human resources official. Personnel records may also be available to the Chief Administrative Officer, other members of management, the Employer's legal counsel, and members of the governing body on a need-to-know basis in connection with official duties. Additionally, the Employer will make the records available as required by law.

Employees are entitled to review the contents of their personnel folder, except for reference checks and other information provided to the Employer in the hiring process, but may not review the contents of other employees' personnel file. Employees who want to review their own personnel folder should request an appointment with the human resources official. Employees should provide the Employer with at least twenty-four (24) hours advance notice of his or her need for an appointment to review his or her personnel file. To protect the integrity of the personnel files, the employee will review the personnel file in the presence of the human resources official or his/her designee. Employees will not be permitted to photocopy the contents of their folder, take personnel folders outside of the human resources office or remove any documents from the folder.

Employees whose duties require access to personnel documents or information must maintain their confidentiality. Violators of this confidentiality will be subject to disciplinary action up to and including termination.

CONTAGIOUS/LIFE THREATENING ILLNESS POLICY

The Employer is committed to providing and maintaining a healthy and safety work environment which allows all employees to perform their jobs in a safe and productive manner. The Employer respects the dignity and worth of every employee through its Equal Opportunity Employment statement, which explains its policy and practice with respect to prohibiting discrimination in every phase of employment. The Employer provides support for individual employees who may be facing the trauma of a life-threatening or catastrophic illness. The purpose of this policy is to support the physical and emotional health of all employees, minimize disruptions of productivity and morale caused by the presence of a worker with a life-threatening illness, and demonstrate the Employer's continued commitment to its affirmative action goals related to physically disabled employees.

If an employee has learned that he or she has a contagious or life threatening illness the employee should take all steps to protect further spread of the disease or illness. When appropriate, the employee's Department Head should be notified of any illnesses that may affect the health, safety, and welfare of any co-employee or member of the general public. Employees with such conditions, who are able to meet appropriate standards and whose continued employment does not pose a threat to their own health and safety or that of others, are assured equal employment opportunities and reasonable accommodations in their employment. If an employee is able to work, he or she is expected to be productive. If the individual cannot work, then he or she may be eligible for disability benefits.

Consistent with the concern for employees with life-threatening illness, the Employer offers the following resources through the human resources official:

- 1) Employee education and information on terminal illnesses and specific life-threatening illnesses.
- 2) Referral to agencies and organizations which offer supportive services for life-threatening illnesses.
- 3) Consultation in assisting employees in efficiently managing health, leave and other benefits. The Employer encourages employees who need these resources to contact the human resources official.

DISCIPLINE AND TERMINATION POLICY

Corrective disciplinary action, as appropriate, will be taken against any employee found to be in violation of established procedures. All disciplinary action shall be based upon total concern for the employee, the employee's relationship with his/her fellow workers, the employee's relationship with his/her supervisor, and the best interest of the Employer. Such disciplinary action shall be of a positive, educational and corrective nature, and shall not be used in an abusive or vindictive manner.

Discipline is considered to be major or minor. Major discipline shall include:

- Removal
- Disciplinary demotion
- Suspension of greater than five (5) days

Minor discipline is a formal written reprimand or a suspension or fine of five (5) or less days.

This policy covers non-union employees. It also covers union employees to the extent that their collective bargaining agreements do not cover this subject matter.

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

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

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

Where a suspension is immediate, and is without pay, the employee must first be apprised either orally or in writing regarding the charges, the reason why an immediate suspension is sought, and a general description of the evidence in support of the charges. The employee will be provided an opportunity to respond to the charges before a representative of the Employer. The response may be oral or in writing.

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

- Incompetency, inefficiency or failure to perform duties;
- Insubordination;
- Inability to perform duties;
- Chronic or excessive absenteeism or lateness;
- Conviction of a crime;
- Conduct unbecoming a public employee;
- Neglect of duty;
- Misuse of public property, including motor vehicles;
- Discrimination that affects equal employment opportunity, including sexual harassment;
- Violation of federal regulations concerning drug and alcohol use by and testing of employees who perform functions related to the operation of commercial motor vehicles, and state and local policies issued thereunder;
- 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 Employer, fellow employees, volunteers or visitors;
- Unauthorized absences and/or chronic or excessive absences;
- Fighting on Employer's property at any time;
- Being under the influence of intoxicants (e.g., liquor) or illegal drugs (e.g., cocaine or marijuana) on Employer property and at any time during work hours;
- Failure to report to work on the day or days prior to or following a vacation, holiday and/or

- leave, and/or any other unauthorized day of absence;
- Possession, sale, transfer or use of intoxicants or illegal drugs on Employer property and at any time during work hours;
- Entering the building without permission during non-scheduled work hours;
- Soliciting on Employer 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 for sales of products, such as those from Avon, Amway, etc.;
- Careless waste of materials or abuse of tools, equipment or supplies;
- Deliberate destruction or damage to Employer property or the property of other employees;
- Sleeping on the job;
- Carrying weapons of any kind on Employer premises and/or during work hours, unless carrying a weapon is a function of your job duties;
- Violation of established safety and fire regulations;
- Unauthorized absence from work area, and/or roaming or loitering on the premises, during scheduled work hours;
- Defacing walls, bulletin boards or any other property of the Employer or other employees;
- Unauthorized disclosure of confidential Employer information;
- Gambling on Employer premises;
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Employer 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 Employer rules, procedures, regulations or policies;
- Unauthorized use of computers, Internet, email, voicemail, telephone and cellular phone; and
- Other sufficient cause.

These are mere examples and not an exhaustive list or binding on the Employer. Additionally, the Employer reserves the right to use any and all forms of discipline on a case-by-case basis and is not obligated to use progressive discipline. Employment with the Employer may be terminated at any time with or without cause or reason by the employee or Employer.

DOMESTIC VIOLENCE POLICY

PURPOSE

The purpose of the State of New Jersey Domestic Violence Policy for Public Employers (herein "policy") is to set forth a uniform domestic violence policy for all public employers to adopt in accordance with N.J.S.A. 11A:2-6a. The purpose of this policy is also to encourage employees who are victims of domestic violence, and those impacted by domestic violence, to seek assistance from their human resources officers and provide a standard for human resources officers to follow when responding to employees.

DEFINITIONS

The following terms are defined solely for the purpose of this policy:

Domestic Violence - Acts or threatened acts, that are used by a perpetrator to gain power and control over a current or former spouse, family member, household member, intimate partner, someone the perpetrator dated, or person with whom the perpetrator shares a child in common or anticipates having a child in common if one of the parties is pregnant. Domestic violence includes, but is not limited to the following: physical

violence; injury; intimidation; sexual violence or abuse; emotional and/or psychological intimidation; verbal abuse; threats; harassment; cyber harassment; stalking; economic abuse or control; damaging property to intimidate or attempt to control the behavior of a person in a relationship with the perpetrator; strangulation; or abuse of animals or pets.

Abuser/Perpetrator - An individual who commits or threatens to commit an act of domestic violence, including unwarranted violence against individuals and animals. Other abusive behaviors and forms of violence can include the following: bullying, humiliating, isolating, intimidating, harassing, stalking, or threatening the victim, disturbing someone's peace, or destroying someone's property.

Human Resources Officer (HRO) – An employee of a public employer with a human resources job title, or its equivalent, who is responsible for orienting, training, counseling, and appraising staff. Persons designated by the employer as the primary or secondary contact to assist employees in reporting domestic violence incidents.

Intimate Partner - Partners of any sexual orientation or preference who have been legally married or formerly married to one another, have a child or children in common, or anticipate having a child in common if one party is pregnant. Intimate partner also includes those who live together or have lived together, as well as persons who are dating or have dated in the past.

Temporary Restraining Order (TRO) - A civil court order issued by a judge to protect the life, health or well-being of a victim. TROs can prohibit domestic violence offenders from having contact with victims, either in person or through any means of communication, including third parties. TROs also can prohibit offenders from a victim's home and workplace. A violation of a TRO may be a criminal offense. A TRO will last approximately 10 business days, or until a court holds a hearing to determine if a Final Restraining Order (FRO) is needed. In New Jersey, there is no expiration of a FRO.

Victim - A person who is 18 years of age or older or who is an emancipated minor and who has been subjected to domestic violence by a spouse, former spouse, or any other person who is a present household member or was at any time a household member. A victim of domestic violence is also any person, regardless of age, who has been subjected to domestic violence by one of the following actors: a person with whom the victim has a child in common; a person with whom the victim anticipates having a child in common, if one of the parties is pregnant; and a person with whom the victim has had a dating relationship.

Workplace-Related Incidents - Incidents of domestic violence, sexual violence, dating violence, and stalking, including acts, attempted acts, or threatened acts by or against employees, the families of employees, and/or their property, that imperil the safety, well-being, or productivity of any person associated with a public employee in the State of New Jersey, regardless of whether the act occurred in or outside the organization's physical workplace. An employee is considered to be in the workplace while in or using the resources of the employer. This includes, but is not limited to, facilities, work sites, equipment, vehicles, or while on work-related travel.

PERSONS COVERED BY THIS POLICY

All employees are covered under this policy, including full and part time employees, casual/seasonal employees, interns, volunteers and temporary employees at any workplace location.

RESPONSIBILITY OF EMPLOYERS TO DESIGNATE A HUMAN RESOURCES OFFICER

The Employer hereby designates the following employee as the Primary HRO to assist employees who are victims of domestic violence.

Acting Primary HRO:

Michael Laffey, Township Manager

609-886-2005, ext. 132

Mlaffey@townshipoflower.org

The designated Primary HRO shall have the ability to appoint designated employees for each instance, which may require training on responding to and assisting employees who are domestic violence victims in accordance with this policy.

Managers and supervisors are often aware of circumstances involving an employee who is experiencing domestic violence. Managers and supervisors are required to refer any employee who is experiencing domestic violence or who report witnessing domestic violence to the designated HRO. Managers and supervisors must maintain confidentiality, to the extent possible, and be sensitive, compassionate, and respectful to the needs of persons who are victims of domestic violence.

The name and contact information of the designated HRO will be provided to all employees.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report. For example, if there is any indication a child may also be a victim, reporting is mandatory to the Department of Children and Families, Child Protection and Permanency, under N.J.S.A. 9:6-8.13.

DOMESTIC VIOLENCE REPORTING PROCEDURES

Employees who are victims of domestic violence are encouraged to seek immediate assistance from the Manager. Employees who have information about or witness an act of domestic violence against an employee, are encouraged to report that information to the designated HRO, unless the employee is required to report the domestic violence pursuant to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the employee must so report to the appropriate authority in addition to reporting to the designated HRO. Nothing in this policy shall preclude an employee from contacting 911 in emergency situations. Indeed, HRO shall remind employees to contact 911 if they feel they are in immediate danger.

The designated HRO shall:

- A. Immediately respond to an employee upon request and provide a safe and confidential location to allow the employee to discuss the circumstances surrounding the domestic violence incident and the request for assistance.
- B. Determine whether there is an imminent and emergent need to contact 911 and/or local law enforcement.
- C. Provide the employee with resource information and a confidential telephone line to make necessary calls for services for emergent intervention and supportive services, when appropriate. The HRO or the employee can contact the appropriate Employee Assistance Program to assist with

securing resources and confidential services.

- D. Refer the employee to the provisions and protections of The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act), referenced in this policy.
- E. In cases where domestic violence involved a sexual touching or sexual assault between state employees, the HRO is also required to report the incident to their agency's EEO Officer or Title IX Officer.
- F. If there is a report of sexual assault or abuse, the victim should be offered the services of the Sexual Assault Response Team,
- G. Maintain the confidentiality of the employee and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to this policy.
- H. Upon the employee's consent, the employee may provide the HRO with copies of any TROs, FROs, and/or civil restraint agreements that pertain to restraints in the work place and ensure that security personnel are aware of the names of individuals who are prohibited from appearing at the work location while the employee who sought the restraining order is present. All copies of TROs and FROs shall be maintained in a separate confidential personnel file.

CONFIDENTIALITY POLICY

In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect an employee making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law. Thus, this policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines that impose a duty to report.

This confidentiality policy shall not prevent disclosure where to do so would result in physical harm to any person or jeopardize safety within the workplace. When information must be disclosed to protect the safety of individuals in the workplace, the HRO shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing employee and others and comply with the law. The HRO shall provide advance notice to the employee who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere. The HRO shall also provide the employee with the name and title of the person to whom they intend to provide the employee's statement and shall explain the necessity and purpose regarding the disclosure. For example, if the substance of the disclosure presents a threat to employees, then law enforcement will be alerted immediately.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General Directives and guidelines where mandatory reporting is required by the appointing authority or a specific class of employees.

CONFIDENTIALITY OF EMPLOYEE RECORDS

To ensure confidentiality and accuracy of information, this policy requires the HRO to keep all documents and reports of domestic violence in confidential personnel file separate from the employee's other personnel records. These records shall be considered personnel records and shall not be government records available for public access under the Open Public Records Act. See N.J.S.A. 47:1A-10.

THE NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT

The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1, et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence.

The NJ SAFE Act allows a maximum of 20 days of unpaid leave in one 12-month period, to be used within 12 months following any act of domestic or sexual violence. To be eligible, the employee must have worked at least 1,000 hours during the 12-month period immediately before the act of domestic or sexual violence. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during 20 or more calendar weeks in the current or immediately preceding calendar year. This leave can be taken intermittently in days, but not hours.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19 and N.J.S.A. 30:4-27.6, respectively. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic or sexual violence.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities, for themselves, or a child, parent, spouse, domestic partner, or civil union partner, as they relate to an incident of domestic or sexual violence:

- 1) Seeking medical attention;
- 2) Obtaining services from a victim services organization;
- 3) Obtaining psychological or other counseling;
- 4) Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase safety;
- 5) Seeking legal assistance or remedies to ensure health and safety of the victim; or
- 6) Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

PUBLIC EMPLOYER DOMESTIC VIOLENCE ACTION PLAN

The Employer has developed the following action plan to identify, respond to, and correct employee performance issues that are caused by domestic violence, pursuant to N.J.S.A. 11A:2-6a, and in accordance with the following guidelines:

- A. Designate an HRO with responsibilities pursuant to this policy.
- B. Recognize that an employee may need an accommodation as the employee may experience temporary difficulty fulfilling job responsibilities.
- C. Provide reasonable accommodations to ensure the employee's safety. Reasonable accommodations may include, but are not limited to, the following: implementation of safety measures; transfer or reassignment; modified work schedule; change in work telephone number or work-station location; assistance in documenting the violence occurring in the workplace; an implemented safety procedure, or other accommodation approved by the employer.
- D. Advise the employee of information concerning the NJ SAFE Act; Family and Medical Leave Act (FMLA); or Family Leave Act (FLA); Temporary Disability Insurance (TOI); or Americans with Disabilities Act (ADA); or other reasonable flexible leave options when an employee, or his or her child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in

applicable statutes is a victim of domestic violence.

- E. Commit to adherence to the provisions of the NJ SAFE Act, including that the employer will not retaliate against, terminate, or discipline any employee for reporting information about incidents of domestic violence, as defined in this policy, if the victim provides notice to their Human Resources Office of the status or if the Human Resources Office has reason to believe an employee is a victim of domestic violence.
- F. Advise any employee, who believes he or she has been subjected to adverse action as a result of making a report pursuant to this policy, of the civil right of action under the NJ SAFE ACT. And advise any employee to contact their designated Labor Relations Officer, Conscientious Employees Protection Act (CEPA) Officer and/or Equal Employment Opportunity Officer in the event they believe the adverse action is a violation of their collective bargaining agreement, the Conscientious Employees Protection Act or the New Jersey Law Against Discrimination and corresponding policies.
- G. Employers, their designated HRO, and employees should familiarize themselves with this policy. This policy shall be provided to all employees upon execution and to all new employees upon hiring. Information and resources about domestic violence are encouraged to be placed in visible areas, such as restrooms, cafeterias, breakrooms, and where other resource information is located.

RESOURCES

This policy provides an Appendix listing resources and program information readily available to assist victims of domestic violence. These resources should be provided by the designated HRO to any victim of domestic violence at the time of reporting.

DISTRIBUTION OF POLICY

The Township Manager will be responsible for distributing this policy to employees, volunteers, and other employees identified above.

The Township Manager will be responsible for updating this policy at least annually to reflect circumstances changes in the organization.

The Township Manager will be responsible for monitoring The Civil Service Commission and the Division of Local Government Services in the Department of Community Affairs for modifications thereto, to public employers.

OTHER APPLICABLE REQUIREMENTS

In addition to this policy, the HRO and the public employer's appointing authority must follow all applicable laws, guidelines, standard operating procedures, internal affairs policies, and New Jersey Attorney General Directives and guidelines that impose a duty to report. Additionally, to the extent that the procedures set forth in this policy conflict with collective negotiated agreements or with the Family Educational Rights and Privacy Act (FERPA), the provisions of the negotiated agreements and the provisions of FERPA control.

POLICY MODIFICATION AND REVIEW

A public employer may seek to modify this policy, to create additional protocols to protect victims of domestic violence but may not modify in a way that reduces or compromises the safeguards and processes set out in this policy.

The Civil Service Commission will review and modify this policy periodically and as needed.

POLICY ENFORCEABILITY

The provisions of this policy are intended to be implemented by the Civil Service Commission. These provisions do not create any promises or rights that may be enforced by any persons or entities.

POLICY INQUIRIES & EFFECTIVE DATE

Any questions concerning the interpretation or implementation of this policy shall be addressed to the Chair/Chief Executive Officer of the Civil Service Commission, or their designee. This policy shall be enforceable upon the HRO's completion of training on this policy.

LAYOFF

Pursuant to N.J.A.C. 4A: 8-1.1 the Township may institute layoff actions for economy, efficiency or other related reasons, but will first consider voluntary alternatives. (Seniority, lateral or other re-employment rights for employees in Career Service titles will be determined by the New Jersey Department of Personnel.)

The Township may implement pre-layoff actions in order to lessen the possibility, extent or impact of layoffs. These pre-layoff actions may include but are not limited:

- Instituting temporary hiring or promotion freeze;
- Separating temporary, provisional, and unclassified employees;
- Returning provisional to permanent titles in affected department;
- Reassigning employee;
- Assisting employees with transfers or other jobs.

The Township will post a general notice of a layoff in all affected departments and distribute individual notices of a layoff to affected employees at least forty-five days prior to the effective date of a layoff.

The New Jersey Department of Personnel will advise employees of appeal rights, layoff rights and identify employment opportunities available to the employee based on permanent title and seniority. Layoff rights may include lateral, demotion, and special re-employment rights.

The Township will consult with all affected unions prior to offering any alternatives to employees or initiating any pre-layoff actions.

EMPLOYEE DATING POLICY

The Employer strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information and their ability to influence others.

Procedures.

1. During working time and in working areas, employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.
2. During non-working time, such as lunches, breaks and before and after work periods, employees are not precluded from having appropriate personal conversations in non-work areas as long as their conversations and behaviors could in no way be perceived as offensive or uncomfortable to a reasonable person.
3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on Employer premises, whether during working hours or not.
4. Employees who allow personal relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the Employer disciplinary policy which may include counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.

5. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
6. Supervisors, managers, executives or anyone else in sensitive or influential positions must disclose the existence of any relationship with another coworker that has progressed beyond a platonic friendship. Disclosure may be made to the immediate supervisor or the Department Head. This disclosure will enable the Employer to determine whether any conflict of interest exists because of the relative positions of the individuals involved.
7. Where problems or potential risks are identified, the Employer will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure that the parties involved no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions, financial transactions, etc. are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.
8. In some cases, other measures may be necessary such as transfer to other positions or departments.
9. Refusal of reasonable alternative positions, if available, will be deemed a voluntary resignation.
10. Continued failure to work with the Employer to resolve such a situation in a mutually agreeable fashion may ultimately be deemed insubordination and therefore serve as cause for immediate termination. The organization's disciplinary policy will be consulted to ensure consistency, however, before any such extreme measures are undertaken.
11. The provisions of this policy apply regardless of the sexual orientation of the parties involved.
12. Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.
13. Any employee who feels they have been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make their feelings known to the human resources official or other designated individual.

EMPLOYMENT REFERENCES

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

Employees should not, under any circumstances, provide another individual with information regarding a current or former employee. Any employee, including Department Heads, who receives a request for reference information should forward the request to the human resources official. Generally, unless otherwise required by law, the Employer will only confirm employees' name, title, salary, compensation, dates of service, reason for separation, if applicable, and specific educational or medical qualifications required for employment. The Employer's response to a request for reference information shall be communicated in writing only. The Employer does not honor oral requests for employment references.

A current or former employee may also authorize the Employer to release additional information. Unless otherwise required by law, the Employer will only release additional information if the current or former employee provides authorization, in writing.

ANTI-NEPOTISM POLICY

Nepotism: the practice of giving preferential treatment to family members in areas of employment, including but not limited to: hiring, promotion, transfer, compensation, evaluation and discipline.

The employment of relatives in the same area of the organization may cause serious conflicts and problems with favoritism – or the perception of such – and negatively impact morale. Decisions concerning the employment, evaluation, promotion and compensation of personnel should be based on considerations of individual merit. It is the Township of Lower's policy to hire, promote and transfer employees based on individual merit.

Family members for the purpose of this policy shall include: employee's spouse or ex-spouse, children, step-children, parents, step-parents, siblings, niece or nephew, grandparents, step-grandparents, grandchildren, step-grandchildren, and like relations of the employee's spouse (in-law family members).

Family members shall not directly supervise another Family Member, and shall not be directly supervised by a Family Member.

No employee shall be involved in any part of the process of influencing or controlling the terms and condition of another Family Member's employment including: hiring, evaluation of work performance, establishing or changing work assignments, making recommendations for compensation or salary adjustments, promotions or other personnel decisions.

Township employees conducting interviews for the purpose of hiring a new employee shall inquire of all interviewees or applicants whether the individual has a Family Member that is employed by the Township, along with the name of the Family Member employee. This information shall be utilized to determine if hiring the prospective employee would result in a violation of this policy.

Any pre-existing family relationships between employees of any Township Department that predates this policy shall be exempt under this policy. However, if the existing employment relationship is changed so that the conflict no longer exists, this Policy would apply in future employment decisions affecting employee Family Members.

The Township recognizes that employee Family Member conflicts may arise when one Family Member gains an elected office where another Family Member already is employed. In such cases, the Township Manager may work with the Department where the conflict exists to reduce any real or perceived conflict.

The requirements set forth in this Policy may only be overturned on a case-by-case basis with the approval of the Township Manager, with consent of the Lower Township Council, upon a finding that there would be no adverse impact on the operation of the Township and/or that the greater interests of the Township would be furthered by not following the Policy.

PERFORMANCE EVALUATION

The Employer recognizes that an employee job performance evaluation system is the basis for assisting in employee growth and development. The Employer requires supervisors to conduct performance appraisals to ensure that:

- (1) each employee receives feedback on objectives, accomplishments, strengths, and areas for improvement;
- (2) each employee receives advice from his or her supervisor on ways to improve performance and has the chance to identify with his or her supervisor areas where greater contribution is possible, or where either feels more development would be beneficial; and
- (3) essential information is recorded concerning strengths and weaknesses of all employees in relation to career development, including potential for advancement and suitability for other positions and training.

The performance evaluation provides the vehicle for a dialogue between the employee and the supervisor and ensures shared expectations of the requirements for the employee's job and the employee's performance in the job. Accordingly, the Employer will use a performance review/evaluation system for all employees.

During performance reviews, supervisors will consider, among others:

- Initiative, dependability and effort
- Knowledge of work
- Attitude and willingness
- Quantity and quality of work
- Disciplinary record
- Attendance and tardiness

A copy of an employee performance evaluation shall be maintained in the employee's personnel file.

POLITICAL ACTIVITY

Employees have exactly the same right as any other citizen to join political organizations and participate in political activities, as long as they maintain a clear separation between their official responsibilities and their political affiliations. In accordance with State law, employees are prohibited from engaging in political activities while performing their public duties and from using the Employer's time, supplies or equipment in any political activity. Political activities include, but are not limited to, advocating the election or appointment of any candidate for office, verbally or otherwise, and soliciting funds for campaigns or campaign materials.

Additionally, State law precludes employees from directly or indirectly using their position to control or affect the political action of another person. In accordance with the Hatch Act and Federal regulations, an employee whose principal employment is with a program financed in whole or in part by Federal funds or loans shall not:

- be a candidate for public office in a partisan election. (This provision does not apply to the elected head of an executive department or an individual holding elective office, where that office is the sole employment connection to federally funded programs.)
- use his/her official authority to influence, to interfere with or affect election results or nominations for office.

- directly or indirectly coerce contributions from any employee to support a political party or candidate. See The Hatch Act, 5 U.S.C. § 1501 et seq.

Violations of either State or Federal laws are serious matters and such violations should not be taken lightly. Any employee engaging in such political activities during working hours will be subject to disciplinary action up to and including termination of employment. Employees who engage in political activities during their non-working hours must not represent themselves as spokespersons for the Employer. Employees should report any violation of this policy to their supervisor or Department Head.

SAFETY POLICY

The Employer endeavors to provide a safe and healthy work environment for all employees and shall comply with the requirements of the Public Employees Occupational Safety and Health Act ("PEOSHA"). The Employer is equally concerned about the safety of the public.

Consistent with this policy, employees will receive periodic safety training and will be provided with appropriate safety equipment. Employees are responsible for observing safety rules and using available safety devices including personal protective equipment. Failure to do so constitutes grounds for disciplinary action.

Any occupational or unsafe public condition, practice, procedure or act must be immediately reported to the supervisor or Department Head. Any on-the-job accident or accident involving the Employer's facilities, equipment, or motor vehicles must also be immediately reported to the supervisor or Department Head and the Chief Administrative Officer. Failure to do so constitutes grounds for disciplinary action. Employees are encouraged to discuss safety concerns with supervisory personnel.

SECURITY POLICY

The Employer makes every effort to provide for employees' safety and security while at work. The Employer, however, does not accept responsibility for the protection of employees' personal property. The Employer is not liable for loss or damage to personal property.

The Employer maintains a work environment that is free of illegal drugs, alcohol, unauthorized firearms, explosives, or other improper materials. To this end, the Employer prohibits the possession, transfer, sale, or use of such materials on its premises. The Employer requires the cooperation of all employees in administering this policy. Desks, lockers, other storage devices, and Employer vehicles may be provided for the convenience of employees, but remain the sole property of the Employer. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Employer at any time, either with or without prior notice. The Employer may conduct video surveillance of Employer property to, among other things, identify safety concerns, detect theft, and discourage or prevent acts of harassment and workplace violence. Additionally, the Employer may monitor employee e-mails.

Security is everyone's responsibility. If any employee sees or suspects that an individual is breaching security, it is the employee's responsibility to notify his or her supervisor or Department Head immediately. In the event a serious incident occurs, employees must report it to their Department Head promptly. The following are examples of serious incidents that should be reported immediately:

1. Any accident which results in the injury of a third party while on the premises.
2. Any incident in which physical force is either used by or against an employee.

3. Any incident which involves a crime, or an attempt to commit a crime, such as robbery or the theft of money.
4. Any incident in which a serious unfavorable reaction from the public might be expected.
5. The loss of Employer keys.
6. Any other incident, which an employee believes is of a nature that it should be brought to the attention of the Department Head without delay.

Employees are encouraged to make any reports, in writing, so that they may be properly addressed by the Employer.

STATE RESIDENCY REQUIREMENT

Every employee shall have his/her principal place of residence in the State of New Jersey. New hires shall have one year from the time of taking office, employment or position to satisfy the requirement of principal residency. Failure to satisfy this requirement shall render the employee unqualified for holding office, employment or position with the Employer.

If, however, an employee holds an office, employment, or position with the Employer as of Sept. 1, of 2011 (the effective date of P.L.2011, c.70), but does not have his or her principal residence in this State on that effective date, he/she will not be subject to the residency requirement while that employee continues to hold office, employment, or position without a break in public service of greater than seven (7) days.

POLICY FOR USE OF EMPLOYER VEHICLES (NON-LAW ENFORCEMENT)

The Employer owns and maintains a fleet of vehicles ("Employer Vehicles") that are used in furtherance of the business of the Employer. The following policy governs the use of all Employer Vehicles (with the exception of vehicles utilized for law enforcement purposes), and supersedes all other vehicle policies previously in effect. Any employee violating the provisions contained herein will be subject to disciplinary action, up to and including termination, in accordance with applicable laws and regulations. Violations of this policy may also result in the denial of indemnification and/or defense by the Employer to the employee in any civil or criminal matter brought in any Court arising from improper use of an Employer vehicle. The Employer also expressly reserves its right to seek indemnification and/or contribution from employees (including their personal automobile insurance policies) found to have acted in violation of this policy to the maximum extent permitted by law. Personal use of Township vehicles is strictly prohibited.

Driving Privileges and Licensure. The use of an Employer Vehicle by an employee is subject to the approval and discretion of the Chief Administrative Officer. Any employee operating an Employer Vehicle must have, in his or her possession, a valid driver's license issued by a state regulatory body within the United States. Licenses issued by any territory or possession of the United States, the District of Columbia, or any international agency (including any province of the Dominion of Canada) must be expressly approved by the Employer's insurance carrier before an employee will be permitted to operate an Employer Vehicle.

A. Employees are required to file a copy of a valid driver's license with the Employer prior to the use of an Employer Vehicle.

1. Upon request, an employee must provide a copy of their driver's license or other required documents within twenty-four (24) hours of said request.

2. Employees shall inform the Employer within twenty-four (24) hours of any changes in the status of their driving privileges.

3. Failure to comply with the requirements of this section will result in an immediate suspension of an employee's privilege to operate an Employer vehicle and may also result in the denial of indemnification and/or defense by the Employer to the employee in any civil or criminal matter brought in any Court arising from the use of an Employer vehicle while said employee's driving privileges were suspended or revoked.

B. The Employer reserves the right to obtain a driving abstract record from the New Jersey Motor Vehicle Service Commission or other regulatory and law enforcement agencies.

1. The Employer reserves the right to suspend an employee's Employer driving privileges if the Employer deems necessary based on the employee's driving record.

2. The Employer shall utilize information obtained pursuant to this section only for the purposes of furthering the objectives of this Policy and for no other reason, and will not reveal personal or other information contained in an employee's driving abstract record to any party except where required by applicable law.

C. The Employer occasionally offers safe driving courses and reserves the right to compel employee attendance at such courses.

D. If requested by the Chief Administrative Officer or human resources official, the employee must agree to consent to a simulated road test to determine his/her fitness to safely operate a vehicle.

E. In the event that the employee is under the influence of any medication (prescribed or over-the-counter) that might impair his/her ability to safely operate a vehicle, he/she must refrain from driving until he/she notifies the Employer and await clearance to resume driving.

Official Use Only. The use of Employer Vehicles is restricted to official Employer business only. Employees shall not be permitted to use Employer vehicles for travel or activity unrelated to Employer business. Likewise, no supervisor may authorize such use or any use of an Employer Vehicle for other than Employer business or use which is otherwise inconsistent with this policy.

Employer Vehicles assigned to employees under this policy are to be operated only by the employee while acting within the scope of their employment. No employee shall authorize or permit any other non-Employer employee, including but not limited to family members of the employee, to operate or ride as a passenger in an assigned Employer Vehicle, unless said passengers are assisting in the official business of the Employer.

Accidents and Incidents. Prior to operation of any Employer vehicle, employees must consult their Department Head as to the appropriate steps to take if they become involved in an accident (filling out accident reports, obtaining witness names, etc.)

A. In the event of an incident or accident involving the use of an Employer Vehicle, employees must immediately contact their supervisor and/or Department Head. All required reports and documentation must be submitted to the Chief Administrative Officer within two (2) business days of receipt.

B. An employee may be required to submit to an alcohol or drug screening test following an accident or incident if there is a reasonable suspicion to believe that the employee's use of drugs or alcohol may

have contributed to the cause of the accident or as otherwise required by law or other policy of the Employer.

Citations and Violations. Operators of Employer Vehicles are expected to follow all laws, regulations and rules proscribed by the Motor Vehicle Commission. Drivers are responsible for paying any moving violation tickets and MUST notify the Employer of said violations within forty-eight (48) hours of receipt of said ticket (regardless of the employee's decision to contest such ticket in municipal court). Drivers are responsible for paying all parking tickets incurred. The Employer should be notified of the receipt of a parking ticket within 48 hours of receipt of said ticket.

Drivers are responsible for all "Notice of Delinquent Toll Payment Violations" (including but not limited to EZ-Pass). Upon having been notified of said violation, either by direct mail or notice from the Employer, an employee shall, within ten (10) business days of such notice, provide acceptable proof to the Employer that the outstanding toll and any related fees have been paid.

General Policies and Procedures. Employees authorized to use an Employer Vehicle for official business must adhere to the policies and procedures set forth in this Policy. Failure to comply with the provisions below will result in a loss of privileges:

- A. Drivers must ensure that all required documents (driver's license, LD. badge/card, registration, insurance card) are in their possession while operating the vehicle. Vehicle registration and insurance cards should be kept in a locked compartment of the vehicle when not in use.
- B. Employees assigned exclusive use of an Employer Vehicle are responsible for scheduling all repairs and manufacturer recommended maintenance with the Employer, in order to maintain all manufacturers' warranties (including routine oil changes).
- C. Vehicles are to be kept clean at all times, and should be washed and vacuumed regularly (unless prohibited by the New Jersey Department of Environmental Protection or other similar regulatory body).
- D. No smoking is allowed in Employer Vehicles at any time.
- E. In accordance with N.J.S.A. 39:4-97.3 and any other applicable statutes and regulations, the use of hand-held phones or electronic devices (BlackBerry, navigation systems, etc...) while driving Employer Vehicles is prohibited. This prohibition includes the sending or reading of e-mails, text messages and other similar communications.
- F. All occupants must wear seat belts at all times when the vehicle is in use and observe all road safe rules and regulations, such as "Wipers On, Lights On."
- G. Employees are expected to operate vehicles in a safe and courteous manner at all times and are expressly reminded to avoid tailgating or other unsafe practices.
- H. Employees are reminded of the risks inherent from driving while drowsy. In the event that a driver becomes tired while operating a vehicle, they should pull off the road and seek appropriate assistance.

Violation of this policy may result in disciplinary action up to and including the suspension of the employee's privilege to operate an Employer Vehicle and/or termination.

1. Purpose: To establish guidelines and procedures for transitional duty work assignments to employees who are recovering and recuperating from a work-related injury or illness, with temporary physical work restrictions or limitations, as diagnosed by a treating physician. Transitional duty assignments are temporary in nature.

2. Policy and Benefits: According to a report authored by the American College of Occupational and Environmental Medicine, unnecessary, prolonged work absence can cause significant harm to a worker's well-being. Workers who are on extended disability often lose social relationships with co-workers, as well as the self-respect and self-esteem that comes from earning a living. For many workers, their job is part of their identity, and being kept away by illness or injury is a very stressful experience. By allowing a more accelerated return to work and more significant support during recovery, transitional duty programs can help employees reduce the stress and disruption that injuries or illness cause in their daily lives, leading to better recovery. Transitional Duty programs offer time-limited, modified and meaningful work assignments to employees who, due to an on the job injury or illness, have been rendered temporarily incapable of meeting the physical demands of their usual duties. These assignments are modified to accommodate the physical limitations imposed by injury or illness, as determined by medical professionals involved in the care of the worker.

The Employer is committed to providing opportunities for employees who have been injured on the job to return to the workforce as soon as possible. The Employer views the Transitional Duty Program as a partnership with the employees who have been injured, with the sole objective of enhancing the recovery of employees to facilitate their return to work in their previous position as soon as possible.

The Employer will make every effort on a case by case basis to accommodate an employee under the Americans with Disabilities Act (ADA) absent an undue hardship by the Employer.

Benefits of an effective transitional duty program include:

- Greater control and monitoring of worker's compensation claims, and an increased chance for a positive resolution of those claims.
- Retaining the services of trained and valuable employees.
- Avoidance of replacement and training costs of hiring a new employee.
- Faster recovery by injured employees, both physically and psychologically.
- Discouragement of fraudulent claims.
- Enhancement of employee morale.
- Compliance with the Americans with Disabilities Act (ADA) by accommodating disabilities and avoiding costly and unnecessary lawsuits.
- Identification of cross-training opportunities.
- Enhanced awareness of safe work practices and injury prevention.

3. Definitions:

Americans with Disabilities Act (ADA): Federal legislation passed in 1990 that prohibits discrimination against people with disabilities. The ADA makes it unlawful to discriminate against a disabled person in terms of employment opportunities, access to transportation, public accommodations, communications, and government activities. The law prohibits state and local governments from discriminating against the disabled. Employers are required to make reasonable accommodations in order for a disabled person to perform their job function.

Fair Labor Standards Act (FLSA): Federal legislation enacted in 1938, and subsequently amended, setting forth the standards for minimum wage requirements, overtime payments, necessary recordkeeping provisions, and child labor in the U.S., which affect those employees working both on a full- time and part-time basis in the federal, state, and local government as well.

Functional Capacity Evaluation (FCE): A series of tests used to evaluate an injured employee's work-related physical abilities. A functional capacity evaluation is designed to be safe and to provide impartial information about an injury or illness. The tests in an FCE are performed by an evaluator certified to conduct these examinations.

Injured Worker (IW): An employee (including persons on probationary, regular, casual or temporary status) of the Employer who, due to an on the job injury or illness, has been rendered temporarily incapable of meeting the physical demands of their usual duties

Job Bank: A listing of the job assignments available to injured employees under the Transitional Duty Program compiled, update and maintained by, the Transitional Duty Coordinator. The assignments may be in ANY department of the Employer, and not necessarily in the department where the injured employee works typically.

Maximum Medical Improvement (MMI): The point at which the Treating Physician determines that (1) the condition resulting from the injury or illness is stable, (2) additional medical treatment or physical therapy will not improve the patient's condition or (3) the patient has reached the medical plateau of recovery.

Meaningful Work: Work assigned under the transitional duty program which in the judgment of the Employer, has a serious, meaningful or useful quality and purpose. A written description of the work to be performed and the expected outcome shall be provided to each employee assigned meaningful work.

Nurse Case Manager (NCM): The medical professional assigned to each worker's compensation case who, along with the Treating Physician, works with the employee and the Employer in directing the care of the injured employee.

Transitional Duty Assignment: A temporary work assignment that does not exceed an employee's medical work restrictions during a period of recovery from a work-related injury or illness. A transitional duty assignment does not evolve at any time into a permanent position, and the injured employee is returned to work on a regular full-time basis as soon as possible.

Transitional Duty Program Coordinator (TDC): An employee of the Employer who has been duly assigned the responsibility of managing and directing the Transitional Duty Program by the Chief Administrative Officer or governing body of the Employer.

Treating Physician (TPJ): The authorized medical professional assigned to each worker's compensation case by the Employer's insurance professionals who, along with the Nurse Case Manager, works with the employee and the Employer in directing the care of the injured employee. The Treating Physician is ultimately responsible for recommending an injured employee's ability to return to work under the transitional duty policy, and what restrictions should be imposed.

4. Transitional Duty Program Guidelines:

The Employer has established the following guidelines for the Transitional Duty Program:

- a. Transitional Duty assignments are temporary in nature, and made at the sole discretion of the Employer Transitional Duty Coordinator (TDC).
- b. In order for transitional duty to be offered to an employee, the employee must be qualified to perform the transitional duty assignment. If the employee is not qualified to perform the assignment (or cannot be trained by the Employer to perform the assignment), the transitional duty assignment may be refused by the Employer.
- c. Transitional Duty is **temporary**, lasting no more than 90 calendar days. This time frame may be extended at the sole discretion of the Employer Transitional Duty Coordinator (TDC). **(NOTE: THE TYPICAL RANGE IS FROM 45 TO 90 DAYS FOR THE INITIAL ASSIGNMENT, WHICH MAY BE EXTENDED)**
- d. All employees who are receiving Workers' Compensation indemnity payments and working Transitional Duty assignments must follow the restrictions imposed by the Treating Physician (TP) while engaging in all activities. **PLEASE NOTE:** *It is recommended that local units seek the advice of their municipal attorney or labor counsel prior to seeking to bar injured workers who are receiving indemnity payments from engaging in outside employment.*
- e. The Transitional Duty policy does not affect the rights and privileges of employees under the provisions of the, Fair Labor Standards Act OR Americans with Disabilities Act or other federal or state law or regulations.
- f. Refusal of a transitional duty assignment may adversely affect the employee's worker's compensation temporary disability benefits.
- g. As long as the assignment involves "meaningful work" (as defined herein), and it falls within the physical restrictions established by the medical professionals, the employees may be assigned transitional duty work in ANY department of the Employer.
- h. Employees shall follow the policy of the Employer regarding time off to attend medical appointments and physical therapy sessions which have been scheduled by the Nurse Case Manager. However, the employee is responsible for notifying the Employer when they are unable to report to their transitional duty assignment due to a scheduled medical appointment.
- i. Transitional duty assignments are not guaranteed. Each assignment is reviewed on a case by case basis in accordance with the procedure set forth herein.
- j. The Employer reserves the right at any time to request a functional capacity evaluation (FCE) of the injured employee to determine their fitness for assignment.
- k. Employees will be paid in accordance with applicable policies, salary ordinances, and collective bargaining agreements while on Transitional Duty. Employees participating in Transitional Duty assignments shall receive the full salary as long as they are working a full work day. **(NOTE: THE EMPLOYER WILL DETERMINE IF THIS PROVISION IS APPLICABLE. TYPICALLY, THE EMPLOYER WILL PAY THE INJURED WORKER THE BALANCE OF HIS/HER FULL SALARY, LESS THE AMOUNT OF TEMPORARY TOTAL DISABILITY BENEFITS PAID IF THE WORKER**

PARTICIPATES IN THE TD PROGRAM.) All overtime assignments must be approved in advance by the department head, and must be in accordance with the transitional duty assignment and limitations set forth by the Treating Physician.

1. The employee's time card or work hours shall be maintained by the department to which the employee is regularly assigned.

5. Creation of the Job Bank:

In order to set up the "Job Bank," the Transitional Duty Coordinator (TDC) will contact all of the department heads in Employer, and encourage each to fill out the Form found in the Appendix entitled, "Possible Transitional Duty Assignments." Based on the input from Department Heads, the TDC will establish a "Job Bank," which will be used for the assignments under the Transitional Duty program. The TDC will update the Job Bank assignments as frequently as necessary. In addition, the TDC will collaborate with the Nurse Case Manager assigned to the Employer, and formulate brief job descriptions for each of the assignments, including any medical restrictions that may be accommodated (i.e. standing, sitting, lifting, driving, bending, etc.).

6. Transitional Duty Program Procedure:

Transitional duty assignments are the collective responsibility of the employer, (specifically the Transitional Duty Coordinator), along with the Claims Administrator, Treating Physician and Nurse Case Manager. The Transitional Duty Coordinator shall pay particular attention to the following:

- The TDC will make assignments with the goal of returning the employee to full duty as soon as possible. This may require the adjustment or modification of duties in the assignment as the employee's medical condition progresses (or regresses).
- The TDC shall maintain the confidentiality of all medical information related to the transitional duty assignments. Only individuals with an administrative "Need to Know" shall be included in discussions on transitional duty.
- The TDC shall contact upper management and the Claims Administrator if he or she becomes aware that an injured employee may have permanent medical restrictions. Permanent restrictions must be treated differently than temporary restrictions, and must be evaluated in accordance with possible implications under the Americans with Disabilities Act (ADA).

The Transitional Duty assignment process is as follows:

A. An initial medical assessment of the injured employee is completed by the Treating Physician in order to determine (1) the work restrictions imposed, and (2) the estimated duration of the recovery period. The results of the written medical assessment are provided to the Nurse Case Manager for review. The Nurse Case Manager will consult the Treating Physician if any clarification is necessary. The Employer will maintain an updated copy of all job descriptions and will forward job descriptions to the Nurse Case Manager for review as part of the assessment process.

B. The NCM will contact the TDC to discuss the results of the initial medical assessment, and whether or not the injured employee is a candidate for a Temporary Duty assignment, and, if so, what Temporary Duty assignments are available. The TDC will consider the employee's skills, knowledge, abilities, risks (if any) to the motoring public or other employees, in addition to the physical limitations set forth by the TP. The following skills may be necessary to participate in a transitional duty assignment:

- a. Sit or stand for some tasks
- b. Understand and follow directions and procedures
- c. Accept direction and function cooperatively
- d. Communicate effectively and coherently using telephone, or when initiating or responding to verbal communication
- e. Read and understand documents
- f. Exercise independent judgment.

If the injured employee is not a candidate for an assignment, the NCM will review the case after each medical appointment with the Treating Physician to determine if the injured worker's status has changed, and if so, the NCM will contact the TDC.

It is extremely important for the TDC to communicate with the NCM regarding the employee's disposition relative to a Temporary Duty assignment.

C. If a work assignment is available, prior to an assignment, the injured worker will meet with the TDC to go over the work assignment, what the expectations are, and any other concerns the injured worker may have. If necessary, the TDC shall arrange for training for the IW. During that meeting, the IW will be given the ***Letter Offering Transitional Duty Assignment***. The IW will be asked to sign the letter acknowledging his/her acceptance OR rejection of the work assignment. If the IW declines the assignment, he/she will be directed to state the reasons in writing on the letter, and the TDC shall notify the IW that failure to accept the TD assignment may adversely affect his/her ability to collect worker s' compensation temporary disability benefits. If the injured worker's objection is based on a disagreement with the Treating Physician's or Nurse Case Manager's work-related restrictions, the TDC shall discuss the case with the NCM and, if necessary the TP, prior to making a final decision. The decision of the TDC will be final, and shall be communicated to the IW and NCM.

D. The TDC will review ALL assignments in 14 day intervals, and, if necessary meet with the injured worker. The NCM shall update the TDC on the employee's medical status after each medical visit. If it appears as if the IW will not be able to return to work after the initial ***60 to 90 day (NOTE: CHOICE OF THE EMPLOYER) limit***, the TDC will consult with the NCM, and, if necessary, the TP, to determine whether the assignment should be continued until the employee reaches maximum medical improvement (MMI) OR until the employee can return to work to his/her former position without restrictions.

CONFLICT OF INTEREST POLICY

Employees including Township officials must conduct business according to the highest ethical standards of public service. Employees are expected to devote their best efforts to the interests of the Township. Violations of this policy will result in appropriate discipline including termination.

The Township recognizes the right of employees to engage in outside activities that are private nature and unrelated to Township business. However, business dealings that appear to create a conflict between the employee and the Township's interests are unlawful under the New Jersey Local Government Ethics Act. Under the Act, certain employees and officials are required to annually file with the Township Clerk a state mandated disclosure form. The Township Clerk will notify employees and Township officials subject to the filing requirements of the Act.

A potential or actual conflict of interest occurs whenever an employee including a Township official is in a position to influence a Township decision that may result in a personal gain for the employee or an immediate relative including a spouse or significant other, child, parent, stepchild, sibling, grandparents, daughter-in-law,

son-in-law, grandchildren, niece, nephew, uncle, aunt, or any person related by blood or marriage residing in an employee's household. Employees are required to disclose possible conflicts so that the Township may assess and prevent potential conflicts. If there are any questions whether an action or proposed course of conduct would create a conflict of interest, immediately contact the Manager or the Township Solicitor to obtain clarification.

Employees are allowed to hold outside employment as long as it does not interfere with their Township responsibilities. Employees are prohibited from engaging in outside employment activities while on the job or using Township time, supplies or equipment in the outside employment activities. The Manager may request employees to restrict outside employment if the quality of Township work diminishes. Any employees who holds an interest in, or is employed by, any business doing business with the Township must submit a written notice of these outside interests to the Manager.

Employees may not accept donations, gratuities, contributions or gifts that could be interpreted to affect their Township duties. Under no circumstances accept donations, gratuities, contributions or gifts from a vendor doing business with or seeking to do business with the Township or any person or firm seeking to influence Township decisions. Meals and other entertainment valued in excess of \$5.00 are also prohibited. Employees are required to report to the Manager any offer of a donation, gratuity, contribution or gift including meals and entertainment that is in violation of this policy.

JOB DESCRIPTION POLICY

A job description including qualifications shall be maintained for each position pursuant to New Jersey Department of Personnel guidelines. Job titles are based on job qualifications, level of responsibility, difficulty, working conditions, skill, hazard, and amount of supervision required for the specific job title. Job specifications are used to describe examples of work for a particular title that are for illustrative purposes only and include a descriptive summary of duties and responsibilities of the position.

Job specifications are distributed to new employees or whenever there is a change in title. Since the job specifications do not describe all duties performed, assignments of specific duties are the responsibility of the supervisor. Copies of job specifications are available upon request

NO SMOKING POLICY

The New Jersey Legislature has declared that in all governmental buildings the rights of non- smokers to breathe clean air supersedes the rights of smokers. In accordance with State law, the Township has adopted a smoke-free policy for all buildings. Township facilities shall be smoke- free and no employee or visitor will be permitted to smoke anywhere in Township buildings. Employees are permitted to smoke only outside Township buildings and such locations as not to allow the re-entry of smoke into building entrances. Smoking inside vehicles owned by the Township and near equipment that may be sensitive to smoke is also prohibited. This policy shall be strictly enforced and any employee found in violation will be subject to disciplinary action.

VIDEO SURVEILLANCE

The Township may install video surveillance camera systems within public buildings and throughout public areas within the Township, primarily as visual deterrents of criminal behavior and for the protection of employees and municipal assets. In implementing these video camera systems, the Township will ensure compliance with federal, state and local laws governing such usage.

The Township's video surveillance camera systems are a significant tool to which the employees of the Township will avail themselves in order to complete the goals and objectives of the Township. Employees are only permitted to use the video surveillance camera systems for a legitimate purpose and with proper authorization. The Manager's designee will be responsible for authorization of users. The improper use of these systems can result in discipline up to and including termination.

No employee is permitted to view, continually watch, search, copy or otherwise use one of the Township's video surveillance camera systems or tamper with access, archive, alter, add to, or make copies of any data that has been recorded and stored within any of these systems without a specific legitimate purpose and (2) permission from the Township Manager.

The Manager shall designate a person to be responsible for the maintenance and administration of the video surveillance camera system. Such designee will be responsible for maintaining a user access log detailing the date and name of individuals who view/access a stored recording.

Any employee who becomes aware of any unauthorized disclosure of a video record in a contravention of this policy and/or a potential privacy breach has the responsibility to ensure that the Township Manager is immediately informed of such breach.

The bulletin boards located in the Township administrative building and other facilities are intended for official notices regarding policies, procedures, meetings and special events. Only personnel authorized by the Manager may post, remove, or alter any notice.

EMPLOYMENT APPLICATION FORM POLICY

The Township will provide a standardize employment application to be utilized for all job applicants. The Township considers applicants for all positions without regard to race, color, religion, creed, gender national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status.

The Township relies upon the accuracy of information contained in the employment application. A Background check is mandatory upon offer of employment for all positions. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

TRAINING/EDUCATION/TRAVEL REIMBURSEMENT

The Township will provide training to all employees in the proper use and safety of any equipment required in the performance of job duties. The Township encourages employees to attend seminars, conferences and courses providing information and instruction relative to the performance of duties including administrative and statutory requirements. The employee must receive approval from the department head prior to submitting an application to attend any aforementioned program. The "Seminar/Conference Request" form must be submitted prior to commitment. Said form must be approved by the Department Head and the Township Manager

The Township will pay for the cost of approved program fees subject to available budget appropriations. Use of a Township vehicle for transportation to an approved program is allowed, with prior approval. Reimbursement for travel expense is available for the following:

- Mileage - when personal vehicle is used, at the current IRS rate, with mileage worksheet
- Tolls - amount paid, with receipt
- Parking - amount paid, with receipt
- Meals - up to the following amounts:

- \$ 7.00 breakfast, with detailed receipt -for classes which require overnight accommodations only.
- \$ 10.00 lunch, with detailed receipt -
- \$ 17.00 dinner, with detailed receipt – when class is scheduled for 8 hours or more out of County for classes which require overnight accommodations only

Overnight accommodations may be reimbursed in certain circumstances, with prior approval from the Township Manager. All reimbursements are subject to available budget appropriations and prior approval from the department head.

Payment to eligible employees for approved college credits is covered in the collective bargaining agreement(s), if applicable.

Township sponsored and required training shall generally be arranged during regularly scheduled work hours. A department head may change the standard work hours to accommodate or require attendance at such training activities.

Such required training shall be recorded as "training" time worked.

When Training for a certification or other training in addition to required training, at a college or certified training facility that requires payment for said training, it shall be the responsibility of the Township Employee receiving the training to complete the course with a passing grade. If the employee does not receive a passing grade, it is the responsibility of the employee to reimburse the Township for all costs associated with the training unless their direct Supervisor and the Township Manager have agreed to an exception. (10/01/2007)

For training/educational programs that are sponsored by someone other than the Township, an application is submitted to the department head for approval. It is the responsibility of the department head to determine adequate budget appropriations, personnel scheduling and appropriateness of program content when authorizing application. If application is approved, a requisition is submitted by the department head to appropriate the funds necessary to pay program fees. The purchase order is signed by the Treasurer and the Township Manager and returned to the department. The application may then be sent to the appropriate vendor.

The Township will permit employees attending authorized training/educational programs to count those hours as "training" time worked.

If overtime is earned due to training, the employee should notify the department head as soon as possible. Every effort should be made to use the time earned prior to the end of that pay period.

For reimbursement of travel expenses, submit a completed reimbursement worksheet signed by the department head along with receipts and a completed requisition.

RESIGNATION POLICY

An employee who intends to resign must notify the Department Head in writing at least two weeks in advance. After giving notice of resignation, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. During the last two weeks, the employee may not use paid time off except paid holidays. The payroll department will prepare an Employee Action form showing any pay or other money owed the employee. The Manager or his/her designee will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys and

equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

RETIREMENT POLICY

Under State law, all employees must enroll in the New Jersey Public Retirement System, DCRP or the Police and Fire Fighters Retirement System as applicable. The employee's contribution to the Plan will be deducted from the employee's pay. An employee who has completed the required number of years and who has reached the required age under the Plan may retire by notifying the Department Head in writing. The State retirement plans request six months advance notice to process the application. After giving notice of retirement, employees are expected to assist their supervisor and co-employees by providing information concerning their current projects and help in the training of a replacement. The Payroll Department will prepare an Employee Action form showing any pay or other money owed the employee. The Township Manager, or his designee, will conduct a confidential exit interview to discuss benefits including COBRA options, appropriate retirement issues and pay due. A COBRA notification letter will be sent to the employee's home address. The exit interview will also include an open discussion with the employee. On the last day of work, and prior to receiving the final paycheck, the employee must return the Employee Identification Card, all keys and equipment. At this time, the employee will sign the termination memo designating all money owed and this memo will be retained in the official personnel file.

OPEN PUBLIC MEETINGS ACT PROCEDURE CONCERNING PERSONNEL MATTERS (RICE NOTICE)

Discussions by the governing body of the Township of Lower concerning appointment, termination, terms and conditions of employment, performance evaluation, promotion or discipline of any current or prospective officer or employee shall be in closed session unless the individual requests in writing that the discussion be held in open session. Such request must be granted. Prior to the discussion by the governing body of the Township of Lower concerning such matters, the Clerk shall notify the affected person(s) of the meeting date, time and place, the matters to be discussed and the person's right to request that the discussion occur in open session. In the event more than one person is affected by the discussion and one of the affected persons does not request that the discussion be in open session, then the discussion shall be in closed session. If the individual(s) does not request that the discussion be held in open session, the governing body of the Township of Lower may at its sole discretion invite the affected individual(s) to attend the applicable portion of the closed session.

TOWNSHIP OF LOWER
NOTICE OF PERSONNEL DISCUSSION

RICE NOTICE

To:

Address:

This is to notify you, pursuant to the Open Public Meeting Act, that the (body name) plans to discuss the subject matter(s) checked below relating to your employment.

- Application for Employment
- Promotion or Transfer
- Compensation
- Performance Evaluation
- Special Leave Request
- Grievance
- Discipline
- Possible Termination
- Other(Specify): _____

The discussion will take place at the following meeting(s):

Date of Meeting(s): _____

Time: _____

Location: _____

The discussion will be in closed session, not open to the public, unless before the meeting the Township, the Township Clerk receives a request, in writing, in which you ask that the discussion be held in public. If the discussion will affect other employees or potential employees, it may be closed to the public unless all such affected persons submit such signed requests. You are not required to attend this meeting.

Notice Date: _____

Signed: _____ Date: _____

INITIAL EMPLOYMENT PERIOD PROCEDURE

Except where State Requirements direct otherwise, new employees (or present employees transferring to new positions) will be hired subject to a three month working (provisional) test period specified in the Employee Evaluation Policy. The working test period shall begin on the date of regular employment. During the working test period, an employee shall perform the duties of the title for which appointment was made with training and guidance from the supervisor. At the end of the working test period, the supervisor will conduct an employee evaluation. New employees may be discharged at any time during this period if the Township Manager concludes that the employee is not progressing or performing satisfactorily.

LIGHTNING AWARENESS SAFETY PROGRAM

Purpose

To reduce the risks of outdoor employees to lightning exposure while working in the field. Jobsite safety and that of the employees of the Township of Lower are addressed through education, affirmative weather planning, and the active use of available weather monitoring technology and devices.

Scope

This written program identifies policies and practices that apply to all employees and all facilities owned or operated by the Township of Lower, with a special focus on outdoor workers.

Training

Lightning Safety awareness training will be provided within two weeks of the date of hire for all outdoor personnel and must be repeated if there are any changes to the workplace, methods, technology, or devices.

In the absence of a triggered mandatory update training, refresher training in lightning safety shall occur annually at the end of the first quarter of the calendar year to coincide with the historic high lightning incidence summer months.

Initial and refresher training in lightning Safety is mandated for all job assignments with primary outdoor job functions to include all directly ascending organizational chart supervisory levels of outdoor employees.

Policies and Practices

Personnel will continue to use their senses and will take cover whenever lightning and or thunder is observed.

Sensors are a supplement to personal visual and auditory observations as the initial geographic lightning strike in each area cannot be predicted by any available technology.

Crew leader and/or individual shall check the daily weather forecast for lightning and note the time of the forecast.

Crew leader and/ or individual shall anticipate forecast weather and determine a plan to seek cover in advance.

The Crew leader and/or individual will use the smartphone lightning app set at a 10-mile radius. Crews will use the vehicle mounted device when present, in all excavating equipment set at a 10- mile radius.

Work shall resume 30 minutes after the last lightning strike warning within a 10-mile radius.

For further information, please refer to the Lightning Awareness Safety Program.

EMERGENCY ACTION & FIRE PREVENTION PLAN

Purpose

New Jersey public employee occupational safety and health (PEOSH) requires each facility to maintain an Emergency Action Plan (EAP) under 40CFR 1910.38. This EAP must be in writing and must at a minimum, contain the following:

- Procedures for reporting a fire or other emergency.
- Procedures for emergency evacuation, including type of evacuation and exit route assignment.
- Procedures to be followed by employees who remain to operate critical plant operations before they evacuate.
- Procedures to account for all employees after evacuation.
- Procedures to be followed by employees performing rescue or medical duties
- The name or job title of every employee who may be contacted by employees who need more information about the plan or an explanation of their duties under the plan.

Employees will be instructed in evacuation procedures and of the provisions if this emergency action plan when they are first assigned, when an employee's responsibilities under the plan change, or when the plan itself changes.

Emergencies require the participation of all staff, with certain responsibilities assigned to ensure smooth operations. Everyone must be familiar with emergency operations. The plan shall be readily available, posted/kept in Lower Township. Lower Township anticipated emergencies may arise from the following

- Fire
- Severe storm/natural disaster
- Manmade disaster
- Workplace Violence
- Terrorism

As a result, Lower Township designed an EAP to attempt to consider all possible emergency scenarios and plan accordingly.

For more information, please refer to The Emergency Action & Fire Prevention Plan

LEAVE REQUEST

LOWER TOWNSHIP LEAVE REQUEST/REPORT

NAME														
DATE:		TYPE OF REQUEST/REPORT VACATION LEAVE REQUEST ☐ SICK LEAVE REPORT ☐ SPECIAL LEAVE REQUEST ☐ LINE OF DUTY INJURY ☐												
TOTAL TIME:														
START:			END:				RETURN TO WORK DATE:				SHIFT:			
MONTH	S	M	T	W	T	F	S	S	M	T	W	T	F	S
HOURS														
HOURS														
HOURS														
REASON FOR SPECIAL LEAVE:							PERSONAL DAY ☐							
EXPLANATION:														
EMPLOYEE SIGNATURE:							RECOMMEND APPROVAL/DISAPPROVAL				APPROVAL DISAPPROVAL			
COMMENTS:														

Added to Employee's Record ☐

D/M, Leave Request

TOWNSHIP OF LOWER

SEMINAR/CONFERENCE REQUEST

Name: _____

Date of Request: _____

Department: _____

SEMINAR/CONFERENCE INFORMATION

Seminar/Conference Name: _____

Dates: From _____ to _____

Location: _____

Number of Work Days out of the Office _____

My attendance at this seminar/conference will benefit the Township in the following manner:

Seminar/Conference Cost: _____

Budget Appropriation: _____

Township Vehicle Requested: Yes _____ No _____

ANY ADDITIONAL COSTS MUST BE APPROVED BY TOWNSHIP MANAGER PRIOR TO COMMITMENT

**** Training Request:** Name of Class _____ Date: _____

Location of Class: _____

**** Training will be covered per the Personnel Policy**

I acknowledge that I am voluntarily attending this seminar for information gathering and educational training. I will not receive any overtime compensation or additional days off for my attendance. I also acknowledge that any Training Request will be covered per the Personnel Policy

Employee Signature: _____

Department Head Signature _____ Approved _____ Not Approved _____

Manager Signature: _____ Approved _____ Not Approved _____

Conscientious Employee Protection Act “Whistleblower Act”



Employer retaliatory action; protected employee actions; employee responsibilities

1. New Jersey law prohibits an employer from taking any retaliatory action against an employee because the employee does any of the following:
 - a. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the employee reasonably believes is in violation of a law, or a rule or regulation issued under the law, or, in the case of an employee who is a licensed or certified health care professional, reasonably believes constitutes improper quality of patient care;
 - b. Provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation issued under the law by the employer or another employer, with whom there is a business relationship, or, in the case of an employee who is a licensed or certified health care professional, provides information to, or testifies before, any public body conducting an investigation, hearing or inquiry into quality of patient care; or
 - c. Provides information involving deception of, or misrepresentation to, any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - d. Provides information regarding any perceived criminal or fraudulent activity, policy or practice of deception or misrepresentation which the employee reasonably believes may defraud any shareholder, investor, client, patient, customer, employee, former employee, retiree or pensioner of the employer or any governmental entity.
 - e. Objects to, or refuses to participate in, any activity, policy or practice which the employee reasonably believes:
 - (1) is in violation of a law, or a rule or regulation issued under the law or, if the employee is a licensed or certified health care professional, constitutes improper quality of patient care;
 - (2) is fraudulent or criminal; or
 - (3) is incompatible with a clear mandate of public policy concerning the public health, safety or welfare or protection of the environment. N.J.S.A. 34:19-3.
2. The protection against retaliation, when a disclosure is made to a public body, does not apply unless the employee has brought the activity, policy or practice to the attention of a supervisor of the employee by written notice and given the employer a reasonable opportunity to correct the activity, policy or practice. However, disclosure is not required where the employee reasonably believes that the activity, policy or practice is known to one or more supervisors of the employer or where the employee fears physical harm as a result of the disclosure, provided that the situation is emergency in nature.

CONTACT INFORMATION

Your employer has designated the following contact person
to receive written notifications, pursuant to paragraph 2 above (N.J.S.A. 34:19-4):

Name: Michael Laffey
Address: 2600 Bayshore Rd
Villas, NJ 08251
Telephone Number: 609-886-2005 ext. 133

This notice must be conspicuously displayed.

Once each year, employers with 10 or more employees must distribute notice of this law to their employees.
If you need this document in a language other than English or Spanish, please call 609-292-7832.

FAMILY LEAVE INSURANCE

New Jersey Department of Labor and Workforce Development

Your employer is subject to the
Family Leave Insurance
provisions of the New Jersey Temporary Disability Benefits Law

New Jersey law provides up to 6 weeks of family leave insurance benefits. Beginning July 1, 2020, the law will allow up to 12 weeks of continuous family leave or 56 days of intermittent leave. Employees who are covered by family leave insurance can apply for benefits to:

- bond with a child within 12 months of the child's birth or placement by adoption or foster care. The applicant, or the applicant's spouse or domestic or civil union partner, must be the child's biological, adoptive or foster parent, unless a surrogate carried the child.
- care for a family member with a serious health condition. Supporting documentation from a health care provider is mandatory.
- care for a victim of domestic violence or a sexually violent offense or for a victim's family member.

"Family member" means a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, civil union partner, and any other person related by blood to the employee or with whom the employee has a close association that is the equivalent of a family relationship.

"Child" means a biological, adopted, or foster child, stepchild or legal ward of a parent. A child gained by way of a valid written contract between the parent and a surrogate (gestational carrier) is included in this definition.

State Family Leave Insurance Plan ("state plan")

You can get program information and an application for family leave benefits (form FL-1) online at myleavebenefits.nj.gov, by phone at 609-292-7060, or by mail: Division of Family Leave Insurance, P.O. Box 887, Trenton, NJ 08625-0387.

New mothers who receive temporary disability benefits through the state plan for their pregnancy will get instructions on how to file for family leave benefits after the child is born.

Private Family Leave Insurance Plan ("private plan")

An employer may provide family leave insurance through a private insurance carrier, if this Division approves the plan. If your employer has an approved private plan, your employer must provide information about coverage and provide the forms to apply for benefits.

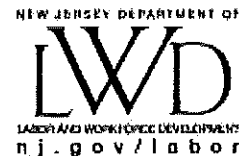
Who pays for Family Leave Insurance?

Payroll contributions from employees finance this program. Family leave insurance coverage under the state plan will require contributions to be deducted from employee wages. The deductions must be noted on the employee's pay envelope, paycheck, or on some other form of notice. In 2018, the taxable wage base for family leave insurance benefits is the same as the taxable wage base for unemployment and temporary disability insurance.

Enforced by: NJ Department of Labor and Workforce Development
Division of Temporary Disability Insurance, PO Box 887, Trenton, NJ 08625-0387

This and other required employer posters are available free online at nj.gov/labor, or from the Office of Constituent Relations, PO Box 110, Trenton, NJ 08625-0110 • 609-777-8200.

The New Jersey Department of Labor and Workforce Development is an equal opportunity employer with equal opportunity programs. Auxiliary aids and services are available upon request to individuals with disabilities.



Display this poster in a conspicuous place

PR-2 (4/19)

Right to be Free of Gender Inequity or Bias in Pay, Compensation, Benefits or Other Terms and Conditions of Employment

New Jersey and federal laws prohibit employers from discriminating against an individual with respect to his/her pay, compensation, benefits, or terms, conditions or privileges of employment because of the individual's sex.

FEDERAL LAW

Title VII of the Civil Rights Act of 1964 prohibits employment discrimination based on, among other things, an individual's sex. Title VII claims must be filed with the United States Equal Employment Opportunity Commission (EEOC) before they can be brought in court. Remedies under Title VII may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

The Equal Pay Act of 1963 (EPA) prohibits discrimination in compensation based on sex. EPA claims can be filed either with the EEOC or directly with the court. Remedies under the EPA may include the amount of the salary or wages due from the employer, plus an additional equal amount as liquidated damages.

Please be mindful that in order for a disparity in compensation based on sex to be actionable under the EPA, it must be for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

There are strict time limits for filing charges of employment discrimination. For further information, contact the EEOC at 800-669-4000 or at www.eeoc.gov.

NEW JERSEY LAW

The New Jersey Law Against Discrimination (LAD) prohibits employment discrimination based on, among other things, an individual's sex. LAD claims can be filed with the New Jersey Division on Civil Rights (NJDCR) or directly in court. Remedies under the LAD may include an order restraining unlawful discrimination, back pay, and compensatory and punitive damages.

Another State law, N.J.S.A. 34:11-56.1 et seq., prohibits discrimination in the rate or method of payment of wages to an employee because of his or her sex. Claims under this wage discrimination law may be filed with the New Jersey Department of Labor and Workforce Development (NJDLWD) or directly in court. Remedies under this law may include the full amount of the salary or wages owed, plus an additional equal amount as liquidated damages.

Please be mindful that under the State wage discrimination law a differential in pay between employees based on a reasonable factor or factors other than sex shall not constitute discrimination.

There are strict time limits for filing charges of employment discrimination. For more information regarding LAD claims, contact the NJDCR at 609-292-4605 or at www.njcivilrights.gov. For information concerning N.J.S.A. 34:11-56.1 et seq., contact the Division of Wage and Hour Compliance within the NJDLWD at 609-292-2305 or at <http://lwd.state.nj.us>.

This notice must be conspicuously displayed.



New Jersey Department of Labor and Workforce Development

Chapter 194, Laws of New Jersey, 2009, Relating to

Employer Obligation to Maintain and Report Records

Wage Payment Law (N.J.S.A. 34:11---4.1 et seq.) and Wage
and Hour Law (N.J.S.A. 34:11---56a et seq.)

Each employer must keep a record of each employee which contains the following information:

1. The name of the employee;
2. The address of the employee;
3. The birth date of the employee if the employee is under the age of 18;
4. The total hours worked by the employee each day and each workweek;
5. The earnings of each employee, including the regular hourly wage, gross to net amounts with itemized deductions, and the basis on which wages are paid;
6. Regarding each employee who receives gratuities, the total gratuities received by the employee during the payroll week;
7. Regarding each employee who receives gratuities, daily or weekly reports completed by the employee containing the following information: (a) the employee's name, (b) the employee's address, (c) the employee's social security number, (d) the name and address of the employer,
8. The calendar day or week covered by the report, and (f) the total amount of gratuities received; and
9. Regarding each employee for whom the employer claims credit for food or lodging as a cash substitute for the employee who receives food or lodging supplied by the employer, information substantiating the cost of furnishing such food or lodgings, including but not limited to the nature and amount of any expenditures entering into the computation of the fair value of the food or lodging and the date required to compute the amount of the depreciated investment in any assets allocable to the furnishing of the lodgings, including the date of acquisition or construction, the original cost, the rate of depreciation and the total amount of accumulated depreciation on such assets.

The employer may use any system of time keeping provided that it is a complete, true and accurate record.

The employer must keep the wage and hour records described above for a period of six years.

The employer must keep the wage and hour records described above at the place of employment or in a central office in New Jersey.

Prevailing Wage Act (N.J.S.A. 34:11---56.25 et seq.)

The Prevailing Wage Act applies to employers only under certain circumstances.

Specifically, it applies only when an employer enters into a contract in excess of the prevailing wage contract threshold amount for any public work (as the term "public work" is defined at N.J.S.A. 34:11---56.26) to which any

public body is a party or for public work to be done on a property or premises owned by a public body or leased or to be leased by a public body.

Each public works contractor must submit to the public body or lessor which contracted for the public works project a certified payroll record containing the following employee information:

1. Name;
2. Address;
3. Social security number;
4. Craft or trade;
5. Actual hourly rate of pay;
6. Actual daily, overtime and weekly hours worked in each craft or trade;
7. Gross pay;
8. Itemized deductions;
9. Net pay paid to the employee;
10. Any fringe benefits paid to approved plans, funds or programs on behalf of the employee; and
11. Fringe benefits paid in cash to the employee.

Each public works contractor must, within 10 days of payment of wages, submit the certified payroll record to the public body or the lessor which contracted for the public works project.

Each public works contractor which employs one or more apprentices on a public works project must maintain with its records written evidence that the apprentice or apprentices are registered in an approved apprenticeship program while performing work on the project.

Unemployment Compensation Law (N.J.S.A. 43:21---1 et seq.),

Temporary Disability Benefits Law (N.J.S.A. 43:21---25 et seq.) and

Family Leave Insurance Benefits Law, P.L. 2008, c. 17.

Payroll records: Each employing unit must maintain a record for each worker engaged in employment, which record must contain the following information about the worker:

1. Full name, address and social security number;
2. Total remuneration paid in each pay period showing separately cash, including commissions and bonuses; the cash value of all compensation in any medium other than cash; gratuities received regularly in the course of employment if reported by the employee, or if not so reported, the minimum wage rate prescribed under applicable laws of this State or of the United States, or the amount of remuneration actually received by the employee, whichever is higher, and service charges collected by the employer and distributed to workers in lieu of gratuities and tips;
3. An entry under the heading "special payments" of the amount of any special payments, such as bonuses and gifts, which have been paid during the pay period but which relate to employment in a prior period. The following shall be shown separately under this heading: cash payments, cash value of other remuneration, the nature of such payments, the period during which the services were performed for which special payments were payable;
4. The date hired, rehired and returned to work after temporary layoff;
5. The date separated from employment and the reason for separation;
6. Such information as may be necessary to determine remuneration on a calendar week basis; and
7. The number of base weeks (as the term "base week" is defined in N.J.S.A. 43:21---19(t)) and wages.

All records referred to in 1. through 7. above must be kept safe and readily accessible at the New Jersey place of business of the employing unit.

All records referred to in 1. through 7. above must be retained for the current calendar year and for the four preceding calendar years.

Once an employer becomes inactive, the employer must keep all records referred to in 1. through 7. above for the subsequent six quarters.

Wage reporting: Each employer (other than employers of domestic service workers) must electronically file a WR---30, "Employer Report of Wages Paid," with the Division of Revenue, within the Department of the Treasury, within 30 days after the end of each quarter. The WR---30 lists the name, social security number and wages paid to each employee and the number of base weeks worked by the employee during the calendar quarter.

Each employer of domestic service workers (as the term "domestic service worker" is defined at N.J.A.C. 12:16---13.7(b)) must file an annual, rather than quarterly, WR---30 with the Division of Revenue, within the Department of the Treasury.

Contribution reporting: Each employer (other than employers of domestic service workers) must electronically file an NJ---927, "Employer's Quarterly Report," with the Division of Revenue, within the Department of the Treasury, and remit the corresponding unemployment insurance, supplemental workforce fund, workforce development partnership fund, temporary disability insurance and family leave insurance contribution payments, within 30 days after the end of each quarter. The NJ---927 lists the total of all wages paid, the wages paid in excess of the taxable maximum, the taxable wages on which contributions are due, the number of workers employed during the pay period, the number of workers insured under a "private plan" for temporary disability insurance and the number of workers insured under a "private plan" for family leave insurance.

Each employer of domestic service workers (as the term "domestic service worker" is defined in N.J.A.C. 12:16---13.11(c)) must file an annual, rather than quarterly, NJ---927H, "Domestic Employer's Annual Report," with the Division of Revenue, within the Department of the Treasury.

Temporary Disability Insurance and Family Leave Insurance information: Each employer must retain all records pertaining to any election to discontinue a private plan for temporary disability insurance and/or family leave insurance benefits and must make such records available for inspection by the Division of Temporary Disability Insurance for a one---year period from the date that the private plan is terminated.

Each employer having a private plan for temporary disability insurance and/or family leave insurance must, within 10 days after the Division of Temporary Disability Insurance has mailed the employer a request for information with respect to a period of disability, furnish the Division with any information requested or known to the employer which may bear upon the eligibility of the claimant.

Each employer having two or more approved private plans in effect during a calendar half---year or any portion thereof must, on or before the 30th day following the close of the calendar half---year, file a report showing the amount of taxable wages paid during such calendar half---year to employees while covered under each such private plan.

Each employer who provides temporary disability insurance to its employees through a self---insured private plan must, for the six---month periods ending June 30 and December 31 of each calendar year during which the self---insured private plan is in effect, file a statement with the Division of Temporary Disability Insurance, on or before the 30th day following the end of the respective six---month period showing:

1. The number of claims received during the six---month period,

2. The number of claims accepted during the six---month period,
3. The amount of benefits paid during the six---month period, and
4. Such other information as the Division of Temporary Disability Insurance may require with respect to the financial ability of the self---insurer to meet the self---insured's obligations under the plan.

On or before the 30th day following the close of each calendar year during which a self---insured private plan for temporary disability insurance is in effect, the employer must file a report with the Division of Temporary Disability Insurance showing:

12. The amount of funds available at the beginning of that year for payment of disability benefits,
13. The amount contributed by workers during that year,
14. The amount contributed by the employer during that year,
15. The amount of disability benefits paid during that year,
16. Direct cost of administration of the plan during that year, and
17. The number of employees covered by the plan as of December 31.

Each employer who provides family leave insurance to its employees through a self---insured private plan must for the one---year period ending December 31 of each calendar year during which a self---insured private plan is in effect file a statement with the Division of Temporary Disability Insurance, on or before the 30th day following the end of the one---year period showing the following information with regard to each of the following types of claims: care of a sick child, care of a sick spouse, care of a sick domestic partner, care of a sick civil union partner, care of a sick parent, bonding by biological parent with a newborn child, bonding by domestic partner or civil union partner of biological parent with a newborn child, bonding by individual with newly adopted child:

1. The number of claims for family leave insurance benefits received during the one---year period,
2. The number of claims for family leave insurance benefits accepted during the one---year period,
3. The number of workers who received family leave insurance benefits during the one---year period,
4. The amount of family leave insurance benefits paid during the one---year period,
5. The average weekly family leave insurance benefit during the one---year period,
6. The amount of sick leave, vacation leave or other fully paid time, which resulted in reduced benefit duration during the one---year period,
7. With regard solely to family leave insurance benefit claims to care for sick family members, the amount of intermittent family leave insurance benefits paid during the one---year period, and
8. The average duration of family leave insurance benefits, in days, during the one---year period.

The information reported in 1. through 8. above must be broken down by sex and by age group, beginning at 25 years and under and increasing in increments of 10.

On or before the 30th day following the close of each calendar year during which a self---insured private plan for family leave insurance is in effect, the employer must file a report with the Division of Temporary Disability Insurance showing:

1. The amount of funds available at the beginning of that year for payment of family leave insurance benefits,
2. The amount contributed by workers during that year,
3. The direct cost of administration of the plan during that year,
4. The number of employees covered by the plan as of December 31, and
5. Such other information as the Division of Temporary Disability Insurance may require with respect to the financial ability of the self---insurer to meet the self---insured's obligation under the plan.

Workers' Compensation Law (N.J.S.A. 34:15---1 et seq.)

Upon the happening of an accident or the occurrence of any occupational disease, an employer who has insurance coverage or utilizes a third---party administrator shall promptly furnish the insurance carrier or the third---party administrator with accident or occupational disease information.

Within three weeks after an accident or upon knowledge of the occurrence of an occupational disease, every insurance carrier, third---party administrator, statutory non---insured employer, including the State, counties, municipalities and school districts, and duly authorized self---insured employer not utilizing a third---party administrator must file a report designated as "first notice of accident" in electronic data interchange media with the Division of Workers' Compensation through the Compensation Rating and Inspection Bureau in a format prescribed by the Compensation Rating and Inspection Bureau. When filed by an insurance carrier or third---party administrator, the report must also be sent to the employer. If the employer disagrees with the report, the employer may prepare and sign an amended report and file the amended report with the insurance carrier or third---party administrator. The amended report must then be filed electronically with the Division through the Compensation Rating and Inspection Bureau.

Every insurance carrier providing workers' compensation insurance and every workers' compensation self---insured employer shall designate a contact person who is responsible for responding to issues concerning medical and temporary disability benefits where no claim petition has been filed or where a claim petition has not been answered. The full name, telephone number, mailing address, email address and fax number of the contact person must be submitted to the Division of Workers' Compensation utilizing the Division's contact person form in the manner instructed on the form.

Each employer, when directed to do so by the Division of Workers' Compensation, must submit to the Division of Workers' Compensation copies of such medical certificates and reports as it may have on file.

Gross Income Tax Act (N.J.S.A. 54A:1---1 et seq.)

Employer's Quarterly Report: The Employer's Quarterly Report, NJ---927, reports New Jersey Gross Income Tax withheld, unemployment insurance, supplemental workforce fund, workforce development partnership fund, family leave insurance and temporary disability insurance wage and withholding information.

Each employer is required to electronically file an Employer's Quarterly Report, NJ---927, for each calendar quarter, regardless of the amount of tax actually due for a particular quarter. Quarterly reports are due on the 30th day of the month following the end of each quarter.

Employers of "domestic service workers" may report and pay New Jersey Gross Income Tax withheld on an annual, rather than quarterly, basis on an NJ---927H.

Records to be kept: Every employer is required to keep all pertinent records available for inspection by authorized representatives of the New Jersey Division of Taxation. Such records must include the following:

1. The amounts and dates of all wage payments subject to New Jersey Gross Income Tax;
2. The names, addresses and occupations of employees receiving such payments;
3. The periods of their employment;
4. Their social security numbers;
5. Their withholding exemption certificates;
6. The employer's New Jersey Taxpayer Identification Number;
7. Record of weekly, monthly, quarterly remittances and/or returns and annual returns filed;

8. The dates and amounts of payments made; and
9. Days worked inside and outside of New Jersey for all nonresident employees.

Contact Information

If an employee or an employee's authorized representative wishes to contact a State representative in order to provide information to or file a complaint with the representative regarding an employer's possible failure to meet any of the requirements set forth above, he or she may use the following contact information:

For possible failure to meet the record keeping or reporting requirements of the **Wage Payment Law, Wage and Hour Law or Prevailing Wage Act:**

Phone: 609---292---2305
E-mail: wagehour@dol.nj.gov
Mail: New Jersey Department of Labor and Workforce Development Division
of Wage and Hour Compliance
P.O. Box 389
Trenton, NJ 08625---0389

For possible failure to meet the record keeping or reporting requirements of the **Unemployment Compensation Law, Temporary Disability Benefits Law or Family Leave Insurance Benefits Law:**

Phone: 609---292---2810
E-mail: emplacct@dol.nj.gov
Mail: New Jersey Department of Labor and Workforce Development Division
of Employer Accounts
P.O. Box 947
Trenton, NJ 08625---0947

For possible failure to meet the record keeping or reporting requirements of the **Workers' Compensation Law:** Phone:

609---292---2515
E-mail: dwc@dol.nj.gov
Mail: New Jersey Department of Labor and Workforce Development Division
of Workers' Compensation
P.O. Box 381
Trenton, NJ 08625---0381

For possible failure to meet the record keeping or reporting requirements of the **Gross Income Tax Act:** Phone:

609---292---6400
E-mail: nj.taxation@treas.state.nj.us
Mail: New Jersey Department of the Treasury
Division of Taxation • Information and Publications Branch
P.O. Box 281
Trenton, NJ 08625---0281

NEW JERSEY DEPARTMENT OF
LWD
LABOR AND WORKFORCE DEVELOPMENT
nj.gov/labor

This notice must be conspicuously posted. Not later than December 7, 2011, each employee must also be provided a written copy of the notice or, for employees hired after November 7, 2011, a written copy of the notice must be provided at the time of the employee's hiring. See N.J.A.C. 12:2---1.3 for alternate methods of posting and distribution by electronic means.

NEW JERSEY EARNED SICK LEAVE

New Jersey Department of Labor and Workforce Development

Notice of Employee Rights

Under New Jersey's Earned Sick Leave Law, most employees have a right to accrue up to 40 hours of earned sick leave per year. Go to <https://nj.gov/labor/> to learn which employees are covered by the law.

New employees must receive this written notice from their employer when they begin employment, and existing employees must receive it by November 29, 2018. Employers must also post this notice in a conspicuous and accessible place at all work sites, and provide copies to employees upon request.

YOU HAVE A RIGHT TO EARNED SICK LEAVE.

Amount of Earned Sick Leave

Your employer must provide up to a total of 40 hours of earned sick leave every benefit year. Your employer's benefit year is January 1 through December 31.

Rate of Accrual

You accrue earned sick leave at the rate of 1 hour for every 30 hours worked, up to a maximum of 40 hours of leave per benefit year. Alternatively, your employer can provide you with 40 hours of earned sick leave up front.

Date Accrual Begins

You begin to accrue earned sick leave on October 29, 2018, or on your first day of employment, whichever is later.

Exception: If you are covered by a collective bargaining agreement that was in effect on October 29, 2018, you begin to accrue earned sick leave under this law beginning on the date that the agreement expires.

Date Earned Sick Leave is Available for Use

You can begin using earned sick leave accrued under this law on February 26, 2019, or the 120th calendar day after you begin employment, whichever is later. However, your employer can provide benefits that are more generous than those required under the law, and can permit you to use sick leave at an earlier date.

Acceptable Reasons to Use Earned Sick Leave

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

Family Members

The law recognizes the following individuals as "family members:"

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

Advance Notice

If your need for earned sick leave is foreseeable (can be planned in advance), your employer can require up to 7 days' advance notice of your intention to use earned sick leave. If your need for earned sick leave is unforeseeable (cannot be planned in advance), your employer may require you to give notice as soon as it is practical.

Documentation

Your employer can require reasonable documentation if you use earned sick leave on 3 or more consecutive work days, or on certain dates specified by the employer. The law prohibits employers from requiring your health care provider to specify the medical reason for your leave.

Unused Sick Leave

Up to 40 hours of unused earned sick leave can be carried over into the next benefit year. However, your employer is only required to let you use up to 40 hours of leave per benefit year. Alternatively, your employer can offer to purchase your unused earned sick leave at the end of the benefit year.

You Have a Right to be Free from Retaliation for Using Earned Sick Leave

Your employer cannot retaliate against you for:

- Requesting and using earned sick leave
- Filing a complaint for alleged violations of the law
- Communicating with any person, including co-workers, about any violation of the law
- Participating in an investigation regarding an alleged violation of the law, and
- Informing another person of that person's potential rights under the law.

Retaliation includes any threat, discipline, discharge, demotion, suspension, or reduction in hours, or any other adverse employment action against you for exercising or attempting to exercise any right guaranteed under the law.

You Have a Right to File a Complaint

You can file a complaint with the New Jersey Department of Labor and Workforce Development online at nj.gov/labor/wagehour/complnt/filing_wage_claim.html

or by calling 609-292-2305 between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday.

Keep a copy of this notice and all documents that show your amount of sick leave accrual and usage.

You have a right to be given this notice in English and, if available, your primary language.

For more information visit the website of the Department of Labor and Workforce Development: nj.gov/labor.

Enforced by: NJ Department of Labor and Workforce Development

Division of Wage and Hour Compliance, PO Box 389, Trenton, NJ 08625-0389 • 609-292-2305

This and other required employer posters are available free online at nj.gov/labor, or from the Office of Constituent Relations, PO Box 110, Trenton, NJ 08625-0110 • 609-777-3200.

If you need this document in Braille or large print, call 609-292-2305. TTY users can contact this department through the New Jersey Relay: 7-1-1.

WORKER'S COMPENSATION

What is Workers' Compensation?

Workers' Compensation is a system created by the New Jersey Legislature that provides benefits to workers who are injured or who contract an occupational disease while working. The benefits include medical care, temporary disability payments, and compensation for a resulting permanent disability. In the event of the death of an injured worker, benefits are payable to the family of the worker. Benefits may be paid voluntarily or it may be necessary to apply to the Workers' Compensation Courts for relief.

Who is covered?

Virtually every worker who performs services for wages is covered by the law, regardless of the number of workers employed by the employer.

Under New Jersey law, domestic and farm workers are covered. However, workers considered to be independent contractors, rather than employees, are not covered.

Seamen, maritime workers, railroad workers, and federal employees are covered under federal workers' compensation law.

What must a worker do if injured?

The worker should notify the employer as soon as possible, but not later than 90 days from the date of the accident. The notice may be given to the supervisor, personnel office, or anyone in authority at the employer's place of business. Notice need not be in writing. If the worker needs medical treatment, a request should be made to the employer as soon as possible.

What if an employer refuses to provide medical services and/or temporary disability benefits?

The injured worker should seek the services of an attorney who will file a formal claim petition and a motion for medical and temporary benefits with the Division of Workers' Compensation. Attorneys are prohibited by law from charging a fee in advance for such services. Fees will be fixed by the court only if a compensation award is made.

Important: There is a two-year statute of limitations. A formal Claim Petition must be filed within two years of the date of the injury or the last payment of compensation, whichever is later. Medical treatment authorized by the employer is considered a payment of compensation.

In cases of occupational illness, the Claim Petition must be filed within two years from the date the worker first became aware of the condition and its relationship to employment. The statute of limitations applies to minors also.

An injured worker may also file an application for an informal hearing before a Judge of Compensation. At the informal hearing a representative of the employer or the employer's insurance carrier is usually present. The suggestions made by the Judge at an informal hearing are, however, not binding on either party. The filing of an application for an informal hearing does not stop the two-year statute of limitations from running.

What happens after a claim is reported?

The employer or the employer's insurance carrier will investigate the claim. If the claim is found compensable, they will pay for necessary and reasonable medical treatment, loss of wages during the period of rehabilitation, and, when documented, benefits for permanent disability.

Within 21 days of receiving notice of the accident, the insurance carrier should file a First Report of Injury form with the Division. This form gives the Division initial information about the accident and injuries. Another form, called the Subsequent Report of Injury, must be filed with the Division within 28 weeks after the worker returns to work or has reached maximum medical improvement. At that time, the worker should receive a letter from the insurance carrier explaining the benefits paid to date on their claim. The information from these forms helps the Division ensure that workers receive fair and timely benefits for work-related injuries.

Can an employer take action against a worker for filing a claim?

The Workers' Compensation Statute prohibits the employer from discharging or discriminating in any manner against an employee because the employee has claimed or attempted to claim workers' compensation benefits, or has testified, or is about to testify, in a workers' compensation case.

Does the Workers' Compensation Law give special consideration to minors?

Yes. If a minor, employed in violation of the Child Labor Law, suffers a disability because of a job-related injury or illness, benefits will be double the amount ordinarily awarded.

Benefits Available Through Workers' Compensation

Medical Benefits

All necessary medical treatment and hospitalization services should be provided by the employer or the employer's insurance carrier.

The employer has the right to choose the treating physician. If the employer refuses to provide medical treatment, the injured worker is free to choose the treating physician. However, in the case of an emergency, an injured worker may obtain medical or hospital treatment without specific authorization from the employer, but the employer should be notified as soon as possible concerning the treatment being received.

Temporary Disability Benefits

If there is lost time which extends beyond seven calendar days due to the injury, temporary disability benefits become payable starting with the first day lost. The benefit amount is 70 percent of gross weekly wages received at the time of the injury, up to a maximum established annually by the Commissioner of Labor and Workforce Development.*

Permanent Partial Benefits

When a job-related injury or illness results in a permanent partial disability, benefits are based upon a percentage of certain "scheduled" or "nonscheduled" losses. A "scheduled" loss is one involving arms, hands, fingers, legs, feet, toes, eyes, ears, or teeth. A "nonscheduled" loss is one involving the back, heart, lungs, etc.

Permanent Total Benefits

When a job-related injury results in permanent total disability, the injured worker is entitled to payments for 450 weeks which will be continued thereafter for as long as the total disability exists. However, after the 450 weeks, these payments are subject to reduction for wages earned from employment.

Weekly payments for permanent total disability are 70 percent of the gross weekly wage at the time of the injury up to a maximum established annually by the Commissioner of Labor and Workforce Development.*

Permanent total disability is presumed when the worker has lost two major members or a combination of members of the body such as eyes, arms, hands, legs or feet. However, permanent total disability can result from other injuries that render the worker unemployable.

Death Benefits

When a job-related accident or illness results in the worker's death, benefits are payable to the dependents of the worker as defined by the law. The weekly benefit payment is 70 percent of wages, but the maximum total benefit payable to all of the worker's dependents cannot exceed the maximum established annually by the Commissioner of Labor and Workforce Development.*

Surviving spouse or civil union partner and natural child who were a part of decedent's household at the time of death are conclusively presumed to be dependents.

Surviving spouse or civil union partner and natural child who were not a part of decedent's household at the time of death and all other alleged dependents (parents, grandparents, grandchildren, brothers, sisters, etc.) must prove actual dependency.

Children who are deemed to be dependents remain so until the age of 18 years or, if a full-time student, until the age of 23 years. If a child is physically or mentally disabled he/she may be eligible for further benefits.

The employer or the employer's insurance carrier is responsible to pay up to \$3,500 in funeral expenses for a job-related death. These funds are payable to whomsoever is liable for the funeral bill, be it the estate or an individual.

* Maximum weekly rates for the past eight years are shown on the reverse. ➤

District Office Directory

Atlantic City	1313 Atlantic Avenue 4th Fl. Atlantic City, NJ 08401 (Atlantic and Cape May counties)	(609) 811-3160
Bridgeton	60 East Broad Street Suite 203 Bridgeton, NJ 08302-2880 (Cumberland & Salem counties)	(610) 853-3438
Camden	1 Riverside Dr., 2nd Fl. Camden, NJ 08201 (Camden & Gloucester counties)	(856) 614-2550
Elizabeth	200 North 5th St., 2nd Fl. Elizabeth, NJ 07208-2702 (Union county)	(908) 323-5062
Freehold	17000 Hwy Freehold, NJ 07728 (Gloucester county)	(732) 842-8321
Hackensack	60 State Street Hackensack, NJ 07601-2427 (Bergen county)	(201) 994-8100
Jersey City	420 Summit Ave., 3rd Fl. Jersey City, NJ 07310-0053 (Hudson county)	(201) 257-7285
Lebanon	Hamden Plaza 1800 E. 22 St. Lebanon, NJ 08831 (Henderson, lower Warren, Somerset counties)	(908) 234-8826
Mt. Arlington	100 Valley Rd., Suite 100 Mt. Arlington, NJ 07034 (Morris, Sussex and upper Warren counties)	(973) 778-4480
Mt. Holly	330 High Street Fairground Plaza Mt. Holly, NJ 08060 (Burlington county)	(609) 515-1790
Newark	126 Mahony Street, 2nd Floor Newark, NJ 07104-0238 (Essex county)	(973) 443-4443
New Brunswick	330 Jersey Avenue New Brunswick, NJ 08901-3502 (Middlesex county)	(732) 937-4353

Faterson	100 Hamilton Plaza 8th Floor Clark Street Faterson, NJ 07002-2109 (Central county)	(973) 977-4525
Toms River	654 Route 160 Toms River, NJ 08753-7311 (Ocean county)	(732) 349-9532
Trenton	Station Plaza 4 PO Box 938 Trenton, NJ 08623-0938 (Mercer county)	(609) 292-3504

For more information about Workers' Comp, visit us online at nj.gov/labor, then click on Workers' Compensation.

New Jersey Department of Labor and Workforce Development is an equal opportunity employer with equal opportunity programs. Auxiliary aids and services are available upon request to individuals with disabilities.

This pamphlet is published for general information only and does not have the status of law or regulation. For specific wording of the law see the New Jersey Workers' Compensation Act (N.J.S.A.15:1-1 et seq.) or consult your attorney.

Benefits

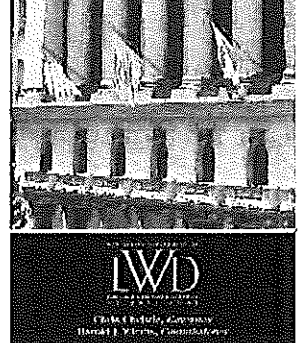
Rate in effect on the date of accident or exposure/manifestation in cases of occupational disease.

Effective Date		Temporary Total	Permanent Partial
01/01/2009	70% of wages to maximum of	\$773	\$773
	minimum of	\$206	\$33
01/01/2010	70% of wages to maximum of	\$794	\$794
	minimum of	\$212	\$33
01/01/2011	70% of wages to maximum of	\$792	\$792
	minimum of	\$211	\$33
01/01/2012	70% of wages to maximum of	\$810	\$810
	minimum of	\$216	\$33
01/01/2013	70% of wages to maximum of	\$826	\$826
	minimum of	\$223	\$33
01/01/2014	70% of wages to maximum of	\$843	\$843
	minimum of	\$223	\$33
01/01/2015	70% of wages to maximum of	\$853	\$853
	minimum of	\$223	\$33
01/01/2016	70% of wages to maximum of	\$871	\$871
	minimum of	\$232	\$33

WCS2016 0-10

Division of Workers' Compensation

A Worker's Guide to Workers' Compensation in New Jersey
Working Together to Keep New Jersey Working



STATE OF NEW JERSEY
DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
DIVISION OF WORKERS' COMPENSATION
100 BOX 89
TRENTON, NEW JERSEY 08646-0089

RECEIPT FOR EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the Township of Lower's Employee Handbook. I agree to read it thoroughly. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my supervisor, Department Head or Township Manager. I understand that this Handbook states Lower Township's personnel policies in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with Lower Township for benefits or for any other purpose. I also understand that these policies are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to the Manager.

Signature: _____

Print Name: _____

Department: _____

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-362

**Title: AUTHORIZATION FOR WAIVER OF PERMITTING FEES FOR NAVAL AIR STATION WILDWOOD
ASSOCIATED WITH THE MUSEUM EGRESS PLAN**

WHEREAS, Naval Air Station Wildwood Aviation Museum, located at 500 Forrestal Road, will be making application to the Township for minor building modifications associated with the building egress; and

WHEREAS, Naval Air Station Wildwood is a non- profit corporation and has requested the Township waive any and all permit fees associated with the project; and

WHEREAS, the Township Council has reviewed their request and deems it appropriate to support local charitable organizations and non-profit organizations that support and enhance the Township and its community.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that all permissible Township permit fees associated with the above project be waived.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025

Karen S. Fournier, Deputy Township Clerk



NAVAL AIR STATION WILDWOOD
AVIATION MUSEUM

500 FORRESTAL ROAD
CAPE MAY, NJ 08204
(609) 886-8787
(609) 886-1942 FAX
WWW.USNRSW.ORG

October 24, 2025

Township Manager Michael Laffey
Deputy Manager Christina Lewis
Mayor Frank Sippel
Council Members: Joseph Wareham, Thomas Conrad,
Kevin Coombs, Roland Roy
2600 Bayshore Road
Villas, NJ 08251

RE: Permitting Fees Waiver Request/Museum Egress Plan

Dear Mr. Laffey,

The Board of Trustees at Naval Air Station Wildwood (NASW) Foundation, which operates the NASW Aviation Museum at the Cape May Airport, respectfully requests a waiver for all permitting fees associated with minor building modifications to satisfy the State of NJ Fire Marshal requirements for building egress. This project will significantly improve the safety of staff and guests and keep the museum compliant with the state. The work was not anticipated but is being funded entirely with NASW Foundation funds.

NASW Foundation is a 501 (c)3 non-profit organization. The organization's mission is to restore historic Hangar #1, memorialize the 42 naval aviators who perished while training at the site, and educate the public about New Jersey history. Hangar #1 has become an integral part of our community and is often used by local organizations at little or no cost. Examples of these functions include Lower Township's Volunteer Appreciation Day, Police Camp (Project LEAD), 9/11 Tribute, Cape May County Veteran's Day Ceremony, graduations, Christmas at the Hangar, and the New Jersey Run for the Fallen.

Feel free to contact us to discuss this request or let us know if we can provide further information.

Very respectfully,

Joseph E. Salvatore, MD
Chairman, NASW Foundation

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-363

Title: **TRANSFER OF 2025 APPROPRIATIONS**

WHEREAS, N.J.S.A. 40A: 4-58 provides for appropriation transfers during the last two months of the current fiscal year when it has been determined that any appropriation is insufficient to pay the claims authorized or incurred during the current year, which are chargeable to said appropriation, and there is an excess in any appropriation over and above the amount deemed to be necessary to fulfill its purpose.

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the following transfers totaling \$121,000.00 be made between the 2025 budget appropriations:

LINE ITEM		ACCT. NUMBER	TO	FROM
DPW	OE	5-01-26-305-299	35,000.00	
BUILDINGS & GROUNDS	OE	5-01-20-310-399	20,000.00	
CONSTRUCTION	OE	5-01-22-195-299	5,000.00	
CLERK	SW	5-01-20-120-101	27,000.00	
ASSESSOR	SW	5-01-20-150-101	6,000.00	
RECREATION AIDES	SW	5-01-28-370-111	28,000.00	
BOCA	SW	5-01-22-195-101		30,000.00
MANAGER	SW	5-01-20-100-101		31,000.00
ELECTRIC	OE	5-01-31-430-299		20,000.00
GASOLINE	OE	5-01-31-460-291		40,000.00
			121,000.00	121,000.00

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025.

Karen S. Fournier, Deputy Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STTE OF NEW JERSEY

RESOLUTION #2025-364

Title: **A RESOLUTION APPROVING THE ANNUAL LEVEL OF COMPENSATION FOR THE COMMISSIONERS OF FIRE DISTRICT #1 PURSUANT TO N.J.S.A. 40A:14-88 AND LOCAL FINANCE NOTICE 2021-16**

WHEREAS, pursuant to N.J.S.A. 40A:14-88 and Local Finance Notice 2021-16, a Board of Fire Commissioners for a Fire District is permitted to establish annual compensation for its fire district commissioners; and

WHEREAS, on October 23, 2025, the Board of Commissioners of Fire District #1 adopted Resolution 2025-14, a copy of which is annexed hereto, establishing the annual level of compensation for the commissioners of Fire District #1; and

WHEREAS, pursuant to N.J.S.A. 40A:14-88, the municipal governing body of the Township of Lower is required to review and approve the proposed annual compensation for the Fire District.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the proposed annual compensation for the Commissioners of Fire District #1, a copy of which is attached hereto, has been reviewed and same is hereby approved.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025.

Karen S. Fournier, Deputy Township Clerk

**THE COMMISSIONERS OF FIRE DISTRICT NO.1
IN THE TOWNSHIP OF LOWER, COUNTY OF CAPE MAY**

Resolution 2025-14

Establishing the Compensation for Members of the Board of Fire Commissioners

WHEREAS, *N.J.S.A.* 40A:14-88 provides that each member of the Board of Fire Commissioners shall receive as compensation such amounts as the Board shall fix; and

WHEREAS, *N.J.S.A.* 40A:14-88 further provides that the compensation so fixed shall be subject to review by the governing body wherein the Fire District is located; and

WHEREAS, the compensation for members of the Board is set forth in Schedule A to the resolution.

NOW THEREFORE, be it RESOLVED by the Commissioners of Fire District No. 1 in the Township of Lower, County of Cape May, as follows:

- (1) The Commissioners shall receive the compensation set forth on the attached schedule subject to review by the governing body of the municipality.
- (2) A copy of this resolution shall be forwarded to the governing body of the municipality upon adoption.

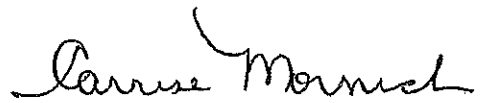
SCHEDULE A

William Howard	President	\$5,800.00
Carrise Mornick	Secretary	\$6,300.00
Linda Brannon	Treasurer	\$6,300.00
Dale Gentek	Commissioner	\$5,300.00
Bryan Harron	Vice-Chairman	\$5,300.00

Certification 2025-14

Establishing the Compensation for Members of the Board of Fire Commissioners

I, Carrise Mornick, Clerk of the Commissioners of Fire District No. 1 in the Township of Lower, County of Cape May hereby certify that the foregoing resolution was duly adopted by the Commissioners at a meeting held on **October 23, 2025.**



Carrise Mornick, Clerk

The foregoing resolution was introduced by Commissioner Howard and it was seconded by Commissioner Brannon

RECORD OF VOTE

Members	HARRON	BRANNON	GENTEK	MORNICK	HOWARD
Yes	X	X	X	X	X
No					
Not Voting					
Absent					

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-365

Title: A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE COUNTY OF CAPE MAY FOR PUBLIC SAFETY ANSWERING, DISPATCH AND RELATED SERVICES

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, since 2016, the County of Cape May has provided the Township of Lower with public safety call answering and dispatch services for all calls, both emergency and non-emergency, relating to police, fire, and emergency medical services; and

WHEREAS, the Township of Lower and the County of Cape May desire to renew their Shared Services Agreement for the continued provision of public safety call answering and dispatch services; and

WHEREAS, the renewed Shared Service Agreement shall be effective January 1, 2026, for a term of seven (7) years, and shall automatically renew thereafter for one (1) additional term of seven (7) years on the same terms and conditions set forth in the attached Agreement; and

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principles underlying the Act, the Parties now deem it necessary and proper to renew and memorialize the terms, as set forth below, to outline their respective rights and responsibilities for the benefit of both entities, for the benefit of local and county taxpayers, and to promote public health, safety and welfare generally; and

WHEREAS, the Township Council of the Township of Lower finds that continuation of this Shared Service Agreement promotes efficiency, cost-effectiveness, and promotes the public health, safety, and general welfare of its residents, and is in the best interests of the Township.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Shared Service Agreement attached to this Resolution between the County of Cape May and the Township of Lower be and is hereby approved and that the proper officials of the Township of Lower are authorized to execute said Agreement.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025.

Karen S. Fournier, Deputy Township Clerk

**SHARED SERVICES AGREEMENT FOR DISPATCH SERVICES BY AND BETWEEN THE
COUNTY OF CAPE MAY AND TOWNSHIP OF LOWER**

THIS AGREEMENT is made on this _____ day of _____, 2025, by and between:

COUNTY OF CAPE MAY, a body corporate and politic, located in the State of New Jersey with its principal offices located at 4 Moore Road, Cape May Court House, New Jersey, 08210 (hereinafter "County"),

and

TOWNSHIP OF LOWER, a municipal corporation located in the County of Cape May, State of New Jersey, with its principal offices located at 2600 Bayshore Road, Villas, New Jersey, 08251 (hereinafter "Municipality").

The County and Municipality are collectively referred to herein as the "Parties," and singularly as a "Party."

WITNESSETH:

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.* (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units to provide or receive any shared service that each local unit participating in the agreement is empowered to provide or receive in its own jurisdiction; and

WHEREAS, in accordance with and in furtherance of the provisions of the Act, the County has satisfactorily provided the Municipality with public safety call answering and dispatch services for all calls, both emergency and non-emergency, relating to Police, Fire and Emergency Medical Services for numerous years; and

WHEREAS, the Parties desire to enter a successor Agreement in accordance with the terms and conditions of this undertaking are set forth below; and

NOW THEREFORE, with adequate, good and valuable consideration as set forth herein and with the Parties understanding and intending to be bound hereby agree as follows:

1. PREAMBLE. All of the statements of the preamble are repeated and incorporated herein by this reference thereto as if fully set forth herein verbatim.
2. CONTROLLING LAW. This Agreement is governed by the provisions of N.J.S.A. 40A:65-1 *et seq.*, the Uniform Shared Services and Consolidation Act. All actions and amendments to this Agreement must be authorized in conformance with the Act.
3. TERM OF AGREEMENT. This Agreement shall be for a period of seven (7) years, commencing January 1, 2026 and terminating on January 31, 2032 at 11:59pm (Term). This Agreement shall automatically renew for one additional and successive term of seven (7) years (Renewal Term). The Renewal Term shall be on the same terms and conditions as set forth herein unless amended in

writing by the Parties at the end of the Term or a Renewal Term.

Parties agree to renegotiate the terms of any renewal upon request of the other at least one hundred eighty (180) days prior to expiration of the Term or the Renewal Term.

3. SCOPE OF WORK. Commencing as of the Effective Date and during the time periods listed below, the County shall furnish to the Municipality the following services:

- a. Public safety call answering, dispatch and related services for all calls, emergency and non-emergency, relating to Police, Fire and Emergency Medical Services (collectively referred to herein as the "Services") for the Municipality. Pursuant hereto, and during the Term of this Agreement and any Renewal Terms, the County shall perform all the duties required for such Services previously provided by personnel of the Municipality.
- b. Except as otherwise provided for herein, all Services shall be provided through County Office of Emergency Management Communications Center, presently located at the Lower Township Public Safety Building, 405 Breakwater Road, Erma, New Jersey 08204. All inspection records and business dealings, related to the Services shall be maintained and conducted at said location. The County shall be required to employ properly trained dispatchers in its Communications Center to provide the Services set forth above. The Services shall be provided twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. The County reserves the right to determine, in its sole discretion, the level of staffing necessary to accomplish its responsibilities under this Agreement. The dispatchers performing the Services set forth herein shall be under the control and direction of the County at all times.
- c. The Services to be provided by the County shall be that of public safety answer, dispatch and related services for emergency and non-emergency Police, Fire and Emergency Medical Services calls. Such Services shall be rendered consistent with the County's current 911 Plan, as the same may be modified during the term of this Agreement. In the event a discrepancy arises between this Agreement and the 911 Plan as to the manner in which services are provided hereunder, the 911 Plan shall govern, and this Agreement shall be deemed amended accordingly, provided that such change does not materially affect the scope of Services to be provided pursuant hereto. In the event of a 911 Plan modification, all notifications shall be addressed to the Cape May County Emergency Management Coordinator, the Cape May County Office of Emergency Management Chief of Communications, the Chief of Police of Lower Township, and the Township Manager of the Municipality (or designee) for review and appropriate general order issuance.

4. PERSONNEL.

- a. All individuals employed by the County in the Cape May County Emergency Management Communications Center and any other individuals who are employed by the County and

who may perform services for the Municipality pursuant to this Agreement shall be deemed to be only County employees. Nothing in this Agreement should be interpreted as forming an employer-employee relationship between the Municipality and any of the County's officials, employees, agents and/or servants who perform services for the Municipality pursuant to this Agreement.

5. COMPENSATION.

- a. The Municipality shall pay the County an annual sum of \$499,876.73 for calendar year 2026. The sum is based upon a price per call model that shall be adjusted annually based upon the County's operating expenses and salary and wages for the Services provided herein, as well as the average number of public safety calls received from the Municipality over the pricing period compared to the total number of calls received by the County in the immediately preceding year. The pricing period shall be the three years immediately preceding the execution of this Agreement; specifically, 2023, 2024 and 2025, and thereafter, in the immediately preceding three years.

For example, if the County's operating expenses and salary and wages for 2025 is \$100,000, and the average calls received from the Municipality in 2023, 2024 and 2025 is ten percent (10%) of the total calls received from all participating municipalities in 2025, the Municipality shall be responsible to pay the County \$10,000 for Services performed in 2026. The cost for 2027 will be based upon an average of calls received from the Municipality in 2024, 2025, and 2026 compared to the total calls received from all participating municipalities in 2026.

- b. Payments shall be made in equal bi-annual installments on the first day of the fourth and tenth month of each calendar year (i.e. April 1 and October 1) during the Term and the Renewal Term. An estimated bill for the following year's services will be provided to the Municipality by October 15. A final bill for the current year's services will be provided to the Municipality by February 1.
- c. The County shall be solely responsible for all capital expenditures associated with providing the Services.

6. MUTUAL COOPERATION BETWEEN THE PARTIES. The Parties shall utilize their best efforts to anticipate and deal with problems or difficulties which arise during the term of the contract. To accomplish this, during the Term and the Renewal Term(s), the County Administrator, Cape May County Emergency Management Coordinator, the Lower Township Chief of Police, and the Township Manager (or designees) shall meet as often as necessary (but no less than annually) to assure that the Services are being provided in an effective and efficient manner.

7. INDEMNIFICATION; INSURANCE. County shall indemnify, save harmless and defend the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, to the fullest extent permitted by law, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of or caused or alleged to have been caused in any manner by a defect in any

equipment or materials supplied under this Agreement or by the performance of any work or provision of any service provided under this Agreement, including all suits or actions of every kind or description brought against the Municipality, either individually or jointly with the County for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, the performance of any work or provision of any service pursuant to or in connection with this Agreement, or through any act, omission or fault or alleged act, omission or fault or alleged act, omission or fault of the County, its employees, Subcontractors or agents or others under the County's control.

Notwithstanding the indemnification and defense obligations of the County, the County shall purchase and maintain such insurance described herein and as is appropriate for the work and services being performed and furnished and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from the County's performance and furnishing of the work and services and County's other obligations under the Agreement, whether it is to be performed or furnished by the County, by any subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the work or services, or by anyone for whose acts any of them may be liable. The County shall be required to name the Municipality as an "Additional Insured" on the County's policy of general liability insurance, and simultaneously with the delivery of the executed Agreement, the County shall provide the Municipality with a Certificate of Insurance indicating that the insurance coverage as described herein, and as is appropriate for the work and services being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, County shall be required to provide the Municipality with a Certificate of Insurance indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured". The County shall purchase and maintain such insurance described herein and the limits of liability for the insurance shall provide coverage for not less than the following amounts or greater where required by law:

- a. *Workers' Compensation* Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey
- b. *Comprehensive general liability insurance*, with limit coverage to afford protection in an amount not less than Two Million (\$2,000,000) Dollars combined single limit for injury or death to any one or more persons protecting the Municipality as an additional insured against any and all claims for personal injury, death or property damage
- c. *Automobile Liability Insurance* with a minimum combined single limit of liability per accident of one million (\$1,000,000) dollar* for bodily injury and property damage. This insurance must include coverage for owned, hired, and non-owned automobiles.

Failure by the County to supply such written evidence of required insurance and to maintain same for the duration of this contract shall result in default under this Agreement. The insurance companies for the above coverages must be licensed by the State of New Jersey. The County shall take no action to cancel or materially change any of the insurance required under this Agreement without the Municipality's prior approval. The maintenance of insurance under this section shall not relieve the County of any liability greater than the limits or scope of the applicable insurance coverage. Each Party agrees to cooperate

with the other in the defense of any claim or claims assessed against either or both Parties arising out of the rendering or non-rendering of services contemplated by this Agreement.

8. MAINTENANCE OF RECORDS. The Cape May County Office of Emergency Management, pursuant to this Agreement, shall maintain records of all call logs and activities conducted within the Municipality as may be required by and in accordance with the laws of the State of New Jersey. Each Party shall maintain its own Computer Aided Dispatch (CAD) system.

9. DISPUTES. Any disputes arising between the Parties as to the interpretation of the terms and conditions of this Agreement, the satisfactory performance of services set forth in this Agreement, or related to any of the services and other responsibilities specified within this Agreement shall be resolved in accordance with the following:

STEP A: Township Manager or Mayor, as the case may be, and the County's Administrator or Commissioner Director shall attempt to resolve the matter. If no settlement is reached within a twenty (20) day period, the Parties agree to submit the matter as provided for in Step B below.

STEP B: In the event that a dispute cannot be resolved as provided in Step A, then, pursuant to N.J.S.A. 40A:65A-7(c), the dispute shall be submitted to the American Arbitration Association for binding arbitration. Any costs associated with arbitration shall be borne equally by the Parties.

10. TERMINATION. Except as otherwise provided herein, the rights and privileges established by this Agreement may be terminated as follows:

- a. At any time upon mutual Agreement of the Parties.
- b. Upon one hundred twenty (120) days written notice before the expiration of the Term or any Renewal Term(s).
- c. Upon thirty (30) days written notice if either Party fails to cure a default under the provisions of this Agreement, within such thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period.

11. DEFAULT. In the event that either Party defaults in the performance of any of its duties or obligations under this Agreement, after receiving written notice of same and failing to cure such default within thirty (30) days of said written notice, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period, the non-defaulting Party shall be entitled to terminate this Agreement at the expiration of the thirty (30) day period.

12. NOTICES. Notices hereunder shall be given to the Parties set forth below and shall be made by hand delivery, facsimile, overnight delivery or by regular mail. If given by regular mail, the notice shall be deemed to have been given within a required time if deposited in the U.S. Mail, postage prepaid, within the specified time limit. For the purpose of calculating time limits, which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice. Time shall

run only on business days, which for purposes of this Agreement shall be any day other than a Saturday, Sunday or legal public holiday. Notices shall be addressed as follows:

If intended for the County, notices should be concurrently provided by one of the foregoing modes of service to the County of Cape May to:

Administrator/Clerk of the Board
County of Cape May
4 Moore Road, DN 107
Cape May Court House, New Jersey 08210

County Counsel
County of Cape May
4 Moore Road, DN 104
Cape May Court House, New Jersey 08210

If intended for the Municipality, notices should be concurrently provided by one of the foregoing modes of service to the Municipality to:

Township Manager
Township of Lower
2600 Bayshore Road
Villas, New Jersey 08251

Chief of Police
Lower Township Police Department
405 Breakwater Road
Cape May, New Jersey 08204

13. CHOICE OF LAW. Any dispute under the Agreement or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the Parties and may not be changed orally, and may only be modified or amended by a written statement signed by the Parties.

15. SEVERABILITY. If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

16. WAIVER. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, the day and year first

above written.

WITNESS:

TOWNSHIP OF LOWER

Karen Fournier
Deputy Municipal Clerk

Frank Sippel,
Mayor

WITNESS:

COUNTY OF CAPE MAY

Kevin Lare,
Administrator/Clerk of the Board

Leonard C. Desiderio,
Commissioner Director

ARROVED AS TO FORM:

Jeffrey R. Lindsay, Esquire
County Counsel

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-366

Title: AUTHORIZING THE ASSIGNMENT OF EIGHT (8) TAX SALE CERTIFICATES

WHEREAS, the Township of Lower is the holder of eight (8) Tax Sale Certificates all Block 806 Lot 4.01 #25-00064 (CA002); #25-00065 (CA003); #25-00066 (CA004); #25-00067 (CA005); #25-00068 (CA006); #25-00069 (CA007); #25-00070 (CA008); #25-00071 (CA009); and

WHEREAS, it is deemed financially beneficial to, and in the best interest of, the Township of Lower to sell or assign that tax sale certificate; and

WHEREAS, the Tax Collector mailed a notice of the potential assignment to the property owners at the address as it appears on the tax duplicate within five days prior to the action; and

WHEREAS, notice of the assignment will be posted in three public places within the Township of Lower and published in the Cape May Star & Wave, within five days prior to the action as required by law.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Council hereby authorizes the sale by assignment of eight (8) Tax Certificates #25-00064; #25-00065; #25-00066; #25-00067; #25-00068; #25-00069; #25-00070; #25-00071 each lien in the same amount of \$628.48 as shown on the schedule annexed hereto, to:

BENJAMIN FRANKLIN CAPITAL, LLC
PO BOX 924
JACKSON, NJ 08701

For the consideration therein set forth, which sum includes the lien for unpaid subsequent taxes for the periods set forth, all as provided for and permitted under N.J.S.A. 54:5-113.

BE IT FURTHER RESOLVED, that the Mayor and Municipal Clerk be and are hereby authorized to execute and deliver all assignment forms or other legal documents necessary to effectuate the various sales permitted by this Resolution.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025.

Karen S. Fournier, Deputy Township Clerk

Title:

AFFIDAVIT OF ASSIGNMENT POSTING AND PUBLISHING

**State of New Jersey
County of Cape May**

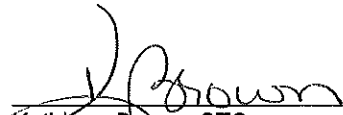
I, Kathleen Brown, BEING DULY SWORN ACCORDING TO LAW ON MY OATH STATE:

1. I am the Tax Collector of the Township of Lower, County of Cape May, State of New Jersey
2. A Notice of Assignment for tax title liens #25-00064, #25-00065, #25-00066, #25-00067, #25-00068, #25-00069, #25-00070 and #25-00071 was mailed to the assessed owner, LLJ Investments NJ LLC by certified and regular mail pre postage paid
3. Notice of Assignment will be published in the Cape May Star and Wave, New Jersey on November 12, 2025
4. A copy of the Notice of Sale was set up in three of the public places in Lower Township, namely:

Township of Lower Municipal Hall
2600 Bayshore Road
Villas, NJ 08251

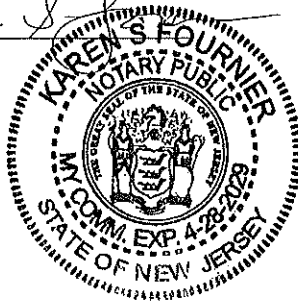
Lower Township MUA
2900 Bayshore Road
Villas, NJ 08251

Lower Township Court
401 Breakwater Road
Cape May, NJ 08204


Kathleen Brown, CTC
Township of Lower

Sworn and subscribed to before me,
A Notary Public of New Jersey this
28 Day of October, 2025


Karen S. Fournier



TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-367

Title: **APPROVAL OF CHANGE ORDER #1 TO 10-75 EMERGENCY VEHICLES TO INSTALL FOUR (4) TELEVISION MONITORS IN THE DRONE COMMAND CONTROL MOBILE UNIT**

WHEREAS, 10-75 Emergency Vehicles was awarded on November 18, 2024 by Resolution #2024-368 for the Outfitting a Drone Command Control Mobile Unit in the amount of \$70,614.00; and

WHEREAS, 10-75 Emergency Vehicles has provided a proposal to provide and Install Four (4) Television Monitors in the amount of \$1,082.07; and

WHEREAS, the Township Council desires to approve Change Order #1 and the CFO has certified the availability of funds as evidenced by her signature below:

Appropriation: Ord #23-08 C-04-55-437-880

Signature: _____
James Craft, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 attached hereto in the net increase amount of \$1,082.07 to 10-75 Emergency Vehicles is hereby approved and the contract total is now increased to \$71,696.07.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025.

Karen S. Fournier, Deputy Township Clerk

10-75 Emergency Vehicles
14 First Ave
Unit 3
Haskell, NJ 07420



10-75 Emergency Vehicles
2065A Harlem Road
Cheektowaga, NY 14212
Local: 716-714-9148

CHANGE ORDER

Date	Estimate #
10/27/2025	34628

Local: 973-556-5729

1-877-614-7187

<u>Customer</u>
Township of Lower Police Department

<u>Item</u>	<u>Description</u>	<u>Qty</u>	Cost	Total
misc parts	TCL 55-Inch Class S4 4K LED Smart TV with Google (55S450G, 2023 Model)	1	533.49	533.49T
misc parts	TCL 32-Inch Class S3 1080p LED Smart TV with Google TV (32S350G, 2023 Model)	3	182.86	548.58T

By signing below you are authorizing 10-75 Emergency Lighting to make the above stated changes to the conversion of the vehicle at the stated cost. Please note that change orders may delay the delivery date of the vehicle. No changes will be made until the form has been signed and sent back.

Representative Name:

Representative Signature: _____

Date: _____

Subtotal	\$1,082.07
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Sales Tax (0.0%)	\$0.00
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Total	\$1,082.07
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Check us out on the web

www.1075vehicles.com

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STTE OF NEW JERSEY

RESOLUTION #2025-368

Title: A RESOLUTION APPROVING THE ANNUAL LEVEL OF COMPENSATION FOR THE COMMISSIONERS OF FIRE DISTRICT #3 PURSUANT TO N.J.S.A.40A:14-88 AND LOCAL FINANCE NOTICE 2021-16

WHEREAS, pursuant to N.J.S.A. 40A:14-88 and Local Finance Notice 2021-16, a Board of Fire Commissioners for a Fire District is permitted to establish annual compensation for its fire district commissioners; and

WHEREAS, on October 21, 2025, the Board of Commissioners of Fire District #3, adopted Resolution #2025-15, a copy of which is annexed hereto, establishing the annual level of compensation for the commissioners of Fire District #3; and

WHEREAS, pursuant to N.J.S.A. 40A:14-88, the municipal governing body of the Township of Lower is required to review and approve the proposed annual compensation for the Fire District.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the proposed annual compensation for the Commissioners of Fire District #3, a copy of which is attached hereto, has been reviewed and same is hereby approved.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025 .

Karen Fournier, Deputy Township Clerk

**THE COMMISSIONERS OF FIRE DISTRICT NO. 3
IN THE TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, NEW JERSEY**

RESOLUTION # 2025-15

**RESOLUTION OF THE COMMISSIONERS OF FIRE DISTRICT NO. 3, IN
ESTABLISHING THE ANNUAL LEVEL OF COMPENSATION FOR THE
COMMISSIONERS OF FIRE DISTRICT NO. 3 PURSUANT TO N.J.S.A.
40A:14-88 AND LOCAL FINANCE NOTICE 2021-16**

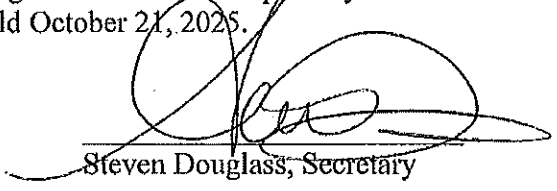
BACKGROUND

WHEREAS, the Commissioners of Fire District No. 3, in the Township of Lower, County of Cape May, State of New Jersey are required to annually establish and authorize the level of compensation for its elected Commissioners pursuant to N.J.S.A. 40A:14-88 and Local Finance Notice LFN 2021-16.

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of Fire District No. 3, in the Township of Lower, County of Cape May, State of New Jersey, as follows:

1. The annual compensation for the Commissioners of Fire District No. 3 is hereby established as set forth on Schedule "A", which is attached hereto and incorporated herein.
2. The Secretary shall provide a copy of this Resolution to the Lower Township Council for their review and approval in accordance with N.J.S.A. 40A:14-88 and Local Finance Notice LFN 2021-16 prior to approval of the annual budget.
3. This Resolution shall take effect immediately upon adoption this 21 day of October, 2025.

I hereby certify the foregoing to be the original resolution adopted by the Board of Commissioners of Fire District No. 3 at a meeting held October 21, 2025.


Steven Douglass, Secretary

	MOTION	SECOND	YEA	NAY	ABSTAIN	ABSENT
Robertson	x		x			
G. Douglass			x			
S. Douglass		x	x			
Sweeten			x			
Devlin			x			

**BOARD OF FIRE COMMISSIONERS
LOWER TOWNSHIP DISTRICT 3**

**PO BOX 162
RIO GRANDE, NJ 08242**

Schedule "A" Resolution 2025-15

Commissioner (5)	\$4100 each
Treasurer	\$2200
Secretary	\$1700

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-369

Title: **AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME**

WHEREAS, the employee listed below has accrued compensatory time due from the Township and has requested payment for this time; and

WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by signature _____ that adequate funding is available for such payment in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that payment to Michael Harkin in the amount of **\$9,097.28** is authorized and chargeable to the 2025 Budget account 5-01-25-240-123.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD							
WAREHAM							
ROY							
COOMBS							
SIPPEL							

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on November 3, 2025.

Karen S. Fournier, Deputy Township Clerk

LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Kevin Lewis
THRU: Sgt. Willam Barcas
FROM: Patrolman Michael Harkin #213
DATE: 10/24/2025
SUBJECT: Comp Time Buy Out

Chief,

I am asking to submit this letter to payroll requesting a buy out of 250 hours accrued comp time. Thank you in advance for your attention to this request.

Respectfully Submitted,

$250 \times \$36.3891 = \$9,097.28$

Michael Harkin
Patrolman Badge 213

 #213

C File

Date	Officer	Comments
10/24/25	208 J 175	Forwarded to Lt. McEwing
10/29/25	LT McEwing	To DC Vannan, Confirmed has time
10/29/25	DC Vannan	FWD: Township Hall & Chief Lewis

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

ORDINANCE #2025-22

Title: AN ORDINANCE AMENDING CHAPTER 400, LAND DEVELOPMENT, OF THE CODE OF THE TOWNSHIP OF LOWER

WHEREAS, Chapter 400, Land Development, of the Code of the Township of Lower regulates and limits the uses of land, the uses and locations of buildings and structures; regulating and restricting the height and bulk of buildings and structures determining the area of yards and other open spaces; regulating and restricting the density of population; dividing the Township of Lower into districts for such purposes; adopting a map of said Township showing boundaries and the classification of such districts; establishing rules, regulations and standards governing the subdivision of land within the Township; establishing a Planning Board and a Board of Adjustment; and prescribing penalties for the violation of its provisions; and

WHEREAS, pursuant to the New Jersey Municipal Land Use Law, specifically N.J.S.A. 40:55D-25 and N.J.S.A. 40:55D-28, the Lower Township Planning Board is vested with the authority to prepare, adopt, and amend the Township's Master Plan and to make recommendations to the governing body concerning amendments to the Township's development regulations, including its Land Development Ordinance; and

WHEREAS, at its duly noticed October 16, 2025 public meeting, the Lower Township Planning Board, reviewed and recommended certain amendments to Chapter 400, Land Development, Article II, Terminology, Section 8, Definitions, of the Code of the Township of Lower to ensure consistency, remove outdated terminology, and better align the Township's ordinance with the goals and objectives of the Township's Master Plan; and

WHEREAS, the Township Council of the Township of Lower has reviewed the Planning Board's recommendations and finds that adoption of the proposed amendments Chapter 400, "Land Development," Article II, "Terminology, Section 8, Definitions, of the Code of the Township of Lower, as recommended by the Planning Board, is in the best interest of the Township and its residents.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Chapter 400, Land Development, Article II, Terminology, Section 8, Definitions, of the Code of the Township of Lower, be and hereby is amended as follows:

Section 1. The following definitions outlined within Chapter 400, Land Development, Article II, Terminology, Section 8, Definitions, are hereby amended and restated as follows:

400-8 Definitions.

Accessory Building, Structure or Use

A building, structure or use which is customarily associated with and is subordinate and incidental to the principal building, structure or use and which is located on the same lot therewith. An accessory building attached to the principal building shall comply in all respects with the requirements applicable to the principal building. Accessory Buildings, Structures or Use shall not exceed the height of the Principal Structure or the Building Coverage of the Principal Structure.

Dwelling Unit

A room or series of connecting rooms designed for permanent or seasonal or temporary residency containing any one of the following; 1. Living, 2. Cooking, 3. Sleeping, 4. Sanitary facilities, for one housekeeping unit. The dwelling unit shall be self-contained and shall not require passing through another dwelling unit or other indirect route(s) to get to any portion of the dwelling unit.

Section 2. All other ordinances in conflict or inconsistent with this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 3. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remaining portions of this Ordinance shall not be affected thereby and shall remain in full force and effect, and to this end the provision of this Ordinance are hereby declared to be severable.

Section 4. This Ordinance shall become effective 20 days after final passage and publication according to law.

Thomas Conrad, Councilmember

Joseph Wareham, Councilmember

Roland Roy, Jr., Councilmember

Kevin Coombs, Deputy Mayor

Frank Sippel, Mayor

First Reading: November 3, 2025

Adopted:

Attest: _____
Karen S. Fournier, Deputy Township Clerk