

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

ELECTION OF COUNCIL PRESIDENT FOR YEAR 2026

RESOLUTION: 001-2026

ADOPTED: 01/02/2026

WHEREAS, the Borough of High Bridge Council takes nominations and elects a Council President annually; and

WHEREAS, having taken nomination at this Reorganization Meeting and votes were counted.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of High Bridge do hereby approve the nomination of Kelly Matos as Council President for the year 2026.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

TEMPORARY BUDGET

RESOLUTION: 002-2026

ADOPTED: 01/02/2026

WHEREAS, it is necessary for the Borough of High Bridge, in the County of Hunterdon and State of New Jersey to meet commitments and make payment of claims prior to the adoption of the 2026 Municipal Budget; and

WHEREAS, Title 40A: 4-19 of the New Jersey Statutes Annotated provides that temporary appropriations can be made to provide for the budget. Said appropriations shall not exceed 26.25% of the total of the appropriations made for all purposes in the budget for the preceding fiscal year excluding interest and debt redemption charges, capital improvement fund and public assistance.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey that the following temporary budget be adopted as provided for in the aforesaid Title 40A: 4-19:

<i>Administration-S&W</i>	\$10,00.00
<i>Administration-O/E</i>	\$1,000.00
<i>Internet</i>	\$7,500.00
<i>Mayor & Council-O/E</i>	\$500.00
<i>Advertising</i>	\$2,000.00
<i>Newsletter/Website</i>	\$2,000.00
<i>Clerk-S&W</i>	\$12,800.00
<i>Clerk-O/E</i>	\$1,300.00

<i>Codification</i>	\$2,500.00
<i>Finance-S&W</i>	\$14,000.00
<i>Finance-O/E</i>	\$6,000.00
<i>Tax Collector-S&W</i>	\$11,500.00
<i>Tax Collector-O/E</i>	\$2,000.00
<i>Tax Assessor-S&W</i>	\$14,500.00
<i>Tax Assessor-O/E</i>	\$500.00
<i>Legal-O/E</i>	\$21,000.00
<i>Engineering-O/E</i>	\$17,000.00
<i>Buildings & Grounds-O/E</i>	\$27,000.00
<i>Buildings & Grounds-Office -O/E</i>	\$21,300.00
<i>Planning Board-S&W</i>	\$3,000.00
<i>Planning Board-O/E</i>	\$11,000.00
<i>Zoning-O/E</i>	\$4,100.00
<i>Construction Code – S&W</i>	\$13,800.00
<i>Construction – O/E</i>	\$200.00
<i>CCO Building Inspector-S&W</i>	\$1,600.00
<i>Insurance Liability-Other</i>	\$15,500.00
<i>Insurance – Workers Compensation</i>	\$1,500.00
<i>Insurance – Group</i>	\$90,000.00
<i>Police-S&W</i>	\$304,000.00
<i>Police-O/E</i>	\$28,600.00
<i>Police Lease</i>	\$3,200.00
<i>Emergency Mgmt-O/E</i>	\$600.00
<i>Fire – S&W</i>	\$2,400.00
<i>Fire – O/E</i>	\$10,000.00
<i>Rescue/ First aid- O/E</i>	\$7,700.00

<i>Economic Development- O/E</i>	\$300.00
<i>DPW-S&W</i>	\$55,000.00
<i>DPW-O/E</i>	\$100,000.00
<i>Environmental Comm – O/E</i>	\$300.00
<i>Parks & Playgrounds- O/E</i>	\$2,750.00
<i>Field Maintenance- O/E</i>	\$1,000.00
<i>Board of Health- O/E</i>	\$200.00
<i>Special Events</i>	\$300.00
<i>Cultural & Heritage- O/E</i>	\$300.00
<i>Golf – O/E</i>	\$320,000.00
<i>Electricity</i>	\$10,600.00
<i>Street Lighting</i>	\$14,000.00
<i>Telephone</i>	\$5,600.00
<i>Gasoline</i>	\$17,850.00
<i>Heating Fuel</i>	\$10,500.00
<i>Social Security</i>	\$31,500.00
<i>Environmental Testing- O/E</i>	\$800.00
<i>Municipal Court-O/E</i>	\$12,100.00
<i>Stormwater Management- O/E</i>	\$1,000.00
<i>Capital Improvement</i>	\$200,000.00
<i>Bond Principal</i>	\$270,000.00
<i>Bond Interest</i>	\$133,150.00
<i>NJEIT - Principal & Interest</i>	\$50,000.00
<i>DAM - Principal & Interest</i>	\$230,000.00
<i>Total Temporary Budget – Current Fund</i>	\$ 2,135,850.00

WATER UTILITY

<i>Salaries & Wages</i>	\$80,000.00
<i>Other Expenses</i>	\$95,000.00
<i>Social Security</i>	\$5,000.00
<i>Capital Improvement Fund</i>	\$75,000.00
<i>Total Temporary Budget - Water</i>	\$ 255,000.00

SEWER UTILITY

<i>Salaries & Wages</i>	\$50,000.00
<i>Other Expenses</i>	\$205,000.00
<i>Social Security</i>	\$5,000.00
<i>Bond Principal</i>	\$30,000.00
<i>Bond Interest</i>	\$51,675.00
<i>Total Temporary Budget - Sewer</i>	\$ 341,675.00

SOLID WASTE UTILITY

<i>Salaries & Wages</i>	\$40,000.00
<i>Other Expenses</i>	\$115,000.00
<i>Social Security</i>	\$1,500.00
<i>Total Temporary Budget - Solid Waste</i>	\$ 156,500.00

ATTEST:

Adam Young

Adam Young
Municipal Clerk

Michele Lee

Michele Lee
Mayor

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

BOARDS AND COMMITTEE APPOINTMENTS

RESOLUTION: 003-2026

ADOPTED: 01/02/2026

WHEREAS, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, wishes to make the Board and Committee Appointments found below; and,

WHEREAS, these appointments provide necessary services to the community,

NOW, THEREFORE, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, hereby approve the Board and Committee Appointments as outlined below.

BOARD OF HEALTH (7 members) - 4 year term

MEMBER	TERM EXPIRATION
Vacant	12/31/2028
Vacant	12/31/2025 <u>9</u>
Nicole Cahill	12/31/2025 <u>9</u>
Lynn Hughes	12/31/2026
Margaret Doyle	12/31/2026
Donna Exley	12/31/2027
John Conant	12/31/2027

HISTORICAL COMMITTEE (7 members) – 3 year term

MEMBER	TERM EXPIRATION
John Mount	12/31/2025 <u>8</u>
Ellie Curtin	12/31/2025 <u>8</u>
Nancy Hunt	12/31/2026
Joseph Brosnan	12/31/2026
Vacant	12/31/2027
Catherine Homa-Rocchio	12/31/2027
Vacant	12/31/2027

ECONOMIC DEVELOPMENT COMMITTEE (7 members) – 3 year term

MEMBER	TERM EXPIRATION
Rachel Yu	12/31/2026
Michele Iervolino	12/31/2026
Jennifer Kucharski	12/31/2027
Vacant	12/31/2027
Vacant	12/31/2025 8
Vacant	12/31/2025 8
Vacant	12/31/2025 8
ALTERNATES	
Vacant	12/31/2027
Vacant	12/31/2026
Mayor or Council President, Ex-Officio	

ENVIRONMENTAL COMMISSION: (7 members) – 3 year term

MEMBER	TERM EXPIRATION
Linda DeMarzo	12/31/2026
Ann Willard	12/31/2026
Jeanie Baker	12/31/2027
Alan Mart, Planning Board Liaison	12/31/2027
Lynn Hughes	12/31/2025 8
Amanda Regan	12/31/2025 8
Bob Haake	12/31/2025 8
ALTERNATES	
<u>Robert Regan</u> Vacant	12/31/2026
Vacant	12/31/2027

GOLF COMMITTEE (7 Members) 3 year term

MEMBER	TERM EXPIRATION
Maurice Koffman	12/31/2026
Rick Roll	12/31/2026
Mike Exley	12/31/2027
Ron Zielinski	12/31/2027
Don Broadhecker	12/31/2025 8
Joseph Supnet	12/31/2025 8
Gordon Marx	12/31/2025 8

SPECIAL EVENTS COMMITTEE (8 Members) 3 year term

MEMBER	TERM EXPIRATION
Vacant, Chairperson	12/31/2026
Vacant	12/31/2026
Vacant	12/31/2027
Vacant	12/31/2027
Vacant	12/31/2027
Vacant	12/31/2025 <u>8</u>
Vacant	12/31/2025 <u>8</u>

GREEN TEAM: (7 members) – 1 year term

MEMBER	TERM EXPIRATION
Lynn Hughes	12/31/2025 <u>6</u>
Jeanie Baker	12/31/2025 <u>6</u>
Linda DeMarzo	12/31/2025 <u>6</u>
Pia Kristjansen	12/31/2025 <u>6</u>
Kirsten Norberg	12/31/2025 <u>6</u>
Vacant	12/31/2025 <u>6</u>
Vacant	12/31/2025 <u>6</u>

CREATIVE TEAM: (1 year term)

MEMBER	TERM EXPIRATION
Pia Krisjansen	12/31/2025 <u>6</u>
Cheryn Bolasci	12/31/2025 <u>6</u>
Kim Farrier	12/31/2025 <u>6</u>
Liam Smith	12/31/2025 <u>6</u>
Kirsten Norberg	12/31/2025 <u>6</u>
Evan Schlomann	12/31/2025 <u>6</u>
Karyn Gove	12/31/2025 <u>6</u>

PLANNING BOARD (9 members plus 2 alternates)

Class IV 4 years, Class I – term, Class II 1 year or 4, Class III 1 year, Alternates 2 years.

(1 Class IV – member of Bd. Of Adj., Environmental Comm., or School – 3 yrs/or Enviro. Comm. Term)

MEMBER	CLASS	TERM EXPIRATION
Michele Lee	Mayor – Class I	12/31/2026
<u>Coleen Conroy</u>	Council - Class III	12/31/2025 <u>6</u>
Alan Mart *	Class IV -Environmental Commission Liaison	12/31/ 2027
Robert Ryder *	Class IV	12/31/2025 <u>9</u>
Benjamin Yu *	Class IV	12/31/2025 <u>9</u>
Maurice Koffman *	Class IV	12/31/2028
Joseph Suozzo *	Class IV	12/31/2028
John Musnuff *	Class IV	12/31/2027
Joseph Brosnan *	Class IV	12/31/2027
Alternates		
Leah Epstein - Alt. 1 *		12/31/2026
Tom Osborne - Alt. 2 *		12/31/2025 <u>7</u>
Amanda Regan - Alt 3 *		12/31/2026
Vacant - Alt 4 *		12/31/2025 <u>7</u>

* Listed for reference only – Appointment by Mayor

RECREATION COMMITTEE (7 members) – 3 year term

MEMBER	TERM EXPIRATION
Joseph Masser	12/31/2026
Rachel Coleman	12/31/2026
Andrew Schneider	12/31/2027
Tania Fennell	12/31/2027
Vacant	12/31/2025 <u>8</u>
Joe Campolattano	12/31/2025 <u>8</u>
Andrew Fulda	12/31/2025 <u>8</u>

NEWSLETTER, WEBSITE COMMITTEE, AND SOCIAL MEDIA:

(3 members) – 1 year term

MEMBER	TERM EXPIRATION
Michele Lee, Mayor, ex-officio	
Lynn Hughes	12/31/2025 <u>6</u>
Vacant	12/31/2025 <u>6</u>

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

DESIGNATION OF OFFICIAL BOROUGH NEWSPAPERS

RESOLUTION: 004-2026

ADOPTED: 01/02/2026

BE IT RESOLVED by the Council of the Borough of High Bridge, County of Hunterdon, in the State of New Jersey that pursuant to the N.J.S.A. 40:53-1 et seq. the Hunterdon Review and Star Ledger be designated as the official newspaper of the Borough.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

OPEN PUBLIC RECORDS ACT REQUEST PROCESSING HOURS

RESOLUTION: 005-2026

ADOPTED: 01/02/2026

WHEREAS, the Borough of High Bridge has limited staffing to handle the volume of Open Public Records Requests, and

WHEREAS, NJSA 47:1A-5 allows times during which records may be inspected, examined, copied; access; copy fees; in the case of a municipality having a population of 5,000 or fewer according to the most recent federal decennial census, during not less than six regular business hours over not less than three business days per week or the entity's regularly scheduled business hours, whichever is less, and

NOW, THEREFORE, BE IT REOLVED by the Council of the Borough of High Bridge, in the County of Hunterdon and the State of New Jersey, hereby sets the hours for review and processing Open Public Records Requests for the following days and times:

Tuesday, Wednesday, and Thursday from 2:00 pm to 4:00pm

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**A RESOLUTION TO ADOPT MINUTES OF PREVIOUS MEETINGS TO BE
APPROVED NEED NOT BE READ BY THE BOROUGH CLERK**

RESOLUTION: 006-2026

ADOPTED: 01/02/2026

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of High Bridge, Hunterdon County, New Jersey that the Minutes of previous meetings to be approved need not be read by the Borough Clerk, provided that a true copy thereof has been delivered to the Mayor and Council, Borough Administrator, Chief Financial Officer, and Borough Attorney.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**ADOPTION OF CYBER SECURITY, SOCIAL MEDIA, AND BOROUGH HALL
ACCESS POLICIES**

RESOLUTION: 007-2026

ADOPTED: 01/02/2026

WHEREAS, the Council wishes to have the above titled policies remain in effect;

NOW, THEREFORE, BE IT RESOLVED, that the Council of High Bridge hereby adopts the above Information Technology Cyber Security Policy, Social Media Policy, and the Borough Hall Access Policy for 2026.

[policies attached below]

BOROUGH OF HIGH BRIDGE SOCIAL MEDIA POLICY

Adopted date: 01/02/2025

PURPOSE

This policy sets forth guidelines for the establishment and use by the Borough of High Bridge ("the Borough") of all social media sites as a means of conveying Borough-related information to its residents and visitors.

For purposes of this policy, "social media" is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, blogs, RSS, YouTube, Twitter, and Vimeo. For purposes of this policy, "comments" include information, articles, links and pictures.

SCOPE

This policy shall apply to any and all employees, individuals, volunteers, agencies, departments, officials, and/or council members who are now or hereinafter permitted as authorized users by the Borough of High Bridge to post content on the Borough's social media sites.

GENERAL POLICY

Because the Borough of High Bridge has an overriding interest and expectation in deciding who may "speak" and what is "spoken" on behalf of the Borough of High Bridge on social media sites, this policy is established for the use of all social media.

- A. The Borough of High Bridge shall have a unified presence on social media sites deemed appropriate for use by the governing body.
- B. No Borough of High Bridge social media site shall be established without prior approval by Ordinance or Resolution of the Borough Council. All Borough social media sites shall be administered by permissible users which shall be the Mayor and/or the Mayor's designee(s). Any pre-existing social media sites acting on behalf of the Borough or posing as an entity of the Borough shall be required to obtain approval of the Borough Council in order to function under the Borough of High Bridge's unified presence.
- C. The Mayor and/or Mayor's designee, which may include a third party vendor, approved by the Mayor and Borough Council, shall monitor the High Bridge social media pages to ensure adherence to this policy, including appropriate use, messaging, and branding that is consistent with the interests, goals, and objectives of the Borough. The designated Committee Chair and Co-Chair will be responsible for the content of any Borough social media sites they may create. Event planners within

Committees will be responsible for administering and monitoring the platforms for these events, with approval of the Committee Chair and/or Co-Chair.

D. Any and all permissible users shall be provided with a copy of this policy and sign an Acknowledgment of Use (Addendum A) prior to utilizing Borough social media sites.

E. The Borough social media sites shall clearly set forth that they are maintained by the Borough and designated Committee Chairs and that all sites follow this Social Media Policy.

F. Wherever possible, the Borough social media sites should link back to the official Borough website for forms, documents, online services and other information necessary to conduct business with the Borough of High Bridge.

G. The Borough of High Bridge website at <http://www.highbridge.org> will remain the Borough's primary and predominant internet presence.

H. The Borough of High Bridge social media sites are intended to be informational only and are not intended to be used as an open forum for making comments, including any official communications to the Borough, for example, reporting crimes or misconduct, reporting dangerous conditions, giving notice required by any statute by, ordinance or regulations such as but not limited notices of claim. Prominent notice of this paragraph shall be displayed on every Borough social media site, along with the appropriate contact information for submitting official communications.

I. This social media policy and the Borough's Terms of Use Disclosure (Addendum B) shall be placed on the Borough of High Bridge Website and displayed to social media users or made available by hyperlink.

J. The Borough's social media sites and this Policy are subject to all applicable federal and NJ laws and regulations, as well as applicable record retention requirements. This includes adherence to established laws and policies regarding copyright, records retention, [Freedom of Information Act](#) (FOIA), [Open Public Records Act](#) (OPRA), First Amendment, privacy laws, Open Public Meetings Act and information security policies established by the Borough of High Bridge, its departments, affiliated boards, commissions and authorities.

K. This Social Media Policy may be revised at any time by Ordinance or Resolution of the Borough Council.

L. Any social media site created by the Borough of High Bridge, including all the followers and friends generated by the site remain the property of the Borough. If a site representative no longer serves in such capacity, for any reason, they must relinquish everything related to the site including user names, passwords and/or access codes or information.

M. For purposes of this policy, Borough social media falls into two distinct categories:

- i. The High Bridge Borough Government Website does not allow for any public comments whatsoever. It is reserved for the Borough government to engage in its own expressive conduct to promote its own message and disseminate information. Examples of this type of site include the Borough's official website and the social media sites where public comment has not been enabled.
- ii. Limited Public Social Media Forums are Borough social media sites where public comment may be enabled; however, it is not intended for discussion on specific topics as signified by postings by permissible users or consistent with the purposes of this policy. Submission of comments by members of the public constitutes participation in a limited public forum.

COMMENT POLICY

- A. As a public entity the Borough must abide by certain standards to serve all its constituents in a civil and unbiased manner.
- B. When a post, comment, link, photograph, or other notification is made by an authorized designee on behalf of the Borough of High Bridge, the authorized designee shall not share personal information about himself or herself, or other High Bridge employees and or officials.
- C. A comment posted by a member of the public on any Borough social media site is the opinion of the commentator or poster only, and publication of a comment does not imply endorsement of, or agreement by, the Borough, nor do such comments necessarily reflect the opinions or policies of the Borough.
- D. Any attempt to hack or otherwise compromise the Borough's internet or social media sites will be reported to law enforcement and the perpetrator will be denied access to the sites.
- E. The Borough of High Bridge reserves the right to deny access to its social media sites for any individual, who violates the High Bridge Social Media Policy, at any time and without prior notice.

PROHIBITED CONTENT

- A. Comments containing any of the following inappropriate forms of content shall not be permitted on any of the Borough's social media sites and are subject to removal or restriction, in whole or in part, by the appointed designee:
 - i. Profane, obscene, violent or pornographic content and/or language or links to such materials;
 - ii. Content that promotes, fosters, or perpetuates discrimination on the basis of

race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;

iii. Encouragement of illegal activity;

iv. Information that may tend to compromise the safety or security of the public or public systems;

v. Threats to any person or organization;

vi. Conduct that violates any federal, state, or local law;

vii. Content that violates a legal ownership interest of any other party;

viii. Solicitation of commerce, including but not limited to advertising of any business or product for sale. This prohibition does not apply to advertising of the Borough's activities;

ix. Content that incites violence;

x. Comments containing vulgar, offensive, threatening, or harassing language, personal attacks, or unsupported accusations;

xi. Comments unrelated to the particular post being commented upon

xii. politically biased viewpoints

LEGAL

A. The Borough reserves the right to report any violation of a social media site's Rules, Terms and Conditions, Rights and Responsibilities, etc., to that site with the intent of that site taking appropriate and reasonable responsive action. All High Bridge policies are applicable to interactions on social media sites when acting in an official capacity and representing the Borough.

ADDENDUM A

Borough of High Bridge Acknowledgement of Official Use by Borough Authorized Permitted User

I, _____, acknowledge that:

- A. I received a copy of the Borough of High Bridge's social media policy dated on 01/06/2022;
- B. I have been given an opportunity to ask questions about said policy and I have been provided with satisfactory information in response to my questions;
- C. I understand the language used in this policy;
- D. I acknowledge that the Borough reserves the right to add, amend or discontinue any of the provisions of this policy for any reason or none at all, in whole or in part, at any time, with or without notice;
- E. I acknowledge that I understand this policy and I agree that I will comply with all of its provisions.

Date Signature

ADDENDUM B

Terms of Use Disclosure (to be posted on all High Bridge Social Media Sites)

1) Information Disclaimer

The Borough of High Bridge, its officers, employees or agents shall not be liable for damages or losses of any kind arising out of or in connection with the use or performance of information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of any such information, or damages incurred from the viewing, distributing, or copying of those materials.

2) Linking Policy - Links To External Sites

The Borough of High Bridge site may contain links to outside websites. These websites are not owned, operated, controlled or reviewed by the Borough of High Bridge. These links are provided solely as a courtesy and convenience to the visitor.

The Borough of High Bridge its officers or employees, exercise no control over the organizations, views, accuracy, copyright or trademark, compliance or the legality of the material contained in these outside websites.

The Borough of High Bridge, its officers or employees, do not sponsor, endorse, or approve the information, content, proceeds, materials, opinions or services contained on such outside websites. The visitor proceeds to these outside websites at his/her own risk. The Borough of High Bridge specifically disclaims any and all liability from damages, which may result from the accessing of a third-party site, which is linked to the Borough of High Bridge website or from reliance upon only such information.

3) Endorsement Disclaimer

Reference in this website to any specific commercial products, processes, or services, or the use of any trade firm or corporation name is for the information and convenience of the public, and does not constitute endorsement, recommendation, or favoring by the Borough of High Bridge or its officers, employees or agents.

4) Copyright and Trademark Limitations

The Borough of High Bridge makes no warranty that materials contained herein are free of copyright or trademark claims or other restrictions or limitations on free use or display. Making a copy of such material may be subject to copyright or trademark laws.

5) Use of Material from this site

The Borough of High Bridge has made the content of these pages available to the public and anyone may view, copy or distribute Borough of High Bridge information found here without obligation to the Borough of High Bridge for non-commercial, personal use only, unless otherwise stated on particular material or information to which a restriction on free

use may apply.

The design of this site, original graphics, and original content are all copyrighted by the Borough of High Bridge and may not be re-engineered, distributed, modified, transmitted, re-used, reposted, or duplicated without the express written permission of the Borough of High Bridge in each instance. All requests to use any part of the original design, code, graphics or content of this site should be made via e-mail to the Borough Administrator

6) Unauthorized Modifications

Unauthorized attempts to modify or otherwise alter any information or image stored on any Borough of High Bridge government website may result in criminal prosecution.

Borough of High Bridge Personnel Policies Manual

ADOPTED: 11/13/2025 by Resolution 276-2025

ACKNOWLEDGMENT OF RECEIPT OF
BOROUGH OF HIGH BRIDGE
PERSONNEL POLICIES MANUAL

Employee's Name: _____

Employee Identification No.: _____ Manual No.: _____

This personnel policy manual is the property of the Borough of High Bridge (the "Borough").

I, _____, acknowledge receipt of this Personnel Policies Manual on _____ . I understand that this manual explains the Borough's policies, and that it is furnished to me for my information. I also understand that this manual supersedes any prior understanding I may have had regarding the Borough's employment policies. I acknowledge my responsibility to read and become familiar with the contents of this Manual and update the Manual as instructed.

I understand that the Borough may amend, supplement, or terminate the policies that are not set by any valid bargaining agreement, or state or federal law without advance notice to me. I understand that the Borough will inform employees of effective changes in advance when possible. I also understand that, except as provided by a collective bargaining agreement or applicable law, all employees are employees- at-will. This means that either the Borough or I may terminate my employment at any time for any reason, with or without cause, and with or without notice.

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

Upon separation from employment with the Borough, this personnel policy manual and any updates shall be returned to the Borough Clerk's Office.

[Signature of Employee]

Date

[Signature of Employee Representative]

Date

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Appendix A: Organizational Chart	

SECTION ONE: GENERAL PERSONNEL POLICIES

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Borough of High Bridge 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 Borough of High Bridge 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), pregnancy, breastfeeding, childbirth, 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 Borough Administrator, 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 AND PREGNANT WORKERS FAIRNESS

The Borough of High Bridge complies with the New Jersey Law Against Discrimination, the Americans with Disabilities Act, and the federal Pregnant Workers Fairness Act (“PWFA”). The Borough of High Bridge 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, pregnancy, pregnancy-related medical condition, breastfeeding or childbirth. The Borough of High Bridge also will make reasonable accommodations wherever necessary for all employees or applicants with disabilities or with known limitations related to pregnancy, childbirth or related medical conditions, 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 Borough of High Bridge'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

Borough of High Bridge, 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.

The Pregnancy Workers Fairness Act (“PWFA”) defines “pregnancy and childbirth” as meaning the pregnancy or childbirth of the specific employee in question and includes, but is not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth.

Requesting Accommodation. Qualified employees or prospective employees with disabilities, or who need accommodations due to pregnancy, childbirth, or related medical conditions, 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 Borough of High Bridge. In the written request, the employee or prospective employee should identify themselves as a person with a disability, eligible for protection, or include an explanation of the pregnancy-related limitation and identify the nature of the accommodation or consideration desired.

The Borough of High Bridge may require the employee to provide adequate medical or other appropriate documentation of the disability or pregnancy or childbirth-related condition and the need for the desired accommodation. The Borough of High Bridge will reasonably accommodate the known physical or mental limitation of an otherwise qualified applicant or employee with a disability or employee affected by pregnancy or childbirth unless the accommodation would impose an undue hardship on the Borough of High Bridge’s business operation.

To further the Borough of High Bridge’s nondiscrimination policy, the Borough of High Bridge 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 Borough of High Bridge 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.

In the case of an employee needing accommodations for pregnancy or childbirth, a reasonable accommodation may include the temporary suspension of essential functions and/or modifications or adjustments that permit the temporary suspension of essential functions.

In the case of an employee breastfeeding her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to work area for the employee to express breast milk for the child.

The Borough of High Bridge 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 Borough of High Bridge's equal employment opportunity policy, he or she should contact the Borough of High Bridge.

POLICY AGAINST HARASSMENT

The Borough of High Bridge is committed to providing a work environment that is free of discrimination. The Borough of High Bridge 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 Borough of High Bridge, as well as volunteers working on behalf of the Borough of High Bridge, 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 Borough of High Bridge 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 Borough of High Bridge 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. A hostile work environment can arise not only from conduct at the workplace, but can also arise from conduct occurring in a work-related context outside of the workplace (i.e., virtually or off-site) and

conduct occurring in a non-work related context (i.e., through private phones, computers, or social media accounts) when that conduct impacts the workplace.

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 Borough of High Bridge 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 Borough Administrator. The Borough Administrator 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 Borough Administrator are contained in the Contact Information attached to this policy.

Any individual uncomfortable reporting an incident to the designated Affirmative Action Officer and/or Borough Administrator should feel free to go to any management representative which he or she feels most comfortable to relay the problem to. 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.

The Borough of High Bridge 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 Borough of High Bridge's property during regular work hours for an employee to file a complaint under this policy.

The Borough of High Bridge strongly encourages employees who witness conduct which they believe violates the Borough of High Bridge's Policy Against Harassment to report the violation pursuant to this complaint procedure. The Borough of High Bridge 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 Borough of High Bridge shall conduct an investigation into the harassment complaint to determine the merits of the allegations. The designated Affirmative Action Officer and/or Borough Administrator shall designate the Borough Attorney or other 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 Borough of High Bridge 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 Borough of High Bridge.

In the event that the Borough of High Bridge 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 Borough of High Bridge 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 Borough Administrator for resolution.

Retaliation Prohibited. The Borough of High Bridge 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 Borough Administrator 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 Borough of High Bridge 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 Borough of High Bridge's Policy Against Harassment should contact the designated Affirmative Action Officer and/or Borough Administrator.

Training. The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge will engage in proactive efforts to monitor and ensure compliance with its policies within their workplaces.

Contact Information

1. BOROUGH ADMINISTRATOR

Email: administrator@highbridge.org
Phone: (908) 638-6455 x23

2. AFFIRMATIVE ACTION OFFICER

Borough Administrator

Email: administrator@highbridge.org
Phone: (908) 638-6455 x23

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
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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:

(Attach Additional Sheets if Necessary)

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 Borough of High Bridge 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 Borough of High Bridge deems relevant.

Signature of Complainant: _____ Date: _____

Harassment 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:

(Attach Additional Sheets if Necessary)

Witness Statement Form (cont'd)

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 Borough of High Bridge has adopted this Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing problem nationally that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the Borough of High Bridge employees, or which occur on the Borough of High Bridge'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 Borough of High Bridge, 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 Borough of High Bridge property, regardless of the relationship between the Borough of High Bridge and the parties involved in the incident.

All threats or acts of violence not occurring on Borough of High Bridge property but involving someone who is acting in the capacity of a representative of the Borough of High Bridge.

All threats and acts of violence not occurring on Borough of High Bridge property involving an employee of the Borough of High Bridge if the threats or acts of violence affect the legitimate interest of the Borough of High Bridge.

Any threats or acts resulting in the conviction of an employee or agent of the Borough of High Bridge, or of an individual performing services on the Borough of High Bridge's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests and goals of the Borough of High Bridge.

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 Borough of High Bridge;

Making harassing or threatening telephone calls, letters or other forms of written or electronic communications;

Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the Borough of High Bridge;

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 Borough of High Bridge property.

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

Application of Prohibition. The Borough of High Bridge’s prohibition against threats and acts of violence applies to all persons involved in the Borough of High Bridge’s operation, including but not limited to Borough of High Bridge personnel, volunteer, contract and temporary workers, and anyone else on Borough of High Bridge property. Violation of this policy by any individual on Borough of High Bridge property, by any individual acting as a representative of the Borough of High Bridge while not on Borough of High Bridge property, or any individual acting off of the Borough of High Bridge property when his or her actions affect the public interest or the Borough of High Bridge’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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge’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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge may undertake an investigation.

The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge a reasonable opportunity to correct the activity, policy or practice. It is the Borough of High Bridge'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 Borough of High Bridge and cause the Borough of High Bridge and its employees to be subjected to adverse publicity leading to public distrust.

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

SECTION TWO: EMPLOYEE BENEFITS

COMPENSATION

The Borough of High Bridge 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 Borough of High Bridge pay period begins 1st through 15th, and ends 16th through the last day of the Month. Wage payments are issued on 10th and 25th days of the Month.

No wages may be paid in advance of the normal payday.

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 Borough of High Bridge prior to the retroactive payment, unless otherwise stated in the applicable collective bargaining agreement.

OVERTIME

The Borough of High Bridge 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, 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 Borough Administrator 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 Borough Administrator's prior approval and at the sole discretion of the Borough Administrator, which approval shall not be unreasonably withheld if there is otherwise sufficient staffing to accommodate the request.

Depending on work needs, employees may be required to work overtime. Non-exempt employees are not permitted to work overtime unless the overtime is budgeted and approved by the Department Head and the Borough Administrator. Non-exempt 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 fifty (50) hours, unless otherwise specified by collective bargaining agreement. Once this maximum has been accumulated, all additional hours will be compensated by overtime pay. In the event of a conflict between these rules and any collective bargaining agreement, or Federal or State law, the terms and conditions of that collective bargaining agreement or law shall prevail.

Accrued and taken overtime compensating hours must be noted on the employee's time sheet. Previously scheduled Paid Time Off ("PTO"), including vacation time, personal time, and holiday time, is considered time worked for purposes of determining overtime compensation, but sick time and personal time are not.

MEDICAL BENEFITS

PLEASE NOTE: FULL DETAILS OF EMPLOYEE'S HEALTH, MEDICAL AND HOSPITALIZATION PLANS CAN BE FOUND IN THE OFFICIAL INSURANCE PLAN DOCUMENTS. IF THERE IS ANY CONFLICT OR INCONSISTENCY BETWEEN THE INFORMATION IN THE POLICY AND PROCEDURES MANUAL AND THE OFFICIAL DOCUMENTS, THE OFFICIAL DOCUMENTS WILL GOVERN. THE BOROUGH OF HIGH BRIDGE 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 BOROUGH OF HIGH BRIDGE 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge reserves the right to conduct a coverage audit to verify proper coverage for employees and eligible dependents.

Dependent Defined. The Borough of High Bridge 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 unmarried children under the age of twenty-six (26) years who live with the employee in a regular parent-child relationship.

“Children” includes biological children, 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 Borough of High Bridge provides major medical and hospitalization insurance for the employee. The Borough of High Bridge 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 Borough of High Bridge's major medical and hospitalization insurance plans in accordance with current health plan documents.

Payments of such premiums by the Borough of High Bridge 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 Borough of High Bridge provides prescription drug insurance for the employee. The Borough of High Bridge 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 Borough of High Bridge's prescription insurance plan in accordance with current plan documents.

Payments of such premiums by the Borough of High Bridge 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 Borough of High Bridge'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 Borough of High Bridge's dental plan in accordance with the specific requirements of the insurance plan carried by the Borough of High Bridge.

The Borough of High Bridge provides dental insurance for the employee. Unionized employees receive dental coverage in accordance with applicable collective bargaining agreements. The Borough of High Bridge may provide dental coverage for the employee's eligible dependents.

Payments of such premiums by the Borough of High Bridge 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 Borough of High Bridge shall provide health care retirement coverage provided the employee was a full-time employee who was eligible for health insurance coverage until their retirement date. Upon their retirement, they must have completed at least twenty (20) years of service with the Borough of High Bridge and be eligible for a retirement benefit from a New Jersey State-administered retirement system immediately following termination of employment based upon their having been credited with at least 25 years of service in such retirement system. This retiree health coverage will also extend to a surviving spouse of the retiree, if covered at the time of retirement. This benefit may change from time to time as deemed appropriate, but coverage will not be decreased or eliminated without prior notice to the affected retiree. Further details concerning this

benefit, including enrollment and details concerning the processing of claims, may be obtained from the Borough Administrator, or designee.

Continuation Coverage. An employee and his/her family, if covered by the Borough of High Bridge'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.

Payments to Employees in lieu of Receiving Health Benefits. N.J.S.A. 52:14-17.31a and 40A:10-17.1 authorizes the Borough as a provider of employee health benefits through the State Health Benefits Program [SHBP] or non-SHBP coverage, to make annual payments to employees who are eligible for other health care coverage in exchange for waiving health coverage provided by the Borough. The employee must be eligible for other healthcare coverage in addition to the Borough's coverage [e.g. through a spouse or domestic partner]. *Note if the Borough is in the SHBP, and the alternate coverage is also under SHBP or the School Employees Health Benefits Program [SEHBP], the employee cannot receive a waiver payment. An employee may waive all Borough-provided health benefits or a select benefit, except for dental benefit. The health benefit waiver payment is calculated based on what the Borough of High Bridge saves as a result of the employee not receiving the benefit being waived, and are capped by statute. As of the effective date of P.L. 2010.c.2 payments cannot exceed the lesser of twenty-five percent [25%] of the amount saved by the Borough as a result of the waiver, or \$5,000.00.

HIPAA COMPLIANCE

The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge. 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 Borough of High Bridge 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 Borough of High Bridge will endeavor to bring employees with temporary work-related injuries or illnesses back on the job as soon as possible. The Borough of High Bridge 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 Borough of High Bridge and, as a consequence, is unable to perform his/her regular job duties.

The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge of the employee's medical progress and the Borough of High Bridge 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 Borough Administrator 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 Borough Administrator 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.

Job Related Injury Investigation Policy Form

REPORT FORM – PART 1

Electrical incidents, water leaks, bodily fluids: Report immediately to
[FACILITIES MAINTENANCE – contact Department of Public Works]

Employee: complete part 1 and provide to your Supervisor IMMEDIATELY		
Supervisor: Incident? <u>No</u> first aid or higher treatment, <u>no</u> property damage, <u>no</u> public involvement. Circle "incident" and forward completed part 1 to Department Head.	<input type="radio"/> O <input type="radio"/> R	Supervisor: Accident/illness? Circle <u>yes</u> event. Upon safely securing scene, IMMEDIATELY contact Department Head and (after regular business hours) call Borough Administrator

Section A: PERSONAL and EVENT DETAILS (Circle or complete responses)

Title:	Last Name:	First Name:
Date of Birth:		Are you: Employee Public visitor
Sex: M/F	Department	Employee ID No:
Home address:		
Email address:		Phone: (w)
Date and time of event:		Phone: (h)
Location:		
What was the event and how did it happen?		
(Leave blank for each additional line)		
(Leave blank for each additional line)		
(Leave blank for each additional line)		
Witness Name(s), address, telephone:		
Signed (employee, public visitor):		Date:
Signed (Supervisor):		Date:

Section B: INJURY/ILLNESS DETAILS (If applicable) Use this section to also report workplace disease

Type of injury or disease (EG burn):	Part(s) of the body affected:
Needle stick injury/sharps injury/exposure to body fluid: Contact details of source patient (if applicable):	
Name:	Address:
Phone:	
Date and time when symptoms noticed:	
Was medical treatment given?	No / First Aid / Nurse / Doctor / Hospital
Name of person giving initial treatment:	
Date and time initial treatment given:	
If an Employer employee, does the injured person intend to lodge a claim for workers' compensation? Yes / No /Unknown	
If an Employer employee, will time be lost as a result of this injury? Yes / No	How many hours/days?
If a public visitor or, does injured person intend to lodge a claim? Yes / No /Unknown	

INVESTIGATION CHECKLIST – PART 2

Department Heads are required to investigate all incidents/injuries to conclude what happened, how it happened, why it happened, and what should be done to prevent further occurrences. Department Heads may request through the Borough Administrator specific assistance from trained investigators and inspectors.

PART 2 Instructions: Department Heads Complete Part 2 within FIVE (5) WORKING DAYS of event and forward to Human Resources Official.

Who is involved in completing this investigation?

Department Head:	Department Supervisor:
Assisting:	Assisting:
Assisting:	Assisting:

Section 1: INVESTIGATION CHECKLIST: (Questions to ask the person involved with the incident. Modify the “you” in the questions for use by witnesses).

Event/Injury: How do you think the event / injury happened and what were you doing at the time?

How long had you been working prior to the event / injury? _____

How long had you been working on this task? _____

Is this task part of your normal duties? Yes No

Have you been instructed / trained in this task? Yes No

What were you doing prior to the event / injury?

Are there any other factors involved (management, the environment, equipment, maintenance, individuals)?

What do you think could have been done to prevent this event from occurring?

Any other comments or observations?

Please circle the most appropriate response(s):

What sort of incident/injury occurred? <input type="checkbox"/> Manual Handling / Occupational Overuse Syndromes (OOS) / cuts / bruises / burns / falls / slips / trips / vehicles / bicycles / chemicals / insects / animals / foreign body / plant / stress / other...
Location where incident occurred?
Type of injury: <input type="checkbox"/> sting / bite / kick / puncture / strain / sprain / chemical / slip / trip / fall / other...
Standard operating procedures followed? <input type="checkbox"/> Yes / <input type="checkbox"/> No / <input type="checkbox"/> N/A
Identification of equipment/object/insect involved:
Equipment in good condition? <input type="checkbox"/> Yes / <input type="checkbox"/> No / <input type="checkbox"/> N/A

Date of last service of equipment:	
Appropriate safety equipment (PPE) used?	Yes / No / N/A
Lighting adequate?	Yes / No / N/A
Housekeeping issues contributed?	Yes / No / N/A
Confined Space?	Yes / No / N/A
Surface type: cement / tile / grass / dry / wet / damaged / torn / sand / footpath / carpet / gravel / rocks / road / other...	
Type of shoes worn: open / closed / boots / high heels / sandals / none / other...	
Workload excessive?	Yes / No / N/A
Workload boring and repetitive?	Yes / No / N/A
<u>If it was a slip or trip:</u> Height of fall / slip / trip?	
Were you running / walking / turning a corner / jumping / other?	
If stairs: going up / going down?	
Did you fall on your front / back / side?	
What were you carrying (if anything) at the time?	
<u>If the incident involved chemicals:</u> Was an MSDS (Material Safety Data Sheet) available?	
Disposal / handling / storage of chemical product adequate?	Yes / No / N/A
<u>If the incident involved manual handling:</u> Were work items within easy reach?	
Ergonomic equipment available?	Yes / No / N/A
Was the equipment being used correctly?	Yes / No / N/A
Repetitive and/or forceful movements used?	Yes / No / N/A
Action involved reaching / bending / stooping / sitting / kneeling / twisting / pushing / pulling / lifting / catching / lowering / carrying	
Weight of object?	
Distance carried / position of object moved from/to?	
Height of load?	
<u>If the incident involves a vehicle or bicycle:</u> traffic conditions:	
Weather conditions:	dry / wet / foggy / night / day
Intersection / turning right or left / driveway / straight road	
Speed prior to incident?	
Traveling to work / lunch time / after work / to home / work related travel	
Any other factors involved?	

Investigator's comments and observations: _____

ACTION REPORT SAFETY RECOMMENDATIONS FORM – PART 3

PART 3 Instructions: Department Heads complete Part 3 within TEN (10) WORKING DAYS of event and forward to the Borough Administrator.

A hierarchy of control should be used to assist with the prevention of future similar injuries. The ‘hierarchy of control’ depicts the most to the least effective methods, as shown in the table below. This is the most important part of the investigation process! Do not leave blank.

Risk Control Options	Action Required	By Whom	By When
Elimination – do you have to do the task?			
Substitution – is there another way you can do the task?			
Engineering – can you engineer a way to make the job safer? (Job Safety Analysis sheets may give clues)			
Administration – can you improve work practices? E.g. limit time of exposure	↓		
Personal Protective Equipment (PPE)			
Date feedback provided to person reporting the event:			
Signed:	Print Name:	Ph:	
Position:		Date:	

Recommendations			
Date Part 1 received:	Date Part 2 received:	Date Part 3 received:	Date Completed:

Job Related Injury Witness Report

Your Name: _____ Home Phone: _____

Address: _____ Work Phone: _____

City: _____ State: _____ Zip: _____

Social Security No.: _____ Date Form Completed: _____

Date of Incident/Accident: _____ Approximate Time: _____

Location: _____

Did You See this Incident/Accident? Yes No

If Yes, Please Give a Description of What Happened: _____

Was Anyone Injured? Yes No

If Yes, Please List: Name: _____

Type of Injury: _____

Was Injured Person Taken, Or Go, To Nurse's Station?: Yes No

Were There Any Other Witnesses?: Yes No

If Yes, Please List Names: _____

I certify that this Witness Report has been read and completed to the best of my ability and that all information submitted is true.

Signature of Witness: _____ Date: _____

PAID HOLIDAYS POLICY

Employees are entitled to the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- 1 Floating Holiday

The Borough of High Bridge reserves the right to change or delete the holidays set forth above by duly adopted Resolution of the Borough Council.

This policy is not intended to conflict with the collective bargaining agreement between the Borough of High Bridge 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 Borough of High Bridge may do so without loss of pay by using available Paid Time Off ("PTO")

personal or vacation days, but only to the extent that the employee has not already used up his or her available days.

SECTION THREE: LEAVES OF ABSENCE

PAID TIME OFF (“PTO”) LEAVE POLICY

Unless otherwise stipulated in an employment agreement, collective bargaining agreement Paid Time Off (“PTO”) is an accrued benefit based on the following schedule:

Full-Time Employees:

- Two (2) days for each full month of continuous service during the first calendar year of employment (“Year 1”) after completing ninety (90) day probationary period.
- Twenty-Six (26) days for Years Two (2) through Four (4), inclusive.
- Thirty-One (31) days for Years Five (5) through Nine (9), inclusive.
- Thirty-Six (36) days for Years Ten (10) through Fourteen (14), inclusive.
- Forty-One (41) days for Years Fifteen (15) through Nineteen (19), inclusive.
- Forty-Six (46) days for Years Twenty (20) and over.

During an employee’s ninety (90) day probationary period, no Paid Time Off (“PTO”) is earned or available. Upon completion of the probationary period, one day will be credited for each month worked (calculated back to date of hire). The above list Paid Time Off (“PTO”) is inclusive of vacation, personal and sick leave.

Part-Time Employees:

Effective January 1, 2026, part-time employees who work an approved weekly schedule of 20 hours or more annually will be provided with PTO Leave. Eligible part-time employees shall accrue time on a pro-rata hourly basis based on the schedule above. This accrual rate is inclusive of above PTO schedule and the holiday schedule

Hourly employees working less than 20 hours per week, averaged annually on a weekly basis will be provided with Paid Time Off ("PTO") Sick Leave accruals pursuant to N.J.S.A. 34:11D-3(a).

Appointed professionals are those appointed to positions based on an annual salary and not otherwise determined to be full-time employees. These positions may include, but are not limited to, Construction Department Officials, Inspectors, Tax Assessor, or are not otherwise classified as Full or part-time regular employees. Appointed professionals shall not accrue PTO.

Approval of PAID TIME OFF Leave. An employee’s supervisor must approve the use of Paid Time Off, in advance. While approval of Paid Time Off leave shall not be unreasonably withheld, the use of Paid Time Off leave shall be subject to staffing levels as solely determined by the supervisor or Department Head. Employees should submit Paid Time Off requests as early as possible to ensure adequate staffing. Absent emergent circumstances, a request to use Paid Time Off leave shall be approved by the employee’s

supervisor, Department Head, or Borough Administrator based on the following advanced submission prior to the first date of absence:

- More than 4 hours up to 1 day off – 2 days
- 3 – 5 consecutive days off – 7 days
- 6 or more consecutive days off – 14 days

No employee shall be permitted to utilize more than 10 consecutive days off except under extraordinary circumstances and with the approval of the administration.

Employees shall be permitted to carry a maximum of half of their accrued Paid Time Off “PTO”) in addition to the employee’s allotted time for the current year. Paid Time Off shall not be carried beyond the proceeding calendar year.

Employees who have an approved Paid Time off benefit scheduled and who calls in sick the day before or day following a Paid Time Off and/or holiday leave, and/or any other authorized day of absence may be required to submit a physician’s statement.

SICK LEAVE POLICY

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. Full and part-time employees otherwise provided with Paid Time Off (“PTO”) allotment or accruals shall be permitted to use up to seven (7) days from their Paid Time Off leave as earned sick leave as outlined below.

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

- (1) Time needed for diagnosis, care, or treatment of, or recovery from, the employee’s own mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
- (2) To aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member’s mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- (3) If an employee or a family member are a victim of domestic or sexual violence, and are obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence;
- (4) Closure of an employee’s workplace, or of the school or place of care of an employee’s child, due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others;
- (5) During a state of emergency declared by the Governor, or upon the recommendation, direction, or order of a healthcare provider or the Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or
- (6) If an employee needs to attend a school-related conference, meeting, function or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee’s child, or to attend a meeting regarding care provided to the child in connection with the child’s health conditions or disability.

In regard to the above, the Borough of High Bridge requires three (3) days’ notice for any foreseeable use of leave. If the use of leave is unforeseeable, the employee should notify the Borough of

High Bridge 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 Borough of High Bridge 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 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 Borough of High Bridge. Wherever employment details in this policy differ from the terms expressed in a collective bargaining agreement with the Borough of High Bridge, the specific terms of the collective bargaining agreement will control.

DONATED LEAVE PROGRAM

The Borough of High Bridge will permit employees to voluntarily donate accrued benefit time, including sick and/or vacation days, to a fellow employee of the Borough of High Bridge who has exhausted their own earned leave as a result of a catastrophic health condition or injury suffered by themselves or an immediate family member which is expected to require a prolonged absence from work. The Donated Leave Program will be administered in such a manner as to ensure the goals of the program are met without interfering with any employee's rights to privacy as otherwise protected by Federal or State law, rules or regulations.

Eligibility. A permanent full-time employee shall be eligible to receive donated sick or vacation leave if the employee:

1. Has completed at least one year of continuous service;
2. Has exhausted all accrued sick, vacation, personal, compensatory and administrative leave as well as all sick leave injury benefits, if any;
3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined in writing for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
4. Either:
 - a) Suffers from a catastrophic health condition or injury;
 - b) Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
 - c) Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).

Definitions.

"Catastrophic Health Condition or Injury" shall mean:

- With respect to an employee, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence from work for sixty (60) or more work days.
- With respect to an employee's immediate family member, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her

mental or physical health and requiring the care of a physician who provides a medical verification of the need for the family member's care by the employee for sixty (60) or more work days.

"Immediate Family Member" shall mean: Father, mother, father-in-law, mother-in-law, spouse, domestic partner, child, son-in-law, daughter-in-law, grandparent, grandchild, brother or sister. Any interpretation of this definition shall be made in the sole discretion of the Borough Administrator.

"Leave Recipient" shall mean an employee who is desirous of accepting leave time accrued and donated by fellow employees.

"Leave Donor" shall mean an employee who is desirous of providing, without compensation, accrued sick, vacation, or personal days to a fellow employee dealing with a Catastrophic Health Condition or Injury.

Procedure.

1. Written Request - An employee may submit a request, in writing, to their Department Head or the Borough Administrator to participate in the Donated Leave Program either as a Leave Recipient or Leave Donor. A supervisor may submit a request to receive time on behalf of an employee unable to make the request.

2. Medical Verification - The employee requesting the employee's acceptance as a Leave Recipient shall submit to the Borough of High Bridge medical verification, signed by a physician licensed by the State of New Jersey, concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be. The medical verification required for the receipt of donated leave shall include the nature and anticipated duration of the catastrophic health condition or injury, or the donation of an organ. The same medical documentation set forth above will be required whether applying for donated leave to care for one's self or immediate family member.

3. Notice - Upon approval by the Borough Administrator, the Department Head or Supervisor shall, with the Leave Recipient's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

Participation Requirements.

1. Leave Recipient must receive at least five (5) sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program.

2. Leave Recipient may not collect temporary disability benefits (TDI) or worker's compensation insurance benefits while utilizing time donated.

3. Leave Recipient is limited to a lifetime maximum of two-hundred and sixty (260) donated sick days or vacation days and shall not receive any such days on a retroactive basis.

4. Leave Donors shall have remaining at least twenty (20) days of accrued sick leave if donating sick leave and at least twelve (12) days of accrued vacation leave if donating vacation leave.
5. Leave Donor shall donate only whole sick days or whole vacation days and may not donate more than thirty (30) such days to any one recipient.
6. Leave Donor shall not revoke the leave donation.
7. While using donated leave time, the Leave Recipient shall accrue sick leave and vacation leave under the normal Borough of High Bridge policies and shall be entitled to retain such leave upon his or her return to work.
8. Upon a Leave Recipient's return to work or separation from employment for any reason, any unused, donated leave shall be returned to the Leave 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 the leave time shall not be returned.
9. Upon retirement, the Leave Recipient shall not be granted supplemental compensation on retirement for any unused days which he or she had received through the leave donation program.
10. An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving the voluntary donation, receipt or use of 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.
11. Upon receipt of a request to donate time, the human resources official will verify that the Leave Donor is eligible to donate time and said Department will deduct appropriate time from the Leave Donor.
12. Leave Recipients may use donated leave in one-half day or whole day increments. Recipients may return to work on a part time, or intermittent basis, and remain eligible for the program as long as they do not exceed two-hundred and sixty (260) days in a lifetime.
13. An incident is considered closed when the recipient is medically cleared to return to work without restrictions.
14. If the recipient returns to work or otherwise terminates employment, the remaining balance of unused donated leave must be equally returned to all donors in whole day increments only. Partial day increments will not be restored to the donor nor remain credited to the recipient.
15. An illness or injury of an immediate family member requiring an employee's absence from work to provide care must meet the same criteria applicable to an employee's own medical necessity.

FAMILY AND MEDICAL LEAVE

In accordance with the federal Family and Medical Leave Act (“FMLA”), the Borough of High Bridge 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 Borough of High Bridge’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 either spouse, son, daughter, parent or next of kin of a Covered Servicemember 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 Servicemember. During this single twelve (12) month period, an eligible employee who qualifies for leave to provide care for the Covered Servicemember shall be entitled to no more than a combined total of twenty-six (26) workweeks of leave.

Definitions.

“Covered Servicemember” 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 Borough of High Bridge 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, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities agreed to by the Borough of High Bridge 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 Service member in the line of duty or on active duty in the Armed Forces, National Guard of 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 service member medically unfit to perform the duties of the member’s office, grade, rank or rating.

Eligibility. Any employee who has been employed by the Borough of High Bridge 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 Borough of High Bridge, 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 Borough of High Bridge, 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 Borough of High Bridge, at its expense, may require an examination by a second healthcare provider designated by the Borough of High Bridge. If the second healthcare provider's opinion conflicts with the original medical certification, the Borough of High Bridge, 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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. An employee will be required to use any available accumulated paid leave concurrently with the employee's FMLA leave.

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 Borough of High Bridge shall attempt to work out a

schedule for such leave that meets the employee's needs without unduly disrupting the Borough of High Bridge's operations, subject to the approval of the employee's health care provider. The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge.

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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge. 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge and have worked at least 1,000 hours for the Borough of High Bridge 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.
- In the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 - (i) requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;
 - (ii) prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee, would jeopardize the health of others; or
 - (iii) results in the recommendation of a health care provider or public health authority, that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee, would jeopardize the health of others.

Leave taken to care for a newly born or adopted child or a child place into foster case with the employee may be consecutive or intermittent 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 work schedule for no more than twenty-four (24) consecutive weeks in a twenty-four (24) month period.
- Intermittently 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 Borough of High Bridge'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 be required to or 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 Borough of High Bridge 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 Borough of High Bridge thirty (30) days' advance written notice. For employees requesting leave on an intermittent basis, at least fifteen (15) days advance written notice must be provided. If advance written notice is not possible because of an emergency, the employee must provide the Borough of High Bridge with reasonable oral notice and then follow up with written notice.

The employee also must give the Borough of High Bridge a medical certification supporting the need for leave. The Borough of High Bridge reserves the right to require second or third medical opinions and periodic re-certifications. The employee must also provide periodic reports during the leave regarding the employee's status and intent to return to work as deemed appropriate by the Borough of High Bridge. If an employee fails to provide the required documentation, the Borough of High Bridge may delay the start of the employee's NJFLA leave, withdraw any designation of NJFLA leave or deny the leave, in which

case the absences will be treated in accordance with the Borough of High Bridge'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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge'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 Borough of High Bridge-provided leave available to him/her).

Retaliation Prohibited. The Borough of High Bridge 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 Borough of High Bridge 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 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.

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 Borough of High Bridge 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 Borough of High Bridge may terminate my employment in accordance with the applicable law.

If my request for leave is approved, it is my understanding that unless the Borough of High Bridge 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 Borough of High Bridge may terminate my employment.

Signature of Employee: _____ Date: _____

Received By: _____
Borough of High Bridge Representative

Complete and Return To:

Borough Administrator

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: _____

BEREAVEMENT LEAVE

Full-time employees shall be granted up to three (3) working days of bereavement leave with pay for a death in their immediate family or in the immediate family of the employee's spouse. "Immediate family" means spouse, parents, parents in law, children, brothers, sisters, grandparents, grandchildren, step parents, step children, foster parents, foster children, guardianship relationships, brother-in-law, sister-in-law, same sex and opposite sex domestic partners, spouses or domestic partners of the aforementioned.

Employees shall be granted one (1) working day of bereavement leave with pay upon the death of an employee's spouse's aunt, uncle or grandparent.

In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death. The Borough of High Bridge may require that the employee produce reasonable proof of death and relationship. Bereavement leave shall not be charged to sick or vacation leave and such leave is not cumulative.

Procedure. To use bereavement leave:

1. Employees who request bereavement leave must notify their Department Head of their intent to take such leave as soon as possible. Unless impracticable, employees should request bereavement leave in writing.
2. The Department Head or his or her designee shall notify the designated human resources official that an employee is using bereavement leave.
3. Employees who request an extension of bereavement leave beyond the established number of days shall have such extensions charged to accumulated unused vacation or sick leave. If an employee has used all of his or her accrued leave time, extended bereavement leave will be considered as a request for a leave of absence without pay.

MILITARY SERVICE LEAVE POLICY

The Borough of High Bridge 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 Borough of High Bridge without loss of privileges or seniority, the employee must report for duty with the Borough of High Bridge within the time required by law following release from active duty under honorable circumstances.

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

- Provide the Borough of High Bridge 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.

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 Borough of High Bridge for any payments or fees received as a result of such jury service less any meal or travel expenses.

The Borough of High Bridge will reassign shift workers to the day shift during jury duty leave.

Witness Duty Leave of Absence. The Borough of High Bridge is aware that employees may be subpoenaed to appear as witnesses in trials before the court. The Borough of High Bridge 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

Each employee is expected to dress appropriately for the job. The following factors are relevant to determining appropriate dress:

- nature of work
- safety, including necessary precautions when working with or near machinery
- nature of employee contact with the public and the normal expectations of outside parties toward employees
- practices of others in similar jobs

This policy incorporates by reference all references to uniform and dress contained in all collective negotiations agreements in force between the Borough of High Bridge and its employees. Failure to abide by the terms of such agreements shall be deemed improper conduct.

Additionally, some Departments may have more detailed and restrictive rules governing appearance. Employees are required to abide by applicable Department rules.

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 Borough of High Bridge may meet its commitments to its residents. Employee absences place an additional burden on the remaining work force and seriously affect the Borough of High Bridge's ability to service its residents. Management recognizes that circumstances beyond the employee's control may cause him or her to be absent from work for all or part of a day. The Borough of High Bridge, 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, email, or other authorized communication method approved by the department supervisor or the Borough Administrator 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 Borough of High Bridge 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 Borough of High Bridge (the Borough) 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 Borough. This Policy highlights the Borough's New Jersey Drug-Free Workplace Policy. The Borough's Designated Employer Representative (DER) is the Borough Administrator. The Alternative DER is Director of Public Works.

The Borough recognizes the prime importance to the Borough 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 Borough has no intention of intruding into the private lives of its employees, the Borough 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 Borough 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 Borough. 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 Borough 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 Borough with a job related need to know, the DER and Alternate DER, to defend against any administrative action brought by the employee against the Borough, 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, Borough 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 Borough's New Jersey Drug-Free Workplace testing will be provided on vacancy announcement and is posted in conspicuous locations on Borough 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 Borough 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 Borough 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 employment, 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. 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. 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 Borough. 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 Borough 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 Borough 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 Borough 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 Borough for the cost of the test and any lost time. Under federal regulations, the MRO has the discretionary authority to notify the Borough 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 Borough 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 Borough'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.

As it relates to cannabis, an employee will be subject to adverse action if there is both a positive drug test, confirmed by a licensed laboratory, and a determination of reasonable suspicion based on documentation of physical signs or other evidence of impairment during the employee's work hours. When the New Jersey Cannabis Regulatory Commission issues standards for certification of a Workplace Impairment Recognition Expert ("WIRE"), an employee will be subject to adverse action if there is both a positive drug test and a physical evaluation by a WIRE.

Applicants for non-CDL positions will not be denied employment based solely on a positive pre-employment drug test for cannabis, except for law enforcement officers assigned to a federal task force, holding a federally regulated license requiring testing, or applying to an agency that is specifically required to test for cannabis by the terms of a federal contract or federal grant.

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 Borough 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 Borough Policy.

WHAT ABOUT IMPAIRING EFFECT MEDICATIONS OR SUBSTANCES?

Any employee working in a safety-sensitive position as defined by Borough 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. 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 Borough 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 Borough 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 Borough, 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 Borough 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 Borough 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 Borough 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 Borough 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 recommended 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 Borough 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 Borough'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 Borough 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 ***Entity Type*** 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 Borough premises or property, including Borough-owned or leased vehicles, or vehicles used for Borough 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 Borough 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 Borough 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 Borough'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 Borough and other factors related to the impact of the employee's conviction on the Borough.
 - 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 Borough or its designee, is a violation of Borough 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 Borough 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.
- 2. With respect to alcohol and cannabis, employees violate this Policy by engaging in the following conduct during work time or on Borough premises or property:
 - a. Bringing and/or storing (including in a desk, locker, automobile, or other repository) alcohol or cannabis on Borough premises or property, including Borough-owned or leased vehicles, or vehicles used for Borough purposes.
 - b. Having possession of, being under the influence of, testing positive for or having in one's system, alcohol or cannabis. Using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling, or dispensing alcohol or cannabis. As it relates to a positive drug test for cannabis, an employee violates this policy if there is both positive drug test and evidence-based documentation of physical signs or other evidence of impairment during the employee's work hours. *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 or cannabis offense occurring in the workplace. All employees must notify Borough in writing of any criminal alcohol or cannabis conviction not later than five calendar days after such conviction. Alcohol or cannabis 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 Borough'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 or cannabis offense. 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 Borough and other factors related to the impact of the employee's conviction on the Borough.
 - 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 or drug testing, medical or physical tests or examinations, when requested or conducted by Borough or its designee, is a violation of Borough 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 or cannabis.

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 Borough.

Borough of High Bridge
97 West Main Street
High Bridge, New Jersey 08829
Phone: (908) 638-6455
Fax: (908) 638-9374

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 miss-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 common 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, shermis, 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

Hunterdon Health
Hunterdon Medical Center
2100 Wescott Drive
Flemington, NJ 08822
(908) 788-6369

BOROUGH OF HIGH BRIDGE
ALCOHOL AND DRUG-FREE WORKPLACE POLICY
NEW JERSEY NON-DOT

NOTICE TO ALL EMPLOYEES AND APPLICANTS

DRUG-FREE WORKPLACE

Borough of High Bridge (the Borough) 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 Borough's New Jersey Drug-Free Workplace Policy. The Borough's Designated Employer Representative (DER) is the Borough Administrator. The Alternative DER is the Director of Public Works.

The Borough recognizes the prime importance to the Borough 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 Borough 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 Borough 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 Borough 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 Borough's New Jersey Non-DOT Drug and Alcohol testing will be provided on vacancy announcement and is posted in conspicuous locations on Borough 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 Borough 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 Borough 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 employment, 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.

BOROUGH OF HIGH BRIDGE

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.

Borough of High Bridge

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 Borough's adherence to New Jersey Laws. I have had the terms and conditions of the Borough's Drug and Alcohol Testing policy explained to me relative to screening or tests by the Borough, 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 Borough'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 Borough 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 Borough, its DERs, to the Borough'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.)

**Borough of High Bridge
Pre-Employment Substance Testing
Consent and Release Form [DFW02]**

I do hereby certify that I have been given notice of the Borough's pre-employment substance abuse testing policy; that I have been provided with access to a copy of the Borough'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 Borough 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 (for certain employment positions)	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 Borough, its DERs, and to the Borough'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 Borough 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: _____

Borough of High Bridge
ACKNOWLEDGMENT OF CONSEQUENCES OF
REFUSAL TO PARTICIPATE IN DRUG TESTING [DFW03]

I, _____, an employee of the Borough of High Bridge, acknowledge that I am refusing to report for Drug and Alcohol testing in accordance with the requirements of the Borough of High Bridge 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)

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 Borough of High Bridge's e-mail, voicemail, computer systems and Internet service are for official Borough of High Bridge 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 Borough of High Bridge. 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 Borough of High Bridge-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 Borough of High Bridge 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 Borough of High Bridge 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 a Borough of High Bridge computer is private. Because e-mail messages are considered as business documents, the Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge's time.
- The e-mail, telephone, and Internet systems, as well as the messages thereon, are the property of the Borough of High Bridge.
- The Borough of High Bridge 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 Borough of High Bridge's discretion. The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge or generated by the employee, do not restrict or eliminate the Borough of High Bridge'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 Borough of High Bridge'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 Borough of High Bridge's computer, e-mail and connection to the Internet shall not interfere with the employee's duties and shall comply with the Borough of High Bridge'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 Borough of High Bridge's address or other Borough of High Bridge-related information, and thus reflect on the Borough of High Bridge, make certain before posting such information that it exhibits the high standards and policies of the Borough of High Bridge. 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 Borough of High Bridge's business or post a link to the Borough of High Bridge, 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 Borough of High Bridge or anyone associated/affiliated with the Borough of High Bridge."
- Subscriptions to news groups or mailing lists are permitted only when the subscription is for a work-related purpose and authorized by Borough of High Bridge. 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 Borough of High Bridge's Network Administrator before downloading.
- Any "unauthorized use" of e-mail or the Internet is strictly prohibited while at work or while using an Borough of High Bridge 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 Borough of High Bridge'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 Borough of High Bridge's electronic media from someone outside of the Borough of High Bridge, 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 BOROUGH OF HIGH BRIDGE POLICY**, including, but not limited to, the following: the Borough of High Bridge's Anti-Harassment and Discrimination Policies.
- Borough of High Bridge 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 Instagram, Tiktok, Snapchat, Facebook, Threads and X, is a popular activity; however, employees must be mindful of the negative impact of inappropriate or unauthorized postings upon the Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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. Borough of High Bridge 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 Borough of High Bridge. Working time shall be defined as any time in which the employee is engaged in or required to be performing work tasks for the Borough of High Bridge, and excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times.

Borough of High Bridge-Issued Mobile Phones/Devices. Borough of High Bridge-issued mobile devices may be issued to certain employees in the course of their employment with the Borough of High Bridge. Such Borough of High Bridge-issued devices are the sole and exclusive property of the Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge reserves the right to monitor the use of the Borough of High Bridge-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 Borough of High Bridge to be used for any purpose.

Similarly, the Borough of High Bridge 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 Borough of High Bridge-issued mobile device.

Employees are expected, at all times, to respect the integrity of the Borough of High Bridge-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 Borough of High Bridge-issued device to the Borough of High Bridge.

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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge, 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 Borough of High Bridge, co-worker or resident property
- Disregarding safety or security regulations

- Falsifying or otherwise altering Borough of High Bridge 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 Borough of High Bridge supplies, especially for personal purposes
- Conviction of a crime
- Failure to maintain confidentiality of Borough of High Bridge 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 Borough of High Bridge rules
- Improper attire or inappropriate personal appearance
- Engaging in any harassment or discrimination based upon a protected class
- Violation of Borough of High Bridge policies on solicitation or distribution
- Possession of firearms or other weapons on Borough of High Bridge property or while on official business, unless otherwise authorized by the Borough of High Bridge
- Other actions disruptive to the effective, efficient, economical operation of the Borough of High Bridge'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 Borough of High Bridge at any time with or without cause and without following any system of discipline or warnings.

ETHICAL CONDUCT

Pursuant to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.):

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

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 Borough Administrator, other members of management, the Borough of High Bridge's legal counsel, and members of the governing body on a need-to-know basis in connection with official duties. Additionally, the Borough of High Bridge 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 Borough of High Bridge in the hiring process, but may not review the contents of another 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 Borough of High Bridge 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 Borough of High Bridge is committed to providing and maintaining a healthy and safety work environment which allows all employees to perform their jobs in a safe and productive manner. The Borough of High Bridge respects the dignity and worth of every employee through its Equal Opportunity Employment statement, which explains its policy and practice with respect to prohibiting discrimination in every phase of employment. The Borough of High Bridge provides support for individual employees who may be facing the trauma of a life-threatening or catastrophic illness. The purpose of this policy is to support the physical and emotional health of all employees, minimize disruptions of productivity and morale caused by the presence of a worker with a life-threatening illness, and demonstrate the Borough of High Bridge's continued commitment to its affirmative action goals related to physically disabled employees.

If an employee has learned that he or she has a contagious or life threatening illness, including but not limited to HIV/AIDS, the employee should take all steps to protect further spread of the disease or illness. When appropriate, the employee's Department Head should be notified of any illnesses that may affect the health, safety, and welfare of any co-employee or member of the general public. 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge. 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.

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 Borough of High Bridge, fellow employees, volunteers or visitors;
- Unauthorized absences and/or chronic or excessive absences;
- Fighting on Borough of High Bridge's property at any time;
- Being under the influence of intoxicants (e.g., liquor) or illegal drugs (e.g., cocaine or marijuana) on Borough of High Bridge 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 Borough of High Bridge property and at any time during work hours;
- Entering the building without permission during non-scheduled work hours;
- Soliciting on Borough of High Bridge 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 Borough of High Bridge property or the property of other employees;
- Sleeping on the job;
- Carrying weapons of any kind on Borough of High Bridge 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 Borough of High Bridge or

other employees;

- Unauthorized disclosure of confidential Borough of High Bridge information;
- Gambling on Borough of High Bridge premises;
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge. Additionally, the Borough of High Bridge 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 Borough of High Bridge may be terminated at any time with or without cause or reason by the employee or Borough of High Bridge.

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 Borough of High Bridge hereby designates the following employees as the Primary HRO and Secondary HRO, to assist employees who are victims of domestic violence.

Primary HRO:

Brett J. Bartman, Borough Administrator

(908) 638-6455 extension 23 administrator@highbridge.org

Secondary HRO:

Jennifer Harrington, Finance Assistant 1

(908) 638-6455 extension 24 jharrington@highbridge.org

The designated Primary and Secondary HRO shall receive 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 their HRO. 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, HROs shall remind employees to contact 911 if they feel they are in immediate danger.

Each 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. If there is a report of sexual assault or abuse, the victim should be offered the services of the Sexual Assault Response Team, **The Sexual Assault Response Team can be contacted by telephoning any of the following:**

- Local Police Department or 911
- Hunterdon Medical Center Emergency Department (908) 788-6100
- SAFE in Hunterdon (908) 788-4044 (24-hour hotline)

F. Maintain the confidentiality of the employee and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to this policy.

G. 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 Borough of High Bridge 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 (TDI); 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 Borough Administrator will be responsible for distributing this policy to employees, volunteers, and other employees identified above.

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

The Borough Administrator 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.

GRIEVANCE PROCEDURE

A grievance is any formal dispute concerning the interpretation, application and enforcement of any personnel policy or procedure. A grievance submitted by a union employee will be addressed pursuant to grievance procedure set forth in the applicable bargaining unit agreement. A grievance from a non-union employee must be submitted within five (5) working days after arising. Failure to report a grievance within such time period shall be deemed as a waiver of the grievance. In the event of a settlement or ruling that results in a determination of monetary liability, such liability shall not exceed more than thirty (30) working days prior to the date the grievance was first presented in writing.

- Step One: Any employee or group of employees with a grievance shall communicate their grievance to their supervisor or Department Head who will discuss the matter with the human resources official and/or the Borough Administrator. The supervisor or Department Head will communicate the decision to the employee within five (5) working days.
- Step Two: If the employee is not satisfied with the decision, the employee must submit a written grievance to the human resources officer and/or the Borough Administrator detailing the facts and the relief requested. The decision in Step One will be deemed final if the employee fails to submit a written grievance within five (5) working days of the Step One decision. After consulting with the human resources official and counsel, as appropriate, the Borough Administrator will render a written decision to the employee within five (5) working days after receipt of the written grievance.

<p>The above referenced grievance procedures do not apply to employee complaints made under the Borough of High Bridge's Anti-Harassment and Discrimination Policies.</p>
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EMPLOYMENT REFERENCES

To ensure that individuals who work for the Borough of High Bridge are well-qualified and have a strong potential to be productive and successful, it is the policy of the Borough of High Bridge to check the employment references of all applicants at the Borough of High Bridge'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 Borough of High Bridge 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 Borough of High Bridge's response to a request for reference information shall be communicated in writing only. The Borough of High Bridge does not honor oral requests for employment references.

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

NEPOTISM

The hiring, promoting, transferring, demoting or reassigning of relatives is prohibited if the employment of such an individual would result in the creation of a prohibited employment relationship.

A prohibited relationship is created when:

1. One relative would have the authority to supervise either directly or from one level above, appoint, remove, discipline, evaluate or otherwise affect the work or employment of another relative.
2. The relative would be responsible for auditing the work of the other.
3. Other circumstances exist which would place the relatives in a situation of actual or reasonably foreseeable conflict between the Borough of High Bridge's interest and their own.

Employees who marry or become related by marriage may continue in their employment if the marriage does not result in the creation of a prohibited relationship. Where the marriage results in the creation of a prohibited relationship, the Borough of High Bridge will explore potential accommodations including the reassignment of one or both employees to available positions for which the employees are qualified. Relative includes spouse, parent, step-parent, child, step-child, sibling, step sibling, half-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, and first cousins.

This policy applies to all employees hired, promoted, transferred, demoted, or reassigned on or after the date of adoption and to all prohibited relationships created on or after the date of adoption.

Applicant Relative Disclosure Form

Name of Applicant: _____

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

1. One relative would have the authority to directly supervise, appoint, remove, discipline, evaluate or otherwise affect the work or employment of another relative.
2. The relative would be responsible for auditing the work of the other.
3. Other circumstances exist which would place the relatives in a situation of actual or reasonably foreseeable conflict between the Borough of High Bridge's interest and their own.

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

Do any of your relatives currently work for the Borough of High Bridge or are any of your relatives an elected or appointed official?

Yes No

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

Relative #1

Name: _____

Title: _____

Relationship: _____

Relative #2

Name: _____

Title: _____

Relationship: _____

Applicant Relative Disclosure Form (cont'd)

Relative #3

Name: _____

Title: _____

Relationship: _____

Relative #4

Name: _____

Title: _____

Relationship: _____

Note: An applicant's failure to fully disclose his or her relationship to an individual employed by the Borough of High Bridge or elected or appointed official may result in the rejection of the employment application or, if employed, the termination of employment.

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

Signature of Applicant: _____ Date: _____

PERFORMANCE EVALUATION

The Borough of High Bridge recognizes that an employee job performance evaluation system is the basis for assisting in employee growth and development. The Borough of High Bridge requires supervisors to conduct performance appraisals annually 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 Borough of High Bridge 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 Borough of High Bridge'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 Borough of High Bridge. Employees should report any violation of this policy to their supervisor or Department Head.

RESIGNATION

Employees may resign in good standing by giving their immediate supervisor at least fourteen (14) days advance written notice. The Borough of High Bridge may waive this requirement and consent to a shorter notice. If an employee resigns without giving the required notice, he/she will be considered to have resigned not in good standing.

Employees who resign will be notified by the Borough of High Bridge as to the status of various employee benefits. At times, an exit interview may be held by the Borough Administrator, and/or the Executive Committee.

SAFETY POLICY

The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge’s facilities, equipment, or motor vehicles must also be immediately reported to the supervisor or Department Head and the Borough Administrator. Failure to do so constitutes grounds for disciplinary action. Employees are encouraged to discuss safety concerns with supervisory personnel.

SECURITY POLICY

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

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

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 Borough of High Bridge.

If, however, an employee holds an office, employment, or position with the Borough of High Bridge 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/shall 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 BOROUGH OF HIGH BRIDGE VEHICLES (NON-LAW ENFORCEMENT)

1. Purpose

The Borough of High Bridge (herein the “Borough”) provides vehicles for use by employees in the performance and furtherance of official business conducted on behalf of the Borough. This Policy sets forth uniform guidelines for assignment and use of Borough vehicles, for purposes of this Policy, a vehicle is defined as those registered and insured by the Borough. This Policy excludes vehicles under the authority of law enforcement and fire protection, which have rules and regulations or guidelines approved by the Governing body delegating enactment of such rules to their departmental leadership. If these guidelines contained provisions contrary to any labor or employment agreement that governs the terms and conditions of the Borough employees, such agreement shall prevail.

2. Definitions

Authority:

The Borough Administrator or other position as designated by the Governing Body shall be the principal authority for enforcing this policy and shall be responsible for the management and control of Borough vehicles.

Employee:

An officer, employee, agent, or other person who serves in an official capacity to conduct Borough business with or without compensation.

Fleet Assigned Vehicle:

A vehicle that is assigned by the Authority to an individual employee.

Fleet Department Vehicle:

A vehicle that is assigned for department use as determined by the Authority that may be used by an employee at the direction of a department supervisor.

3. Authorized Use

3.1. Authorized Drivers:

- a) Employees licensed to operate the respective Vehicle in the State of New Jersey for official business of the Borough within the scope of their duties who have received approval from the Authority to operate Borough vehicles. Volunteers and Non-Employees are prohibited from operating Borough vehicles.
- b) Duties of Authorized Drivers.
 - a. Employees approved by the Authority will have a copy of their driver's license on file with the borough through their department.
 - b. Employees whose license is suspended for any reason **must** promptly notify their department head who will report such notice to the Borough Attorney and Risk Manager. The Employee **shall not** be permitted to operate any Borough vehicles under the term of suspension. Documentation of restoration of an Employee's driving privileges **shall** be forwarded to their department head.

3.2 Authorized Passengers:

1. Employees, elected officials, board or committee members and any other person involved in an activity in the furtherance of official business of the Borough.
2. Passengers for personal business which is emergent or de minimis, other than those accompanying an Employee in official Borough business with department head approval.

3.3 Driver Responsibilities:

Authorized drivers **shall** ensure that they drive in a safe and appropriate manner. Each driver must ensure that they:

1. Comply with all laws and regulations regarding the operation of motor vehicles, this includes use of safety belts and use of cellphones;
2. Mentally and physically capable of safe vehicle operation;
3. **Shall** report to their department head all summonses / citations issued including moving and non-moving violations and/or arrests which occur while driving or using a Borough vehicle;
4. Provide receipts for any reimbursements for tolls, parking fees or other related costs.

3.4 Shared Vehicles:

1. The Borough may maintain a pool of vehicles which are assigned to a specific department, i.e., Public Works or generally for work-related shared use of multiple employees, offices and/or divisions referred to as a "*Fleet Department Vehicle*".
2. These pooled vehicles **shall** be returned to their designated store location following use.

3.5 Fleet Assigned Vehicles:

1. Vehicles may be assigned by the Authority in limited or extended duration based on a determination and necessity of essential job function.
2. Determination must be made in light of all facts and circumstances as to whether the use of the vehicle represents a fringe benefit within the meaning of the applicable Internal Revenue Service code(s).

3.6 Fringe Benefit Determination:

1. The valuation of personal use of Borough *Fleet Assigned Vehicles* are to be calculated using either a commuting valuation rule or Cents-Per-Mile valuation rule. The Authority in consultation with the Finance department shall determine the appropriate valuation rule including the tracking of any required substantiation.
2. The Annual Reporting Period shall be on a calendar year from January 1 through December 31.
3. The vehicle use is limited to commuting or de minimis personal use.

4 Prohibited Uses

4.2 Smoking:

1. Smoking as defined *N.J.S.A. 26:3D-57* to include smokeless tobacco products is prohibited in all Borough vehicles.

4.3 Drug or Alcohol Use:

1. Employees are prohibited from operating any Borough vehicle while under the influence of drugs or alcohol.
2. Employees **shall** not operate any Borough vehicle after taking prescription medication or over-the-counter medications which may impair their ability to operate a vehicle.
3. Employees are prohibited from possessing any illegal controlled dangerous substances or transporting an open container of alcohol in a Borough vehicle.

5 Crashes | Damages:

5.1 When a Borough owned vehicle impacts or is impacted by another vehicle, fixed object, pedestrian or otherwise involved in a motor vehicle crash as determined by the laws of state:

1. Immediately notify the law enforcement agency servicing the incident jurisdiction.
2. Obtain all relevant information for the parties in the crash.
3. Provide the other driver(s) or person(s) involved in the crash with the Borough insurance card information.
4. Obtain any police report/case number.

5. Report the crash as soon as possible but no later than 24 hours to your department supervisor/head.

5.2 In the event a Borough vehicle becomes damaged other than by a motor vehicle crash i.e., fallen debris, tree limbs, etc. the employee **shall** notify their department supervisor/head immediately upon discovery of such damage.

6 *Disciplinary Actions:*

6.1 An employee found to have a substantiated finding they failed to comply with this policy shall be subject to discipline that is determined based on the totality of the circumstances of the transgression.

6.2 Progressive disciplinary actions may include, but are not limited to re-training, verbal/written reprimand, suspension, or termination.

TRANSITIONAL DUTY POLICY

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 Borough of High Bridge is committed to providing opportunities for employees who have been injured on the job to return to the workforce as soon as possible. The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge.

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 Borough of High Bridge 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 Borough of High Bridge, 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 Borough of High Bridge, 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 Borough of High Bridge 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 Borough of High Bridge who has been duly assigned the responsibility of managing and directing the Transitional Duty Program by the Borough Administrator or governing body of the Borough of High Bridge.

Treating Physician (TP): The authorized medical professional assigned to each worker's compensation case by the Borough of High Bridge's insurance professionals who, along with the Nurse Case Manager, works with the employee and the Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge to perform the assignment), the transitional duty assignment may be refused by the Borough of High Bridge.
- c. Transitional Duty is **temporary**, lasting no more than 90 calendar days. This time frame may be extended at the sole discretion of the Borough of High Bridge Transitional Duty Coordinator (TDC).
- 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.
- 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 Borough of High Bridge.

h. Employees shall follow the policy of the Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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. 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.

l. 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 Borough of High Bridge, 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 Borough of High Bridge, 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 Borough of High Bridge 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.

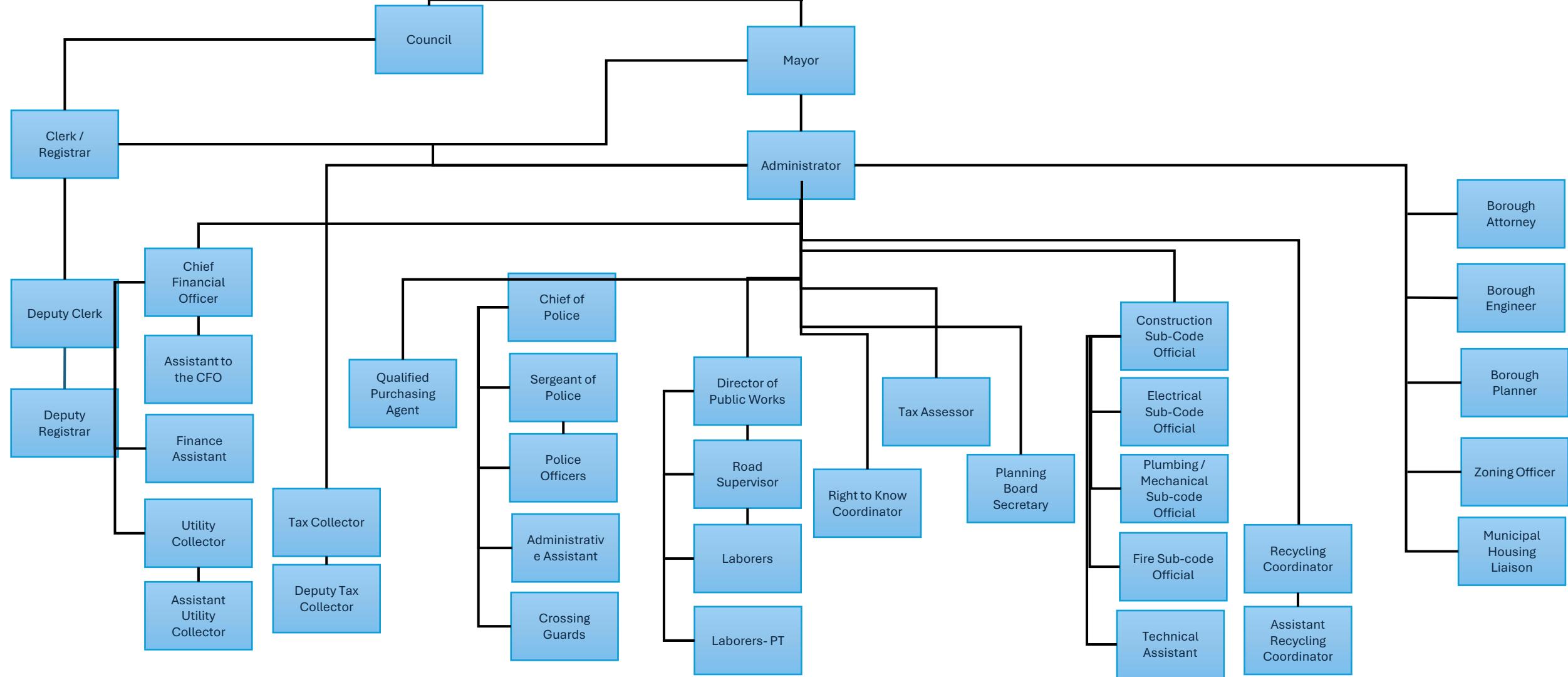
It is extremely important for the TDC to communicate with the NCM regarding the employee's disposition relative to a Temporary Duty assignment.

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 **90 day 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. The decision of the TDC will be final.

Borough of High Bridge Organizational Chart



Information Technology Cyber Security and Data Privacy Policy

**Borough of High Bridge
Municipal Building**

Approved Date: 01/24/2019

Borough of High Bridge Municipal Building

POLICY MANUAL

Subject: **CYBER SECURITY POLICY**

Approved: Resolution 068-2019 Effective Date: 01/24/2019

1 INTRODUCTION

This Cyber Security and Data Privacy Policy (the “Policy”) is a formal set of rules and procedures that must be adhered to by those people provided access to the High Bridge Borough Municipal Buildings (the “Company”) technology, data and information assets but will not interrupt any County, State, or Federal laws pertaining to law enforcement cyber security protocol.

The main purpose of the Policy is to inform the Company employees, contractors and other authorized users (individually, a “User” and collectively, “Users”) of their obligatory requirements for protecting the technology, data and information assets of the Company (collectively, the “IT Assets”). The Policy describes the IT Assets that must be protected and identifies many of the accompanying threats to those assets.

The Policy also describes the User’s responsibilities and privileges. What is considered acceptable use? What are the rules regarding Internet access? The Policy answers these questions, describes User limitations and informs Users of the penalties for violating the Policy. This document also contains procedures for responding to incidents that threaten the security of the Company computer systems and network.

2 WHAT ARE WE PROTECTING

It is the obligation of all Users of the Company systems to protect the IT Assets of the Company. The IT Assets must be protected from unauthorized access, theft and destruction. The IT Assets of the Company includes, without limitation, the following:

- Any and all hardware, whether now known or hereafter developed, including, without limitation: desktops, laptops, personal computer (PC) devices, processors any Company-issued mobile or tablet devices, any mobile or tablet devices that are connected to Company IT Assets, any physical disc used to store data, servers, communications network hardware (routers, routing tables, hubs, modems, multiplexers, firewalls).
- Any and all software, cloud or software-as-a-service (SaaS) solutions and applications, whether now known or hereafter developed, including, without limitation: system software, operating system software, database management systems, communication networks software, electronic mail systems, application servers (email, web, application), application software (including custom written software or SaaS

applications), communications protocols, Company-owned code, firewalls, associated network management software and tools.

2.1 Classification of IT Assets

User data and information found in computer system files and databases shall be classified as either confidential or non-confidential. The Company shall classify the IT Assets under Company control based on commonly accepted definitions and categorizations of such IT Assets and subject to any applicable definitions promulgated under N.J.S.A. 56:8-161. The Administrator is required to review and approve the classification of the IT Assets (whether such IT Assets are administered or control within the Borough Administrator's unit or within another Company unit) and determine the appropriate level of security to best protect against any data and security breaches, subject to N.J.S.A. 56:8-161, et seq.

2.2 Classification of Computer Systems

Security Level	Description	Example
RED	<p>This system contains confidential information – information that cannot be revealed to personnel outside of the Company. Even within the Company, access to this information is provided on a “need to know” basis.</p> <p>The system provides mission-critical services vital to the operation of the business. Failure of this system may have life threatening consequences and/or an adverse financial impact on the business of the Company.</p>	Server containing confidential data and other department information on databases. Network routers and firewalls containing confidential routing tables and security information.
GREEN	This system does not contain confidential information or perform critical services, but it provides the ability to access RED systems through the network.	User department PCs used to access Server and application(s). Management workstations used by systems and network administrators.
WHITE	This system is not externally accessible. It is on an isolated LAN segment, unable to access RED or GREEN systems. It does not contain sensitive information or perform critical services.	A test system used by system designers and programmers to develop new computer systems.
BLACK	This system is externally accessible. It is isolated from RED or GREEN systems by a firewall. While it performs important services, it does not contain confidential information.	A public Web server with non-sensitive information.

2.3 Local Area Network (LAN) Classifications

A LAN will be classified by the systems directly connected to it. For example, if a LAN contains just one RED system and all network Users will be subject to the same restrictions as RED systems Users. A LAN will assume the security classification of the highest level systems attached to it.

3 DEFINITIONS

Externally accessible to the public. The system may be accessed via the Internet by persons outside of the Company without a logon ID or password. The system may be accessed via dial-up connection without providing a logon ID or password. It is possible to “ping” the system from the Internet. The system may or may not be behind a firewall. A public web server is an example of this type of system.

Non-Public, Externally accessible. Users of the system must have a valid logon ID and password. The system must have at least one level of firewall protection between its network and the Internet. The system may be accessed via the Internet or the private Intranet. An example of a non-public, externally accessible system is a private file transfer protocol (FTP) server used to exchange files with business partners.

Internally accessible only. Users of the system must have a valid logon ID and password. The system must have at least two levels of firewall protection between its network and the Internet. The system is not visible to Internet users. It may have a private Internet (non-translated) address and it does not respond to a “ping” from the Internet. An example of an internally accessible system includes a private Intranet web server.

Chief Information Officer. The Administrator shall serve as the Chief Information Officer.

Security Administrator. An employee of IT shall be designated as the Security Administrator for the Company.

4 Threats to Security and Privacy

4.1 Types of Actors

4.1.1 Users

The Company Users (as defined above) pose some of the biggest security threats. Users may damage the Company systems for a variety of reasons, including ignorance, incompetence or even malicious intent. This Policy mandates that the Company layer its security to mitigate against these risks. Mitigation tactics to be implemented and practice by the Company and its authorized Users include:

- ✓ Providing appropriate rights to systems on an as-needed and requirement basis and limiting access, as necessary, to only business hours.
- ✓ Ensuring accounts to access systems are not shared. Users should never share login information with their co-workers.
- ✓ When Users are separated or disciplined, access to systems should be removed or limited.
- ✓ Advanced – Maintaining detailed system logs on all computer activity.
- ✓ Physically securing computer assets, so that only Users with appropriate need can access.

4.1.2 Amateur Hackers and Vandals.

The most common type of cyber-attacks stems from amateur hackers and vandals. The probability of an attack is extremely high and there is also likely to be a large number of attacks. These are usually crimes of opportunity. These amateur hackers are scanning the Internet and looking for well-known security holes that have not been plugged. Web servers and electronic mail are their favorite targets. Once they find a weakness they will exploit it to plant viruses, Trojan horses, or use the resources of the Company systems for their own means. If they do not find an obvious weakness they are likely to move on to an easier target.

4.1.3 Criminal Hackers and Saboteurs.

The probability of this type of attack is low, but not entirely unlikely given the amount of sensitive information contained in databases. The skill of these attackers is medium to high as they are likely to be trained in the use of the latest hacker tools. The attacks are well planned and are based on any weaknesses discovered that will allow a foothold into the network.

4.2 Types of Attacks.

4.2.1 Malware.

Malware is generally defined as software designed for malicious or ill-intentioned purposes, such as a virus or Trojan horse, used by an attacker to gain unauthorized access or control over a remote computer system.

4.2.2 Phishing/Spear Phishing

Phishing is generally defined as communications, specifically emails, that are designed and curated to trick a user into providing certain information such as a password, account number or personally identifiable information. The communication may contain a link whereby the user clicks on the link and provides the information to a website under the control of the attacker. The information may also be provided by replying directly to the email/communication. Spear phishing is a type of phishing attack tailored specifically to an individual user. An example may be found when a user receives an email that looks to be from their boss, requesting that the user provide certain information.

4.2.3 Social Engineering

Social engineering is a general term used to describe the manner in which an attacker attempts to persuade a user to provide certain information and/or create a security vulnerability. The social engineer will work to gain access to non-public information and will use techniques such as eavesdropping on private correspondences and impersonating an employee, boss or some other assumed identity.

4.2.4 Technically Based Attacks

In contrast to social engineering, technically based attacks include cookie poisoning, malware or SQL (structured query language) injections. The attacker aims to exploit technical vulnerabilities within a system and might insert malicious code to compromise the system. A common use of this attack is often incorporated as a phishing technique, whereby the attacker uses XSS. XSS is a code injected into web pages viewed by an innocent party. XSS might make a frequently viewed web page look official, thus tricking users into believing in the legitimacy and security of the web page.

5 User Responsibilities

This section establishes usage policy for the computer systems, networks and information resources of the Company. It pertains to all Users who use the computer systems, networks, and information resources as business partners, and individuals who are granted access to the network for the business purposes of the Company.

5.1 Acceptable Use

User accounts on the Company computer systems are to be used only for business of the Company and not to be used for personal activities. Unauthorized use of the system may be in violation of the law, may constitute theft and may then be subject to fines or other legal remedies as provided by New Jersey state and/or federal law. Therefore, unauthorized use of the Company computing system and facilities may constitute grounds for either civil or criminal prosecution and may also result in termination of employment.

Users are personally responsible for protecting all confidential information used and/or stored on their accounts. This includes their logon IDs and passwords. Furthermore, Users are prohibited from making unauthorized copies of such confidential information and/or distributing it to unauthorized persons outside of the Company.

Users shall not purposely engage in activity with the intent to: harass other Users; degrade the performance of the system; divert system resources for their own use; or gain access to Company systems for which they do not have authorization.

Users shall not attach unauthorized devices on their PCs or workstations, unless they have received specific authorization from the employees' manager and/or the Company IT designee. Users shall not download unauthorized software from the Internet onto their PCs or workstations.

Users are required to report any weaknesses in the Company computer security, any incidents of misuse or violation of this policy to their immediate supervisor. The Company may refer the information to law enforcement agencies and/or prosecutors, as necessary.

5.2 Use of the Internet

The Company will provide Internet access to Users who are connected to the internal network **and** who have a business need for this access. Users must obtain permission from their supervisor and file a request with the Administrator.

The Internet is a business tool for the Company. It is to be used for business-related purposes such as: communicating via electronic mail with suppliers and business partners, obtaining useful business information and relevant technical and business topics.

The Internet service may not be used for transmitting, retrieving or storing any communications that are (1) of a discriminatory or harassing nature or which are derogatory to any individual or group, (2) obscene, pornographic, defamatory or threatening in nature for any purpose, (3) used for any illegal activity, or (4) used for personal gain.

5.3 User Classification

All Users are expected to have knowledge of the Policy and are required to report violations to the Security Administrator. Furthermore, all Users must conform to the Acceptable Use requirements, as defined in Section 5.1 in this Policy. The Company has established the following User groups and defined the access privileges and responsibilities:

User Category	Privileges & Responsibilities
Department Users (Employees)	Access to application and databases as required for job function. (RED and/or GREEN cleared)
System Administrators	Access to computer systems, routers, hubs, and other infrastructure technology required for job function. Access to confidential information on a “need to know” basis only.
Security Administrator	Highest level of security clearance. Allowed access to all computer systems, databases, firewalls, and network devices as required for job function.
Systems Analyst/Programmer	Access to applications and databases as required for specific job function. Not authorized to access routers, firewalls, or other network devices.
Contractors/Consultants	Access to applications and databases as required for specific job functions. Access to routers and firewall only if required for job function. Knowledge of security policies

	required. Access to Company information and systems must be approved in writing by the Company director/CEO.
Other Agencies and Business Partners	Access allowed to selected applications only when contract or inter-agency access agreement is in place or required by applicable laws.
General Public	Access is limited to applications running on public Web servers. The general public will not be allowed to access confidential information.

5.4 Monitoring Use of Computer Systems

The Company has the right and capability to monitor electronic information created and/or communicated by persons using Company computer systems and networks, including email messages and usage of the Internet. It is not the Company's policy or intent to continuously monitor all computer usage by employees or other Users of the Company computer systems and network. However, Users of the systems should be aware that the Company may monitor usage, including, but not limited to, patterns of usage of the Internet (e.g. site accessed, on-line length, time of day access), and employees' electronic files and messages to the extent necessary to ensure that the Internet and other electronic communications are being used in compliance with applicable laws and in accordance with all Company policies.

6 Access Control

A fundamental component of this Policy is controlling access to the critical information resources that require protection from unauthorized disclosure or modification. The fundamental meaning of access control is that permissions are assigned to individuals or systems that are authorized to access specific resources. Access controls exist at various layers of the system, including the network. Access control is implemented by logon ID and password. At the application and database level, other access control methods can be implemented to further restrict access. The application and database systems can limit the number of applications and databases available to Users based on their job requirements.

6.1 User System and Network Access – Normal User Identification

All Users will be required to have a unique logon ID and password for access to systems. The User's password should be kept confidential and MUST NOT be shared with management & supervisory personnel and/or any other employee whatsoever, unless required by law or in order to enforce the policies and procedures as described within this Policy. All Users must comply with the following rules regarding the creation and maintenance of passwords:

- Complete passwords must not be found in any English or foreign dictionary. That is, do not use any common name, noun, verb, adverb, or adjective. These can be easily cracked using standard "hacker tools".
- Passwords should not be posted on or near computer terminals or otherwise be readily accessible in the area of the terminal.

- Password must be changed every 180 of days.
- User accounts will be frozen after 15 failed logon attempts.
- Logon IDs and passwords will be suspended after 90 days without use at the discretion
- of the Administrator with consideration to the reason the account has gone without use.

Users are not allowed to access password files on any network infrastructure component. Password files on servers will be monitored for access by unauthorized users. Copying, reading, deleting or modifying a password file on any computer system is prohibited.

Users will not be allowed to logon as a System Administrator. Users who need this level of access to production systems must request a special access account as outlined in Section 6.3 of the Policy.

User logon IDs and passwords will be deactivated as soon as possible if the User is terminated, fired, suspended, placed on leave, or otherwise leaves the employment of the Company office, but in no event shall it be deactivated later than ninety (90) days following such departure from the Company unless approved in writing by the Administrator.

Supervisors / Managers shall immediately and directly contact the Company IT Manager to report a change in User status that requires terminating or modifying User logon access privileges.

Users who forget their password, or are locked out due to password attempts, must call the IT department or proper Department Head who is a System Administrator to get a new password assigned to their account. The User must identify himself/herself to the IT department.

Users will be responsible for all transactions occurring during logon sessions initiated by use of the User's password and ID. Users shall not logon to a computer and then allow another individual to use the computer or otherwise share access to the computer systems.

6.2 System Administrator Access

System Administrators, network administrators, and security administrators will have secured access to host systems, routers, hubs, and firewalls as required to fulfill the duties of their job.

All System Administrator passwords will be RESET immediately after any employee who has access to such passwords is terminated, fired, or otherwise leaves the employment of the Company.

6.3 Special Access

Special access accounts are provided to individuals requiring temporary System Administrator privileges in order to perform their job. These accounts are monitored by the Company and require the permission of the Company's IT Manager. Monitoring of the special access accounts is done by entering the Users into a specific area and periodically generating reports to management. The reports will show who currently has a special access account, for what

reason, and when it will expire. Special accounts will expire in one (1) day and will not be automatically renewed without written permission.

6.4 Connecting to Third-Party Networks

This Policy is established to ensure a secure method of connectivity provided between the Company and all third-part companies and other entities required to electronically exchange information with the Company.

“Third-Party” refers to vendors, consultants and business partners doing business with Company and not otherwise categorized as a User, and other partners that have a need to exchange information with the Company. Third-Party network connections are to be used only by the employees of the third-party in order to satisfy the business purposes the Company engaged the Third-Party to perform. The Third-Party company will ensure that only authorized users will be allowed to access information on the Company network. The Third-Party will not allow Internet traffic or other private network traffic to flow into the network. A Third-Party network connection includes the following connectivity options: (1) point-to-point, (2) broadcast/multicast and (3) multipoint.

This policy applies to all Third-Party connection requests and any existing Third-Party connections. In cases where the existing Third-Party network connections do not meet the requirements outlined in this Policy, the Third-Party network connections will be re-designed as needed.

All requests for Third-Party connections must be made by submitting a written request and be approved, in writing, by the Administrator.

A list of vendors who wish to utilize Third-Party networks and services for interaction with the Borough on any Borough internet/networks/servers/devices for any official business shall make a request, in writing, to the Borough Administrator.

Employees wishing to utilize Third-Party networks and services for interaction with the Borough on any Borough internet/networks/servers/devices for any official business shall make a request, in writing, to the Borough Administrator.

The Administrator will keep a list of all approved vendors.

6.5 Connecting Devices to the Network

Only authorized devices may be connected to the Company network(s). Authorized devices include PCs and workstations owned by Company that comply with the configuration guidelines of the Company. Other authorized devices include network infrastructure devices used for network management and monitoring.

Users shall not attach to the network: non-Company computers that are not authorized, owned and/or controlled by Company. Users are specifically prohibited from attaching wireless devices to the Company network without prior approval.

NOTE: Users are not authorized to attach any device that would alter the topology characteristics of the Network or any unauthorized storage devices, e.g. thumb drives and writable CDs without the prior, written request made to the Administrator.

Any approved devices should be scanned with appropriate security software. A procedure will be held with the Administrator on this issue.

6.6 Remote Access

Only authorized Users may remotely access the Company network. Remote access is provided to those Users of the Company that have a legitimate business need to exchange information, copy files or programs, or access computer applications. Authorized connection can be accomplished via a secure, remote PC connected to the network or a secure, remote network connected to the Company network connection. The only acceptable method of remotely connecting into the internal network is using a secure ID.

6.7 Unauthorized Remote Access

The attachment of wireless devices or flash drives to a User's PC or workstation that is connected to the Company LAN is not allowed without the written permission of the Company. Additionally, Users may not install personal software designed to provide remote control of the PC or workstation. This type of remote access bypasses the authorized highly secure methods of remote access and poses a threat to the security of the entire network.

7 Penalty for Security Violation

The Company takes the issue of security seriously. Those people who use the technology and information resources of Company must be aware that they can be disciplined if they violate this policy. **Upon violation of this policy, a User of the Company may be subject to discipline up to and including discharge and any legal remedies provided under applicable New Jersey state and federal laws.** The specific discipline imposed will be determined on a case-by-case basis, taking into consideration the nature and severity of the violation of the Policy, any prior violations of the Policy committed by the individual, New Jersey state and federal laws and all other relevant information. Discipline which may be taken against an employee shall be administrated in accordance with any appropriate rules or policies and the Company's Personnel Policy.

In a case where the alleged violator is not an employee of Company the matter shall be submitted to the Administrator. The Administrator may refer the information to law enforcement agencies and/or prosecutors for consideration as to whether criminal charges should be filed against the alleged violator(s).

8 Security Incident Handling Procedures

This section provides guidelines and procedures for handling security incidents. The term "Security Incident" is defined as any irregular or adverse event that threatens the security, integrity, or availability of the information resources on any part of the Company network. Some examples of security incidents are:

- Illegal access of a Company computer system. For example, a hacker logs onto a production server and copies the password file.
- Damage to a Company computer system or network caused by illegal access. For example, distributing malware or injecting malicious code on the Company's systems.
- Denial of service attack against a Company web server. For example, a hacker initiates a flood of packets against a web server designed to cause the system to crash.
- Malicious use of system resources to launch an attack against other computer networks outside of the Company's network. For example, the System Administrator notices a connection to an unknown network and a strange process accumulating a lot of server time.

Users, who believe their terminal or computer systems have been subjected to a security incident, or has otherwise been improperly accessed or used, should report the situation to the Administrator immediately. The User shall not turn off the computer or delete suspicious files. Leaving the computer in the condition it was in when the security incident was discovered will assist in identifying the source of the problem and in determining the steps that should be taken to remedy the problem. The Company may refer the information to law enforcement agencies and/or prosecutors, as necessary.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

BOROUGH HALL ACCESS POLICY

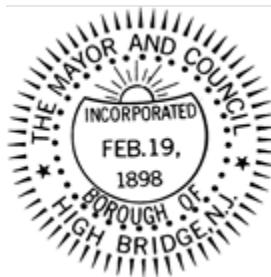
RESOLUTION: 220-2022

ADOPTED: 10/27/2022

WHEREAS, the Mayor and Council wish to establish a Borough Hall Access Policy to establish secure access to the Borough Hall and Borough Hall meeting room;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Borough of High Bridge hereby set the following Borough Hall Access Policy.

BOROUGH OF HIGH BRIDGE



Hunterdon County

New Jersey

Subject:	Access control and security of Borough Hall
Effective Date:	October 27, 2022
Issuing Authority:	Bonnie Fleming, Borough Administrator
Effected Departments:	Borough Hall
Revision History	
Date:	Section(s)

PURPOSE:

This policy is designed to establish regulations for implementing the physical control for secure access and generalized security for Borough Hall as a municipal facility infrastructure. The borough intends to provide for accessibility to the public, employees, and authorized representatives to areas that are appropriate and authorized according to determined levels of access. Accessibility is categorized under two general areas; general business hours of operation when the facility is open to the public and after hours when the facility may be utilized by employees or an authorized representative(s) for specific purposes. This document sets provisions for appropriate areas of access for operational needs while maintaining the integrity of secure, limited access areas, including but not limited to secure file storage locations.

POLICY:

1. ACCESS TO BOROUGH HALL

The permitted access to Borough Hall is established and authorized by the Borough Administrator or the designee of the Borough Administrator. The Borough Administrator reserves the right as the person with responsibility for the day-to-day operations of the Borough and personnel management to determine access for individuals to the various areas of Borough Hall.

- 1.1. Access to the Borough Hall generally is available to the public during regular business hours, Monday – Friday 8:30 am – 4:00 pm, except for Holidays designated by the Borough Personnel Policy and other authorized closures. Public access doors are to remain secured and only may be unsecured by designated borough employee key holders.
- 1.2. Access to the Borough Hall Meeting Room is available for Council-approved Committees of the Borough of High Bridge on a first come first served basis. A calendar with scheduled meeting dates will be maintained on the Borough website.
 - 1) Existing Committees of the Borough of High Bridge having members duly appointed by Mayor and Council shall be granted access to the Borough Hall Meeting Room as follows:
 - i. At designated hours with the Committee Liaison or, if the Committee Liaison cannot attend, another Council member, present at all times during the meeting.
 - ii. The Committee Liaison or, if the Committee Liaison cannot attend, another Council member, as an authorized key holder, shall provide the access to the Meeting Room and shall be present at all times during the meeting.
 - iii. If the Committee Liaison or another member of the Council cannot attend a meeting scheduled for the Meeting Room, the meeting shall be re-scheduled or

held via electronic means, such as Zoom, with the attendees participating from a location other than Borough Hall.

- 1.3. Access to the Borough Hall Meeting Room is also available to the American Legion Chapter upon notice to and the approval of the Borough Administrator during regular business hours (see *Section 1.1*) and for its regularly scheduled meetings and to access the contents of its storage area in the meeting room.
- 1.4. Authorized Key Access to the front and/or back entrances at prescribed times is permitted for:
 - 1) Employees of the Borough of High Bridge having an office in the Borough Hall in order to perform their duties as an employee;
 - 2) Employees of the Borough of High Bridge to meet or otherwise conduct business with an employee of the Borough of High Bridge having an office in the Borough Hall ; and
 - 3) The Mayor and members of the Borough Council for the purpose of carrying out their duties on behalf of the Borough of High Bridge.

2. ASSIGNMENT OF ACCESS

- 2.1. Keys to the front entry shall be assigned by the Borough Administrator, or the designee of the Borough Administrator.
 - A log of current key holders shall be maintained at Borough Hall.
- 2.2. Keys are for the sole use of the assignee and may not be duplicated or distributed for use by any other person.
- 2.3. Key fobs for the rear entry shall be assigned by the Borough Administrator, or the designee of the Borough Administrator.
 - A log of current key fob holders shall be maintained at the Borough Hall.
- 2.4. Upon relinquishing the position as a Borough Hall employee, Mayor or Council member, the person shall return the key/key fob to the Borough Administrator or the designee of the Borough Administrator.
- 2.5. If a key/key fob is not returned by a Borough Hall employee, Mayor or Council member upon relinquishing the position, the front door shall be re-keyed for security purposes.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

BOROUGH FEES

RESOLUTION: 008-2026

ADOPTED: 01/02/2026

PLANNING BOARD APPLICATION FEES AND ESCROW

The following schedule of fees and escrow deposits for filing applications shall be paid to the Borough. Such Payment shall be made in two separate checks made payable to the Borough of High Bridge and shall be submitted to the Administrative Officer at the time of filing the application, unless exempted as provided elsewhere in this Application.

<u>Type of Application</u>	<u>Application Charge</u>	<u>Initial Deposit to Escrow Account</u>
Concept plans:	\$250	\$500
1) Subdivisions:		
a. Minor Plat	\$1000	\$1,200
b. Major Preliminary Plat	\$950 plus \$250 per lot provided a minimum \$1,000 shall be deposited	\$400 for each of lot, first 10 lots; \$75 per of lot thereafter; minimum deposit of \$2000
c. Major Final Plat	\$700 plus \$100 per lot	\$100 per lot; minimum deposit of \$600
2) Informal Review		
a. Without Professional 1 appearance only 30 min max	\$50	\$0
b. With Professional		
1. Minor Plat	\$160 (to be credited to Application fee for Minor Plat Subdivision)	\$600
2. Major Plat	\$200 (to be credited to Application fee for Major Plat Subdivision)	\$1000 Minimum
3) Lot Line Adjustment	\$200	\$600
4) Site Plans:		
a. Minor Plans for Change of use only	\$250	\$600
b. All other Minor Plans	\$700	\$1000
c. Preliminary Plan	\$900	\$150 per acre or part thereof and \$5 per dwelling, provided a minimum of \$2,000 shall be deposited
d. Final Plan	\$600	\$25 per acre or part thereof and \$3 per dwelling, provided a minimum of \$2,000.00 shall be deposited
5) Major Site Plans		
a. Preliminary Plan	\$900	\$1000 or \$2000 if > 5000 sq ft G.F.A.

b.	Final Plan	\$600	\$500 or \$1000 if > 5000 sq ft G.F.A
6)	Informal Review		
a.	Without Professional appearance only 30 min max	\$50	\$0
b.	With Professional		
1.	Minor Plat	\$160 (to be credited to Application fee for Minor Plat Subdivision)	\$600
2.	Major Plat	\$200 (to be credited to Application fee for Major Plat Subdivision)	\$1000 Minimum
7)	Variances		
a.	Appeals (40:55D-70a)	\$150	\$600
	Appeal of Tree Removal Permit	\$150	\$600
b.	Interpretation (40:55D-70b)	\$150	\$600
c.	“c” variance (40:55D-70c)	\$150	\$1,000
	New Construction	\$150	\$1,000
	Existing Single Family	\$150	
d.	“d” variance (40:55D-70d)	\$150	\$1,500
e.	Conditional Use Permit (40:55D-34 & 35)	\$150	\$2000
8)	Appeals to Borough Council	\$150	\$1000
		\$150	\$500
9)	Proof of Nonconformity		
10)	Certified list of property owners	\$.25 per name or \$10, whichever is greater	None required
11)	Copy of transcripts	As provided in resolution or ordinance adopted pursuant to N.J.S.A. 47:1A-1	None required
12)	Copy of minutes or decision	N.J.S.A. 47:1A-1	None required
13)	Zoning Permits		
a.	For principle structure or retaining wall	\$150	\$1000 for retaining walls > 4ft
b.	for a use	\$150	
C.	For an accessory Structure, fence, or deck	\$150	
14)	Special Meeting (2hrs) if scheduled by the Board at the	\$300	\$1200

request of the applicant in addition to a regular meeting

15) Soil Erosion and Sediment Control

Plan Certification and Inspections

a. Single or two family dwellings on single lot	\$50	\$1000*
b. Single Family Sub-Division	\$50	\$1000 plus \$300 per Lot*
c. Multi-Family Dwellings	\$50	\$1200 plus \$170 per ½ acre disturbed*
d. Commercial Site Plans	\$50	\$1200 plus \$170 per ½ acre disturbed*

* Includes Inspection Fees. Additional Escrow may be requested when more inspections or recertification is required.

16) Grading Permit \$100

17) Sign Permit \$150 None

18) Driveway Permit

a. Repave Existing Driveway	\$0	
b. Modification to Existing Driveway	\$150	\$500 (if required)
c. New Driveway	\$150	\$600

19) Wireless telecommunications applications:

a. No tower proposed	\$5,000	\$2,500
b. Tower proposed	\$10,000	\$5,000

FEES AND LATE DATE FOR DOG LICENSES

WHEREAS, the cost of license is \$10.00 for a spayed/neutered dog and \$15.00 for an unspayed/unneutered dog, and

WHEREAS, late charges will commence on February 1, of the licensing year at \$10.00 per month, and \$5.00 additional commencing on the first day of each month after February in addition to the license cost, and

WHEREAS, complete, readable post-dated checks with a January date in the licensing year shall be accepted as not late and shall have no late fees applied, and

WHEREAS, after two (2) delinquent notices, a summons will be issued.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Borough of High Bridge, County of Hunterdon and State of New Jersey hereby approves the fees and charges as outline above for dog licensing.

FIELD USAGE FEES

WHEREAS, field usage fees shall be determined annually by an analysis of prior year expenses for upkeep of the fields and be set as follows; and

- (1) Adult softball: \$15/hour per field
- (2) Huskie football: \$15/hour per field
- (3) Youth soccer: \$ \$15/hour per field
- (4) HB Middle School baseball/softball: fees waived.

SOIL WITNESS FEES

WHEREAS, the Borough of High Bridge had a fee schedule for Sewer rates and charges under Chapter 303-39, and

WHEREAS, the ordinance having been vacated, and

WHEREAS, the following are the charges for the Sewer Fees and Charges.

- I. Witness Fee
- (A) Witness fee payable to the Borough of High Bridge in advance \$500.

HISTORICAL COMMITTEE FEES

WHEREAS, The Council of the Borough of High Bridge set the fees of Historical Committee events and merchandise sales:

Mystery Events – \$30 each / \$50 per couple

TISCO Spring Market Plantfest booth/space – \$40 for 6'x6' / \$60 for 10'x10' / \$75 for food vendor

Solitude Brunch - \$25 each

“Haunted Solitude” Event – \$10 each

Annual TISCO Winter Market – \$35 for 6'x6' / \$50 for 10'x10' / \$60 for food vendor

T-shirts – \$30 each

Sweatshirts – \$40 each

Hoodies – \$50 each

Books – \$10 small / \$25 large

Historic HB Prints – \$5 each

PARKING PERMIT FEES

WHEREAS, The Council of the Borough of High Bridge set the parking fees to be:

1. One month (30 days) is \$25.00
2. One year (365 days) is \$100.00

NOW, THEREFORE BE IT RESOLVED that the Council of the Borough of High Bridge sets the above fees for the year 2026.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

BUSINESS AND RENTAL UNIT LIABILITY INSURANCE IMPLEMENTATION

RESOLUTION: 009-2026

ADOPTED: 01/02/2026

WHEREAS, P.L. 2022, c. 92, signed into law on August 5, 2022, institutes a new minimum liability insurance requirement for owners of businesses and rental units (whether residential or non-residential). Such owners will be required to annually register the certificate of insurance in the municipality where the business or rental unit is located; and

WHEREAS, effective for new insurance policies issued on or after November 3, 2022, the law will require the owner of a business, or one or more rental units, to maintain liability insurance for negligent acts and omissions in an amount of no less than \$500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence. Such insurance could be provided as part of policies such as those for commercial general liability, personal liability, or an umbrella insurance policy.

WHEREAS, owner-occupied two-family, three-family, or four-family homes are subject to a lower \$300,000 coverage minimum which becomes effective for insurance policies issued on or after February 1, 2023.

WHEREAS, certificates shall be registered with the Municipal Clerk; and

WHEREAS, the fee for the registration of such certificates is set at \$50.00;

WHEREAS, the attached application information may be utilized for the administration of the Business and Rental Unit Liability Insurance program;

NOW, THEREFORE BE IT RESOLVED, the Council of the Borough of High Bridge does hereby set the above processes and fee for the administration of the Business and Rental Unit Liability Insurance program and approve the use of the attached application information.

BOROUGH OF HIGH BRIDGE

97 WEST MAIN STREET - HIGH BRIDGE, NJ 08829 - Telephone: 908-638-6455 - Fax: 908-638-9374

Annual Business Insurance Registry Form

As of August 5, 2022, **P.L. 2022, c. 92**, requires all business owners and owners of multifamily rental units (residential or non-residential) to annually register a certificate of insurance with the municipality where the business or rental unit is located.

Effective for new insurance policies issued on or after November 3, 2022, the law requires the owner of a business, or one or more rental units, to maintain liability insurance for negligent acts and omissions in an amount of no less than \$500,000 for combined property damage and bodily injury to or death of one or more persons in any one accident or occurrence. Such insurance could be provided as part of policies such as those for commercial general liability, personal liability, or an umbrella insurance policy. However, owner-occupied two-family, three-family, or four-family homes are subject to a lower \$300,000 coverage minimum which becomes effective for insurance policies issued on or after February 1, 2023.

- The fee is \$50 annually which is accepted by check or cash at Borough Hall.
- Please complete the below form
- Supply a copy of your certificate of insurance to comply with this law.
- Submit payment, form, and copy of insurance together.
- ***All fields required to be filled in***

Business or Residential Address: _____

Owner First and Last Name: _____

Email Address: _____

Mailing Address: _____

Primary contact phone number: _____

Insurance Provider: _____

Date of Expiration of Insurance: _____

Applicant Signature: _____

=====

THIS SECTION FOR MUNICIPAL USE ONLY

Date application, payment, and copy of insurance received: _____

Payment: _____ Cash: _____ Check Number: _____

Clerk's Signature: _____

=====

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

2026 GENERAL APPOINTMENTS LIST

RESOLUTION: 010-2026

ADOPTED: 01/02/2026

WHEREAS, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, wishes to make the General Appointments found below; and,

WHEREAS, these appointments provide necessary services to the community.

NOW, THEREFORE, the Council of the Borough of High Bridge, Hunterdon County, New Jersey, hereby approve the General Appointments as outlined below.

OFFICE	APPOINTEE
1. Administrator	Vacant
2. Deputy Administrator	Vacant
3. Certified Finance Officer	Corinne Hockman
4. Certified Tax Collector	Jennifer Harrington
5. Clerk	Adam Young
6. Water, Sewer, Solid Waste Utilities Collector	Jennifer Harrington
7. 1 st Assistant Water, Sewer, Solid Waste Utilities Collector	Lisa Creamer
8. Certified Recycling Professional	Charles Metz
9. Assistant Recycling Professional	Jennifer Harrington
10. Clean Communities Coordinator	Charles Metz
11. Assessment Search Officer	Jennifer Harrington
12. Dog Licensing Agent	Adam Young
13. Municipal Housing Liaison (Affordable Housing)	Cameron Keng
14. Registrar of Vital Statistics	Adam Young
15. Deputy Registrar of Vital Statistics	Ella Ruta
16. Qualified Purchasing Agent	Jennifer Harrington
17. Assistant Qualified Purchasing Agent	Vacant
18. Public Agency Compliance Officer (P.A.C.O.)	Brett Bartman
19. Public Employees Occupational Safety and Health (<i>PEOSH</i>)	Brett Bartman
20. Statewide JIF Commissioner	Brett Bartman
21. Statewide JIF Deputy Commissioner	Jennifer Harrington
22. Planning Board/Board of Adjustment Secretary	Barbara Kinsky
23. Deputy Planning Board/Board of Adjustment Secretary	Adam Young
24. Animal Control Officer	Charles Metz
25. Assistant Animal Control Officer	David Banks
26. School Crossing Guards	Sandy Banks
	Coleen Hann
	Bonnie Pyke
	Felix Sorge
	Cheryn Bolasci
	Charles Metz
27. Director of the Department of Public Works	

28.	DPW Part Time	Sean Smith
29.	Right to Know Coordinator	Timothy Hinson
30.	OEM Coordinator	William Harrington-CDL
31.	Deputy OEM Coordinators	Charles Metz
32.	Primary Water Operator	Jessica Gutsick
33.	Secondary Water Operator	Kevin Ritz
34.	Primary Sewer Operator	Alan Brower
35.	Secondary Sewer Operator	Matthew Schafer
36.	Humane Law Enforcement Officer	McGowen, LLC
37.	Union Forge Custodian	McGowen, LLC
38.	Prosecutor	Det. Matthew Lazier
39.	Public Defender	Vacant
40.	Alternate Public Defender	Jordan Rickards
41.	Title VI Coordinator	Scott Mitzner
		Anthony Rotunno
		Brett Bartman

ATTEST:



Adam Young
Municipal Clerk



Michele Lee
Mayor

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

AWARD OF EMERGENCY CONTRACTOR SERVICES

RESOLUTION: 011-2026

ADOPTION: 01/02/2026

WHEREAS, the Borough of High Bridge Water and/or Sewer Utility experience various emergencies such as water main breaks and pump/motor failures, and

WHEREAS, when such emergencies occur, time is of the essence to make repairs in an expedient manner so as not to affect the health and welfare of the customers, and

WHEREAS, the Borough of High Bridge Water and/or Sewer Utility has utilized the following vendors for their services in the past and would like to call upon them in an emergency:

**Penn Bower
Toby Barkman Excavating
Samuel Stothoff
Kusant Electric
Rowe Electric
Hope Electric
Pennucci Construction
Pumping Services
Electronic Drive & Controls
Rapid Pump
PCS-Pump and Process Inc.
Harrington Construction Co Inc**

WHEREAS, if any of the vendors listed above are not available, the Borough of High Bridge Water and/or Sewer Utility will search for a vendor that can provide the service required at the time of the emergency.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey approve the use of the above listed vendors during emergency situations.

I, Corinne Hockman, Chief Financial Officer of the Borough of High Bridge, do hereby certify funds are available for this contract from: Water/Sewer – Repairs/Contracts - #60510051 / #62510051.

Corinne Hockman , CFO

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**RESOLUTION DESIGNATING THE APPOINTMENT OF ELLA M. RUTA DEPUTY
REGISTRAR OF VITAL STATISTICS**

RESOLUTION: 012-2026

ADOPTED: 01/02/2026

WHEREAS, the duties and responsibilities of the local registrar are as follows:

2014 New Jersey Revised Statutes, Title 26 - HEALTH AND VITAL STATISTICS
Section 26:8-25 - Duties, responsibilities of local registrar.

26:8-25. The local registrar, under the supervision and direction of the State registrar, shall:

- a. Strictly and thoroughly enforce the law relative to the disposal of dead bodies and the registration of vital records in his registration district;
- b. Supply blank forms of certificates to such persons as require them;
- c. Supply to every physician, midwife, and funeral director a copy of the law relative to the registration of vital records and the disposal of dead bodies, together with such rules and regulations as may be prepared by the State registrar relative to their enforcement;
- d. Sign his name and insert the date of filing on each certificate of birth, marriage, civil union, domestic partnership and death or otherwise authenticate the local registrar's identity through the NJ-EDRS as prescribed by the State registrar;
- e. Examine each certificate of birth, marriage, civil union, domestic partnership or death when presented for record in order to ascertain whether or not it has been made in accordance with law and the instructions of the State registrar; and if incomplete and unsatisfactory, have the same corrected;
- f. At the expense of the municipality make a complete and accurate copy of each birth, marriage, civil union, domestic partnership and death certificate registered by her on a form or in a manner prescribed by the State registrar, to be preserved in his office as the local record or in the NJ-EDRS as prescribed by the State registrar;
- g. On the tenth day of each month or sooner if requested by the department, transmit to the State registrar all original birth, marriage, civil union, domestic partnership and death certificates received by her for the preceding month, except that a record created on the NJ-EDRS as prescribed by the State registrar shall be deemed to have been transmitted. If no births, marriages, civil unions, domestic partnerships or deaths occurred in any month, he shall, on or before the tenth day of the following month, report that fact to the State registrar on a card

provided for such purpose;

- h. Make an immediate report to the State registrar of any violation of R.S.26:6-1 et seq., R.S.26:8-1 et seq., R.S.37:1-1 et seq. or P.L.2006, c.103 (C.37:1-28 et al.) coming to his knowledge;
- i. In the case of any birth in his registration district to parents who are residents of another registration district or of the marriage or civil union in his registration district of any couple who obtained the marriage or civil union license in another registration district, or of the death in his registration district of any person who at the time of death was a resident of another registration district notify the registrar of the other registration district, within five days of the birth, marriage, civil union, or death, on forms prescribed by the State registrar. All entries relating to cause of death on the original certificate shall be entered on the death form sent to the registrar of the other registration district. A record created on the NJ-EDRS as prescribed by the State registrar shall be deemed to have been transmitted to the registrar of the other registration district;
- j. Mark the birth certificate of a missing child born in his registration district when notified by the State registrar pursuant to section 3 of P.L.1995, c.395 (C.52:17B-9.8c); and
- k. Make computer facilities with access to the NJ-EDRS available to funeral directors and physicians registered with the NJ-EDRS, within the regular established business hours of the local registrar, for the purpose of providing information necessary to complete a death record.

WHEREAS, the governing body of any municipality may also appoint a Deputy Registrar as per N.J.S.A 26:8-17; and

WHEREAS, there exists a need for the appointment of a Deputy Registrar for the Borough of High Bridge, County of Hunterdon, State of New Jersey.

WHEREAS, the Deputy Registrar shall be paid a fee of \$500 annually;

NOW THEREFORE, BE IT RESOLVED, by the Borough Council of High Bridge, County of Hunterdon, State of New Jersey, that Ella M. Ruta be and is hereby appointed Deputy Registrar of Vital Statistics of the Borough of High Bridge.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**RESOLUTION CONFIRMING READOPTION OF SHARED SERVICE
AGREEMENT FOR THE YEAR 2026 BETWEEN THE BOROUGH OF HIGH
BRIDGE AND TOWN OF CLINTON FOR PROVIDING
ZONING OFFICER SERVICES**

RESOLUTION: 013-2026

ADOPTED: 01/02/2026

WHEREAS, the "Uniform Shared Services and Consolidation Act", N.J.S.A. 40A:65-1, et seq, authorizes municipalities to engage in Shared Service Agreements; and

WHEREAS, the Borough of High Bridge and the Town of Clinton entered into a shared service agreement for a one-year Agreement to provide the services of Allison Witt, Zoning Officer, with the Borough of High Bridge for a term commencing January 1, 2020 renewing for additional one-year terms by Resolution; and

WHEREAS, the Agreement stated the terms shall renew for successive one-year terms unless either municipality shall provide a notice of non-renewal, in writing, to the other municipality not later than the ninetieth (90) day prior to the termination of the initial term or any renewal term hereof; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey the shared service agreement between the Borough of High Bridge and the Town of Clinton for the provision of the services of Allison Witt, Zoning Officer is hereby renewed for an additional one-year term effective January 1, 2026 and ending December 31, 2026, subject to subsequent annual renewals.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**UPDATED NON-FAIR AND OPEN PROCESS FOR PROFESSIONAL
CONTRACTS**

RESOLUTION: 014-2026

ADOPTED: 01/02/2026

WHEREAS, the Borough of High Bridge has a need to acquire certain professional contracts for services required by the municipality in calendar year 2026 as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

WHEREAS, the Borough Purchasing Agent has determined and certified in writing that the value of the acquisition will exceed \$17,500; and,

WHEREAS, the anticipated term of this contract is 1 year; and

WHEREAS, below listed professionals have submitted a proposal as dated on such proposal indicating they will provide the professional services required by the municipality for the price indicated in such proposal; and

WHEREAS, each professional has completed and submitted a Business Entity Disclosure Certification which certifies that the said professional consultant and their firm have not made any reportable contributions to a candidate committee in the name of the agency with the elected officials in the previous one year, and that the contract will prohibit the said professional consultant and their firm from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer shall provide a certification of available funds to be attached to an original copy of the this resolution in accordance with N.J.A.C. 5:30-5.4.

NOW THEREFORE, BE IT RESOLVED that the Council of the Borough of High Bridge authorizes the Borough Administrator to enter into a contract with the following 2026 professional contracts:

Phoenix Advisors, LLC.
625 Farnsworth Ave., Bordentown NJ 08505
Services: Continuing Disclosure Agent and Municipal Advisor - Duration:
1 year, \$3,000

Colliers Engineering and Design, Inc
101 Crawfords Corner Road, STE 3400, Holmdel NJ 07733
Services: Borough Engineer - Duration: 1 year, \$350,000

Remington & Vernick Engineers II, Inc
2059 Springdale Road, Cherry Hill, NJ 08003

Services: Alternate Engineer - Duration: 1 year, \$5,000

Remington & Vernick Engineers II, Inc
2059 Springdale Road, Cherry Hill, NJ 08003

Services: Stormwater Engineering Services - Duration: 1 year, \$6,500

McManimon, Scotland & Baumann, LLC
75 Livingston Ave., 2nd Floor, Roseland NJ 07068
Services: Borough Bond Counsel - Duration: 1 year, \$100,000

Colliers Engineering and Design, Inc
101 Crawfords Corner Road, STE 3400, Holmdel NJ 07733
Services: Borough Planner - Duration: 1 year, \$10,000

Supplee, Clooney, & Co.
308 East Broad Street, Westfield NJ 07090
Services: Auditing Services - Duration: 1 year, \$30,000

Greenbaum, Rowe, Smith, and Davis
99 Wood Avenue South, Iselin NJ 08830
Services: Special Counsel - Duration: 1 year, \$50,000

Acrisure LLC, d/b/a Balken Risk Management Services
1741 Route 31, Clinton NJ 08809
Services: Borough Risk Management Services - Duration: 1 year, \$10,000

Community Action Services
Steven Weinberg, Director
P.O. Box 6025, East Brunswick NJ 08816
Services: Housing rehabilitation administrative agent - Duration: 1 year, \$8,000

CGP&H LLC
1249 South River Road, Suite 301, Cranbury, NJ 08512
Services: Borough Affordable Housing Administrative Agent – Duration 1 year, \$8,000

JEC Computers, LLC
113 Geigel Hill Road, Erwinna, PA 18920
Services: IT Services – Duration 1 year, \$25,000

McGowan LLC
213 Lakeview Avenue, Ringwood, NJ 07456
Services: Wastewater Collection System
– Duration 1 year, \$32,000

LEW Environmental
181 US Hwy 46, Mine Hill, NJ 07803
Services: Lead Evaluation Contractor – Duration 1 year, \$5,000

French and Parello
1800 Route 34, Suite 101, Wall Township, NJ 07719
Services: Dam Safety – Duration 1 year, \$10,000

Weiner Law Group LLP
629 Parsippany Road, Parsippany, NJ 07054
Services: Borough Attorney - Duration: 1 year, \$100,000

Lisko Environmental
1300 Main St, Belmar, NJ 07719
Services: Environmental Services - Duration 1 year, \$20,000

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED a notice of this action shall be published in the Borough's legal newspaper.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

AUTHORIZATION TO BID

RESOLUTION: 015-2026

ADOPTED: 01/02/2026

BE IT RESOLVED by the Council of the Borough of High Bridge that authorization to bid, if required, for the following projects are hereby granted.

1. General Road Improvements
2. Water System Improvements
3. Bunnvale Well Improvements
4. Sewer System Improvements
5. Safe Routes to School
6. Solitude House Improvements
7. Commons Improvements
8. Hazard Mitigation Improvements

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

SMALL BALANCES CANCELLATION

RESOLUTION 016-2026

ADOPTED: 01/02/2026

WHEREAS, the Borough of High Bridge has, from time to time, certain minimal tax and utilities overpayments and delinquencies; and

WHEREAS, P.L. 1996, Chapter 113 amended P.L. 1983, Chapter 568 allows for cancellation of a refund or delinquency of less than ten dollars (\$10.00).

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge in the County of Hunterdon and in the State of New Jersey that the Tax Collector and Utilities Collector are hereby authorized to cancel tax and utilities overpayments or tax and utilities delinquencies of less than ten dollars (\$10.00) that occur during the current year.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

UTILITY RATES, FEES, AND FINES

RESOLUTION: 017-2026

ADOPTED: 01/02/2026

WHEREAS, Chapter 407-35 of the Code of the Borough of High Bridge the Council is hereby authorized to establish by resolution the charges and fees for water and incidental services from time to time; and

WHEREAS, Chapter 303-7 of the Code of the Borough of High Bridge the Council is hereby authorized to establish by resolution the charges and fees for sewer and incidental services from time to time; and

WHEREAS, Chapter 325-3 of the Code of the Borough of High Bridge the Council is hereby authorized to establish by resolution the charges and fees for solid waste and incidental services from time to time.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey as follows:

1. **WATER UTILITY METERED RATES:** Pursuant to Chapter 407-35, charges for the residential use and commercial use of water in metered service shall be as follows:

- (1) The base rate of water shall be as follows:

Meter Size	Minimum Charge/Qtr
5/8"-3/4"	\$77
1"	\$165
1 1/2"	\$325
2"	\$400
3"	\$650
4"	\$1,000
6"	\$1,700
8"	\$2,200
10"	\$3,500

- (2) Any usage of water shall be \$8.50 per thousand gallons or any part thereof.

- (3) The recreational water rate will continue to be \$0.00 per thousand gallons or any part thereof within High Bridge Borough. Outside of High Bridge bounds will be charged at the established rates (1) & (2) above.

- (4) All meters shall be installed by the High Bridge Water Department.
Installation rates to follow.

2. **SEWER UTILITY METERED RATES:** Pursuant to Chapter 303-7, Section D. (6)(b)-(c), charges for the residential use and commercial use of sewer in metered service shall be as follows:

- (1) The fixed cost for sanitary sewer service shall be set at \$130.00 per quarter.
 - (2) The treatment rate per 1,000 gallons of water shall be \$8.41.

3. The fixed cost for Solid Waste Disposal shall be set at \$110.00 per quarter.

BE IT FURTHER RESOLVED, by the Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey in accordance with Chapter 303-7, Section D. (6)(a) the Sewer Connection fee shall be as follows:

4. The Sewer Connection Fee shall be set at \$3,530.00

BE IT FURTHER RESOLVED, by the Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey that

1. Estimated usage to be charged to a utility account will be found by finding the average of up to four prior good usage readings, excluding estimated readings and 0 readings.

2. Overpayments to the account based on an estimated reading will be credited to the account. Refunds for these overpayments will be reconciled in December of the estimated billing year. A written request from the current owner of the account must be received by the Utility Collector to begin the refund process.

3. The Borough sees a need to update the Definitions listed in Article II. – Water Service, Section 407-16: Definitions, to include the following:

COMMERCIAL - All property designated as Real Property Class Codes 4A, 4B, and 4C in the annual tax list shall be billed at the commercial rate.

- In accordance with Chapter 407-35 the Water Connection fee shall be as follows:
- The Water Connection Fee shall be set at \$2,420.00

BE IT FURTHER RESOLVED, that the Council of the Borough of High Bridge set the fees for Water Utility charges as listed:

A. The following additional charges are and shall be imposed for the following related services:

- (1) Water meter fee:
 - (a) 5/8 x 3/4 meter: \$330.00
 - (b) Pit meter: \$350.00
 - (c) One-inch meter: \$450.00
 - (d) Installation Inspection: \$75
 - (e) All others shall be charged at cost plus a surcharge of 35% and Installation and Inspection
- (2) Shutoff/on fee: \$50.00 during normal business hours
- (2a) Shutoff/on fee: \$250 off hour rate
- (4) Meter test: \$35.00
- (5) Meter Bottom Plate: \$100.00
- (6) Water meter couplings: \$50.00
- (7) Final meter reading date change request: \$50.00
- (8) Hydrant Annual Rental Fee - \$250 per hydrant per year
- (9) Hydrant Testing on Private Property - \$100 per hydrant per year
- (10) Equipment Hourly Rates:
 - (a) Backhoe: \$125
 - (b) Dump Truck : \$100
 - (c) Service Truck: \$100

(d) All parts shall be billed at cost plus an administrative fee, which shall be based upon the time expended at the rates established in the Teamsters agreement in place at the time services were rendered.

(11) Fire Service:

Fire Service	Annual Charge
Fire Suppression, 3 Inch	\$750
Fire Suppression, 4 Inch	\$1,500
Fire Suppression, 6 Inch	\$2,200
Fire Suppression, 8 Inch	\$4,000

BE IT FURTHER RESOLVED, that the following fees and charges shall be established by the High Bridge Borough Council, for costs associated with other municipal charges constituting liens, such as but not limited to:

- removal of snow and ice from abutting sidewalks and gutters; N.J.S.A. 40:65-12, 13
- removal of grass, weeds and impediments; N.J.S.A. 40:65-12, 13
- abatement of a nuisance: N.J.S.A. 40:48-2.12(f)
- removing brush, weeds, debris, etc.; N.J.S.A. 40:48-2.14; N.J.S.A. 40:48-2.27

Hourly Labor Cost (DPW) regular business hours	=	\$ 75.00
Hourly Labor Cost (DPW) after hours and Saturday	=	\$100.00
Hourly Labor Cost (DPW) Sunday/Holidays	=	\$150.00

BE IT FURTHER RESOLVED, that the Council of the Borough of High Bridge set the fees for Water Utility fines, except as restricted by P.L. 2020 Chapter 39.

These additional charges are and shall be imposed for the following related services:

Non-compliance for broken meter assessment and repairs including damaged wires and replacement of remote device:

In the event that an actual meter reading is not obtained by the meter reader due to technical difficulties, the owner of the property will be notified by regular mail at the address on file for the account that a problem exists that requires his/her immediate attention.

If after 60 days from the initial mailing, no response is achieved, a second notice will be sent stating that a \$100/month fine will be assessed on the account on the first of the month following the second letter date. The fine shall continue to be assessed on a monthly basis until the necessary repairs are completed and an actual reading is obtained.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

PAYMENT OF TAXES AND UTILITIES

RESOLUTION: 018-2026

ADOPTED: 01/02/2026

BE IT RESOLVED by the Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey and approved by the Mayor that taxes and utilities rent shall be collected quarterly. Taxes are due on February 1, May 1, August 1, and November 1, of the current year. Utilities will be billed quarterly and due by the due date printed on the bill.

BE IT FURTHER RESOLVED that interest will be charged at the rate of 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00 to be calculated from the date the taxes were due until the date of actual payment. There will be a ten day (10) grace period after which unpaid taxes will be charged interest from the due date.

BE IT FURTHER RESOLVED that the utility payment shall be due within 25 days of the billing date. All unpaid balances after 25 days shall accrue interest at the rate of 8% per annum on the first \$1,500.00 of the delinquency and 18% per annum on any amount in excess of \$1,500.00 to be calculated from the due date.

BE IT FURTHER RESOLVED that, pursuant to statute, if a tax and/or utilities rent delinquency is over \$10,000.00 at the end of the year, an additional flat penalty of 6% per annum shall be imposed on that delinquency.

BE IT FURTHER RESOLVED that, in the event that the Borough conducts a sale for unpaid municipal taxes, the interest rate on said tax certificate shall begin at a maximum of 18% per annum.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

AUTHORIZATION FOR CORRECTIVE TAX APPEAL

RESOLUTION: 019-2026

ADOPTED: 01/02/2026

WHEREAS, the Revised Statutes of the State of New Jersey, more particularly N.J.S.A. 54:1 et seq., provides for the conferring of certain powers upon the Municipal Tax Assessor by Resolution; and

WHEREAS, the Council of the Borough of High Bridge, County of Hunterdon and State of New Jersey, as said governing body believe that it is in the best interest of the Borough to confer certain powers upon the Municipal Tax Assessor.

WHEREAS, the conferring of said powers upon the Municipal Tax Assessor will result in greater efficiency in the operation of the office of the Municipal Tax Assessor; and

WHEREAS, the Council of the Borough of High Bridge is desirous of conferring upon the Municipal Tax Assessor a general authorization for the correction and adjustment of errors; and

WHEREAS, the Council of the Borough of High Bridge are of the opinion that said general authorization will promote greater efficiency while maintaining the integrity of the municipal assessment system.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey as follows:

1. The Council of the Borough of High Bridge confers upon Aaron Wilson, the Municipal Tax Assessor, a general authorization whereby the Assessor shall be empowered to adjust and correct errors pursuant to N.J.S.A. 54:1 et seq.
2. The Municipal Tax Assessor shall, from time to time as required by Council, provide a written summary of any and all such actions taken pursuant to this grant of authority.
3. This Resolution shall take effect upon adoption and remain in full force and effect for the current year.
4. The Council of the Borough of High Bridge shall in its discretion determine in January of each succeeding year whether or not this grant of general authorization shall be extended.
5. A certified copy of this Resolution shall be transmitted to the Municipal Tax Assessor and shall be maintained among the records thereof.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

DESIGNATION OF DEPOSITORYES & CASH MANAGEMENT PLAN

RESOLUTION: 020-2026

ADOPTED: 01/02/2026

WHEREAS, N.J.S.A. 40A:5-14, Local Fiscal Affairs Law, requires that each municipality adopt a Cash Management Plan designed to assure the deposit, investment and proper disbursement of local funds;

NOW, THEREFORE, BE IT RESOLVED that the Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey and approved by the Mayor does hereby adopt the following Cash Management Plan:

A. Designation of Depositories

The following institutions are designated as permissible depositories for the deposit of Borough funds:

First Bank
Citizens Bank
TD Bank
Unity Bank
Peapack Gladstone Bank
PNC
Columbia Bank
Wells Fargo
Bank of America
NJ/Arm Assets and Rebate Management Program
and any other Federal and State Bank or Credit Union in the State of New Jersey

All depositories must conform to the Governmental Unit Deposit Protection Act (GUDPA) and shall provide a Notification of Eligibility from the State of New Jersey, Department of Banking, on a semi-annual basis. In addition, designated depositories shall maintain maximum FDIC or FSLIC coverage of all Borough funds on deposit.

B. Deposit of Funds

All funds shall be deposited within forty-eight (48) hours of receipt, in accordance with N.J.S.A. 40A:5-15, into appropriate fund operating accounts. Non-interest bearing operating and capital accounts shall be regularly monitored on a monthly basis by the CFO for the availability of funds being transferred into interest bearing accounts. Debt Service and Trust Accounts shall be maintained in accordance with Federal and State statutes regulating such funds. Payroll, Developers' Escrow deposits and other agency funds, which represent funds of individuals and other organizations held by the Borough, shall be deposited in regular, interest bearing accounts unless average daily balance is below \$1,000.00. Grant funds shall be deposited in accordance with regulations of the granting government or agency.

Where compensating balances are required by any designated depository to offset the cost of services provided; an agreement between the Borough and the depository shall be executed, specifying the charge for each service and the balance required to offset each charge. Said agreement shall be reviewed on an annual basis.

C. Investment Instruments and Procedures

The Borough may purchase those investments permitted in N.J.S.A. 40A:5-15.1, which include:

United States Treasury Bonds, Notes and Bills
U.S. Government Agency and Instrumentality Obligations
Bonds and other obligations of the Borough of High Bridge
Commercial Bank Deposits and Certificates of Deposit
Savings and Bank Deposits and Certificates of Deposit
State of NJ and the State of NJ Cash Management Plan

The Borough may purchase other obligations approved by the Division of Investment of the Department of Treasury for investment by local units.

Investments shall be limited to a maturity of not more than one year unless a longer term is permitted by applicable Federal or State regulations. Allowable investments with maturities which extend beyond the end of the Borough's fiscal year shall be permitted only if interest accrued on the investment is credited to the Borough at the end of the fiscal year for the purpose of realizing budgetary revenue.

The purchase of Certificates of Deposit shall be made based on the availability of funds for investment and the analysis of projected cash flows. Bids for Certificates of Deposit will be solicited of at least three designated depositories only if the amount available for investment is \$100,000 or greater. Telephone bids will be solicited by the Chief Financial Officer, or designated staff member. Bidders shall specify the principal amount, interest, rate and maturity of the investment and transmit such bid to the Borough by telefax. A check or wire transfer will be made available to the winning bidder on the same business day the bid is awarded.

Where the return on a proposed investment does not exceed the cost of making such investment, the Chief Financial Officer will not make the investment. The Chief Financial Officer shall have the discretion of award an investment to the depository wherein the funds reside, should that institution's quoted interest rate be less than other quoted rates, and the differential in interest rates is not more than twenty-five (25) basis points (0.25%), providing that the term of the investment is thirty (30) days or less. The Chief Financial Officer shall have the discretion to reject all bids.

D. Disbursement of Funds

All funds shall be disbursed as authorized and directed by the Council. The Chief Financial Officer shall, at the beginning of the fiscal year, present to the Borough Council a schedule of debt service, principal and interest payments and, when available a schedule of School Tax payments for the upcoming fiscal year. Upon approval of the schedules of payments by the Council, the Chief Financial Officer shall then have the authority to make the following disbursements:

- School Taxes
- County Taxes
- Interfunds
- Purchase of Investments
- Debt Service
- Salary and Wages
- Postage
- State/County Permit/Filing Fees

Disbursements shall be executed via electronic wire transfer of funds by the Chief Financial Officer, or designated staff member, when that method of payment is deemed necessary or preferable by the payee, or when the amount of such payment will result in a financial benefit of the Borough of High Bridge in the form of increased investment income.

E. Reporting

The Chief Financial Officer shall, prior to the last day of the month immediately following, present to the Mayor and Council a monthly report of cash receipts and disbursement, subject to reconciliation and periodic adjustments.

F. Bonding

The following officials shall be covered by surety bonds, said surety bonds to be examined by the independent auditor to insure their proper execution:

- Chief Financial Officer
- Tax Collector
- Municipal Clerk

Staff members of the Department of Finance and Tax Collection not covered by separate surety bonds shall be covered by a Public Employee's Faithful Performance Bond.

G. Compliance

The Cash Management Plan of the Borough of High Bridge shall be subject to the approval of the Borough Attorney and shall be subject to the annual audit conducted pursuant to N.J.S.A. 40A:5-14.

As stated in N.J.S.A. 40A:5-14, the officials(s) charged with the custody of the Borough funds shall deposit them as instructed by this Cash Management Plan and shall thereafter be relieved of any liability or loss due to the insolvency or closing of any designated depository.

If, at any time, this Cash Management Plan conflicts with any regulation of the State of New Jersey, or any department thereof, the applicable State regulations shall apply.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

SIGNATURES ON CHECKS

RESOLUTION: 021-2026

ADOPTED: 01/02/2026

BE IT RESOLVED by the Council of the Borough of High Bridge, in the County of Hunterdon, State of New Jersey that through the current year checks drawn or withdrawals from these accounts be signed as follows:

All Borough Accounts except for Payroll, Tax Collector, and Utility Collector by three of the following officials:

- Mayor
- Clerk, Deputy Clerk, or the Planning Board Secretary
- Certified Municipal Finance Officer

BE IT FURTHER RESOLVED, by the Council of the Borough of High Bridge that checks drawn on the Payroll account require the signature of the Chief Financial Officer or the Mayor.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

POLICE DEPARTMENT RULES AND REGULATIONS

RESOLUTION: 022-2026

TABLED: 01/02/2026

WHEREAS, Ordinance 2014-21 officially designates the “appropriate authority” pursuant to N.J.S.A. 40A:114-118; and

WHEREAS, Pursuant to N.J.S.A. 40A:14-118 the Appropriate Authority hereby issues and promulgates the rules and regulations for the government of the force and the discipline of its members.

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey that effective immediately hereby adopt the rules and regulations of the Police Department.

Borough of High Bridge Police Department



Rules and Regulations

Borough of High Bridge Police Department – Rules and Regulations

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Article I Establishment of police department rules and regulations

Section 1:

1:1.1 Police department authority

The Police Department of the High Bridge Borough is established pursuant to N.J.S.A. 40A:14-118 and High Bridge Borough Ordinance 75-1. The High Bridge Borough Police Department shall after this be called the "department."

Section 2

Department rules

1:2.1 Rules and Regulations Established

The appropriate authority of the Borough of High Bridge hereby adopts and promulgates the department Rules and Regulations, known as the High Bridge Borough Police Department Rules and Regulations and after this called the "rules."

1:2.2 Right to Amend or Revoke

In accordance with N.J.S.A. 40A:14-118, the right is reserved by the appropriate authority to amend or to revoke any of the rules contained herein.

1:2.3 Previous Rules, Policies and Procedures

All rules previously issued, and policies and procedures that are contrary to the rules contained herein, are hereby revoked to the extent of any inconsistency. All other policies and procedures shall remain in force.

1:2.4 Application

These rules are applicable to all police officers of the department and to all civilian employees of the department where appropriate.

1:2.5 Distribution

One copy of these rules shall be distributed to each employee of the department.

1:2.6 Responsibility for Maintenance

It is the continuing responsibility of each employee to maintain a current copy of the rules, including all additions, revisions and amendments as issued.

1:2.7 Familiarization

Employees shall thoroughly familiarize themselves with the provisions of the rules. Ignorance of any provision of these rules will not be a defense to a charge of a violation of these rules. It is the continuing responsibility of each employee to seek clarification through the chain of command for any rule which is not fully understood.

Article II. Definitions

Section 1

- 2:1.1 Authority** - The right to issue orders, give commands, enforce obedience, initiate action and make necessary decisions commensurate with rank or assignment as provided for in the department rules, policies and procedures. Authority may be delegated by those so designated. Acts performed without proper authority or authorization shall be considered to be in violation of the rules.
- 2:1.2 Appropriate Authority** – As established in High Bridge Borough 75-1. Statutory authorization, in accordance with N.J.S.A. 40A:14-118.
- 2:1.3 Chain of command** - Vertical lines of communication, authority and responsibility within the organizational structure of the department.
- 2:1.4 Day Off** - Those days determined by the appropriate supervisor on which a given employee is excused from duty.
- 2:1.5 Detective** – A police officer, designated by the title of detective, assigned to conduct criminal and other investigations while in civilian clothes. The assignment of detective in the High Bridge Borough Police Department is not a rank, but an assignment made and changed at the will of the Chief of Police.
- 2:1.6 Department** – High Bridge Borough Police Department.
- 2:1.7 Detail** – A temporary assignment of personnel for a specialized activity.
- 2:1.8 Directive** - A document detailing the performance of a specific activity or method of operation.
- 2:1.9 Employee** – All Employees of the Police Department whether sworn police officers, crossing guards or civilian employees.

2:1.10 Function – The general activity of a subdivision of the department.

2:1.11 General order - Broadly based directive dealing with policy and procedure and affecting one or more organizational subdivisions of the department.

2:1.12 Headquarters – The police building(s) that houses the staff and members of the department.

2:1.13 Incompetence – The inability to satisfactorily perform police duties.

2:1.14 Insubordination – Failure or deliberate refusal of any member or employee to obey a lawful order given by a superior officer. Ridiculing a superior officer of his order, whether in or out of his presence. Disrespectful, insolent, or abusive language directed toward a superior officer.

2:1.15 Lawful Order – Any written or oral directive issued by a superior officer to any subordinate or group of subordinates in the course of police duty which is not in violation of any law, ordinance, or department rule or regulation.

2:1.16 Leave of absence – The period of time an officer is excused from working, either with or without pay.

2:1.17 May/Should - As used herein words "may" and "should" mean that the action indicated is permitted.

2:1.18 Member – All employees of the police department, including sworn regular police officers, special law enforcement officers (SLEO), and civilian employees.

2:1.19 Memorandum – Written directive designed to facilitate and provide direction for the operation of the department.

2:1.20 Military Leave – The period of time during which an officer is excused from duty by reason of serving in the armed forces of the United States in an active capacity as provided by law.

2:1.21 Misconduct – Any conduct which violates any department rule or regulation, ordinance of the Borough, or any State or Federal law or statute of a criminal or quasi-judicial nature.

2:1.22 Neglect of Duty – Failure to perform or give suitable attention to the performance of duty.

2:1.23 Off Duty – The status of a member during the period he is free from the performance of specified duties.

2:1.24 Officer – Any duly appointed Police Officer or Special Law Enforcement Officer (SLEO) of the department.

2:1.25 Officer-in-Charge – Any member designated by the Chief of Police or his designee to assume a leadership role in the absence of the appointed leader. In the absence of such specific designation, the senior member on duty by virtue of rank or seniority.

2:1.26 On Call – That period of time when an officer has been officially notified that he must be available in a reasonable period of time for active duty, upon call from headquarters, on duty officer(s) and/or superior officer(s).

2:1.27 On Duty – The status of a member during the period of the day when he is actively engaged in the performance of his duties.

2:1.28 Order - Any written or oral directive issued by a supervisor to any subordinate or group of subordinates in the course of duty.

2:1.29 Personnel order - A directive initiating and announcing a change in the assignment, rank or status of personnel.

2:1.30 Police Vehicle – All vehicles under the control of the department whether marked or unmarked, with or without radio equipment.

2:1.31 Policy - A statement of department principles that provides the basis for the development of procedures and directives.

2:1.32 Probationary Patrolman – any member of the department serving for a time period prior to permanent appointment.

2:1.33 Procedure - A written statement providing specific direction for performing department activities. Procedures are implemented through policies, directives and memorandums.

2:1.34 Rules and Regulations – Department legislation consisting of detailed directives binding members and employees of all ranks in terms of authority, responsibility and conduct.

2:1.35 Seniority – Seniority in the department is established first by rank and second by date of rank. Members having identical dates of rank, seniority shall be determined by the lower badge number. In situations requiring decision or control, where the officers are of equal rank, the senior will make the decision and exercise control unless, directed otherwise by a higher ranking superior or supervisory officer.

2:1.36 Shall/Will - The words "shall" and "will" as used herein, shall indicate that the action required is mandatory.

2:1.37 Sick Leave – The period of time when an employee is excused from active duty by reason of illness or injury.

2:1.38 Special order - A directive dealing with a specific circumstance or event that is usually self-canceling.

2:1.29 Special Law Enforcement Officers (SLEO) – Person vested with special police authority and hired pursuant to N.J.S.A. 40A:14-146.10 also designated as Class II officers and special officers.

2:1.40 Standard Operating Procedure (SOP) – Written directive issued by the Chief of Police. Standard Operating Procedures remain in full force and effect until amended, superseded, or canceled by the Chief of Police. Department Standard Operating Procedures establish policy and procedure governing matters which have broad application and usually affect the entire department. They are the most authoritative directive issued in the department and may be used to amend, supersede or cancel any other order.

2:1.41 Special Duty – Police service, the nature of which requires that the member be excused from the performance of his regular duties.

2:1.42 Subordinate – A member holding a lower supervisory, command rank or position.

2:1.43 Superior Officer – A member holding a higher supervisory, command rank or position.

2:1.44 Supervisor - Employee assigned to a position requiring the exercise of immediate supervision over the activities of other employees.

2:1.45 Training Bulletin – Documents published and designed to keep employees of the department abreast of current police techniques and procedures. The bulletins and their presentation act as a continuous training program and as stimulus for further study.

Article III. General duties and responsibilities

Section 1: Code of Ethics

3:1.1 AS A LAW ENFORCEMENT OFFICER, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice.

I WILL maintain courageous calm in the face of danger, scorn, or ridicule; develop self-recording; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature, or that is confided to me in my official capacity, will be kept ever secret unless revelation is necessary in the performance of my duty.

I WILL never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I RECOGNIZE the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession. law enforcement.

3:1.2 Law enforcement is an honorable calling. Service in this field demands a professional rather than an occupational philosophy. Personal honor, a desire for professional status, and devotion to service above self are the motives which compel a police officer to discharge his or her responsibility in full measure. A police officer's life is one of self-sacrificing service to a high ideal, based upon his or her recognition of the responsibilities entrusted to him or her and the belief that law enforcement is an honorable vocation.

3:1.3 A police officer fully accepts his or her responsibilities to defend the right, to protect the weak, to aid the distressed, and to uphold the law in public and in private living. A police officer accepts the obligation to report facts truthfully and to testify without bias or display of emotion, and to consider all information coming to his or her knowledge by virtue of his or her position as a sacred trust, to be used for official purposes only.

3:1.4 A police officer gives his or her loyal and faithful attention to the identification and apprehension of criminals, being equally alert to protect the innocent and prosecute the guilty. He or she performs the function of his or her office without fear, favor, or prejudice and does not engage in unlawful or improper practices. He or she does not disclose to unauthorized person any information concerning pending matters which might be prejudicial to the interests to the State, Borough of High Bridge, or the department.

3:1.5 A police officer does not seek to benefit personally by any confidential information which has come by virtue of his or her assignment. He or she is respectful and courteous to all citizens. He or she is faithful and loyal to his or her organization, constantly striving to cooperate with and to promote better relations with all regularly constituted law enforcement agencies and their respective in matters of mutual interest and obligation.

3:1.6 Rigid adherence to the principles set out above is mandatory for anyone accepting a position with the High Bridge Police Department. Acceptance of these principles should not be perfunctory, it should be weighed carefully. Citizens are quick to criticize any misconduct of members of the department; the community places a trust in police officers and expects them to conduct themselves as to merit this trust. Members should be proud to hold a position that demands so much.

3:1.7 There must be a moral philosophy and strong appreciation of the need for service in any profession. Unwavering adherence to such a moral philosophy will earn for police officers the respect and support of the public. Each member of the High Bridge Police Department shall conform to the Law Enforcement Code of Ethics, as contained herein.

Section 2: Job Descriptions

3:2.1 **Chief of Police** – Pursuant to **N.J.S.A. 40A:14-118** and municipal ordinance, the Chief of Police shall be the head of the Police Department and shall be directly responsible to the Appropriate Authority for the efficiency and day to day operations of the department. Pursuant to policies established by the Appropriate Authority, the Chief of Police will adhere to the duties detailed in the established job description of his position:

3:2.2 **Sergeant of Police** – Refer to established job description.

3:2.3 **Detective** – Refer to established job description.

3:2.4 **Police Officer** – Refer to established job description.

3:2.5 **Special Law Enforcement Officer (SLEO)** – Refer to established job description.

3:2.6 **Crossing Guard** – Refer to established job description.

3:2.7 **Civilian Employee** – Refer to established job description.

Article IV Rules of Conduct:

Section 1:

4:1.1 Loyalty – (Class 3 Violation)

Loyalty to the department and to associates is an important factor in department morale and efficiency. Employees shall maintain loyalty to the department and their associates consistent with the law and personal ethics.

4:1.2 Truthfulness – (Class 1 Violation)

All employees shall be completely truthful at all times.

4:1.3 Abuse of Authority – (Class 1 Violation)

Willful misuse of police powers or authority, in any manner, is prohibited.

4:1.4 Conduct unbecoming a police officer (Class 2 Violation)

Due to the nature of police work, the need for organizational cohesion and cooperation, the awesome power of public trust granted police officers, the autonomy they often work under the credibility needed to sustain effective law enforcement; police officers must be held to the highest standard in order for a police department to carry out it's law enforcement mission.

Accordingly, police officers shall conduct themselves at all times, both on and off duty, with high ethical standards, so as not to bring discredit upon themselves as police officers or upon the Police Department. Conduct unbecoming a police officer is grounds for disciplinary action and shall be defined as any improper conduct which tends to weaken public respect or confidence in the police department or which adversely impacts the confidence amongst fellow officers. This conduct includes but is not limited to:

- Unlawful, disorderly, immoral, deceitful, dishonest or unethical conduct by a police officer that adversely affects the morale, efficiency, or good order of the police department or damages the reputation of the officer or department.
- Cowardly or other dishonorable conduct by a police officer that injures or puts at risk any person or which tends to lower public confidence in the officer or police department or the mutual confidence among police officers.
- Slander, false reporting or any means of retaliation by a police officer against any department employee for their official acts.
- The willful violation of the code of conduct as set forth in the Police Department manual including the Law Enforcement Code of Ethics.

4:1.5 Conduct unbecoming an employee in the public service (Class 2 Violation)

Civilian employees shall conduct themselves at all times, both on and off duty, with high ethical standards so as not to bring discredit upon themselves as employees of the Police Department or upon the department itself.

- Unlawful, disorderly, immoral, deceitful, dishonest or unethical conduct by a civilian employee that adversely affects the morale, efficiency or good order of the police department, or that damages the reputation or credibility of the police department, is conduct unbecoming an employee in the public service and shall constitute grounds for disciplinary action.
- Slander, false reporting or any means of retaliation by an employee against any employee for their official acts is conduct unbecoming an employee in the public service and shall constitute grounds for disciplinary action.

4:1.6 Assistance – (Class 2 Violation)

All employees shall assist members of this and other law enforcement agencies in with official law enforcement agency duties and objectives in accordance with these rules and regulations.

4:1.7 Chain of Command – (Class 4 Violation)

1. All employees shall be aware of their relative position within the department, to whom they are immediately responsible, and who is accountable to them. The Chain of Command of the High Bridge Police Department shall be as follows:
 - a. Chief of Police
 - b. Sergeant
 - c. Police Officer / Detective
 - d. Special Law Enforcement Officer (SLEO)
 - e. Civilian Employees
 - e. Crossing Guards

4:1.8 Supervision of Subordinates (Class 3 Violation)

Employees shall properly monitor, instruct, counsel, supervise, direct, and discipline the personnel assigned to their command and enforce all department rules, regulations, policies, procedures, directives, and orders issued by competent authority. Employees are required to promptly report any unsatisfactory performance or violations through official channels. Employees are responsible for attempting to create a positive attitude among their subordinates and, in so doing, must endorse the policies, directives, and decisions of their superiors.

4:1.9 Responsibilities – (Class 3 Violation)

Members of the department are always subject to duty. They shall at all times respond to the lawful orders of superior or supervisory officers and other proper authorities, as well as to calls for assistance from citizens. Proper police action must be taken whenever required. The administrative delegation of the enforcement of certain laws and ordinances to particular subdivisions of the department does not relieve members of other subdivisions from the responsibility of taking prompt effective police action within the scope of those laws and ordinances when the occasion requires. Members assigned to special duties are not relieved from taking proper action outside the scope of their specialized assignment.

4:1.10 Neglect of Duty – (Class 2 Violation)

Employees shall faithfully and diligently carry out all of the duties and fulfill all of the obligations of their office. Failure to take appropriate action on the occasion of a crime, disorder, or other incident or condition deserving of police attention, or any other omission in which an employee represents an abandonment of their duties, obligations, or assignments, constitutes neglect of duty. Employees shall not commit any act, nor shall they be guilty of any omission, that constitutes neglect of duty.

4:1.11 Performance of Duty – (Class 3 Violation)

All employees shall perform their duties as required or directed by law, department rule, policy, directive, or by order of a superior or supervisory officer. All lawful duties required by competent authority shall be performed promptly as directed, notwithstanding the general assignment of duties and responsibilities.

4:1.12 Questions Regarding Assignment – (Class 5 Violation)

Employees in doubt as to the nature or detail of their assignment or order shall seek clarification from their immediate supervisor.

4:1.13 Insubordination – (Class 2 Violation)

Members and employees shall promptly obey any lawful orders of a superior, supervisory officer or another person in lawful authority. Members and employees shall not make any disrespectful, insolent, or abusive language or action toward a superior or supervisory officer.

4:1.14 Circulating False Information – (Class 3 Violation)

Employees shall not make false or misleading statements about department activities, including, but not limited to, policies, investigations, disciplinary actions and personnel decisions; when such statements are intended to or may tend to adversely affect the morale or good order of the department, or undermine the authority of any supervisory officer.

4:1.15 Knowledge of Laws and Regulations – (Class 4 Violation)

Every employee is required to thoroughly familiarize themselves with their current assignment and is required to establish and maintain a working knowledge of all laws, ordinances, rules and regulations, policies, and procedures of the High Bridge Police Department. Employees shall observe and obey all. In the event of improper action or breach of discipline, it will be presumed that the employee was familiar with the law, rule, or written directive in question.

4:1.16 Criticism of Official Acts or Orders – (Class 3 Violation)

Employees shall not criticize the official actions, instructions, or orders of any other employee in a manner which is defamatory, obscene, unlawful, or which tends to impair the efficient operation, image, authority, or reputation of the department.

4:1.17 Conduct Toward Members and Employees – (Class 4 Violation)

All employees shall treat all other employees with respect. They shall be courteous and civil at all times in their relationships with one another. When on duty, and particularly in the presence of others, employees shall demonstrate a positive attitude, refrain from using sarcastic remarks of any kind, and shall address members by rank.

4:1.18 Reasonable caution in performance of duty – (Class 3 Violation)

Employees shall exercise reasonable and prudent judgment and care in the performance of duty so as to minimize the risk of injury and / or damage to all persons and / or property.

4:1.19 Manner of Issuing Orders

1. Orders from superior or supervisory officers to subordinates shall be in clear, understandable language, civil in tone, and issued in pursuit of department business. **(Class 5 Violation)**
2. When conveying policies, directives, orders, etc., superiors and supervisors shall adopt a positive approach and impart the information in a manner most likely to gain acceptance and compliance. **(Class 4 Violation)**

4:1.20 Unlawful Orders – (Class 2 Violation)

No superior or supervisory officer shall knowingly issue any order that is in violation of any law, ordinance, or departmental directive.

4:1.21 Obedience of Unlawful Orders – (Penalty based on offense/violation)

Obedience to an unlawful order is never a defense of an unlawful action. Therefore, no employee is required to obey an order that is contrary to federal, state, or local law. Responsibility for refusal to obey rests with the employee. He or she shall be required to justify his or her actions.

4:1.22 Obedience to Unjust or Improper Orders

Employees who are given orders that they feel to be unjust or contrary to the rules and regulations or written directives of the High Bridge Police Department, but not unlawful, **must** first obey the order to the best of their ability. They then may proceed to appeal as provided below. Failure to follow the order prior to appeal may result in a charge of insubordination.

4:1.23 Conflicting Orders – (Class 5 Violation)

Upon receipt of an order conflicting with any previous order or instruction, the employee affected will advise the person issuing the second order of this fact. Responsibility for countering the original instruction then rests with the individual issuing the second order. If so directed, the latter command shall be obeyed first. Orders will be countered, or conflicting orders will be issued, only when reasonably necessary for the good of the department. Notice of countering or conflicting order is to be given to the officer issuing the original order by the countering officer.

4:1.24 Reports and Appeals – (Class 5 Violation)

An employee who has received an unlawful, unjust, or improper order shall, at first opportunity report in writing to the Chief of Police through official channels. This report shall contain the facts of the incident and the action taken. Appeals for relief from such orders may be made at the same time.

4:1.25 Soliciting Gifts, Gratuities, Fees, Loans, etc. – (Class 3 Violation)

Employees shall not under any circumstances, directly or indirectly, solicit any gift, gratuity, loan, discount or other fee for their own personal gain where there is any connection between the solicitation and their department membership or employment.

4:1.26 Acceptance of Gifts, Gratuities, Fees, Loans, etc. – (Class 2 Violation)

1. Pursuant to the provisions of N.J.S.A. 2C:27-10, employees shall not accept, either directly or indirectly under the color of their office, any gift, gratuity, loan, fee, or any other object of value arising from or offered because of police employment.
2. No employee shall receive any gift or gratuity from other members or employees junior in rank, the acceptance of which might tend to influence, directly or indirectly, the actions of said employee or other employee in any matter of police business; without the expressed permission of the Chief of Police.
3. Any employee who is found to have accepted money or any other thing of value to influence his actions in connection with his employment will be subject to termination of employment.

4:1.27 Rewards – (Class 4 Violation)

Employees shall not accept any reward in money or other compensation for services rendered in the line of duty except lawful salary and any other compensation that may be authorized by law.

4:1.28 Other Transactions – (Class 4 Violation)

Employees are prohibited from buying or selling anything of value from or to any complainant, suspect, witness, defendant, prisoner, or other person involved in any case which has come to their attention or which arose out of their department employment except as may be specifically authorized by the Chief of Police.

4:1.29 Disposition of Unauthorized Gifts, Gratuities – (Class 4 Violation)

Any unauthorized gift, gratuity, loan, fee, reward, or other object coming into the possession of any employee shall be forwarded to the office of the Chief of Police together with a written report explaining the circumstances.

4:1.30 Intercession – Soliciting – (Class 4 Violation)

Employees shall not seek influence or intervention with the Chief of Police, Mayor, Borough Administrator, or members of the Borough Council in relation to promotion, assignments, disposition of pending charges, or findings in a department hearing or other related matter.

4:1.31 Persons and Places of Bad Reputation – (Class 4 Violation)

Employees shall not frequent places of bad reputation, nor associate with persons of bad reputation, except as may be required in the course of police duty.

4:1.32 Withholding Information – (Class 2 Violation)

Employees shall not, at any time, withhold from the proper law enforcement authorities any police-related information which the employee knows, or should know, would be desired or needed by those authorities.

4:1.33 Reporting Violations of Laws and Ordinances – (Class 3 Violation)

Members who have been cited for violating criminal, quasi-criminal (ordinances and all regulations, including but not limited to housing code violations, health regulations, New Jersey Administrative Code regulations, etc.), and motor vehicle laws shall report same in writing to the Chief of Police through official channels.

Non-member employees who have been cited for violating criminal, quasi-criminal (ordinances and all regulations, including but not limited to housing code violations, health regulations, New Jersey Administrative Code regulations, etc.), or any other law that has bearing upon their association with the High Bridge Police Department shall report same in writing to the Chief of Police through official channels. Non-member employees who are in doubt as to whether the citation requires notification shall report same.

4.1:34 Reporting Violations of Laws, Ordinances, Rules, or Orders of Others (Class 3 Violation)

Employees knowing of other employees violating criminal, quasi-criminal (ordinances and all regulations, including but not limited to housing code violations, health regulations, New Jersey Administrative Code regulations, etc.), and motor vehicle laws shall report same in writing to the Chief of Police through

the Chain of Command. If the employee believes the information is of such gravity that it must be brought to the immediate personal attention of the Chief of Police, official channels may be by-passed.

4.1.35 Driver's License – (Class 2 Violation)

Employees required to operate department vehicles in the performance of their duty shall maintain a valid New Jersey Driver's License. Whenever an employee's driver's license has been suspended or revoked, the employee shall immediately notify their immediate supervisor and give a full account of the reason for the suspension or revocation in writing.

4:1.36 Address and Telephone Numbers – (Class 5 Violation)

1. Employees shall record their correct residence addresses and telephone numbers with the Chief of Police or, the officer designated to collate such information.
2. Employees are required to have telephone contact available in the place where they reside. The availability can be either land line or cellular means.
3. Changes in address or telephone number shall be reported to the appropriate officer within twenty-four (24) hours of the change. This notification shall occur in writing and within the specified time, whether the employee is working or on leave.
4. Employees shall not disclose the phone number or address of other employees.

4:1.37 Drug Testing; Attorney General's Law Enforcement Drug Testing Policy

1. The Attorney General's Law Enforcement Drug Testing Policy, is hereby adopted in its entirety as if set forth at length herein.
2. This policy applies to:
 - a. All applicants for a position as a law enforcement officer who, if appointed, will be responsible for the enforcement of the criminal laws of this State and will be authorized to carry a firearm under N.J.S.A. 2C:39-6;
 - b. Law enforcement officer trainees subject to the Police Training Act while they attend a mandatory basic training course; and
 - c. Sworn law enforcement officers who are responsible for the enforcement of the criminal laws of this State, come under the

jurisdiction of the Police Training Act and are authorized to carry a firearm under N.J.S.A. 2C:39-6;

3. Copies of the policy are available from the Chief of Police.

4:1.38 Actions While Off-Duty – (Class 3 Violation)

While off duty, members shall take appropriate action in any police matter that comes to their attention within their jurisdiction as authorized by New Jersey law and departmental policy.

4:1.39 Payment of Debts (Class 5 Violation)

Employees shall promptly pay all debts and legal liabilities incurred by them.

Section 2:

GENERAL CONDUCT ON DUTY

4:2.1 Prohibited Activity on Duty

Employees are prohibited from engaging in the following activities while on duty and are not directly related to their official duties:

1. Sleeping, loafing, or idling. **(Class 2 Violation)**
2. Recreational reading (except at meals). **(Class 5 Violation)**
3. Conducting private business. **(Class 2 Violation)**
4. Gambling, unless to further a law enforcement purpose. **(Class 2 Violation)**
5. Smoking in non-designated areas. **(Class 5 Violation)**
6. Sexual activity of any kind. **(Class 2 Violation)**
7. Leaving the Borough without justification. **(Class 3 Violation)**

4:2.2 Alcoholic Beverages and Drugs

1. No employee shall appear for duty, or be on duty, under the influence of alcohol or drugs to any degree or be unfit for duty because of their use. No employee shall report for duty with the odor of an alcoholic beverage on their breath or emanating from their person. **(Class 2 Violation)**
2. Employees shall refrain from drinking intoxicating beverages for a reasonable period of time prior to going on duty in order to eliminate odors,

impairment, or any other effect an intoxicating beverage may create. **(Class 2 Violation)**

3. Employees shall not drink any kind of intoxicating beverage while on duty, nor take any drugs not duly prescribed and necessary for health while on duty, except on special assignment authorized by the Chief of Police. **(Class 2 Violation)**
4. No employee shall operate a Borough vehicle after having consumed alcoholic beverages. **(Class 2 Violation)**
5. Intoxicating beverages shall not be consumed on police department property. **(Class 3 Violation)**
6. No member of the department shall, at any time when in uniform or any part thereof, except in the performance of his or her duty, enter any place in which intoxicating liquor is served or sold, unless authorized by a superior or supervisory officer. This prohibition includes meal breaks at licensed liquor establishments *unless* the area in which the intoxicating liquors are served is separated from the dining area by a physical partition which blocks the view between the two areas. **(Class 3 Violation)**
7. Members shall not bring any intoxicating liquor or illicit drugs onto department property except when necessary in the performance of a police task. Liquor or drugs brought onto department premises in the furtherance of a police task shall be properly identified and stored according to department policy. Non-member employees shall not bring any intoxicating liquor or illicit drugs onto department property. **(Class 3 Violation)**
8. Superior officers shall not assign to duty any employee who is in an unfit condition due to the use of intoxicants. Superior officers shall immediately relieve of duty any employee and remove the service weapon of any member found on duty in such condition. The superior officer shall then submit a written report of the incident to the Chief of Police. **(Class 2 Violation)**
9. Any employee who has a reasonable suspicion to believe that a fellow employee is under the influence of an intoxicating liquor or drugs must immediately report such fact to his or her immediate supervisor. **(Class 2 Violation)**
10. Any employee under any prescribed medication which may reasonably be assumed to affect the fundamental ability of the employee to perform the essential functions of his/her job in a safe and effective manner shall have his/her physician notify the Borough Physician as to the medication required, its properties (by supplying prescription fact sheet) the dosage

amount and the period during which the employee is required to take such mediation. Full compliance with department policy outline is required **(Class 3 Violation)**

4:2.3 Reporting For, and Absence From, Duty- (Class 3 Violation)

Any member who, without proper authorization, fails to appear for duty at the date, time, and place required is “absent without leave.” Such absence shall be reported in writing to the superior or supervisory officer immediately. Absences without leave must also be reported in writing to the Chief of Police.

4:2.4 Fitness for Duty - (Class 5 Violation)

Members shall maintain good physical and mental condition so that they can handle the physical and mental situations often required of a law enforcement officer.

4:2.5 Loitering – (Class 5 Violation)

Members on duty or in uniform shall not loiter at a public establishment unless in furtherance of a police-related task. Loitering in such locations is forbidden.

4:2.6 Use of Tobacco Products – (Class 5 Violation)

Use of all tobacco products, including non-traditional devices such as e-cigarettes, personal vaporizers, electronic nicotine delivery systems and other similar devices, are prohibited in all Borough facilities. Borough owned vehicles and public and private places within the Borough Facilities are tobacco free environments. Employees may only use tobacco products in authorized areas. Employees shall not use tobacco products while in direct contact with the public.

4:2.7 Relief – (Class 3 Violation)

Employees are to remain at their assignments and on duty until properly relieved by other employees or until dismissed by competent authority.

4:2.8 Suspending Patrol for Meal or Coffee Break – (Class 4 Violation)

1. Members will be permitted to suspend patrol, subject at all times to immediate call for duty for the purpose of having a(n) meal break(s) during their shift.
2. Only that amount of time reasonably necessary to have a meal is allowed to be taken for a meal break.

3. Members shall have their portable radios turned on, and shall monitor the radio at all times, while taking a meal break.
4. Members shall arrange meal and coffee breaks at times when not more than one unit is at any one location at the same time, unless authorized by a superior or supervisory officer.

4:2.9 Training – (Class 3 Violation)

Members shall attend in-service training in the theory and practice of law enforcement at the direction of the Chief of Police or his designee. Such attendance is a duty assignment and is therefore mandatory.

4:2.10 Inspections – (Class 4 Violation)

The Chief Executive Officer may call for dress inspections. Members directed to attend such inspections shall report in the uniform prescribed and carrying the equipment specified. Unauthorized absence from such inspection is chargeable as “absence without leave.”

4:2.11 Courtesy – (Class 5 Violation)

When meeting in public while on duty, members shall conform to normal courtesy standards and refer to each other by rank.

4:2.12 Harassment in the Work Place – (Class 3 Violation)

Employees are prohibited from any acts in the workplace that would constitute harassment, sexual or otherwise (*see policy V06C05*).

Section 3:

UNIFORMS, EQUIPMENT, AND APPEARANCE

4:3.1 Regulation Uniforms Required – (Class 4 Violation)

Members shall maintain regulation uniforms, which shall be neat, clean, and well-pressed at all times.

4:3.2 Manner of Dress on Duty – (Class 4 Violation)

Members shall wear the duty uniform during their tour of duty. However, superior or supervisory officers may permit other uniforms/clothing as required by the nature of the duty to which a particular member is assigned or based upon authority given to the superior or supervisor by the Chief of Police, such as during inclement weather, the night shift, etc.

4:3.3 Alternating Style of Uniform – (Class 4 Violation)

Uniforms shall be made of the material and style prescribed in relevant High Bridge Police Department directives. Such style shall not be altered or changed in any manner whatsoever unless authorized by the Chief of Police.

4:3.4 Civilian Clothing - Manner of Dress – (Class 4 Violation)

1. Male employees permitted to wear civilian clothing during a tour of duty shall wear either a business suit or sport coat and slacks. A dress-type shirt with tie shall be worn. Other clothing when necessary to meet a particular police objective may be permitted by the Chief of Police.
2. Female employees permitted to wear civilian clothing shall conform to standards normally worn by office personnel in private business firms, unless otherwise directed. Any exceptions must be authorized by the Chief of Police.

4:3.5 Equipment – (Class 3 Violation)

Employees are responsible for the proper care of department equipment assigned to them. All equipment must be clean, in good working order, and conform to department specifications. Employees are prohibited from using department equipment for personal business. Department equipment is the property of the Borough of High Bridge and is therefore subject to inspection without notice.

4:3.6 Uniform and Equipment Damage Claim

Any claims for damage to clothing and equipment caused in the performance of duty shall be made in accordance with current department procedures and current collective bargaining agreements. An employee's failure to promptly and in accordance with this procedure may cause for such claim to be denied.

4:3.7 Damaged or Inoperative Equipment – (Class 4 Violation)

Employees shall immediately report in writing, any loss of or damage to department property assigned to or used by them. The immediate supervisory officer shall be notified of any defects or hazardous conditions existing in any department equipment or property. Damaged or lost property may subject the responsible employee to reimbursement charges and disciplinary action.

4:3.8 Personal Appearance – (Class 5 Violation)

Every employee of the department, while on duty, must at all times be neat and clean in person, their clothes cleaned and pressed, and their uniform in conformity with the Rules and Regulations of this department. The Grooming Standards will not be deviated from without the written permission of the Chief of Police.

1. Male Employees

- a. Hair shall be neatly trimmed, combed, or brushed. It shall be cut to present a tapered appearance and when combed, shall not fall over the ears or eyebrows, or extend over the shirt or coat collar when standing with the head in a normal position. The hair shall not interfere with the proper wearing of any authorized uniform headgear. Unusual, outrageous, faddish haircut is strictly prohibited. Unnatural hair coloring is prohibited.
- b. Mustaches shall be trimmed and clean. No portion shall extend below the corners of the mouth, or one-half inch beyond the corners of the mouth. Mustaches shall not be twirled or curled.
- c. Sideburns shall be straight and of even width (not flared) and end in a clean-shaven horizontal line. The sideburns shall not extend below a point level with the middle of the ear opening.
- d. Other Facial Hair – Facial hair below the top lip, on the chin, or below the sideburns on the jaw, is not permitted.

2. Female Employees

- a. Hair length, bulk, or appearance of natural hair shall not be excessive, ragged, or unkempt. The hairs shall be neatly groomed and shall not be worn longer than the bottom of the shirt collar at the back of the neck when standing with the head in a normal posture. Hair shall be groomed in front so that it does not fall below the band of properly worn uniform headgear. The hair may be worn over the ears, but in no case shall the bulk or length of the hair interfere with the proper wearing of authorized uniform headgear. Long ponytails or platted hair is not permitted. A bun or twist will be permitted on the top or back of the head provided it is worn in a neat manner and does not interfere with the wearing of uniform headgear. No ribbons or ornaments shall be worn in the hair except for neat, inconspicuous bobby pins or conservative barrettes which blend with the hair color. Hair coloring, if used, must appear natural.

3. All Personnel

- a. Cosmetics, if worn, cosmetics shall be subdued. False eyelashes are not permitted.

b. Fingernails shall be clean and trimmed. Nails shall not extend beyond the tips of the fingers. Fingernail polish, if worn, shall be clear or pale. French manicure is permitted.

c. Tattoos, Scarifications, Branding – Definitions

- Tattoo – the act or practice of marking the skin with designs, forms, figures or art.
- Scarification – the act of intentional cutting of the skin for the purpose of creating a design, form, figure or art.
- Branding – the act of intentional burning of the skin for the purpose of creating a design, form, figure or art.

The following tattoos, scarifications and brands are prohibited:

- Any tattoo, scarification or brand located on the head, face or neck.
- Depictions of nudity or violence; sexually explicit or vulgar art work, phrases or profane language; symbols likely to offend other members, employees, or members of the public, e.g., swastikas, pentagrams or similar symbols; initials, acronyms or numbers that represent criminal or historically oppressive organizations, or any street gang names, numbers and/or symbols; or, any language or depiction that may impair or disrupt the operations of the department, or is inconsistent with the mission of the department.

The Chief of Police retains the right to have any employee cover visible tattoos while on duty.

- d. Eyeglasses worn by sworn police personnel while on duty or in uniform shall be conservative in design. The wearing of any adornments attached to any part of the head, with the exception of eyeglasses is prohibited. Sunglasses may be worn providing they are not extra ornamental.
- e. Employees will not wear wigs or hairpieces in uniform except for cosmetic reasons to cover natural baldness or physical disfigurement.

Section 4:**DEPARTMENT PROPERTY AND VEHICLES****4:4.1 Control of Property and Vehicles**

Employees are responsible for the proper care of department property and vehicles. Damaged or lost property and damaged vehicles may subject the responsible individual to reimbursement charges and appropriate disciplinary action.

All department property, including but not limited to computers, email systems, lockers, work areas, and vehicles are the property of the Borough of High Bridge and are therefore subject to inspection without notice.

4:4.2 Care of Department Buildings – (Class 3 Violation)

Employees shall not mar, mark, or deface any surface in any police department building or property. No material shall be affixed in any way to any wall in department buildings without specific authorization from the Chief of Police.

4:4.3 Notices – (Class 3 Violation)

Employees shall not mark, alter, or deface any posted notice of the department. Notices or announcements shall not be posted on bulletin boards without permission of the Chief of Police, except those areas designated as Police Union bulletin boards. Under no circumstances will notices, pictures, etc. be posted that are degrading, obscene, or considered detrimental to the good order.

4:4.4 Use of Department Vehicles While Off Duty - (Class 4 Violation)

Employees shall not use any department vehicle while off duty without the permission of the Chief of Police.

4:4.5 Operation of Motor Vehicles – (Class 4 Violation)

1. Employees shall not violate the traffic laws when operating any vehicle, departmental, personal, or otherwise. They shall set an example for other persons in the operation of their vehicles.

2. It shall be the responsibility of any member operating a departmental vehicle to properly park the vehicle off of the traveled portion of the roadway at a crime scene, fire, etc., unless such vehicle is being used to light the scene, in a roadblock, or other extenuating circumstances.

4:4.6 Emergency Calls and Use of Emergency Lights and Siren – (Class 3 Violation)

Members driving any department vehicle shall exercise judgment and care, with due regard for safety and property, when responding to emergency calls. They shall slow down at all street intersections to such degree that when crossing same they are certain that the motoring public and pedestrian traffic are not placed at risk. They shall follow department procedure when responding to emergency calls or when engaged in a pursuit.

4:4.7 Transporting Citizens – (Class 5 Violation)

Citizens shall be transported in department vehicles only when necessary to accomplish a police purpose. Such transportation shall be performed in conformance with department procedure or at the direction of a Chief of Police or immediate supervisor.

4:4.8 Reporting Crashes – (Class 3 Violation)

On-duty crashes involving department personnel and property/equipment shall immediately be reported to the superior or supervisory officer, in accordance with applicable procedures and law. It shall be the duty of the supervisor to investigate the crash and notify the Chief of Police.

4:4.9 Presumption of Responsibility

When Borough property or vehicles are found bearing evidence of damage which has not been reported, it shall be *prima-facie* evidence that the last person using the property or vehicle was responsible.

4:4.10 Responsibility for Appearance and Maintenance – (Class 5 Violation)

An employee shall be responsible for the general appearance and maintenance of the vehicle assigned to him or her. This responsibility includes, but is not limited to, ensuring that the vehicle is cleaned inside and out and that the Chief of Police or his designee is made aware of all maintenance issues.

4:4.11 Surrender of Property Upon Resignation or Termination

Employees are required to surrender all department property in their possession upon separation from the department. Failure to return all department property as requested may result in the filing of criminal charges.

4:4.12 Surrender of Property While Under Suspension

Any member under suspension shall immediately surrender their badge, handgun, and all other department equipment to the Chief of Police pending disposition of the case. Any employee under suspension shall immediately surrender all department or Borough property in their possession to the Chief of Police.

4:4.13 Firearms – (penalty dependent upon offense / violation)

All members shall strictly adhere to all applicable laws, New Jersey Attorney General Guidelines and High Bridge Police Department policies and procedures (*see policy V04C02*).

Section 5:

COMMUNICATIONS AND CORRESPONDENCE

4:5.1 Restrictions – (Class 3 Violation)

Employees shall not:

1. Use department letterhead stationery for private correspondence.
2. Send correspondence on behalf of the department without proper authorization.

4:5.2 Forwarding Communications to Higher Commands – (Class 3 Violation)

Any employee receiving a written communication for transmission to a higher command, shall, in every case, forward such communication.

4:5.3 Private Use of Department Address – (Class 4 Violation)

Employees shall not use the department as a mailing address for private purposes.

4:5.4 Telephones – (Class 4 Violation)

Department telephone equipment may not be used for the transmission of messages involving toll charges unless the Chief of Police promulgates other regulations.

4:5.5 Radio Discipline – (Class 4 Violation)

All members of the department operating police radios shall strictly observe regulations for such operation as set forth in department orders and by the Federal Communications Commission.

Section 6:

PUBLIC ACTIVITIES

4:6.1 Conduct Toward the Public – (Class 4 Violation)

Employees shall be courteous and orderly in their dealings with the public. They shall perform their duties quietly, avoiding harsh, violent, profane, or insolent language and shall always remain calm regardless of provocation. They shall attend to requests from the public quickly and accurately, avoiding unnecessary referral to other parts of the department.

4:6.2 Professional Demeanor – (Class 4 Violation)

Employees shall avoid giving the appearance that they are evading the performance of their duty or are disinterested in problems of persons who may be referred for service. Employees shall not belittle a seemingly trivial request, complaint, or piece of information.

4:6.3 Impartiality – (Class 3 Violation)

All members, even though charged with vigorous and unrelenting enforcement of the law, must remain completely impartial toward all persons coming to the attention of the department. Violations of the law are against the people of the state and not against the individual officer. All citizens are guaranteed equal protection under law. Exhibiting partiality for or against a person because of race, creed, or influence is conduct unbecoming an officer. Unwarranted interference in the private business of others when not in the interests of justice is conduct unbecoming an officer.

4:6.4 Request for Identification – (Class 5 Violation)

Upon request, and as soon as practical, employees are required to provide their name and badge numbers, if applicable, in a courteous manner.

4:6.5 Disparaging Comments – (Class 3 Violation)

Employees shall not use words which humiliate, disparage, demean, degrade, ridicule, or insult a person because of race, creed, color, national origin, ancestry, disability, sex, marital status, sexual orientation, gender identity, or expression.

4:6.6 Use of Derogatory or Antagonizing Language – (Class 3 Violation)

Employees shall not:

1. Speak disparagingly of any person based on membership or perceived membership in any of the groups listed above in section 4:6.5, nor refer to them in insolent or insulting terms of speech, whether prisoners or otherwise.
2. Use uncomplimentary terms of speech when referring to any prisoner or other person or willfully antagonize any person with whom the member or employee comes in contact.

4:6.7 Public Statements – (Class 2 Violation)

Employees shall not make public statements concerning the work, plans, policies, or affairs of the department that may impair or disrupt the department's operation. Employees shall not make public statements that are obscene, unlawful, defamatory, or otherwise prohibited by rule or written directive.

4:6.8 Subversive or Radical Organizations – (Class 3 Violation)

No employee shall knowingly become connected with any subversive or radical organization or any person or organization which advocates or which is instrumental in fostering hatred, prejudice, or oppression against any racial, religious, or government group, except when necessary in the performance of duty and then only under the direction of the Chief of Police.

4:6.9 Affiliation with Certain Organizations Prohibited – (Class 3 Violation)

1. Members may become a member of an organization such as a fire company, auxiliary corps, or a first aid unit provided such membership does not interfere with their obligation as a police officer.
2. Members shall not affiliate themselves with any organizations whose constitutions impose provisions that might in any way exact prior consideration and prevent the proper and efficient functioning of the High Bridge Police Department. This prohibition does not apply to the active military or naval services of the United States or of this State, in time of war, in an emergency, or during any period of training, or pursuant to or in conjunction with the operation of any system of selective service.
3. Members shall not affiliate themselves with any organization or activity that would create a conflict of interest with the officer's sworn duties or the mission of the High Bridge Police Department.

4:6.10 Commercial Testimonials – (Class 4 Violation)

1. No employees shall use High Bridge uniforms, names, equipment, or insignias to endorse any product or service without permission of the Chief of Police.
2. No employees shall endorse any product or service in their capacity as a High Bridge Police employee without permission of the Chief of Police.

4:6.11 Public Appearance Requests – (Class 4 Violation)

All requests for public speeches, presentations, and the like will be routed to the Chief of Police for approval and processing. Employees directly approached for this purpose shall suggest that a party submit his or her request to the Chief of Police.

4:6.12 Publicity – (Class 5 Violation)

Employees shall not seek personal publicity in the course of their employment.

4:6.13 Preferential Treatment – (Class 2 Violation)

No employee shall seek the influence or intervention of any person, either outside of the High Bridge Police Department or inside of the High Bridge Police Department, for purposes of preferential treatment, advantage, transfer, or advancement.

4:6.14 Availability – (Class 3 Violation)

Employees on duty shall not conceal themselves except pursuant to a bona fide law enforcement purpose. Employees on duty shall be immediately and readily available to the public when on duty.

4:6.15 Responding to Calls – (Class 3 Violation)

Members shall respond without delay to all calls for assistance from citizens or other members. Emergency calls take precedence. However, all calls shall be answered as soon as possible consistent with normal safety precautions and vehicle laws. Failure to answer a call for police assistance promptly, without justification, will be considered misconduct. Except under the most extraordinary circumstances, or when otherwise directed by competent authority, no member shall fail to answer any call directed to them. The member will inform the radio dispatcher when the member is off of the airwaves or when the member returns to duty status.

Section 7:

POLITICAL ACTIVITIES

4:7.1 Participating In Political Activities – (Class 2 Violation)

1. No member shall, at any time when in uniform or any part thereof, except in the performance of duty, participate in any form of political activity or display any political material on any government property or on their person.
2. No member shall directly or indirectly use or seek to use their authority or official influence to control or modify the political actions of another person.
3. No member shall use the influence of their status as a law enforcement officer for political reasons.

4:7.2 Election to Public Office – (Class 2 Violation)

Members shall not be candidates for or hold office in elective public positions or political organizations within or inclusive of the Borough of High Bridge unless authorized to do so by the county prosecutor.

4:7.3 Off Duty Political Activities – (Class 3 Violation)

Members may engage in off duty political activities except when such activities will harm or impair the operation or discipline of the department, or where it undermines the public's confidence in their professional objectivity, and the objectivity of the police department.

4:7.4 Soliciting Prohibited – (Class 2 Violation)

Employees shall not solicit contributions for political purposes while on duty, nor shall they interfere with or use the influence of their office for political reasons.

4:7.5 Contributions – (Class 3 Violation)

Employees may contribute funds or any other thing of value to candidates for public office subject to the provisions of law governing such contributions.

4:7.6 Polling Duties – (Class 3 Violation)

Members shall not engage in any polling duties while on-duty. Any member working at a polling place while off duty shall not have an exposed firearm or exhibit ANY evidence of his employment as a police officer.

4:7.7 Displaying of Political Material – (Class 3 Violation)

Employees shall not display any political material on any government property or on their person while on duty or in uniform.

Article X RESPONSIBILITIES OF OFFICERS ASSIGNED TO SPECIAL DUTIES:

Section 1:

5:1.1 Assignments

The Chief of Police may at any time reassign officers from special duties to other duties or regular patrol duties.

5:1.2 Duties and Responsibilities

The duties and responsibilities of members assigned to special duties shall be outlined and explained to the member prior to the officer being assigned to such duties. The Chief of Police may from time to time modify the duties and responsibilities as they deem necessary.

5:1.3 Compensation

There shall be no additional compensation for members assigned to special duties, unless specified in the current collective bargaining agreement.

Section 2:

INVESTIGATIONS

5:2.1 Investigations – (Class 3 Violation)

All employees involved in any official investigation will adhere to any and all policies and procedures of the High Bridge Police Department.

5:2.2 Release of Information at Crime Scene – (Class 3 Violation)

Unauthorized persons, including members of the press, shall be excluded from crime scenes. Information which will not hinder or nullify an investigation may be given to the press by the Chief of Police or his designee, in accordance with department procedures.

5:2.3 Confidential Information – (Class 2 Violation)

1. Employees shall not reveal any confidential business of the department. They shall not impart confidential information to anyone except those for whom it is intended or as directed by a superior or supervisory officer.
 - a. “Information” as used herein shall include, but is not limited to, technical, economic, private, or personal data within the custody and/or control of the High Bridge Police Department, data and/or details pertaining to all forms and types of financial, business, criminal, and civil actions, strategic and department plans, financial information, records, reports, recommendations, police procedures, findings, evaluations, forms, computer programs and data, specifications, methods, processes, research and development efforts, and all other “information” in the broadest sense of the word, whether stored, compiled, or memorialized physically, electronically, digitally, photographically, or in writing.
 - b. “Information” as used herein shall be interpreted broadly.
2. Employees shall not make known to any person any department order that they may receive unless so required by the nature of the order.
3. Contents of any record or report filed with the High Bridge Police Department shall not be exhibited or divulged to any person other than a duly authorized police officer, except on approval of the Chief of Police, or under due process of law, or as permitted under department regulations.
4. Employees shall not take photographs or films of any kind (cell phone camera, personal camera, etc.) of any person or any scene encountered on duty and/or during official business unless such photographs or films are made strictly in furtherance of an official duty.
5. Employees shall not disseminate photographs or films of any kind (cell phone camera, personal camera, etc.) of any person or any scene encountered on duty and/or while on official business unless such photographs or films are disseminated strictly in furtherance of an official duty.

5:2.4 Compromising Criminal Cases – (Class 2 Violation)

Employees shall not interfere with the proper administration of criminal justice.

1. Employees shall neither attempt to interrupt the legal process, except where a manifest injustice might otherwise occur, nor participate in or be concerned with any activity that might interfere with the process of law.

2. Employees shall not attempt to have any traffic summons or notice to appear voided or stricken from the calendar except in accordance with established court procedures.
3. Any employee having knowledge of such action, and who fails to inform a superior or supervisory officer of it, shall be subject to disciplinary action.

Section 3:

ARRESTS AND PRISONERS

5:3.1 Arrests – (Class 1 Violation)

In making arrests, members shall strictly observe the laws of arrest and the following provisions:

5:3.2 Assisting Criminals – (Class 1 Violation)

Employees shall not communicate any information which might assist persons guilty of criminal or quasi-criminal acts to escape arrest or punishment or which may enable them to dispose of or secrete evidence of unlawful activity or money, merchandise, or other property unlawfully obtained.

5:3.3 Reports and Bookings – (Class 1 Violation)

No employee shall knowingly falsify any official report or enter or cause to be entered any inaccurate, false, or improper information on records of the department.

5:3.4 Recommending Attorneys and Bail Bond Brokers Prohibited – (Class 3 Violation)

Employees shall not suggest, recommend, advise, or otherwise counsel the retention of any specific attorney or bail bond broker to any person coming to their attention as a result of police business. Any person requesting this information shall be referred to the telephone directory.

5:3.5 Acting as Bailor Prohibited – (Class 2 Violation)

Employees shall not act as bailers for any person in custody except immediate relatives and in no case where any fee, gratuity, or reward is solicited or accepted.

Section 4:

JUDICIAL AND INVESTIGATIVE ACTIONS, APPEARANCES, AND TESTIFYING

5:4.1 Court Appearance – (Class 3 Violation)

Attendance at a court or quasi-judicial hearing as required by subpoena, resulting from department employment, is an official duty assignment. Permission to suspend, delay, or vacate this duty must be obtained from the prosecuting attorney handling the case or other authorized court official.

5:4.2 Testifying for the Defendant – (Class 3 Violation)

Any employee subpoenaed to testify for the defense in any trial, hearing, or against the Borough of High Bridge or department in any hearing or trial, shall notify Chief of Police upon receipt of the subpoena.

5:4.3 Truthfulness – (Class 1 Violation)

Employees are required to be truthful at all times, whether or not under oath.

5:4.4 Civil Action, Acting As An Expert Witness, Court Appearance – Subpoena – (Class 4 Violation)

An employee shall not volunteer to testify as an expert witness in civil actions and shall not testify unless legally subpoenaed. Employees shall accept all subpoenas legally served. If the subpoena arises out of department employment, or if the member or employee is informed that they are a party to a civil action arising out of department employment, they shall immediately notify the Chief of Police. Employees shall not enter into any financial understanding for appearances as witnesses prior to any trial, except in accordance with current procedure.

5:4.5 Civil Depositions and Affidavits – (Class 4 Violation)

Employees shall confer with the Chief of Police before honoring a deposition or affidavit in a civil case. .

5:4.6 Civil Cases

Members shall not serve civil process or assist in civil cases unless the specific consent of the Chief of Police is obtained. They shall avoid entering into civil disputes, particularly while performing their police duties, but shall prevent or abate a breach of the peace or crime in such cases.

Section 5:

PERSONNEL REGULATIONS

5:5.1 OATH OF OFFICE

All members, before their assignment to duty and prior to their promotion to higher ranks, shall be required to take an oath of office as follows:

“I, (state name), do solemnly swear (or affirm) that I will support the Constitution of the United States and the Constitution of the State of New Jersey, that I will bear true faith and allegiance to the same and to the governments established in the United States and in this State, under the authority of the people; and that I will faithfully, impartially, and justly perform all the duties of the office of (name office) according to the best of my ability. (So help me God.).”

The individual taking oath may include or exclude the phrase “So help me God” as desired.

5:5.2 PROBATIONARY PERIOD

Appointment of a Patrolman to the High Bridge Police Department is for a probationary period of one (1) year from the date of appointment in accordance with High Bridge Borough Ordinance **75-19**.

5:5.3 OUTSIDE EMPLOYMENT – (Class 3 Violation)

Employees may engage in secondary or outside employment consistent with department and the current collective bargaining agreement. (*see policy V01C15*).

5:5.4 Hours of Duty

1. Members of the department shall have regular hours assigned to them for active duty. When off duty, they shall, nevertheless, be subject to duty as needed.
2. The fact that members may technically be off duty shall not relieve members from the responsibility of taking proper police action on any matter coming to their attention at any time.

5:5.5 Scheduled Days Off

Employees are entitled to days off which are pursuant to the current collective bargaining agreement and are taken according to a schedule established by the Chief of Police or his designee.

5:5.6 Vacation Leave

Employees are entitled to vacation leave off pursuant to the current collective bargaining agreement, department policy and procedure, and approval of the vacation schedule established by the Chief of Police or his designee.

5:5.7 Sick Leave / Workman's Compensation – (Class 2 Violation)

- A. Employees are entitled to sick leave pursuant to the current collective bargaining agreement, department policy and procedures. Statutory law will supersede where any conflicts exist.
- B. Employees will adhere to department policy and procedure regarding attendance.
- C. Employees will not exceed their allotted sick leave.
- D. Employees who exceed their allotted leave are absent without leave.
- E. Employees will not pretend illness or injury, falsely report themselves or a family member to be injured or ill, or otherwise deceive or attempt to deceive a supervisor or the Borough physician as to their health or the health of any other person.

5:5.8 Other Leave

Employees are entitled to other leave as provided for in the current collective bargaining agreement, by law and by department policy and procedures, subject to approval of the schedule established by the Chief of Police or his designee.

5:5.9 Suspension of Leave

Any vacation leave, scheduled day off, or other leave of absence may be suspended when an emergency which reasonably could not have been foreseen is declared by the Chief of Police or his designee and which unduly disrupts the operations of the agency.

5:5.10 Absence from Duty for Five Days Continuously – (Class 1 Violation)

Except as otherwise provided by law, any permanent member who shall be absent from duty without just cause or leave of absence for a continuous period of five (5) days shall cease to be a member of the High Bridge Police Department. (See N.J.S.A. 40A:14-122).

5:5.11 Sick or Injured on Duty –(Class 2 Violation)

Employees who fall sick or become injured on duty shall report this to the Chief of Police and shall remain on duty until relieved, unless otherwise excused by a superior officer. The exception to this rule would be where the sickness or injury is disabling to the point of preventing compliance.

5:5.12 Unauthorized Absence –(Class 2 Violation)

Employees who absent themselves in an improper manner shall be subject to disciplinary action. Unauthorized absence occurs when employees:

1. Feign illness or injury.
2. Deceive the physician in any way as to their true condition.
3. Are injured or become sick as a result of improper conduct.
4. Violate any provisions concerning the reporting of sickness or injury.

5:5.13 Grievance Procedures

The Chief of Police shall recognize and deal with the members of the police department for the adjustment of any grievances which may arise in accordance with the appropriate contract. Those employees not subject to contract guidelines shall be governed in accordance with Borough policy.

5:5.14 Resignations

Resignations of employees must be in writing and bear the signature of the person resigning. Employees shall provide the Chief of Police not less than fourteen (14) days written notice of their resignation.

5:5.15 Resignation Prohibited While Charges are Pending

Employees are prohibited from resigning while charges are pending against them unless permission is granted by the Chief of Police.

5:5.16 Law Enforcement Licensing Requirement

In accordance with P.L. 2022, c.065 (S2742 SCS CC), C.542:17B-67.1 all members are required to hold a valid, active license as a law enforcement officer issued in accordance with P.L. 2022, c65 9C.52:17B-71a et al.)

ARTICLE XI DISCIPLINARY REGULATIONS

Section 1:

DISCIPLINARY ACTION

6:I.1 Disciplinary Action

Members, regardless of rank, shall be subject to disciplinary action for:

- 1) Violating their oath and trust by committing an offense punishable under the laws or statutes of the United States, the State of New Jersey, or municipal ordinances; or
- 2) Failure, either willfully or through negligence or incompetence, to perform the duties of their rank or assignment; or
- 3) For violation of any special order, general order, or rule of the department; or
- 4) For failure to obey any lawful instruction, order, or command of a superior or supervisory officer. Disciplinary action in all cases shall be decided on the merits of each case.

6:I.2 Establishing Elements of Violation

Existence of facts establishing a violation of the law, ordinance, or rule is all that is necessary to support any allegation of such a basis for disciplinary action. Nothing in these Rules and Regulations prohibits disciplining employees or charging members merely because the alleged act or omission does not appear herein.

6:I.3 Penalties

The following penalties may be assessed against any member of the department as disciplinary action:

A. Minor Discipline – no entitlement to a hearing

1. Training
2. Counseling
3. Oral reprimand
4. Written reprimand

B. Major Discipline – entitlement to hearing

1. Voluntary surrender of time off in lieu of other action
2. Monetary fine
3. Suspension with pay
4. Suspension without pay
5. Loss of promotion opportunity
6. Demotion
7. Dismissal

6:1.4 Grading of Violations

The following information is intended assisting in administering fair and uniform punishment for all employees of the department. The recommended penalties shall not limit the penalty that the Appropriate Authority may impose.

A. Class 1 Violation - Violation of any rule designated as a Class 1 Violation may result in the following disciplinary action:

1st Violation - Dismissal

B. Class 2 Violation - Violation of any rule designated as a Class 2 Violation may result in the following disciplinary action:

1st Violation – 3 Day suspension to Dismissal
2nd Violation – 10 Day suspension to Dismissal
3rd Violation or subsequent - Dismissal

C. Class 3 Violation - Violation of any rule designated as a Class 3 Violation may result in the following disciplinary action:

1st Violation – reprimand to 6 months suspension
2nd Violation – 3 Day suspension to Dismissal
3rd Violation or subsequent - Dismissal

D. Class 4 Violation - Violation of any rule designated as a Class 4 Violation may result in the following disciplinary action:

1st Violation – reprimand to 30 day suspension
2nd Violation – reprimand to 6 months suspension
3rd Violation or subsequent – 20 day suspension to Dismissal

E. Class 5 Violation - Violation of any rule designated as a Class 5 Violation may result in the following disciplinary action:

1st Violation – reprimand to 5 day suspension
2nd Violation – reprimand to 30 day suspension
3rd Violation or subsequent - 5 day suspension to Dismissal

Section 2

DEPARTMENT AUTHORITY TO DISCIPLINE

6:2.1 Oversight By Chief of Police

Within the limitations set forth in N.J.S.A. 40A:14-147 through 151 as well as applicable Borough ordinances and the New Jersey Attorney General's Guidelines, department disciplinary authority and responsibility rest with the Chief of Police. All department discipline shall be reviewed and approved by the Chief of Police.

6:2.2 Counseling Not To Be Considered Discipline

Superior or supervisory officers may, when necessary, "counsel" a subordinate for any reason in an effort to improve the subordinate's knowledge and/or performance. Although counseling is a component of the disciplinary process, it shall not be considered a disciplinary measure *per se*. Counseling shall be documented on a Performance Notice.

6:2.3 Authorized Actions of Superior or Supervisory Officers

Superior or supervisory officers may independently take the following disciplinary measures. Final disposition shall be subject to the Chief of Police's approval.

1. Oral Reprimand

A verbal admonishment given to a subordinate by a superior or supervisory officer. Written documentation is to be made and forwarded to the Chief of

Police via the normal chain of command. This form of discipline shall remain in the member's file for a period of six (6) months unless another oral reprimand is given that member during this six-month period.

2. Written Reprimand

A written notice of violation of rules, regulation, policies, procedures or special orders given to a subordinate by a superior or supervisory officer. It is to be written on an official police department disciplinary form and forwarded to the Chief of Police via the normal chain of command. This form of discipline shall permanently remain in the file.

3. Emergency Suspension

4. Written Recommendations for Other Penalties

6:2.4 Emergency Suspensions

- A. Any superior officer shall have the authority to impose emergency suspension against a member until the next business day when the superior officer determines one of the following exist:
 - 1. The employee is unfit for duty; or
 - 2. The employee is a hazard to any person if permitted to remain on the job; or
 - 3. An immediate suspension is necessary to maintain safety, health, order or effective direction of public services; or
 - 4. The member has been formally charged with a crime of the first, second or third degree, or a crime of the fourth degree on the job or directly related to the job.
- B. In Accordance with N.J.S.A. 40A:14-149.1 Notwithstanding any other law to the contrary, whenever any municipal police officer is charged under the law of this State, another state, or the United States, with an offense, said police officer may be suspended from performing his duties, with pay, until the case against said officer is disposed of at trial, until the complaint is dismissed, or until the prosecution is terminated; provided, however, that if a grand jury returns an indictment against said officer, or said officer is charged with an offense which is a high misdemeanor or which involves moral turpitude or dishonesty, said officer may be suspended from his duties, without pay, until the case against him is disposed of at trial, until the complaint is dismissed or until the prosecution is terminated. The Chief

of Police shall immediately submit a report explaining such action to the Appropriate Authority.

6:2.5 Follow-up After Emergency Suspensions

A member receiving an emergency suspension shall be required to report to the Chief of Police on the next business day at 0900 unless otherwise directed by competent authority. The superior or supervisory officer imposing the suspension shall also report to the Chief of Police at the same time.

6:2.6 Reports of Disciplinary Action Taken or Recommended

Whenever disciplinary action is taken or recommended, a written report must be submitted immediately containing the following information:

1. The name, rank, badge number of the member being disciplined, along with their signature of notification.
2. The date and time of the misconduct.
3. The location of the misconduct.
4. The section number of the violated rule and common name of the infraction.
5. A complete statement of the facts of the misconduct.
6. The punishment imposed or recommended.
7. The written signature, badge number, and rank of the preparing officer and their position in relation to the member being disciplined.

6:2.7 Distributions of Reports of Disciplinary Action

Reports shall be distributed as follows by the officer imposing or recommending the disciplinary action:

1. Original to the Chief of Police through the chain of command.
2. Copy retained by officer imposing or recommending the action.

6:2.8 Endorsement and Forwarding of Disciplinary Reports

Each level in the chain of command must endorse and forward reports bearing on disciplinary matters. Such endorsement may be one of approval, disapproval, or modification. No member shall alter or cause to be altered or withdrawn any disciplinary report except by the officer initiating the report. The initiating officer shall have the affected member initial the report, indicating they have full knowledge of the change or withdrawal as soon as practical. Disciplinary reports in transit through the chain of command shall not be delayed, but must be reviewed, endorsed, and forwarded as soon as possible. Disciplinary reports shall be filed in accordance with current department directives.

6:2.9 Informing the Person Being Disciplined

The member being disciplined shall be informed of the charges, in writing, as provided by N.J.S.A. 40A:14-147.

6:2.10 Hearing

- A. The disciplinary hearing shall be scheduled during the business day, but no sooner than ten (10) days and no later than thirty (30) days after said notice is personally served upon said member, subject of course to the granting of reasonable requests for postponements.
- B. Where a disciplinary hearing has been postponed pending the determination of criminal or quasi-criminal charges filed on the basis of the same factual situation which gave rise to the departmental charges, said departmental hearing must be held within thirty (30) days after the department receives notice of such disposition. The duty to advise the department that said judicial determination has been made is that of the respective member.
- C. Personal service is actual service upon any employee as well as actual service upon any member of the employee's household over eighteen (18) years of age residing in the residence of said employee.
- D. All disciplinary hearing shall be closed to the public unless the defendant officer requests an open hearing. In such case, the department reserves the right to petition the hearing officer to conduct a closed hearing if a legitimate reason exists for such request.
- E. Every member formally charged with a violation of department rules and regulations shall have the opportunity to testify in his own defense, produce relevant evidence in support of his defense, produce competent witnesses to testify to relevant matters in support of his defense and cross-examine any witness who has testified against him.

- F. The Chief of Police may prosecute the complaint himself or request the Borough to appoint a qualified representative to present the case.
- G. The Appropriate Authority shall be the hearing officer charged with the responsibility of conducting the necessary hearings with respect to the aforementioned charges. The Appropriate Authority may appoint a qualified representative to serve as hearing officer to prepare findings of fact and recommendations as to violations and quantum and type of punishment, if any.
- H. In order that all parties may be afforded a fair and equal opportunity to be heard and that the hearing officer may be completely informed in the matter and enabled to render a proper determination based on all the facts and applicable laws and rules, all hearings shall be conducted in an informal manner, without reference to any formal rules and procedure.
- I. The hearing officer may, at their discretion, clear the hearing room of all persons, including witnesses not under examination or testifying. When the evidence pertains to scandalous or indecent conduct of any sort, or is such that its public disclosure would not be in the best interest of the public and might do irreparable harm to any person or persons not a party to the hearing, the hearing officer may exclude all person not having a direct interest in the matter being heard.
- J. The hearing officer shall admit all testimony having reasonable, probative value, but shall exclude immaterial, irrelevant or unduly cumulative testimony.
- K. The hearing officer shall give effect to the rules of privilege as provided by law, but no person shall be excused from testifying or presenting evidence on the ground of possible self-incrimination with regard to an administrative disciplinary matter.
- L. The member is presumed innocent and the burden of proof is upon the department to prove the member's guilt by a preponderance of the credible evidence presented during said hearing.
- M. All hearings may (in the discretion of the respective hearing officer) be recorded by:
 1. A certified shorthand report; or
 2. Stenographers, duly sworn to make an accurate stenographic recording of the proceeding; or

3. Sound recording device to be operated under the supervision and direction of the hearing officer.
- N. After considering all the evidence in support and in defense of the particular charge of misconduct, the respective hearing officer shall consider same and render his verdict as soon as practical thereafter.
- O. Although the verdict may be verbal at the time of the hearing, the determination must be reflected upon a finale notice of disciplinary action that must be personally served upon the respective member as soon as practical after the termination of said disciplinary hearing.

6:2.11 Appeals from Penalties

Appeals from penalties imposed as disciplinary measures may be taken as provided in N.J.S.A. 40A:14-147 to 151 inclusive, the New Jersey Attorney General's Guidelines, and department procedures.

1. Any officer who has had a sustained finding of any disciplinary charge or charges may obtain review in the Superior Court of Hunterdon County.
2. Such review shall be obtained by serving a written notice of the application therefore upon the Appropriate Authority within ten (10) days after the written notice to the member of the sustained finding. The Appropriate Authority shall transmit to the court a copy of the record of such sustained finding and of the charge or charges from which the matter stems.
3. The court shall hear the case *de novo* on the record below and may either affirm, reverse, or modify such conviction. If the member shall have been removed from his position, the court may direct that they be restored to such position along with all their rights pertaining thereto, and may issue such other orders or judgments as said court shall deem proper.
4. Either the Borough or the member may supplement the record with additional testimony subject to the rules of evidence.
5. Members shall also have the rights conferred by N.J.S.A. 40A:14-209 et seq., including but not limited to arbitration.

6:2.12 Misconduct Observed by Police Personnel

Whenever any superior or supervisory officer observes or is informed of the misconduct of another member which indicates the need for disciplinary action they shall take authorized and necessary action.

6:2.13 Polygraphs

No employee shall be ordered or asked to submit to a polygraph (lie detector) test for any reason. Such test may be given, however, if requested by the employee. If an employee demands a polygraph test, and the Borough of High Bridge agrees to permit a polygraph test, both entities must agree prior to the test that the results of such test will be used during the disciplinary action.

Section 3:

CITIZEN COMPLAINTS AGAINST POLICE PERSONNEL

Complaints by citizens against members of the department shall be processed in accordance with the following rules:

6:3.1 Channeling of Complaints

All complaints shall be forwarded to the Internal Affairs Officer. Investigation of complaints shall be conducted as outlined in the department's Internal Affairs Investigation directive.

6:3.2 Internal Complaint Form

The Internal Complaint Form shall be completed by all officers who field complaints.

6:3.3 Serious Complaints or Allegations

If, in the opinion of the supervisory officer, the incident is of sufficient gravity, they shall notify the Internal Affairs Officer and Chief of Police regardless of the hours. In addition, they shall take any immediate action necessary to preserve the integrity of the department until the arrival of the Internal Affairs Officer or Chief of Police.

6:3.4 Investigation of Alleged Misconduct

1. The member assigned to the investigation of an alleged act of misconduct on the part of a member shall conduct a thorough and accurate investigation with due regard to the procedures set forth in the New Jersey Attorney General's Guidelines.
2. Such investigation shall include signed statements from all parties concerned when necessary and pertinent, the gathering and preservation of any physical evidence pertaining to the case, and all other information bearing on the matter.

6:3.5 Reports and Investigation of Alleged Acts of Misconduct

An alleged act of misconduct shall be investigated and the results of the investigation shall be submitted in a written report. The investigating member shall summarize the pertinent facts including:

1. A summary of the complaint or alleged act of misconduct.
2. Pertinent portions of the statements of all parties to the incident.
3. A description of the incident, physical evidence, and other evidence important to the case.
4. The observations and conclusions of the investigating member.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

RESOLUTION TO JOIN (RENEW) THE FUND – STATEWIDE INSURANCE FUND

RESOLUTION: 023-2026

ADOPTED: 01/02/2026

WHEREAS, a number of local units have joined together to form the Statewide Insurance Fund (“FUND”), a joint insurance fund, as permitted by N.J.S.A. 40A:10-36, *et seq.*; and

WHEREAS, the Borough of High Bridge (“LOCAL UNIT”) has complied with relevant law with regard to the acquisition of insurance; and

WHEREAS, the statutes and regulations governing the creation and operation of joint insurance funds contain elaborate restrictions and safeguards concerning the safe and efficient administration of such funds; and

WHEREAS, the LOCAL UNIT has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

WHEREAS, the LOCAL UNIT agrees to be a member of the FUND for a period of three (3) years, effective from **January 1, 2024** terminating on **January 1, 2027** at 12:01 a.m. standard time; and

WHEREAS, the LOCAL UNIT has never defaulted on claims, if self-insured, and has not been canceled for non-payment of insurance premiums for two (2) years prior to the date of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the LOCAL UNIT does hereby agree to join the Statewide Insurance Fund; and

BE IT FURTHER RESOLVED that to the extent required by law, the Local Unit shall provide notice of the Indemnity and Trust Agreement to the Office of the State Comptroller; and

BE IT FURTHER RESOLVED that the LOCAL UNIT will be afforded the following coverage(s):

Workers' Compensation & Employer's Liability	_____
Comprehensive General Liability	_____
Automobile Liability and Physical Damage	_____
Public Officials and Employment Practices Liability	_____
Property	_____
Inland Marine Boiler and Machinery	_____
Crime-Faithful Performance and Fidelity	_____
Pollution Liability	_____

Cyber Liability	_____

Non-Owned Aircraft	_____

BE IT FURTHER RESOLVED that the LOCAL UNIT's Fund Commissioner is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying the membership in the FUND as required by the FUND's Bylaws and to deliver same to the Administrator of the FUND with the express reservation that said documents shall become effective only upon the LOCAL UNIT's admissions to the FUND following approval of the FUND by the New Jersey Department of Banking and Insurance.

Name of Member Entity:
Borough of High Bridge

ATTEST: By: _____
Michele I. Lee
Title: Mayor

Adam Young, Municipal Clerk

This Resolution agreed to the 2nd day of January 2026, by a vote of:

_____Affirmative _____Abstain _____Negative _____Absent

STATEWIDE INSURANCE FUND

INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, in the County of Morris, State of New Jersey, by and between the Statewide Insurance Fund (hereinafter "FUND"), and the Borough of High Bridge in the County of Hunterdon a duly constituted local unit of government (hereinafter "LOCAL UNIT");

WHEREAS, two or more local units have collectively formed a joint insurance fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND; and

WHEREAS, the LOCAL UNIT has complied with relevant law with regard to the acquisition of insurance;

NOW, THEREFORE, it is agreed as follows:

1. The LOCAL UNIT, upon entering the FUND, agrees to be bound by and to accept and comply with each and every provision of the FUND's Bylaws, Risk Management Program, as it applies to the LOCAL UNIT and the applicable statutes and administrative regulations pertaining to joint insurance funds.
2. The LOCAL UNIT agrees to participate in the FUND with respect to the coverage listed in the LOCAL UNIT's "Resolution to Join" in accordance with the FUND's Bylaws and Risk Management Program.
3. The LOCAL UNIT agrees to become a member of the FUND until January 1, 2024, at 12:01 a. m. eastern standard time. The commencement date shall be the effective date as established by the FUND's Bylaws and policies.
4. The LOCAL UNIT certifies that it has not been canceled for non-payment of insurance premiums for a period of at least two (2) years prior to the date hereof, or, if self-insured, that it has never defaulted on any claims.
5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND in accordance with statute and regulation, and by execution hereof the full faith and credit of the LOCAL UNIT is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable statute or regulation.
6. If the FUND, in the enforcement of any part of this Agreement, shall incur necessary expense or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The LOCAL UNIT and the FUND agree that the FUND shall hold in trust all monies paid by the LOCAL UNIT to the FUND and those monies will be used in accordance with all applicable statutes, the FUND's Bylaws and the Risk Management Program.
8. If required by the Commissioner of Insurance or applicable statutes or regulations, the FUND shall establish separate trust fund accounts in accordance with N.J.S.A. 40A:10-36, et seq. and any other statutes or regulations that may be applicable. Said trust accounts shall be used solely for the payment of claims made against members of the FUND, excess insurance premiums and/or the administration of the FUND, or for such other purposes as now or hereunder permitted by statute or regulation.
9. Each LOCAL UNIT which shall become a member of the FUND shall be obligated to execute an agreement similar in form to this Agreement.
10. To the extent required by law, the LOCAL UNIT shall provide notice of this Agreement to the Office of the State Comptroller.

Name of Member Entity:
Borough of High Bridge

ATTEST: By:

Michele I. Lee

Title: Mayor

Adam Young, Municipal Clerk

STATEWIDE INSURANCE FUND

ATTEST: _____
Secretary
Dated: _____

By: _____
Chairman

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

RESOLUTION APPOINTING FUND COMMISSIONER

RESOLUTION: 024-2026

ADOPTED: 01/02/2026

WHEREAS, the Borough of High Bridge (hereinafter “Local Unit”) is a member of the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 et seq.; and

WHEREAS, the Fund’s Bylaws require participating members to appoint a Fund Commissioner;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Borough of High Bridge that Brett Bartman is hereby appointed as the Fund Commissioner for the Local Unit for the **Fund Year 2026**; and

BE IT FURTHER RESOLVED that Jennifer Harrington is hereby appointed as the Alternate Fund Commissioner for the Local Unit for the **Fund Year 2026**; and

BE IT FURTHER RESOLVED that the Local Unit’s Fund Commissioner is authorized and directed to execute all such documents as required by the Fund.

Name of Entity: Borough of High Bridge

ATTEST:

Clerk

By: _____
Print Name: _____
Title: _____

This Resolution agreed to the _____ day of _____, 20_____, by a vote of:
_____ Affirmative _____ Abstain _____ Negative _____ Absent

I hereby certify that the foregoing is a true copy of the Resolution adopted by the Council of the Borough of High Bridge, at their meeting of January 2, 2026.



One Sylvan Way, Suite 100
Parsippany, NJ 07054
862.260.2050 Fax 862.260.2058
swfund.com

Let Statewide Insurance Fund better serve you by reaching the right people in your Entity. Please provide information for the individuals we should contact regarding the following Statewide Insurance Fund membership benefits:

Entity Name: _____

Primary Contact: The Primary Contact is the main point of contact for communication from Statewide

Primary Contact Name: _____

Primary Contact Professional Title: _____

Primary Contact Phone: _____

Primary Contact Email: _____

Fund Commissioner: The Fund Commissioner is the person who represents members for official Fund business and is appointed by the member's governing body via resolution.

Fund Commissioner Name: _____

Fund Commissioner Professional Title: _____

Fund Commissioner Email: _____

Alternate Fund Commissioner: The Alternate Fund Commissioner is the backup for the Fund Commissioner governing body, appointed via resolution by the governing body of the member.

Alternate Fund Commissioner Name: _____

Alternate Fund Commissioner Professional Title: _____

Alternate Fund Commissioner Email: _____

Billing Contact: The Billing Contact will receive invoices.

Billing Contact Name: _____

Billing Contact Email: _____

Workers Compensation Claim Contact: The Workers Claim Contact receives Workers Compensation claims related correspondence.

WC Claim Name: _____

WC Claim Contact Phone: _____

WC Claim Contact Email: _____

General Liability Claims Contact: The General Liability Claim Contact receives Non-Workers Compensation claims related correspondence.

GL Claim Name: _____

GL Claim Contact Phone: _____

GL Claim Contact Email: _____

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

RESOLUTION APPOINTING RISK MANAGEMENT CONSULTANT

RESOLUTION: 025-2026

ADOPTED: 01/02/2026

WHEREAS, the Borough of High Bridge (hereinafter “Local Unit”) has joined the Statewide Insurance Fund (hereinafter “Fund”), a joint insurance fund as defined in N.J.S.A. 40A:10-36 *et seq.*; and

WHEREAS, the Bylaws require participating members to appoint a Risk Management Consultant, as those positions are defined in the Bylaws, if requested to do so by the “Fund”; and

WHEREAS, the Local Unit has complied with relevant law with regard to the appointment of a Risk management Consultant; and

WHEREAS, the “Fund” has requested its members to appoint individuals or entities to that position; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of “Local Unit”, in the County of Hunterdon and State of New Jersey, as follows:

1. The Borough of High Bridge hereby appoints David Balken of Balken Risk Management Services, LLC as its Risk Management Consultant.
2. The Mayor and Municipal Clerk or Borough Administrator and Risk Management Consultant are hereby authorized to execute the Risk Management Consultant’s Agreement for the year 2026 in the form attached hereto.

Name of Entity: Borough of High Bridge

(Insert Attestation and Certification)

**2026 FUND YEAR
STATEWIDE INSURANCE FUND**

RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ January _____, 2026, among the Statewide Insurance Fund (“FUND”), a joint insurance fund of the State of New Jersey, The Borough of High Bridge (“MEMBER”) and Balken Risk Management Services, LLC. (“RISK MANAGEMENT CONSULTANT”) through a fair and open process, pursuant to N.J.S.A.19:44A-20.4.

WHEREAS, the CONSULTANT has offered to the MEMBER professional risk management consulting services as required by the Bylaws of the FUND; and

WHEREAS, the CONSULTANT has advised the FUND that he/she is familiar with the terms, conditions and operations of the FUND; and

WHEREAS, the MEMBER desires these professional services from the CONSULTANT; and

WHEREAS, the MEMBER has complied with relevant law in regard to the appointment of a Risk Management Consultant; and

WHEREAS, the Bylaws of the FUND require that members engage a CONSULTANT and that the CONSULTANT comply with certain requirements set forth therein.

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - (a) assist in evaluating the MEMBER'S exposures and advise on matters relating to the Member's operation and coverage.
 - (b) explain to the MEMBER, or its representatives, the various coverages available from the FUND.
 - (c) explain to the MEMBER, or its representatives, the terms of the member's commitment and obligations to the FUND.
 - (d) explain to the MEMBER, or its representatives the operation of the FUND.
 - (e) prepare applications, statements of values, etc., on behalf of the MEMBER, if required by the FUND.
 - (f) review the MEMBER'S assessment and assist in the preparation of the MEMBER'S insurance budget.

- (g) review losses and engineering reports and provide assistance to the MEMBER'S safety committee, if required.
- (h) assist in the claim settlement process, if required, by MEMBER or FUND.
- (i) attend the majority of meetings of the Fund Commissioners or Executive Committee, if requested, and perform such other services as required by the MEMBER or the FUND.
- (j) comply with the obligations imposed upon Risk Managers in the FUND's Bylaws.
- (k) act in good faith and fair dealing to the FUND.
- (l) perform other duties for the FUND as may be required from time to time by the FUND.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- (a) The CONSULTANT shall be paid by the FUND, on behalf of the MEMBER, a fee as compensation for services rendered. Said fee, an apportionment of the MEMBER's assessment: 6% of workers' compensation (excluding any fees, PLIGA, and loss ratio apportionment); 7.5% of non WC assessment (excluding any fees, PLIGA, and loss ratio apportionment);
- (b) The CONSULTANT shall be entitled to compensation for services provided during any calendar year only if the CONSULTANT has been appointed and holds the position of Risk Management Consultant, as of January 31 of the said calendar year for counties and municipalities holding general elections and July 30 for municipalities holding regular elections.
- (c) For any insurance coverages authorized by the MEMBER to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee set forth in 2(a).
- (d) If the MEMBER shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall be paid by the MEMBER a fee at a rate to be negotiated by the parties.

- 3. The term of this Agreement shall be from **January 1, 2026 to January 1, 2027**. However, this Agreement may be terminated by either party at any time by mailing to the other thirty (30) days written notice, certified mail return receipt.
- 4. The CONSULTANT shall comply with all laws applicable to producers who provide insurance products to public entities and shall comply with all applicable statutes and regulations relating to joint insurance funds.
- 5. The CONSULTANT agrees to comply with all affirmative action laws applicable in accordance with Exhibit A and to submit all necessary documentation establishing compliance within seven (7) days of this Agreement.

ATTEST:

Adam Young, Clerk

Michele I. Lee, Mayor

Member Representative

ATTEST:

Risk Management Consultant Corporate Officer

ATTEST:

Statewide Insurance Fund Chairperson

EXHIBIT A
STATEWIDE INSURANCE FUND

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY NOTICE
(N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.)

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

This form is a summary of the successful professional service entity's requirement to comply with the requirements of **N.J.S.A. 10:5-31 et seq.** and **N.J.A.C. 17:27 et seq.**

The successful professional service entity shall submit to the Statewide Insurance Fund, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-1.1 et seq.;

OR

(c) A photocopy of a completed Employee Information Report (Form AA302) provided by the Division of Contract Compliance and completed by the vendor in accordance with N.J.A.C. 17:27-1.1 et seq.

The successful professional service entity may obtain the Employee Information Report (AA302) from the Statewide Insurance Fund during normal business hours.

The undersigned professional service entity certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. and agrees to furnish the required forms of evidence.

The undersigned professional service entity further understands that his/her submission shall be rejected as non-responsive if said professional service entity fails to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.

COMPANY: _____
Risk Management Consultant

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____ DATE: _____

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

AUTHORIZATION TO PURCHASE FROM MEMBERSHIPS

RESOLUTION: 026-2026

ADOPTED: 01/02/2026

WHEREAS, the Borough of High Bridge is a member of the Somerset County Cooperative Pricing System, #2-SOCCP, the Morris County Cooperative Pricing System, the Hunterdon County Cooperative Pricing System, the New Jersey State Contracts, NJSTART, DEPTCOR, the Educational Services Commission (ESC), HGAC, Middlesex Regional Educational Service Commission, Cranford Co-op, Union County Co-op, and Bergen County Co-op; and

WHEREAS, any contracts that are part of these pricing systems may be used by the members, and

WHEREAS, the Borough intends to utilize but not limiting itself to the following Cooperative Purchasing pricing:

Rock Salt
DPW Road Supplies
Diesel and Gasoline
Office Supplies
Deer Carcass Removal
Vehicles
Police Supplies
Copiers/Office Equipment
Electric, Plumbing, HVAC Services

NOW, THEREFORE, BE IT RESOLVED, that the Borough of High Bridge is authorized to utilize the contracts set forth in the Somerset County Cooperative Pricing System, #2-SOCCP, the Morris County Cooperative Pricing System and the Hunterdon County Cooperative Pricing System, the New Jersey State Contracts, NJSTART, DEPTCOR, Educational Services Commission, HGAC, and Middlesex Regional Educational Service Commission, Cranford Co-Op, Union County Co-Op, and Bergen County Co-op.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

RESOLUTION AUTHORIZING PROFESSIONAL MEMBERSHIPS

RESOLUTION: 027-2026

ADOPTED: 01/02/2026

WHEREAS, it is beneficial for the Borough to have a member of the following organizations:

Jennifer Harrington, QPA, CTC	Central Jersey TCTA
Jennifer Harrington, QPA	NNJNIGP
Adam Young	Registrar's Association of NJ
Adam Young, Registrar	Mid-State Registrars Assoc.
Adam Young, Clerk	Hunterdon County Clerk Assoc.
Adam Young, Clerk	Municipal Clerks of NJ
Aaron Wilson, CTA	Hunterdon County Assessor's Assoc.
Police Department	NJ Police Traffic Officers Assoc.
Police Department	Hunterdon County Chief Assoc.
Police Department	NJ State Assoc. of Chiefs of Police
Police Department	L.E.A.D.
Police Department	NJ Gang Investigators
Police Department	NJ Women in Law Enforcement
Borough of High Bridge	International Council of Women in Law Enforcement
Mayor	International Chiefs of Police
Planning Board, Secretary, Zoning Officer	League of Municipalities
Department of Public Works	NJ Council of Mayors
Department of Public Works	NJ Planning and Zoning Officials
Municipal Housing Liaison	NJ Water Association
Environmental Commission	Public Works Association of NJ
	Affordable Housing Professionals of NJ
	Association of New Jersey
	Environmental Commissions

NOW, BE IT RESOLVED, by the Council of the Borough of High Bridge, that these memberships are accepted.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**AUTHORIZATION EXECUTION OF AN AGREEMENT WITH THE MORRIS
COUNTY COOPERATIVE PRICING COUNCIL TO BECOME A MEMBER
FOR THE PERIOD OF OCTOBER 1, 2021-SEPTEMBER 30, 2026**

RESOLUTION: 028-2026

ADOPTED: 01/02/2026

WHEREAS, the Morris County Cooperative Pricing Council (“MCCPC”) was created in 1974 to conduct a voluntary cooperative pricing system with municipalities, boards of educations, and other public bodies located in the County of Morris and adjoining counties; and

WHEREAS, the purpose of the MCCPC is to provide substantial savings on various goods and services to its members through the cooperative public bidding process; and

WHEREAS, the Borough of High Bridge desires to enter into an Agreement with the MCCPC, which is administered by Randolph Township as Lead Agency, to become a member of the MCCPC for the period of October 1, 2021 through September 30, 2026.

BE IT RESOLVED by the Council of the Borough of High Bridge, in the County of Hunterdon and State of New Jersey as follows:

1. The Council of the Borough of High Bridge hereby authorizes the execution of an Agreement with the Morris County Cooperative Pricing Council by the Township of Randolph as Lead Agency dated October 1, 2021 pursuant to N.J.S.A. 40A:11-11(5). Said Agreement is to become a member of the MCCPC for a five (5) year period from October 1, 2021 through September 30, 2026.
2. The Borough of High Bridge Clerk is hereby directed to submit a copy of this adopted Resolution, along with an executed Agreement, to Randolph Township as Lead Agency of the MCCPC.
3. This Resolution shall take effect immediately upon final passage according to law.
4. All appropriate Borough of High Bridge officials are authorized and directed to perform all required acts to affect the purpose of this Resolution.

ATTEST:

Adam Young
Municipal Clerk

Michele Lee
Mayor

CERTIFICATION

I, Adam Young, Acting Clerk of the Borough of High Bridge, hereby certify the foregoing to be a true copy of a Resolution adopted by the Borough of High Bridge at a duly convened meeting held on January 2, 2026.

Adam Young, Municipal Clerk

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

**RESOLUTION REAUTHORIZING THE ADOPTION OF THE BOROUGH OF HIGH
BRIDGE PERSONNEL POLICIES MANUAL**

RESOLUTION: 029-2026

ADOPTED: 01/02/2026

WHEREAS, the Borough of High Bridge has heretofore adopted a Personnel Policies Manual adopted and approved by the Borough Council of the Borough of High Bridge; and

WHEREAS, it is the intent of this Resolution to approve and adopt the Personnel Policies Manual.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of High Bridge, County of Hunterdon, State of New Jersey, that the Personnel Policies Manual, annexed hereto, is hereby adopted effective immediately; and

BE IT FURTHER RESOLVED that these Personnel Policies shall apply to all Borough officials, appointees, employees, volunteers, and independent contractors, and in the event of a conflict between these rules and any Collective Negotiation Agreement, or Federal or State law, the terms and conditions of that Agreement or law shall prevail. In all other cases, these Personnel Policies shall prevail; and

BE IT FURTHER RESOLVED that the aforesaid Personnel Policies Manual is intended to provide guidelines governing public service by Borough 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 Borough Council; and

BE IT FURTHER RESOLVED that, to the maximum extent permitted by law, employment practices for the Borough shall operate under the legal doctrine known as "Employment at Will"; and

BE IT FURTHER RESOLVED that all managerial/supervisory personnel are responsible for these employment practices. The Borough Administrator shall supervise and manage such personnel in the implementation of the Policies in this Manual.

Borough of High Bridge Personnel Policies Manual

ADOPTED: 01/02/2026 by Resolution 029-2026

ACKNOWLEDGMENT OF RECEIPT OF
BOROUGH OF HIGH BRIDGE
PERSONNEL POLICIES MANUAL

Employee's Name: _____

Employee Identification No.: _____ Manual No.: _____

This personnel policy manual is the property of the Borough of High Bridge (the "Borough").

I, _____, acknowledge receipt of this Personnel Policies Manual on _____ . I understand that this manual explains the Borough's policies, and that it is furnished to me for my information. I also understand that this manual supersedes any prior understanding I may have had regarding the Borough's employment policies. I acknowledge my responsibility to read and become familiar with the contents of this Manual and update the Manual as instructed.

I understand that the Borough may amend, supplement, or terminate the policies that are not set by any valid bargaining agreement, or state or federal law without advance notice to me. I understand that the Borough will inform employees of effective changes in advance when possible. I also understand that, except as provided by a collective bargaining agreement or applicable law, all employees are employees- at-will. This means that either the Borough or I may terminate my employment at any time for any reason, with or without cause, and with or without notice.

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

Upon separation from employment with the Borough, this personnel policy manual and any updates shall be returned to the Borough Clerk's Office.

[Signature of Employee]

Date

[Signature of Employee Representative]

Date

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SECTION ONE: GENERAL PERSONNEL POLICIES

EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Borough of High Bridge 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 Borough of High Bridge 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), pregnancy, breastfeeding, childbirth, 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 Borough Administrator, 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 AND PREGNANT WORKERS FAIRNESS

The Borough of High Bridge complies with the New Jersey Law Against Discrimination, the Americans with Disabilities Act, and the federal Pregnant Workers Fairness Act (“PWFA”). The Borough of High Bridge 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, pregnancy, pregnancy-related medical condition, breastfeeding or childbirth. The Borough of High Bridge also will make reasonable accommodations wherever necessary for all employees or applicants with disabilities or with known limitations related to pregnancy, childbirth or related medical conditions, 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 Borough of High Bridge'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

Borough of High Bridge, 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.

The Pregnancy Workers Fairness Act (“PWFA”) defines “pregnancy and childbirth” as meaning the pregnancy or childbirth of the specific employee in question and includes, but is not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth.

Requesting Accommodation. Qualified employees or prospective employees with disabilities, or who need accommodations due to pregnancy, childbirth, or related medical conditions, 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 Borough of High Bridge. In the written request, the employee or prospective employee should identify themselves as a person with a disability, eligible for protection, or include an explanation of the pregnancy-related limitation and identify the nature of the accommodation or consideration desired.

The Borough of High Bridge may require the employee to provide adequate medical or other appropriate documentation of the disability or pregnancy or childbirth-related condition and the need for the desired accommodation. The Borough of High Bridge will reasonably accommodate the known physical or mental limitation of an otherwise qualified applicant or employee with a disability or employee affected by pregnancy or childbirth unless the accommodation would impose an undue hardship on the Borough of High Bridge’s business operation.

To further the Borough of High Bridge’s nondiscrimination policy, the Borough of High Bridge 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 Borough of High Bridge 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.

In the case of an employee needing accommodations for pregnancy or childbirth, a reasonable accommodation may include the temporary suspension of essential functions and/or modifications or adjustments that permit the temporary suspension of essential functions.

In the case of an employee breastfeeding her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to work area for the employee to express breast milk for the child.

The Borough of High Bridge 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 Borough of High Bridge's equal employment opportunity policy, he or she should contact the Borough of High Bridge.

POLICY AGAINST HARASSMENT

The Borough of High Bridge is committed to providing a work environment that is free of discrimination. The Borough of High Bridge 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 Borough of High Bridge, as well as volunteers working on behalf of the Borough of High Bridge, 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 Borough of High Bridge 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 Borough of High Bridge 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. A hostile work environment can arise not only from conduct at the workplace, but can also arise from conduct occurring in a work-related context outside of the workplace (i.e., virtually or off-site) and

conduct occurring in a non-work related context (i.e., through private phones, computers, or social media accounts) when that conduct impacts the workplace.

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 Borough of High Bridge 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 Borough Administrator. The Borough Administrator 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 Borough Administrator are contained in the Contact Information attached to this policy.

Any individual uncomfortable reporting an incident to the designated Affirmative Action Officer and/or Borough Administrator should feel free to go to any management representative which he or she feels most comfortable to relay the problem to. 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.

The Borough of High Bridge 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 Borough of High Bridge's property during regular work hours for an employee to file a complaint under this policy.

The Borough of High Bridge strongly encourages employees who witness conduct which they believe violates the Borough of High Bridge's Policy Against Harassment to report the violation pursuant to this complaint procedure. The Borough of High Bridge 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 Borough of High Bridge shall conduct an investigation into the harassment complaint to determine the merits of the allegations. The designated Affirmative Action Officer and/or Borough Administrator shall designate the Borough Attorney or other 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 Borough of High Bridge 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 Borough of High Bridge.

In the event that the Borough of High Bridge 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 Borough of High Bridge 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 Borough Administrator for resolution.

Retaliation Prohibited. The Borough of High Bridge 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 Borough Administrator 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 Borough of High Bridge 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 Borough of High Bridge's Policy Against Harassment should contact the designated Affirmative Action Officer and/or Borough Administrator.

Training. The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge will engage in proactive efforts to monitor and ensure compliance with its policies within their workplaces.

Contact Information

1. BOROUGH ADMINISTRATOR

Email: administrator@highbridge.org
Phone: (908) 638-6455 x23

2. AFFIRMATIVE ACTION OFFICER Borough Administrator

Email: administrator@highbridge.org
Phone: (908) 638-6455 x23

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:

(Attach Additional Sheets if Necessary)

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 Borough of High Bridge 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 Borough of High Bridge deems relevant.

Signature of Complainant: _____ Date: _____

Harassment 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:

(Attach Additional Sheets if Necessary)

Witness Statement Form (cont'd)

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 Borough of High Bridge has adopted this Zero Tolerance Policy for workplace violence because it recognizes that workplace violence is a growing problem nationally that needs to be addressed by all employers. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion which involve or affect the Borough of High Bridge employees, or which occur on the Borough of High Bridge'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 Borough of High Bridge, 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 Borough of High Bridge property, regardless of the relationship between the Borough of High Bridge and the parties involved in the incident.

All threats or acts of violence not occurring on Borough of High Bridge property but involving someone who is acting in the capacity of a representative of the Borough of High Bridge.

All threats and acts of violence not occurring on Borough of High Bridge property involving an employee of the Borough of High Bridge if the threats or acts of violence affect the legitimate interest of the Borough of High Bridge.

Any threats or acts resulting in the conviction of an employee or agent of the Borough of High Bridge, or of an individual performing services on the Borough of High Bridge's behalf on a contract or temporary basis, under any criminal code provision relating to threats or acts of violence that adversely affect the legitimate interests and goals of the Borough of High Bridge.

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 Borough of High Bridge;

Making harassing or threatening telephone calls, letters or other forms of written or electronic communications;

Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the Borough of High Bridge;

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 Borough of High Bridge property.

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

Application of Prohibition. The Borough of High Bridge’s prohibition against threats and acts of violence applies to all persons involved in the Borough of High Bridge’s operation, including but not limited to Borough of High Bridge personnel, volunteer, contract and temporary workers, and anyone else on Borough of High Bridge property. Violation of this policy by any individual on Borough of High Bridge property, by any individual acting as a representative of the Borough of High Bridge while not on Borough of High Bridge property, or any individual acting off of the Borough of High Bridge property when his or her actions affect the public interest or the Borough of High Bridge’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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge’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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge may undertake an investigation.

The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge a reasonable opportunity to correct the activity, policy or practice. It is the Borough of High Bridge'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 Borough of High Bridge and cause the Borough of High Bridge and its employees to be subjected to adverse publicity leading to public distrust.

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

SECTION TWO: EMPLOYEE BENEFITS

COMPENSATION

The Borough of High Bridge 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 Borough of High Bridge pay period begins 1st through 15th, and ends 16th through the last day of the Month. Wage payments are issued on 10th and 25th days of the Month.

No wages may be paid in advance of the normal payday.

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 Borough of High Bridge prior to the retroactive payment, unless otherwise stated in the applicable collective bargaining agreement.

OVERTIME

The Borough of High Bridge 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, 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 Borough Administrator 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 Borough Administrator's prior approval and at the sole discretion of the Borough Administrator, which approval shall not be unreasonably withheld if there is otherwise sufficient staffing to accommodate the request.

Depending on work needs, employees may be required to work overtime. Non-exempt employees are not permitted to work overtime unless the overtime is budgeted and approved by the Department Head and the Borough Administrator. Non-exempt 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 fifty (50) hours, unless otherwise specified by collective bargaining agreement. Once this maximum has been accumulated, all additional hours will be compensated by overtime pay. In the event of a conflict between these rules and any collective bargaining agreement, or Federal or State law, the terms and conditions of that collective bargaining agreement or law shall prevail.

Accrued and taken overtime compensating hours must be noted on the employee's time sheet. Previously scheduled Paid Time Off ("PTO"), including vacation time, personal time, and holiday time, is considered time worked for purposes of determining overtime compensation, but sick time and personal time are not.

MEDICAL BENEFITS

PLEASE NOTE: FULL DETAILS OF EMPLOYEE'S HEALTH, MEDICAL AND HOSPITALIZATION PLANS CAN BE FOUND IN THE OFFICIAL INSURANCE PLAN DOCUMENTS. IF THERE IS ANY CONFLICT OR INCONSISTENCY BETWEEN THE INFORMATION IN THE POLICY AND PROCEDURES MANUAL AND THE OFFICIAL DOCUMENTS, THE OFFICIAL DOCUMENTS WILL GOVERN. THE BOROUGH OF HIGH BRIDGE 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 BOROUGH OF HIGH BRIDGE 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge reserves the right to conduct a coverage audit to verify proper coverage for employees and eligible dependents.

Dependent Defined. The Borough of High Bridge 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 unmarried children under the age of twenty-six (26) years who live with the employee in a regular parent-child relationship.

“Children” includes biological children, 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 Borough of High Bridge provides major medical and hospitalization insurance for the employee. The Borough of High Bridge 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 Borough of High Bridge's major medical and hospitalization insurance plans in accordance with current health plan documents.

Payments of such premiums by the Borough of High Bridge 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 Borough of High Bridge provides prescription drug insurance for the employee. The Borough of High Bridge 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 Borough of High Bridge's prescription insurance plan in accordance with current plan documents.

Payments of such premiums by the Borough of High Bridge 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 Borough of High Bridge'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 Borough of High Bridge's dental plan in accordance with the specific requirements of the insurance plan carried by the Borough of High Bridge.

The Borough of High Bridge provides dental insurance for the employee. Unionized employees receive dental coverage in accordance with applicable collective bargaining agreements. The Borough of High Bridge may provide dental coverage for the employee's eligible dependents.

Payments of such premiums by the Borough of High Bridge 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 Borough of High Bridge shall provide health care retirement coverage provided the employee was a full-time employee who was eligible for health insurance coverage until their retirement date. Upon their retirement, they must have completed at least twenty (20) years of service with the Borough of High Bridge and be eligible for a retirement benefit from a New Jersey State-administered retirement system immediately following termination of employment based upon their having been credited with at least 25 years of service in such retirement system. This retiree health coverage will also extend to a surviving spouse of the retiree, if covered at the time of retirement. This benefit may change from time to time as deemed appropriate, but coverage will not be decreased or eliminated without prior notice to the affected retiree. Further details concerning this

benefit, including enrollment and details concerning the processing of claims, may be obtained from the Borough Administrator, or designee.

Continuation Coverage. An employee and his/her family, if covered by the Borough of High Bridge'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.

Payments to Employees in lieu of Receiving Health Benefits. N.J.S.A. 52:14-17.31a and 40A:10-17.1 authorizes the Borough as a provider of employee health benefits through the State Health Benefits Program [SHBP] or non-SHBP coverage, to make annual payments to employees who are eligible for other health care coverage in exchange for waiving health coverage provided by the Borough. The employee must be eligible for other healthcare coverage in addition to the Borough's coverage [e.g. through a spouse or domestic partner]. *Note if the Borough is in the SHBP, and the alternate coverage is also under SHBP or the School Employees Health Benefits Program [SEHBP], the employee cannot receive a waiver payment. An employee may waive all Borough-provided health benefits or a select benefit, except for dental benefit. The health benefit waiver payment is calculated based on what the Borough of High Bridge saves as a result of the employee not receiving the benefit being waived, and are capped by statute. As of the effective date of P.L. 2010.c.2 payments cannot exceed the lesser of twenty-five percent [25%] of the amount saved by the Borough as a result of the waiver, or \$5,000.00.

HIPAA COMPLIANCE

The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge. 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 Borough of High Bridge 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 Borough of High Bridge will endeavor to bring employees with temporary work-related injuries or illnesses back on the job as soon as possible. The Borough of High Bridge 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 Borough of High Bridge and, as a consequence, is unable to perform his/her regular job duties.

The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge of the employee's medical progress and the Borough of High Bridge 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 Borough Administrator 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 Borough Administrator 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.

Job Related Injury Investigation Policy Form

REPORT FORM – PART 1

Electrical incidents, water leaks, bodily fluids: Report immediately to
[FACILITIES MAINTENANCE – contact Department of Public Works]

Employee: complete part 1 and provide to your Supervisor IMMEDIATELY		
Supervisor: Incident? <u>No</u> first aid or higher treatment, <u>no</u> property damage, <u>no</u> public involvement. Circle "incident" and forward completed part 1 to Department Head.	O R	Supervisor: Accident/illness? Circle <u>yes</u> event. Upon safely securing scene, IMMEDIATELY contact Department Head and (after regular business hours) call Borough Administrator

Section A: PERSONAL and EVENT DETAILS (Circle or complete responses)

Title:	Last Name:	First Name:
Date of Birth:		Are you: Employee Public visitor
Sex: M/F	Department	Employee ID No:
Home address:		
Email address:		Phone: (w)
Date and time of event:		Location:
What was the event and how did it happen? 		
Witness Name(s), address, telephone:		
Signed (employee, public visitor):		Date:
Signed (Supervisor):		Date:

Section B: INJURY/ILLNESS DETAILS (If applicable) Use this section to also report workplace disease

Type of injury or disease (EG burn):	Part(s) of the body affected:
Needle stick injury/sharps injury/exposure to body fluid: Contact details of source patient (if applicable):	
Name:	Address:
Phone:	
Date and time when symptoms noticed:	
Was medical treatment given?	No / First Aid / Nurse / Doctor / Hospital
Name of person giving initial treatment:	
Date and time initial treatment given:	
If an Employer employee, does the injured person intend to lodge a claim for workers' compensation? Yes / No / Unknown	
If an Employer employee, will time be lost as a result of this injury? Yes / No How many hours/days?	
If a public visitor or, does injured person intend to lodge a claim? Yes / No / Unknown	

INVESTIGATION CHECKLIST – PART 2

Department Heads are required to investigate all incidents/injuries to conclude what happened, how it happened, why it happened, and what should be done to prevent further occurrences. Department Heads may request through the Borough Administrator specific assistance from trained investigators and inspectors.

PART 2 Instructions: Department Heads Complete Part 2 within FIVE (5) WORKING DAYS of event and forward to Human Resources Official.

Who is involved in completing this investigation?

Department Head:	Department Supervisor:
Assisting:	Assisting:
Assisting:	Assisting:

Section 1: INVESTIGATION CHECKLIST: (Questions to ask the person involved with the incident. Modify the “you” in the questions for use by witnesses).

Event/Injury: How do you think the event / injury happened and what were you doing at the time?

How long had you been working prior to the event / injury? _____

How long had you been working on this task? _____

Is this task part of your normal duties? Yes No

Have you been instructed / trained in this task? Yes No

What were you doing prior to the event / injury?

Are there any other factors involved (management, the environment, equipment, maintenance, individuals)?

What do you think could have been done to prevent this event from occurring?

Any other comments or observations?

Please circle the most appropriate response(s):

What sort of incident/injury occurred? <input type="checkbox"/> Manual Handling / Occupational Overuse Syndromes (OOS) / cuts / bruises / burns / falls / slips / trips / vehicles / bicycles / chemicals / insects / animals / foreign body / plant / stress / other...
Location where incident occurred?
Type of injury: <input type="checkbox"/> sting / bite / kick / puncture / strain / sprain / chemical / slip / trip / fall / other...
Standard operating procedures followed? <input type="checkbox"/> Yes / <input type="checkbox"/> No / <input type="checkbox"/> N/A
Identification of equipment/object/insect involved:
Equipment in good condition? <input type="checkbox"/> Yes / <input type="checkbox"/> No / <input type="checkbox"/> N/A

Date of last service of equipment:	
Appropriate safety equipment (PPE) used?	Yes / No / N/A
Lighting adequate?	Yes / No / N/A
Housekeeping issues contributed?	Yes / No / N/A
Confined Space?	Yes / No / N/A
Surface type: cement / tile / grass / dry / wet / damaged / torn / sand / footpath / carpet / gravel / rocks / road / other...	
Type of shoes worn: open / closed / boots / high heels / sandals / none / other...	
Workload excessive?	Yes / No / N/A
Workload boring and repetitive?	Yes / No / N/A
<u>If it was a slip or trip:</u> Height of fall / slip / trip?	
Were you running / walking / turning a corner / jumping / other?	
If stairs: going up / going down?	
Did you fall on your front / back / side?	
What were you carrying (if anything) at the time?	
<u>If the incident involved chemicals:</u> Was an MSDS (Material Safety Data Sheet) available?	
Disposal / handling / storage of chemical product adequate?	Yes / No / N/A
<u>If the incident involved manual handling:</u> Were work items within easy reach?	
Ergonomic equipment available?	Yes / No / N/A
Was the equipment being used correctly?	Yes / No / N/A
Repetitive and/or forceful movements used?	Yes / No / N/A
Action involved reaching / bending / stooping / sitting / kneeling / twisting / pushing / pulling / lifting / catching / lowering / carrying	
Weight of object?	
Distance carried / position of object moved from/to?	
Height of load?	
<u>If the incident involves a vehicle or bicycle:</u> traffic conditions:	
Weather conditions:	dry / wet / foggy / night / day
Intersection / turning right or left / driveway / straight road	
Speed prior to incident?	
Traveling to work / lunch time / after work / to home / work related travel	
Any other factors involved?	

Investigator's comments and observations: _____

ACTION REPORT SAFETY RECOMMENDATIONS FORM – PART 3

PART 3 Instructions: Department Heads complete Part 3 within TEN (10) WORKING DAYS of event and forward to the Borough Administrator.

A hierarchy of control should be used to assist with the prevention of future similar injuries. The ‘hierarchy of control’ depicts the most to the least effective methods, as shown in the table below. This is the most important part of the investigation process! Do not leave blank.

Risk Control Options	Action Required	By Whom	By When
Elimination – do you have to do the task?			
Substitution – is there another way you can do the task?			
Engineering – can you engineer a way to make the job safer? (Job Safety Analysis sheets may give clues)			
Administration – can you improve work practices? E.g. limit time of exposure	↓		
Personal Protective Equipment (PPE)			
Date feedback provided to person reporting the event:			
Signed:	Print Name:	Ph:	
Position:		Date:	

Recommendations			
Date Part 1 received:	Date Part 2 received:	Date Part 3 received:	Date Completed:

Job Related Injury Witness Report

Your Name: _____ Home Phone: _____

Address: _____ Work Phone: _____

City: _____ State: _____ Zip: _____

Social Security No.: _____ Date Form Completed: _____

Date of Incident/Accident: _____ Approximate Time: _____

Location: _____

Did You See this Incident/Accident? Yes No

If Yes, Please Give a Description of What Happened: _____

Was Anyone Injured? Yes No

If Yes, Please List: Name: _____

Type of Injury: _____

Was Injured Person Taken, Or Go, To Nurse's Station?: Yes No

Were There Any Other Witnesses?: Yes No

If Yes, Please List Names: _____

I certify that this Witness Report has been read and completed to the best of my ability and that all information submitted is true.

Signature of Witness: _____ Date: _____

PAID HOLIDAYS POLICY

Employees are entitled to the following paid holidays:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- 1 Floating Holiday

The Borough of High Bridge reserves the right to change or delete the holidays set forth above by duly adopted Resolution of the Borough Council.

This policy is not intended to conflict with the collective bargaining agreement between the Borough of High Bridge 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 Borough of High Bridge may do so without loss of pay by using available Paid Time Off ("PTO")

personal or vacation days, but only to the extent that the employee has not already used up his or her available days.

SECTION THREE: LEAVES OF ABSENCE

PAID TIME OFF (“PTO”) LEAVE POLICY

Unless otherwise stipulated in an employment agreement, collective bargaining agreement Paid Time Off (“PTO”) is an accrued benefit based on the following schedule:

Full-Time Employees:

- Two (2) days for each full month of continuous service during the first calendar year of employment (“Year 1”) after completing ninety (90) day probationary period.
- Twenty-Six (26) days for Years Two (2) through Four (4), inclusive.
- Thirty-One (31) days for Years Five (5) through Nine (9), inclusive.
- Thirty-Six (36) days for Years Ten (10) through Fourteen (14), inclusive.
- Forty-One (41) days for Years Fifteen (15) through Nineteen (19), inclusive.
- Forty-Six (46) days for Years Twenty (20) and over.

During an employee’s ninety (90) day probationary period, no Paid Time Off (“PTO”) is earned or available. Upon completion of the probationary period, one day will be credited for each month worked (calculated back to date of hire). The above list Paid Time Off (“PTO”) is inclusive of vacation, personal and sick leave.

Part-Time Employees:

Effective January 1, 2026, part-time employees who work an approved weekly schedule of 20 hours or more annually will be provided with PTO Leave. Eligible part-time employees shall accrue time on a pro-rata hourly basis based on the schedule above. This accrual rate is inclusive of above PTO schedule and the holiday schedule

Hourly employees working less than 20 hours per week, averaged annually on a weekly basis will be provided with Paid Time Off ("PTO") Sick Leave accruals pursuant to N.J.S.A. 34:11D-3(a).

Appointed professionals are those appointed to positions based on an annual salary and not otherwise determined to be full-time employees. These positions may include, but are not limited to, Construction Department Officials, Inspectors, Tax Assessor, or are not otherwise classified as Full or part-time regular employees. Appointed professionals shall not accrue PTO.

Approval of PAID TIME OFF Leave. An employee’s supervisor must approve the use of Paid Time Off, in advance. While approval of Paid Time Off leave shall not be unreasonably withheld, the use of Paid Time Off leave shall be subject to staffing levels as solely determined by the supervisor or Department Head. Employees should submit Paid Time Off requests as early as possible to ensure adequate staffing. Absent emergent circumstances, a request to use Paid Time Off leave shall be approved by the employee’s

supervisor, Department Head, or Borough Administrator based on the following advanced submission prior to the first date of absence:

- More than 4 hours up to 1 day off – 2 days
- 3 – 5 consecutive days off – 7 days
- 6 or more consecutive days off – 14 days

No employee shall be permitted to utilize more than 10 consecutive days off except under extraordinary circumstances and with the approval of the administration.

Employees shall be permitted to carry a maximum of half of their accrued Paid Time Off “PTO”) in addition to the employee’s allotted time for the current year. Paid Time Off shall not be carried beyond the proceeding calendar year.

Employees who have an approved Paid Time off benefit scheduled and who calls in sick the day before or day following a Paid Time Off and/or holiday leave, and/or any other authorized day of absence may be required to submit a physician’s statement.

SICK LEAVE POLICY

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. Full and part-time employees otherwise provided with Paid Time Off (“PTO”) allotment or accruals shall be permitted to use up to seven (7) days from their Paid Time Off leave as earned sick leave as outlined below.

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

- (1) Time needed for diagnosis, care, or treatment of, or recovery from, the employee’s own mental or physical illness, injury or other adverse health condition, or for preventive medical care for the employee;
- (2) To aid or care for a family member during diagnosis, care, or treatment of, or recovery from, the family member’s mental or physical illness, injury or other adverse health condition, or during preventive medical care for the family member;
- (3) If an employee or a family member are a victim of domestic or sexual violence, and are obtaining services from a designated domestic violence agency or other victim services organization, medical attention, legal services, counseling, or are relocating due to the domestic or sexual violence;
- (4) Closure of an employee’s workplace, or of the school or place of care of an employee’s child, due to an epidemic or public health emergency, or because of the issuance by a public health authority of a determination that the presence of the employee or their family member in the community would jeopardize the health of others;
- (5) During a state of emergency declared by the Governor, or upon the recommendation, direction, or order of a healthcare provider or the Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the presence in the community of the employee or family member would jeopardize the health of others; or
- (6) If an employee needs to attend a school-related conference, meeting, function or other event requested or required by an administrator, teacher, or other professional school staff member responsible for the education of the employee’s child, or to attend a meeting regarding care provided to the child in connection with the child’s health conditions or disability.

In regard to the above, the Borough of High Bridge requires three (3) days’ notice for any foreseeable use of leave. If the use of leave is unforeseeable, the employee should notify the Borough of

High Bridge 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 Borough of High Bridge 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 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 Borough of High Bridge. Wherever employment details in this policy differ from the terms expressed in a collective bargaining agreement with the Borough of High Bridge, the specific terms of the collective bargaining agreement will control.

DONATED LEAVE PROGRAM

The Borough of High Bridge will permit employees to voluntarily donate accrued benefit time, including sick and/or vacation days, to a fellow employee of the Borough of High Bridge who has exhausted their own earned leave as a result of a catastrophic health condition or injury suffered by themselves or an immediate family member which is expected to require a prolonged absence from work. The Donated Leave Program will be administered in such a manner as to ensure the goals of the program are met without interfering with any employee's rights to privacy as otherwise protected by Federal or State law, rules or regulations.

Eligibility. A permanent full-time employee shall be eligible to receive donated sick or vacation leave if the employee:

1. Has completed at least one year of continuous service;
2. Has exhausted all accrued sick, vacation, personal, compensatory and administrative leave as well as all sick leave injury benefits, if any;
3. Has not, in the two-year period immediately preceding the employee's need for donated leave, been disciplined in writing for chronic or excessive absenteeism, chronic or excessive lateness or abuse of leave; and
4. Either:
 - a) Suffers from a catastrophic health condition or injury;
 - b) Is needed to provide care to a member of the employee's immediate family who is suffering from a catastrophic health condition or injury; or
 - c) Requires absence from work due to the donation of an organ (which shall include, for example, the donation of bone marrow).

Definitions.

"Catastrophic Health Condition or Injury" shall mean:

- With respect to an employee, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her mental or physical health or the health of the employee's fetus and requiring the care of a physician who provides a medical verification of the need for the employee's absence from work for sixty (60) or more work days.
- With respect to an employee's immediate family member, a "catastrophic health condition or injury" is a life-threatening condition or combination of conditions or a period of disability required by his or her

mental or physical health and requiring the care of a physician who provides a medical verification of the need for the family member's care by the employee for sixty (60) or more work days.

"Immediate Family Member" shall mean: Father, mother, father-in-law, mother-in-law, spouse, domestic partner, child, son-in-law, daughter-in-law, grandparent, grandchild, brother or sister. Any interpretation of this definition shall be made in the sole discretion of the Borough Administrator.

"Leave Recipient" shall mean an employee who is desirous of accepting leave time accrued and donated by fellow employees.

"Leave Donor" shall mean an employee who is desirous of providing, without compensation, accrued sick, vacation, or personal days to a fellow employee dealing with a Catastrophic Health Condition or Injury.

Procedure.

1. Written Request - An employee may submit a request, in writing, to their Department Head or the Borough Administrator to participate in the Donated Leave Program either as a Leave Recipient or Leave Donor. A supervisor may submit a request to receive time on behalf of an employee unable to make the request.

2. Medical Verification - The employee requesting the employee's acceptance as a Leave Recipient shall submit to the Borough of High Bridge medical verification, signed by a physician licensed by the State of New Jersey, concerning the nature and anticipated duration of the disability resulting from either the catastrophic health condition or injury, or the donation of an organ, as the case may be. The medical verification required for the receipt of donated leave shall include the nature and anticipated duration of the catastrophic health condition or injury, or the donation of an organ. The same medical documentation set forth above will be required whether applying for donated leave to care for one's self or immediate family member.

3. Notice - Upon approval by the Borough Administrator, the Department Head or Supervisor shall, with the Leave Recipient's consent, post or circulate the employee's name along with those of other eligible employees in a conspicuous manner to encourage the donation of leave time. If the employee is unable to consent to this posting or circulation, the employee's family may consent on his or her behalf.

Participation Requirements.

1. Leave Recipient must receive at least five (5) sick days or vacation days or a combination thereof from one or more leave donors to participate in the donated leave program.

2. Leave Recipient may not collect temporary disability benefits (TDI) or worker's compensation insurance benefits while utilizing time donated.

3. Leave Recipient is limited to a lifetime maximum of two-hundred and sixty (260) donated sick days or vacation days and shall not receive any such days on a retroactive basis.

4. Leave Donors shall have remaining at least twenty (20) days of accrued sick leave if donating sick leave and at least twelve (12) days of accrued vacation leave if donating vacation leave.
5. Leave Donor shall donate only whole sick days or whole vacation days and may not donate more than thirty (30) such days to any one recipient.
6. Leave Donor shall not revoke the leave donation.
7. While using donated leave time, the Leave Recipient shall accrue sick leave and vacation leave under the normal Borough of High Bridge policies and shall be entitled to retain such leave upon his or her return to work.
8. Upon a Leave Recipient's return to work or separation from employment for any reason, any unused, donated leave shall be returned to the Leave 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 the leave time shall not be returned.
9. Upon retirement, the Leave Recipient shall not be granted supplemental compensation on retirement for any unused days which he or she had received through the leave donation program.
10. An employee shall be prohibited from threatening or coercing or attempting to threaten or coerce another employee for the purpose of interfering with rights involving the voluntary donation, receipt or use of 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.
11. Upon receipt of a request to donate time, the human resources official will verify that the Leave Donor is eligible to donate time and said Department will deduct appropriate time from the Leave Donor.
12. Leave Recipients may use donated leave in one-half day or whole day increments. Recipients may return to work on a part time, or intermittent basis, and remain eligible for the program as long as they do not exceed two-hundred and sixty (260) days in a lifetime.
13. An incident is considered closed when the recipient is medically cleared to return to work without restrictions.
14. If the recipient returns to work or otherwise terminates employment, the remaining balance of unused donated leave must be equally returned to all donors in whole day increments only. Partial day increments will not be restored to the donor nor remain credited to the recipient.
15. An illness or injury of an immediate family member requiring an employee's absence from work to provide care must meet the same criteria applicable to an employee's own medical necessity.

FAMILY AND MEDICAL LEAVE

In accordance with the federal Family and Medical Leave Act (“FMLA”), the Borough of High Bridge 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 Borough of High Bridge’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 either spouse, son, daughter, parent or next of kin of a Covered Servicemember 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 Servicemember. During this single twelve (12) month period, an eligible employee who qualifies for leave to provide care for the Covered Servicemember shall be entitled to no more than a combined total of twenty-six (26) workweeks of leave.

Definitions.

“Covered Servicemember” 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 Borough of High Bridge 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, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities agreed to by the Borough of High Bridge 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 Service member in the line of duty or on active duty in the Armed Forces, National Guard of 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 service member medically unfit to perform the duties of the member’s office, grade, rank or rating.

Eligibility. Any employee who has been employed by the Borough of High Bridge 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 Borough of High Bridge, 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 Borough of High Bridge, 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 Borough of High Bridge, at its expense, may require an examination by a second healthcare provider designated by the Borough of High Bridge. If the second healthcare provider's opinion conflicts with the original medical certification, the Borough of High Bridge, 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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. An employee will be required to use any available accumulated paid leave concurrently with the employee's FMLA leave.

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 Borough of High Bridge shall attempt to work out a

schedule for such leave that meets the employee's needs without unduly disrupting the Borough of High Bridge's operations, subject to the approval of the employee's health care provider. The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge.

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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge. 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge and have worked at least 1,000 hours for the Borough of High Bridge 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.
- In the event of a state of emergency declared by the Governor, or when indicated to be needed by the Commissioner of Health or other public health authority, an epidemic of a communicable disease, a known or suspected exposure to the communicable disease, or efforts to prevent spread of a communicable disease, which:
 - (i) requires in-home care or treatment of a child due to the closure of the school or place of care of the child of the employee, by order of a public official due to the epidemic or other public health emergency;
 - (ii) prompts the issuance by a public health authority of a determination, including by mandatory quarantine, requiring or imposing responsive or prophylactic measures as a result of illness caused by an epidemic of a communicable disease or known or suspected exposure to the communicable disease because the presence in the community of a family member in need of care by the employee, would jeopardize the health of others; or
 - (iii) results in the recommendation of a health care provider or public health authority, that a family member in need of care by the employee voluntarily undergo self-quarantine as a result of suspected exposure to a communicable disease because the presence in the community of that family member in need of care by the employee, would jeopardize the health of others.

Leave taken to care for a newly born or adopted child or a child place into foster case with the employee may be consecutive or intermittent 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 work schedule for no more than twenty-four (24) consecutive weeks in a twenty-four (24) month period.
- Intermittently 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 Borough of High Bridge'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 be required to or 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 Borough of High Bridge 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 Borough of High Bridge thirty (30) days' advance written notice. For employees requesting leave on an intermittent basis, at least fifteen (15) days advance written notice must be provided. If advance written notice is not possible because of an emergency, the employee must provide the Borough of High Bridge with reasonable oral notice and then follow up with written notice.

The employee also must give the Borough of High Bridge a medical certification supporting the need for leave. The Borough of High Bridge reserves the right to require second or third medical opinions and periodic re-certifications. The employee must also provide periodic reports during the leave regarding the employee's status and intent to return to work as deemed appropriate by the Borough of High Bridge. If an employee fails to provide the required documentation, the Borough of High Bridge may delay the start of the employee's NJFLA leave, withdraw any designation of NJFLA leave or deny the leave, in which

case the absences will be treated in accordance with the Borough of High Bridge'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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge'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 Borough of High Bridge-provided leave available to him/her).

Retaliation Prohibited. The Borough of High Bridge 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 Borough of High Bridge 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 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.

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 Borough of High Bridge 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 Borough of High Bridge may terminate my employment in accordance with the applicable law.

If my request for leave is approved, it is my understanding that unless the Borough of High Bridge 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 Borough of High Bridge may terminate my employment.

Signature of Employee: _____ Date: _____

Received By: _____
Borough of High Bridge Representative

Complete and Return To:

Borough Administrator

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: _____

BEREAVEMENT LEAVE

Employees shall be granted up to three (3) working days of bereavement leave with pay for a death in their immediate family or in the immediate family of the employee's spouse. "Immediate family" means spouse, parents, parents in law, children, brothers, sisters, grandparents, grandchildren, step parents, step children, foster parents, foster children, guardianship relationships, brother-in-law, sister-in-law, same sex and opposite sex domestic partners, spouses or domestic partners of the aforementioned.

Employees shall be granted one (1) working day of bereavement leave with pay upon the death of an employee's spouse's aunt, uncle or grandparent.

In no event shall any part of bereavement leave occur more than fifteen (15) days from the date of death. The Borough of High Bridge may require that the employee produce reasonable proof of death and relationship. Bereavement leave shall not be charged to sick or vacation leave and such leave is not cumulative.

Procedure. To use bereavement leave:

1. Employees who request bereavement leave must notify their Department Head of their intent to take such leave as soon as possible. Unless impracticable, employees should request bereavement leave in writing.
2. The Department Head or his or her designee shall notify the designated human resources official that an employee is using bereavement leave.
3. Employees who request an extension of bereavement leave beyond the established number of days shall have such extensions charged to accumulated unused vacation or sick leave. If an employee has used all of his or her accrued leave time, extended bereavement leave will be considered as a request for a leave of absence without pay.

MILITARY SERVICE LEAVE POLICY

The Borough of High Bridge 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 Borough of High Bridge without loss of privileges or seniority, the employee must report for duty with the Borough of High Bridge within the time required by law following release from active duty under honorable circumstances.

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

- Provide the Borough of High Bridge 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.

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 Borough of High Bridge for any payments or fees received as a result of such jury service less any meal or travel expenses.

The Borough of High Bridge will reassign shift workers to the day shift during jury duty leave.

Witness Duty Leave of Absence. The Borough of High Bridge is aware that employees may be subpoenaed to appear as witnesses in trials before the court. The Borough of High Bridge 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

Each employee is expected to dress appropriately for the job. The following factors are relevant to determining appropriate dress:

- nature of work
- safety, including necessary precautions when working with or near machinery
- nature of employee contact with the public and the normal expectations of outside parties toward employees
- practices of others in similar jobs

This policy incorporates by reference all references to uniform and dress contained in all collective negotiations agreements in force between the Borough of High Bridge and its employees. Failure to abide by the terms of such agreements shall be deemed improper conduct.

Additionally, some Departments may have more detailed and restrictive rules governing appearance. Employees are required to abide by applicable Department rules.

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 Borough of High Bridge may meet its commitments to its residents. Employee absences place an additional burden on the remaining work force and seriously affect the Borough of High Bridge's ability to service its residents. Management recognizes that circumstances beyond the employee's control may cause him or her to be absent from work for all or part of a day. The Borough of High Bridge, 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, email, or other authorized communication method approved by the department supervisor or the Borough Administrator 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 Borough of High Bridge 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 Borough of High Bridge (the Borough) 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 Borough. This Policy highlights the Borough's New Jersey Drug-Free Workplace Policy. The Borough's Designated Employer Representative (DER) is the Borough Administrator. The Alternative DER is Director of Public Works.

The Borough recognizes the prime importance to the Borough 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 Borough has no intention of intruding into the private lives of its employees, the Borough 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 Borough 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 Borough. 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 Borough 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 Borough with a job related need to know, the DER and Alternate DER, to defend against any administrative action brought by the employee against the Borough, 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, Borough 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 Borough's New Jersey Drug-Free Workplace testing will be provided on vacancy announcement and is posted in conspicuous locations on Borough 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 Borough 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 Borough 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 employment, 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. 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. 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 Borough. 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 Borough 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 Borough 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 Borough 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 Borough for the cost of the test and any lost time. Under federal regulations, the MRO has the discretionary authority to notify the Borough 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 Borough 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 Borough'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.

As it relates to cannabis, an employee will be subject to adverse action if there is both a positive drug test, confirmed by a licensed laboratory, and a determination of reasonable suspicion based on documentation of physical signs or other evidence of impairment during the employee's work hours. When the New Jersey Cannabis Regulatory Commission issues standards for certification of a Workplace Impairment Recognition Expert ("WIRE"), an employee will be subject to adverse action if there is both a positive drug test and a physical evaluation by a WIRE.

Applicants for non-CDL positions will not be denied employment based solely on a positive pre-employment drug test for cannabis, except for law enforcement officers assigned to a federal task force, holding a federally regulated license requiring testing, or applying to an agency that is specifically required to test for cannabis by the terms of a federal contract or federal grant.

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 Borough 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 Borough Policy.

WHAT ABOUT IMPAIRING EFFECT MEDICATIONS OR SUBSTANCES?

Any employee working in a safety-sensitive position as defined by Borough 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. 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 Borough 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 Borough 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 Borough, 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 Borough 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 Borough 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 Borough 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 Borough 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 recommended 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 Borough 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 Borough'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 Borough 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 ***Entity Type*** 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 Borough premises or property, including Borough-owned or leased vehicles, or vehicles used for Borough 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 Borough 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 Borough 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 Borough'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 Borough and other factors related to the impact of the employee's conviction on the Borough.
 - 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 Borough or its designee, is a violation of Borough 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 Borough 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.
- 2. With respect to alcohol and cannabis, employees violate this Policy by engaging in the following conduct during work time or on Borough premises or property:
 - a. Bringing and/or storing (including in a desk, locker, automobile, or other repository) alcohol or cannabis on Borough premises or property, including Borough-owned or leased vehicles, or vehicles used for Borough purposes.
 - b. Having possession of, being under the influence of, testing positive for or having in one's system, alcohol or cannabis. Using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling, or dispensing alcohol or cannabis. As it relates to a positive drug test for cannabis, an employee violates this policy if there is both positive drug test and evidence-based documentation of physical signs or other evidence of impairment during the employee's work hours. *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 or cannabis offense occurring in the workplace. All employees must notify Borough in writing of any criminal alcohol or cannabis conviction not later than five calendar days after such conviction. Alcohol or cannabis 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 Borough'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 or cannabis offense. 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 Borough and other factors related to the impact of the employee's conviction on the Borough.
 - 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 or drug testing, medical or physical tests or examinations, when requested or conducted by Borough or its designee, is a violation of Borough 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 or cannabis.

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 Borough.

Borough of High Bridge
97 West Main Street
High Bridge, New Jersey 08829
Phone: (908) 638-6455
Fax: (908) 638-9374

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 Pills, capsules, white powder, granular crystals

Indicators: 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 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.

Indicators: 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 miss-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 common 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

Hunterdon Health
Hunterdon Medical Center
2100 Wescott Drive
Flemington, NJ 08822
(908) 788-6369

BOROUGH OF HIGH BRIDGE
ALCOHOL AND DRUG-FREE WORKPLACE POLICY
NEW JERSEY NON-DOT

NOTICE TO ALL EMPLOYEES AND APPLICANTS

DRUG-FREE WORKPLACE

Borough of High Bridge (the Borough) 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 Borough's New Jersey Drug-Free Workplace Policy. The Borough's Designated Employer Representative (DER) is the Borough Administrator. The Alternative DER is the Director of Public Works.

The Borough recognizes the prime importance to the Borough 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 Borough 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 Borough 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 Borough 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 Borough's New Jersey Non-DOT Drug and Alcohol testing will be provided on vacancy announcement and is posted in conspicuous locations on Borough 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 Borough 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 Borough 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 employment, 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.

BOROUGH OF HIGH BRIDGE

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.

Borough of High Bridge

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 Borough's adherence to New Jersey Laws. I have had the terms and conditions of the Borough's Drug and Alcohol Testing policy explained to me relative to screening or tests by the Borough, 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 Borough'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 Borough 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 Borough, its DERs, to the Borough'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.)

Borough of High Bridge
Pre-Employment Substance Testing
Consent and Release Form [DFW02]

I do hereby certify that I have been given notice of the Borough's pre-employment substance abuse testing policy; that I have been provided with access to a copy of the Borough'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 Borough 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 (for certain employment positions)	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 Borough, its DERs, and to the Borough'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 Borough 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: _____

Borough of High Bridge
ACKNOWLEDGMENT OF CONSEQUENCES OF
REFUSAL TO PARTICIPATE IN DRUG TESTING [DFW03]

I, _____, an employee of the Borough of High Bridge, acknowledge that I am refusing to report for Drug and Alcohol testing in accordance with the requirements of the Borough of High Bridge 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)

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 Borough of High Bridge's e-mail, voicemail, computer systems and Internet service are for official Borough of High Bridge 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 Borough of High Bridge. 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 Borough of High Bridge-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 Borough of High Bridge 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 Borough of High Bridge 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 a Borough of High Bridge computer is private. Because e-mail messages are considered as business documents, the Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge's time.
- The e-mail, telephone, and Internet systems, as well as the messages thereon, are the property of the Borough of High Bridge.
- The Borough of High Bridge 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 Borough of High Bridge's discretion. The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge or generated by the employee, do not restrict or eliminate the Borough of High Bridge'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 Borough of High Bridge'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 Borough of High Bridge's computer, e-mail and connection to the Internet shall not interfere with the employee's duties and shall comply with the Borough of High Bridge'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 Borough of High Bridge's address or other Borough of High Bridge-related information, and thus reflect on the Borough of High Bridge, make certain before posting such information that it exhibits the high standards and policies of the Borough of High Bridge. 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 Borough of High Bridge's business or post a link to the Borough of High Bridge, 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 Borough of High Bridge or anyone associated/affiliated with the Borough of High Bridge."
- Subscriptions to news groups or mailing lists are permitted only when the subscription is for a work-related purpose and authorized by Borough of High Bridge. 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 Borough of High Bridge's Network Administrator before downloading.
- Any "unauthorized use" of e-mail or the Internet is strictly prohibited while at work or while using an Borough of High Bridge 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 Borough of High Bridge'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 Borough of High Bridge's electronic media from someone outside of the Borough of High Bridge, 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 BOROUGH OF HIGH BRIDGE POLICY**, including, but not limited to, the following: the Borough of High Bridge's Anti-Harassment and Discrimination Policies.
- Borough of High Bridge 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 Instagram, Tiktok, Snapchat, Facebook, Threads and X, is a popular activity; however, employees must be mindful of the negative impact of inappropriate or unauthorized postings upon the Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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. Borough of High Bridge 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 Borough of High Bridge. Working time shall be defined as any time in which the employee is engaged in or required to be performing work tasks for the Borough of High Bridge, and excludes times when employees are properly not engaged in performing work tasks, including break periods and meal times.

Borough of High Bridge-Issued Mobile Phones/Devices. Borough of High Bridge-issued mobile devices may be issued to certain employees in the course of their employment with the Borough of High Bridge. Such Borough of High Bridge-issued devices are the sole and exclusive property of the Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge reserves the right to monitor the use of the Borough of High Bridge-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 Borough of High Bridge to be used for any purpose.

Similarly, the Borough of High Bridge 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 Borough of High Bridge-issued mobile device.

Employees are expected, at all times, to respect the integrity of the Borough of High Bridge-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 Borough of High Bridge-issued device to the Borough of High Bridge.

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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge, 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 Borough of High Bridge, co-worker or resident property
- Disregarding safety or security regulations

- Falsifying or otherwise altering Borough of High Bridge 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 Borough of High Bridge supplies, especially for personal purposes
- Conviction of a crime
- Failure to maintain confidentiality of Borough of High Bridge 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 Borough of High Bridge rules
- Improper attire or inappropriate personal appearance
- Engaging in any harassment or discrimination based upon a protected class
- Violation of Borough of High Bridge policies on solicitation or distribution
- Possession of firearms or other weapons on Borough of High Bridge property or while on official business, unless otherwise authorized by the Borough of High Bridge
- Other actions disruptive to the effective, efficient, economical operation of the Borough of High Bridge'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 Borough of High Bridge at any time with or without cause and without following any system of discipline or warnings.

ETHICAL CONDUCT

Pursuant to the provisions of the Local Government Ethics Law (N.J.S.A. 40A:9-22.1 et. seq.):

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

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 Borough Administrator, other members of management, the Borough of High Bridge's legal counsel, and members of the governing body on a need-to-know basis in connection with official duties. Additionally, the Borough of High Bridge 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 Borough of High Bridge in the hiring process, but may not review the contents of another 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 Borough of High Bridge 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 Borough of High Bridge is committed to providing and maintaining a healthy and safety work environment which allows all employees to perform their jobs in a safe and productive manner. The Borough of High Bridge respects the dignity and worth of every employee through its Equal Opportunity Employment statement, which explains its policy and practice with respect to prohibiting discrimination in every phase of employment. The Borough of High Bridge provides support for individual employees who may be facing the trauma of a life-threatening or catastrophic illness. The purpose of this policy is to support the physical and emotional health of all employees, minimize disruptions of productivity and morale caused by the presence of a worker with a life-threatening illness, and demonstrate the Borough of High Bridge's continued commitment to its affirmative action goals related to physically disabled employees.

If an employee has learned that he or she has a contagious or life threatening illness, including but not limited to HIV/AIDS, the employee should take all steps to protect further spread of the disease or illness. When appropriate, the employee's Department Head should be notified of any illnesses that may affect the health, safety, and welfare of any co-employee or member of the general public. 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge. 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.

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 Borough of High Bridge, fellow employees, volunteers or visitors;
- Unauthorized absences and/or chronic or excessive absences;
- Fighting on Borough of High Bridge's property at any time;
- Being under the influence of intoxicants (e.g., liquor) or illegal drugs (e.g., cocaine or marijuana) on Borough of High Bridge 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 Borough of High Bridge property and at any time during work hours;
- Entering the building without permission during non-scheduled work hours;
- Soliciting on Borough of High Bridge 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 Borough of High Bridge property or the property of other employees;
- Sleeping on the job;
- Carrying weapons of any kind on Borough of High Bridge 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 Borough of High Bridge or

other employees;

- Unauthorized disclosure of confidential Borough of High Bridge information;
- Gambling on Borough of High Bridge premises;
- Horseplay, disorderly conduct and use of abusive and/or obscene language on Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge. Additionally, the Borough of High Bridge 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 Borough of High Bridge may be terminated at any time with or without cause or reason by the employee or Borough of High Bridge.

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 Borough of High Bridge hereby designates the following employees as the Primary HRO and Secondary HRO, to assist employees who are victims of domestic violence.

Primary HRO:

Brett J. Bartman, Borough Administrator

(908) 638-6455 extension 23 administrator@highbridge.org

Secondary HRO:

Jennifer Harrington, Finance Assistant 1

(908) 638-6455 extension 24 jharrington@highbridge.org

The designated Primary and Secondary HRO shall receive 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 their HRO. 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, HROs shall remind employees to contact 911 if they feel they are in immediate danger.

Each 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. If there is a report of sexual assault or abuse, the victim should be offered the services of the Sexual Assault Response Team, **The Sexual Assault Response Team can be contacted by telephoning any of the following:**

- Local Police Department or 911
- Hunterdon Medical Center Emergency Department (908) 788-6100
- SAFE in Hunterdon (908) 788-4044 (24-hour hotline)

F. Maintain the confidentiality of the employee and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to this policy.

G. 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 Borough of High Bridge 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 (TDI); 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 Borough Administrator will be responsible for distributing this policy to employees, volunteers, and other employees identified above.

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

The Borough Administrator 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.

GRIEVANCE PROCEDURE

A grievance is any formal dispute concerning the interpretation, application and enforcement of any personnel policy or procedure. A grievance submitted by a union employee will be addressed pursuant to grievance procedure set forth in the applicable bargaining unit agreement. A grievance from a non-union employee must be submitted within five (5) working days after arising. Failure to report a grievance within such time period shall be deemed as a waiver of the grievance. In the event of a settlement or ruling that results in a determination of monetary liability, such liability shall not exceed more than thirty (30) working days prior to the date the grievance was first presented in writing.

- Step One: Any employee or group of employees with a grievance shall communicate their grievance to their supervisor or Department Head who will discuss the matter with the human resources official and/or the Borough Administrator. The supervisor or Department Head will communicate the decision to the employee within five (5) working days.
- Step Two: If the employee is not satisfied with the decision, the employee must submit a written grievance to the human resources officer and/or the Borough Administrator detailing the facts and the relief requested. The decision in Step One will be deemed final if the employee fails to submit a written grievance within five (5) working days of the Step One decision. After consulting with the human resources official and counsel, as appropriate, the Borough Administrator will render a written decision to the employee within five (5) working days after receipt of the written grievance.

The above referenced grievance procedures do not apply to employee complaints made under the Borough of High Bridge's Anti-Harassment and Discrimination Policies.

EMPLOYMENT REFERENCES

To ensure that individuals who work for the Borough of High Bridge are well-qualified and have a strong potential to be productive and successful, it is the policy of the Borough of High Bridge to check the employment references of all applicants at the Borough of High Bridge'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 Borough of High Bridge 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 Borough of High Bridge's response to a request for reference information shall be communicated in writing only. The Borough of High Bridge does not honor oral requests for employment references.

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

NEPOTISM

The hiring, promoting, transferring, demoting or reassigning of relatives is prohibited if the employment of such an individual would result in the creation of a prohibited employment relationship.

A prohibited relationship is created when:

1. One relative would have the authority to supervise either directly or from one level above, appoint, remove, discipline, evaluate or otherwise affect the work or employment of another relative.
2. The relative would be responsible for auditing the work of the other.
3. Other circumstances exist which would place the relatives in a situation of actual or reasonably foreseeable conflict between the Borough of High Bridge's interest and their own.

Employees who marry or become related by marriage may continue in their employment if the marriage does not result in the creation of a prohibited relationship. Where the marriage results in the creation of a prohibited relationship, the Borough of High Bridge will explore potential accommodations including the reassignment of one or both employees to available positions for which the employees are qualified. Relative includes spouse, parent, step-parent, child, step-child, sibling, step sibling, half-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, and first cousins.

This policy applies to all employees hired, promoted, transferred, demoted, or reassigned on or after the date of adoption and to all prohibited relationships created on or after the date of adoption.

Applicant Relative Disclosure Form

Name of Applicant: _____

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

1. One relative would have the authority to directly supervise, appoint, remove, discipline, evaluate or otherwise affect the work or employment of another relative.
2. The relative would be responsible for auditing the work of the other.
3. Other circumstances exist which would place the relatives in a situation of actual or reasonably foreseeable conflict between the Borough of High Bridge's interest and their own.

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

Do any of your relatives currently work for the Borough of High Bridge or are any of your relatives an elected or appointed official?

Yes No

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

Relative #1

Name: _____

Title: _____

Relationship: _____

Relative #2

Name: _____

Title: _____

Relationship: _____

Applicant Relative Disclosure Form (cont'd)

Relative #3

Name: _____

Title: _____

Relationship: _____

Relative #4

Name: _____

Title: _____

Relationship: _____

Note: An applicant's failure to fully disclose his or her relationship to an individual employed by the Borough of High Bridge or elected or appointed official may result in the rejection of the employment application or, if employed, the termination of employment.

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

Signature of Applicant: _____ Date: _____

PERFORMANCE EVALUATION

The Borough of High Bridge recognizes that an employee job performance evaluation system is the basis for assisting in employee growth and development. The Borough of High Bridge requires supervisors to conduct performance appraisals annually 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 Borough of High Bridge 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 Borough of High Bridge'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 Borough of High Bridge. Employees should report any violation of this policy to their supervisor or Department Head.

RESIGNATION

Employees may resign in good standing by giving their immediate supervisor at least fourteen (14) days advance written notice. The Borough of High Bridge may waive this requirement and consent to a shorter notice. If an employee resigns without giving the required notice, he/she will be considered to have resigned not in good standing.

Employees who resign will be notified by the Borough of High Bridge as to the status of various employee benefits. At times, an exit interview may be held by the Borough Administrator, and/or the Executive Committee.

SAFETY POLICY

The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge’s facilities, equipment, or motor vehicles must also be immediately reported to the supervisor or Department Head and the Borough Administrator. Failure to do so constitutes grounds for disciplinary action. Employees are encouraged to discuss safety concerns with supervisory personnel.

SECURITY POLICY

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

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

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 Borough of High Bridge.

If, however, an employee holds an office, employment, or position with the Borough of High Bridge 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/shall 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 BOROUGH OF HIGH BRIDGE VEHICLES (NON-LAW ENFORCEMENT)

1. Purpose

The Borough of High Bridge (herein the “Borough”) provides vehicles for use by employees in the performance and furtherance of official business conducted on behalf of the Borough. This Policy sets forth uniform guidelines for assignment and use of Borough vehicles, for purposes of this Policy, a vehicle is defined as those registered and insured by the Borough. This Policy excludes vehicles under the authority of law enforcement and fire protection, which have rules and regulations or guidelines approved by the Governing body delegating enactment of such rules to their departmental leadership. If these guidelines contained provisions contrary to any labor or employment agreement that governs the terms and conditions of the Borough employees, such agreement shall prevail.

2. Definitions

Authority:

The Borough Administrator or other position as designated by the Governing Body shall be the principal authority for enforcing this policy and shall be responsible for the management and control of Borough vehicles.

Employee:

An officer, employee, agent, or other person who serves in an official capacity to conduct Borough business with or without compensation.

Fleet Assigned Vehicle:

A vehicle that is assigned by the Authority to an individual employee.

Fleet Department Vehicle:

A vehicle that is assigned for department use as determined by the Authority that may be used by an employee at the direction of a department supervisor.

3. Authorized Use

3.1. Authorized Drivers:

- a) Employees licensed to operate the respective Vehicle in the State of New Jersey for official business of the Borough within the scope of their duties who have received approval from the Authority to operate Borough vehicles. Volunteers and Non-Employees are prohibited from operating Borough vehicles.
- b) Duties of Authorized Drivers.
 - a. Employees approved by the Authority will have a copy of their driver's license on file with the borough through their department.
 - b. Employees whose license is suspended for any reason **must** promptly notify their department head who will report such notice to the Borough Attorney and Risk Manager. The Employee **shall not** be permitted to operate any Borough vehicles under the term of suspension. Documentation of restoration of an Employee's driving privileges **shall** be forwarded to their department head.

3.2 Authorized Passengers:

1. Employees, elected officials, board or committee members and any other person involved in an activity in the furtherance of official business of the Borough.
2. Passengers for personal business which is emergent or de minimis, other than those accompanying an Employee in official Borough business with department head approval.

3.3 Driver Responsibilities:

Authorized drivers **shall** ensure that they drive in a safe and appropriate manner. Each driver must ensure that they:

1. Comply with all laws and regulations regarding the operation of motor vehicles, this includes use of safety belts and use of cellphones;
2. Mentally and physically capable of safe vehicle operation;
3. **Shall** report to their department head all summonses / citations issued including moving and non-moving violations and/or arrests which occur while driving or using a Borough vehicle;
4. Provide receipts for any reimbursements for tolls, parking fees or other related costs.

3.4 Shared Vehicles:

1. The Borough may maintain a pool of vehicles which are assigned to a specific department, i.e., Public Works or generally for work-related shared use of multiple employees, offices and/or divisions referred to as a "*Fleet Department Vehicle*".
2. These pooled vehicles **shall** be returned to their designated store location following use.

3.5 Fleet Assigned Vehicles:

1. Vehicles may be assigned by the Authority in limited or extended duration based on a determination and necessity of essential job function.
2. Determination must be made in light of all facts and circumstances as to whether the use of the vehicle represents a fringe benefit within the meaning of the applicable Internal Revenue Service code(s).

3.6 Fringe Benefit Determination:

1. The valuation of personal use of Borough *Fleet Assigned Vehicles* are to be calculated using either a commuting valuation rule or Cents-Per-Mile valuation rule. The Authority in consultation with the Finance department shall determine the appropriate valuation rule including the tracking of any required substantiation.
2. The Annual Reporting Period shall be on a calendar year from January 1 through December 31.
3. The vehicle use is limited to commuting or de minimis personal use.

4 Prohibited Uses

4.2 Smoking:

1. Smoking as defined *N.J.S.A. 26:3D-57* to include smokeless tobacco products is prohibited in all Borough vehicles.

4.3 Drug or Alcohol Use:

1. Employees are prohibited from operating any Borough vehicle while under the influence of drugs or alcohol.
2. Employees **shall** not operate any Borough vehicle after taking prescription medication or over-the-counter medications which may impair their ability to operate a vehicle.
3. Employees are prohibited from possessing any illegal controlled dangerous substances or transporting an open container of alcohol in a Borough vehicle.

5 Crashes | Damages:

5.1 When a Borough owned vehicle impacts or is impacted by another vehicle, fixed object, pedestrian or otherwise involved in a motor vehicle crash as determined by the laws of state:

1. Immediately notify the law enforcement agency servicing the incident jurisdiction.
2. Obtain all relevant information for the parties in the crash.
3. Provide the other driver(s) or person(s) involved in the crash with the Borough insurance card information.
4. Obtain any police report/case number.

5. Report the crash as soon as possible but no later than 24 hours to your department supervisor/head.

5.2 In the event a Borough vehicle becomes damaged other than by a motor vehicle crash i.e., fallen debris, tree limbs, etc. the employee **shall** notify their department supervisor/head immediately upon discovery of such damage.

6 Disciplinary Actions:

6.1 An employee found to have a substantiated finding they failed to comply with this policy shall be subject to discipline that is determined based on the totality of the circumstances of the transgression.

6.2 Progressive disciplinary actions may include, but are not limited to re-training, verbal/written reprimand, suspension, or termination.

TRANSITIONAL DUTY POLICY

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 Borough of High Bridge is committed to providing opportunities for employees who have been injured on the job to return to the workforce as soon as possible. The Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge.

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 Borough of High Bridge 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 Borough of High Bridge, 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 Borough of High Bridge, 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 Borough of High Bridge 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 Borough of High Bridge who has been duly assigned the responsibility of managing and directing the Transitional Duty Program by the Borough Administrator or governing body of the Borough of High Bridge.

Treating Physician (TP): The authorized medical professional assigned to each worker's compensation case by the Borough of High Bridge's insurance professionals who, along with the Nurse Case Manager, works with the employee and the Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge to perform the assignment), the transitional duty assignment may be refused by the Borough of High Bridge.
- c. Transitional Duty is **temporary**, lasting no more than 90 calendar days. This time frame may be extended at the sole discretion of the Borough of High Bridge Transitional Duty Coordinator (TDC).
- 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.
- 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 Borough of High Bridge.

h. Employees shall follow the policy of the Borough of High Bridge 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 Borough of High Bridge 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 Borough of High Bridge 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. 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.

l. 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 Borough of High Bridge, 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 Borough of High Bridge, 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 Borough of High Bridge 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.

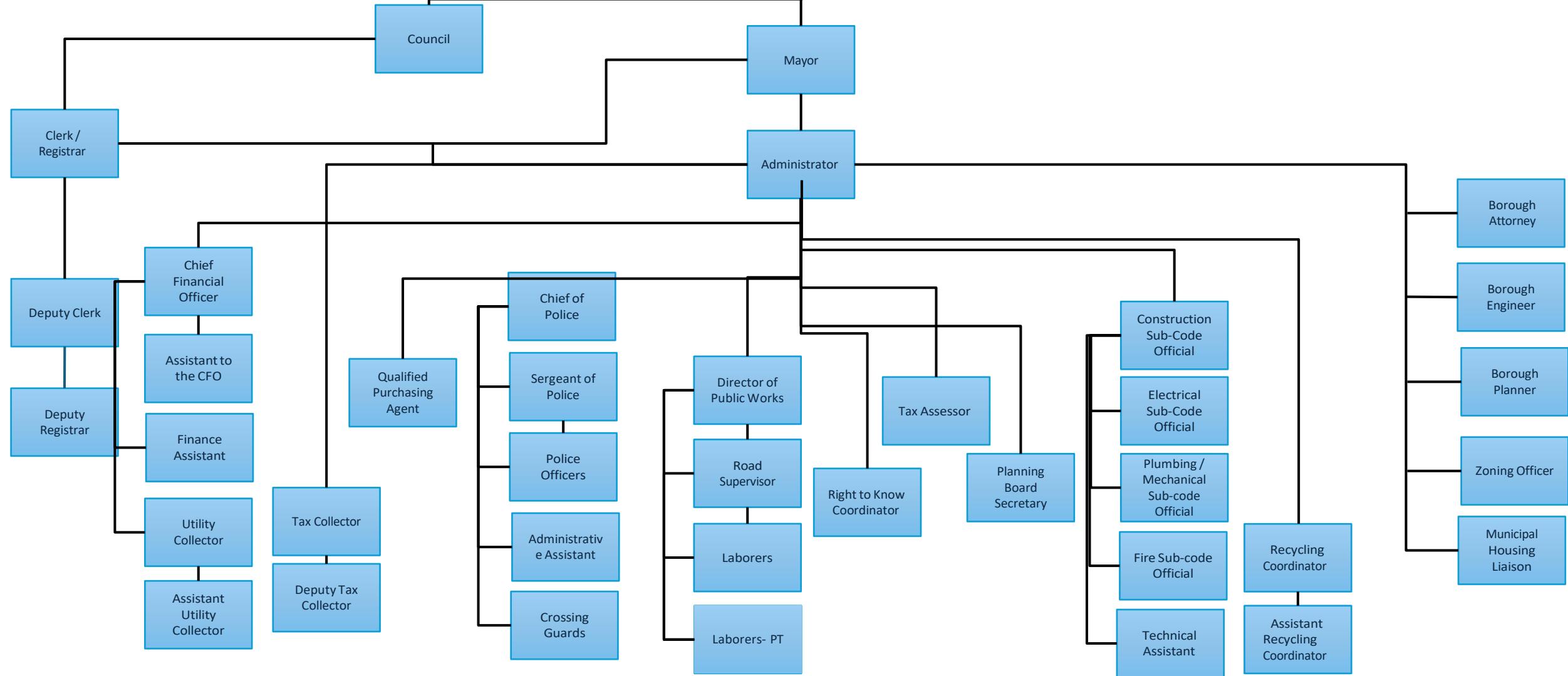
It is extremely important for the TDC to communicate with the NCM regarding the employee's disposition relative to a Temporary Duty assignment.

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 **90 day 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. The decision of the TDC will be final.

Borough of High Bridge Organizational Chart



**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

ANNUAL COUNCIL MEETING SCHEDULE - 2026

RESOLUTION: 030-2026

ADOPTED: 01/02/2026

WHEREAS, the Open Public Meetings Act (Ch. 231, P.L. 1975) provides for the giving of annual notice by public bodies of the time, date and location of the regular meetings of such public body to be held during the succeeding year, and

WHEREAS, the Open Public Meetings Act (Ch. 231, P.L. 1975), hereinafter referred to as the Act, authorizes a public body to make certain other determinations and take certain other actions in conformance therewith.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge, County of Hunterdon and State of New Jersey as follows:

1. Regular meetings of this council shall be held during the 2026 calendar year at 7:30 pm as live meetings at the Fire House, 7 Maryland Ave, High Bridge NJ as stated below:

a. The second, third, or fourth Thursdays of each and every month **except for** January, July, August, November, and December. Those meetings will be held on the following dates in 2026:

January 2, July 16, August 13, November 12, and December 10

The full set of dates for the regular Council meetings of 2026 is as follows:

January 2, January 22, February 12, February 26, March 12, March 26, April 9, April 23, May 14, May 28, June 11, June 25, July 16, August 13, September 10, September 24, October 8, October 22, November 12, and December 10

b. The Annual Reorganizational meeting will be held on January 2, 2026 at 6:00 p.m..

2. Copies of this Resolution and any revisions or modifications thereof, certified to be true copies by the Clerk of this municipality, will be disseminated and distributed as required by the Act as follows:

a. Posted and maintained throughout the 2026 calendar year on the bulletin board at the High Bridge Borough Hall.

b. Mailed, emailed, or hand delivered to the newspaper designated as the official newspaper of the Borough.

c. Filed with the Clerk of this Municipality.

d. Mailed, emailed, or hand delivered to such other persons as may be entitled thereto under the terms of the Act and this Resolution.

3. Pursuant to Section 14 of the Act, the Clerk of the Municipality is hereby authorized and directed to mail such notice as may be required and authorized under the Act to any person requesting the same providing that person has first complied with the following term and condition:

a. Any and all requests for notice under the Act shall be made in writing as an OPRA request.

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

BOROUGH OF HAMPTON INTERLOCAL ANIMAL CONTROL AGREEMENT

RESOLUTION: 031-2026

ADOPTED: 01/02/2026

WHEREAS, the Borough of Hampton wishes to enter in to an agreement for Animal Control Services; and

WHEREAS, the Borough of High Bridge has Animal Control Services that is qualified and able to provide such services to the Borough of Hampton; and

WHEREAS, the Borough of High Bridge shall provide Animal Control Services as outlined in the Interlocal Services Agreement (Appendix A); and

WHEREAS, the parties have agree that High Bridge will provide Animal Control Services to Hampton in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* (“Shared Services Act”) as set forth in the terms and conditions of this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey as follows:

1. The Mayor and Clerk are hereby authorized to sign an Interlocal Police Services Agreement with the Borough of Hampton in a form acceptable to the Mayor and Borough Attorney
2. A certified copy of this Resolution shall be sent to the Borough of Hampton.
3. This Resolution shall take effect immediately.

ATTEST:


Adam Young

Adam Young
Municipal Clerk


Michele Lee

Michele Lee
Mayor

Certification

I, Adam Young, hereby certify that the foregoing Resolution is a true, complete, and accurate copy of a Resolution adopted by the Council of the Borough of High Bridge at a meeting held on January 2, 2026.



Adam Young

Adam Young, Clerk

INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL SERVICES AGREEMENT made this _____ day of _____, 2025 by and between **THE BOROUGH OF HIGH BRIDGE** ("High Bridge"), a municipal corporation in the County of Hunterdon, State of New Jersey with offices at 97 West Main Street, High Bridge, New Jersey 08829-1003 and **THE BOROUGH OF HAMPTON** ("Hampton"), a municipal corporation in the County of Hunterdon, State of New Jersey with officers at 1 Wells Avenue, PO Box 418, Hampton, NJ 08827.

WITHNESSETH:

WHEREAS, the Borough of Hampton wishes to enter in to an agreement for Animal Control Services; and

WHEREAS, the Borough of High Bridge has Animal Control Services that is qualified and able to provide such services to the Borough of Hampton; and

WHEREAS, the Borough of High Bridge shall provide Animal Control Services as outlined herein; and

WHEREAS, the parties have agreed that High Bridge will provide Animal Control Services to Hampton in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* ("Shared Services Act") as set forth in the terms and conditions of this Agreement; and

WHEREAS, Hampton has approved this Agreement pursuant to **RESOLUTION _____** - and High Bridge has approved this Agreement pursuant to **RESOLUTION 031-2026**.

NOW, THEREFORE, foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

Animal Control: Shall mean the designated employee(s) of the Borough of High Bridge providing animal control services to the Hampton.

Owner: Any person or persons to include property owners and private businesses owners who have shown an interest or permitted their tenants or employees to show interest in a domestic animal by having the domestic animal in their keeping or allowing the domestic animal to remain on their property, or provided food, water, shelter, or veterinary care to a domestic animal for a period of time exceeding 7 days without notifying the municipality or

the municipal animal control agency at the time when the domestic animal was first discovered and requested removal.

Owned Animal: Any animal which the owner is known licensed or not, or has been provided food or shelter or permitted to remain on private property for a time period exceeding 7 days, or has distinguishing ownership markings such as collar, or ear notches commonly seen in TNR cats.

Municipality: Shall refer to the Hampton.

Stray Animal: Any animal with no apparent owner that is observed by the animal control officer to not be fed, sheltered, or otherwise provided care by a person or persons or has not been permitted to remain on private property.

2. Stray Domestic Animal Apprehension and Impoundment

- 2.1. Animal Control shall respond and when possible, impound dogs that are running loose within the borders of the contracting municipality when the animal is in view of the complainant. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
- 2.2. Animal Control shall respond and impound all stray dogs that have been found and confined within the borders of the contracting municipality. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
- 2.3. Animal Control shall respond, impound, and transport to a veterinarian all severely injured stray dogs and cats found within the borders of the contracting municipality.
- 2.4. Animal Control shall respond, impound, and transport to a designated holding facility all dogs under the New Jersey Potentially Dangerous and Vicious Dog Act in conjunction with the Municipal Department of health and local law enforcement.

3. Rabies Quarantine, Testing, and Clinics

- 3.1. At the direction of the local, county, or state Board of Health or Health Officer, Animal Control shall respond and attempt to capture and transport to a local vet or holding facility all non-owned animals involved in a rabies exposure within the borders of the contracting municipality.
- 3.2. Owned animal quarantines and releases shall be the responsibility of the local or county Board of Health or Health officer.
- 3.3. If rabies testing is required, Animal Control shall transport the biting animal to a local veterinarian to be prepared for testing. All costs shall be borne by the Municipality.
- 3.4. Animal Control will transport rabies specimens to local and county health offices for transport or utilize the state courier. All costs shall be borne by the Municipality.
- 3.5. Animal Control will not transport rabies specimens to State Health offices, unless an emergency exists and the laboratory is open.

3.6. Setting up and staffing Rabies Clinics shall be the responsibility of the Municipality.

4. Wildlife

- 4.1. Animal Control shall respond, attempt to capture, or have destroyed all wildlife that has bitten any human or companion animal within the borders of the municipality. The biting animal's remains will be transported to a veterinarian to be prepared for rabies testing.
- 4.2. Municipal Law Enforcement will determine the need to destroy any suspect animal.
- 4.3. Animal Control shall respond, attempt to remove, capture, release, or have destroyed all small wildlife that the Animal Control Officer feels is sick or injured, or has entered and is occupying the immediate living space of a residence. Examples of areas not considered immediate living spaces are but not limited to attic, basement, crawlspace, chimneys, walls, ductwork, roofs, garages, out buildings, commercial property, trash cans, traps, trees, front or back porches, dumpsters, or any other property that is not inhabited. All other wild animal issues will be considered nuisance wildlife.
- 4.4. Wild animals injured due to a resident's or their representative's carelessness or deliberate actions shall cause for Animal Control to contact a Wildlife rehab or New Jersey State Fish and Game. Animal Control shall be responsible for transport of the animal to the rehab or other state approved location. This includes but is not limited to trapping, snaring, poisoning, cutting down trees habited by wildlife, sealing up wildlife dens or holes wildlife has created to access living areas, and improper exclusion.
- 4.5. All Deer, Bear, Bob Cat, Coyotes, birds covered under the US Migratory Bird Act, exotic animals under the NJ Department of Environmental Protection and Snakes incidents are regulated by New Jersey Department of Fish and Game, department of Wildlife Conservation. Residents with issues with these animals shall be directed to contact them for assistance.
- 4.6. Under NJ Wildlife Conservation Guidelines wildlife cannot be removed from a property unless it has caused over \$500 worth of property damage. Certain species of wildlife are protected under state statute and cannot be removed unless it poses a threat of immediate danger. Other species are protected during certain times of the year and cannot be removed during those times for any reason. Residents shall be directed to call NJ Fish and Game Department of Wildlife Conservation prior to removing or trapping any wild animal. Callers shall be informed that nuisance wildlife is not covered under this contract and they will be solely responsible for all costs in the removing or exclusion of nuisance wildlife.
- 4.7. Removing dead wildlife from public lands and roadways shall be the responsibility of the Municipality.
- 4.8. For Contractual purposes all Wild Birds shall be considered Wildlife and restrictions listed above shall also apply to them.

5. Livestock

- 5.1. Animal Control will respond to incidents regarding stray Livestock when the animal is in view of the complainant and the owner is not known.

- 5.2. If unable to locate owner, Animal Control may attempt to capture and transport all stray livestock to a holding farm only if the farm is available. This service can be limited due to the size of animals and the availability of a farm capable of housing animals. If a farm is unavailable the Municipality may request temporary holding of the stray livestock at another location through the New Jersey Department of Agriculture.
- 5.3. Sick, Injured, or Dead livestock shall be the responsibility of the owner. If the owner is unknown, it shall be the responsibility of the Municipality.

6. Court, Ordinance and Law Violations

- 6.1. It shall be the sole discretion of Animal Control to issue summons to residents who the ACO feels violated local animal ordinances.
- 6.2. If Animal Control issues a summons the ACO will attend all court meetings.
- 6.3. If tickets are required or mandated by the municipality all time will be charged under **Section 11 Fees** of this contract.

7. Animal Cruelty

- 7.1. Animal Control shall forward all animal cruelty complaints to the municipal Humane Law Enforcement Officer. The Humane Law Enforcement Officer will handle the complaint from that time forward. Responding to animal cruelty incidents will be the responsibility of the Municipal Humane Law Enforcement Officer, the County Prosecutors Office, and the designated County SPCA under state statute. Under NJ Statute the designated County SPCA is responsible for the care of all animals seized under the animal cruelty statutes. If the designated County SPCA is unavailable, Animal Control can help in transporting the dogs and cats that are seized if approved by the municipality and the holding facility. Animal Control is not obligated to provide care for animals that have been seized or held under the animal cruelty. This includes proving food and water to animals that reside on any property.
- 7.2. Typical Animal Cruelty Incidents include but are not limited to:
 - 7.2.1. Animal hoarding: Animal hoarding is defined as any abundance of animals that exceeds normal ownership and is adverse to the health of the occupant of the home, to the animal, or to the residents of the municipality. N.J.S.A. 4:22-17.8
 - 7.2.2. Animal Abandonment: Animal abandonment is defined as any owned animal left behind or permitting an animal to be abandoned in circumstances that can cause harm to the animal if not attended. A common example is an animal left behind during a property eviction. N.J.S.A. 4:22-20
 - 7.2.3. Failure to provide shelter / Tethering Law: Tethering an animal for an extended period of time or failure to provide an animal with proper shelter if outside during adverse conditions. N.J.S.A. 4:22-17.2, N.J.S.A. 4:22-17.5
 - 7.2.4. Leaving an animal in a motor vehicle or transporting an animal in an unsafe manner. N.J.S.A. 4:22-18

8. Owned Animal Incidents

- 8.1. Notwithstanding the New Jersey Vicious and Potentially Dangerous Dog Act N.J.S.A. 4:19-17, it is expressly agreed, Animal Control does not have the statutory authority to seize or impound owned animals from their owner's property or property that they reside at without the owner's permission. This includes but is not limited to situations where the owner is evicted, arrested, or hospitalized. If the owner is unable to take care of their animal they need to make arrangements with another party for the care of their animals. Upon request Animal Control will provide a list of rescue organizations that may temporarily house the animal. If no rescue is available the owner will be forwarded to a boarding facility. If the owner refuses or is otherwise unable to find suitable housing for their animal the situation will fall under animal cruelty and Animal Control will notify the Municipal Humane Law Enforcement Officer for direction.
- 8.2. Animal Control is not responsible for responding to owned animal housing incidents except to help the law enforcement officers in transporting the dogs and cats they seize to the designated holding facility. In the event of the owner's arrest, or hospitalization where they are occupying a motor vehicle with their pet Animal Control shall transport the pet to a designated holding facility. As applicable by law upon taking the animal the municipality shall send a certified letter to the owner advising them that they have at least 7 days to claim or have someone claim the animal(s) from the designated holding facility. If the time limit has elapsed the incident shall be considered animal abandonment under the animal cruelty statutes. Therefore, the case will be transferred to the Municipal Humane Law Enforcement officer for direction.
 - 8.2.1. The event of the owner's arrest or hospitalization at their residential property the animal should remain on the property if another party resides at the same residents. If no other person resides at the property the animal may remain alone at the owner's property for a period not to exceed 24 hours unless the property is deemed by the Humane Law Enforcement Officer to have hazardous living conditions. This guards against unreasonable seizures in the event the owner is released within a safe time period. If the time frame exceeds 24 hours the Municipal Humane Law Enforcement Officer or County Prosecutors Office should seize the dog or cat under the animal cruelty laws for their well-being.
 - 8.2.2. In the event of an eviction a signed copy of a fully executed eviction warrant (Warrant of Removal) should be provided to the Municipal Humane Law Enforcement Officer by the person requesting said eviction prior to the removal of the animal. The Municipal Humane Law Enforcement Officer or County Prosecutors office should contact the owner of the animal(s) and arrange a time for them to take custody of the animal. If the owner is unwilling or unable to claim their animal it would be considered animal abandonment under the animal cruelty statutes and the animal(s) should be removed and taken to the designated county SPCA. If the municipality or County Prosecutors office requests the removal of animal(s) and transport to a holding facility they must provide a copy of the executed warrant of removal to Animal Control prior to any employee of Animal Control entering the premises and removing the animal.

- 8.2.3. In the event of the owner's death any relatives, partners, executors, or roommates should be responsible for the care of the animal. Animals are considered property and are part of the estate. If there is no one able to care for the animal then the Municipal Humane Law Enforcement Officer or County Prosecutors office should seize the animal(s) for their well-being until a responsible party is located.
- 8.2.4. Under N.J.S.A. 4:22-48.2 any fees incurred due to seizing animals under the animal cruelty statutes by the Humane Law Enforcement Officer or County Prosecutor's Office can be recovered through the court. It is highly recommended that the municipality pursue ordinances that allow liens to be placed on monetary property of violators. It is also recommended that the municipality designate all fines received under the animal cruelty statutes to enter into the municipal animal welfare fund.

9. Reports and Meetings

- 9.1. It is expressly understood that Animal Control will not keep reports nor is the keeper of records. Any requested report of Animal Control incidents may be obtained by contacting the local law enforcement and requesting Computer-aided Dispatch. Animal Intake and outcome reports maybe provided by contacting the licensed holding facility in accordance with N.J.A.C. 8:23A-1.12.
- 9.2. Any requests from the municipality for Animal Control to attend any meetings to include committee or Board of Health shall be billed in accordance with **Section 11 Fees** of this contract.
- 9.3. Animal control shall provide quarterly reports to Clerk outlining service calls to the Municipality.

10. Other

- 10.1. Emergency Disaster Response During a "State of Emergency" under the direction of the municipality and Emergency Management Coordinator Animal Control shall attempt rescue and transport all displaced and injured animals to a holding facility designated by the municipality. Animal Control shall be classified by the County OEM coordinator as a first responder prior to responding to an incident during a "State of Emergency". Due to the emergent disposition of these events, Animal Control reserves the right to prioritize requests for assistance. During major incidents the municipality shall request support from the County Animal Emergency Response Team. If under an emergency fuel ration the municipality shall permit Animal Control to refuel at their municipal fuel depot if they require Animal Control to respond to incidents during that time.
- 10.2. Due to the scope of work, legality, and unpredictability of handling domestic and wild animals there maybe requests that Animal Control may not be able to perform such as rescuing an animal when the act of rescuing it puts human life in danger. Examples of this are but are not limited to rescuing animals from trees, roofs of structures, in swift moving or deep water, areas which require climbing or rappelling, or areas which are inaccessible without causing damage or harm to person

or property. For these types of incidents Animal Control will direct the Municipality to contact the County Animal Emergency Response Team who has the equipment to rescue the animal safely. Animal Control shall make a reasonable attempt to handle all contractual obligations within reasonable means.

11. Fees

- 11.1. Regular business hours will be provided for as the Borough of High Bridge Department of Public Works schedule (7am-2:30pm), Monday thru Friday excluding holidays. Any calls are calculated from the time a service call is first placed until resolution rounding up to half hour increments. Minimum service call fees outlined below are billed hourly, once the minimum call out is exceeded. Municipality will be invoiced monthly for such fees.
 - i. Monthly charge \$ 250.00 to be billed quarterly.
 - ii. After Hours (Monday-Saturday) \$80 per call out.
 - iii. After Hours (Sunday / Holidays) \$160 per call out.
 - iv. Additional fees incurred by any outside service provider, i.e. veterinarian, animal hospital, etc. will be billed directly to the contracting municipality per a separate contract not involving High Bridge.

12. Term

This Agreement shall be effective upon both High Bridge and Hampton adopting authorizing Resolutions until terminated as outlined in this agreement. Such agreement will remain effective for three (3) months, which automatically renews four (4) consecutive times not to exceed **December 31, 2026**. The parties may agree in writing to renew this Agreement thirty (30) days prior to this expiration of its initial term on an annual basis. If not notified in advance of such expiration, a full month will be billed.

14. Indemnification

Hampton shall not be liable for any negligent, reckless or intentional acts or omissions of High Bridge and High Bridge shall indemnify defend and hold Hampton harmless from all losses, injuries or damage caused by the negligent, reckless or intentional acts or omission of High Bridge or any of its respective employees or independent contractors in rendering animal control services including any allegations against Hampton arising out of the provision of animal control services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against Hampton incident to such neglect, reckless or intentional acts or omissions.

15. Insurance

- 15.1. Final approval of this Agreement by High Bridge and Hampton is subject to High Bridge's obtaining insurance coverage which shall include, without limitation, liability, comprehensive general liability, automobile liability, errors and omissions

and workers compensation with limits and deductibles in the following minimum amount of \$2,000,000.00 in which Hampton is named as additional insured.

15.2. High Bridge will cause Hampton to be named as an additional insured on all of the above policies on a primary, non-contributory basis.

16. Applicable Law

Each party shall comply with all applicable laws pertaining to the provisions of animal control services including, without limitation to the Uniformed Shared Services and Consolidation Act, N.J.S.A 40A:65-1 et seq.

17. Termination

Either party may terminate this Agreement for any reason provided that the party seeking the termination provides thirty (30) days written notice in advance of the date of the termination.

18. Remedies

In the event either party defaults in the performance of any of its obligations under this Agreement and following thirty (30) days prior written notice and an opportunity to cure within such time period, the non-defaulting party shall be entitled to all remedies available to at law or equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonable be cured within such time period, providing the defaulting party is using reasonable, diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs an expense, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate this Agreement.

19. Choice of Law and Dispute Resolution

19.1. Any dispute arising under this Agreement shall be resolved in accordance with the terms below:

- i. All remedies provided elsewhere in this Agreement to resolve disputes, claims and protests shall be exhausted.
- ii. Prior to litigation, High Bridge and Hampton shall endeavor to settle disputes by mediation in accordance with the current mediation rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association.
- iii. Nothing herein shall be construed to prevent High Bridge and Hampton from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

20. Entire Agreement

This Agreement represents the entire agreement between the parties and may not be supplemented, amended or revised unless in writing and signed by the parties to the original agreement.

21. Severability

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

22. Waiver

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant or conditions at any other 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.

ATTEST:



Adam Young
Municipal Clerk



Michele Lee
Mayor

By: _____

Clerk / Secretary

Mayor / Officer

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

BOROUGH OF BLOOMSBURY INTERLOCAL ANIMAL CONTROL AGREEMENT

RESOLUTION: 032-2026

ADOPTED: 01/02/2026

WHEREAS, the Borough of Bloomsbury wishes to enter in to an agreement for Animal Control Services; and

WHEREAS, the Borough of High Bridge has Animal Control Services that is qualified and able to provide such services to the Borough of Bloomsbury; and

WHEREAS, the Borough of High Bridge shall provide Animal Control Services as outlined in the Interlocal Services Agreement (Appendix A); and

WHEREAS, the parties have agree that High Bridge will provide Animal Control Services to Bloomsbury in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* (“Shared Services Act”) as set forth in the terms and conditions of this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey as follows:

1. The Mayor and Clerk are hereby authorized to sign an Interlocal Police Services Agreement with the Borough of Bloomsbury in a form acceptable to the Mayor and Borough Attorney
2. A certified copy of this Resolution shall be sent to the Borough of Bloomsbury.
3. This Resolution shall take effect immediately.

ATTEST:


Adam Young

Adam Young
Municipal Clerk


Michele Lee

Michele Lee
Mayor

Certification

I, Adam Young, hereby certify that the foregoing Resolution is a true, complete, and accurate copy of a Resolution adopted by the Council of the Borough of High Bridge at a meeting held on January 2, 2026.



Adam Young, Clerk

INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL SERVICES AGREEMENT made this _____ day of _____, 2025 by and between **THE BOROUGH OF HIGH BRIDGE** ("High Bridge"), a municipal corporation in the County of Hunterdon, State of New Jersey with offices at 97 West Main Street, High Bridge, New Jersey 08829-1003 and **THE BOROUGH OF BLOOMSBURY** ("Bloomsbury"), a municipal corporation in the County of Hunterdon, State of New Jersey with officers at 91 Brunswick Avenue, Bloomsbury, NJ 08804.

WITHNESSETH:

WHEREAS, the Borough of Bloomsbury wishes to enter in to an agreement for Animal Control Services; and

WHEREAS, the Borough of High Bridge has Animal Control Services that is qualified and able to provide such services to the Borough of Bloomsbury; and

WHEREAS, the Borough of High Bridge shall provide Animal Control Services as outlined herein; and

WHEREAS, the parties have agreed that High Bridge will provide Animal Control Services to Bloomsbury in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* ("Shared Services Act") as set forth in the terms and conditions of this Agreement; and

WHEREAS, Bloomsbury has approved this Agreement pursuant to **RESOLUTION _____** and High Bridge has approved this Agreement pursuant to **RESOLUTION 032-2026**.

NOW, THEREFORE, foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

Animal Control: Shall mean the designated employee(s) of the Borough of High Bridge providing animal control services to the Bloomsbury.

Owner: Any person or persons to include property owners and private businesses owners who have shown an interest or permitted their tenants or employees to show interest in a domestic animal by having the domestic animal in their keeping or allowing the domestic animal to remain on their property, or provided food, water, shelter, or veterinary care to a domestic animal for a period of time exceeding 7 days without notifying the municipality or

the municipal animal control agency at the time when the domestic animal was first discovered and requested removal.

Owned Animal: Any animal which the owner is known licensed or not, or has been provided food or shelter or permitted to remain on private property for a time period exceeding 7 days, or has distinguishing ownership markings such as collar, or ear notches commonly seen in TNR cats.

Municipality: Shall refer to the Bloomsbury.

Stray Animal: Any animal with no apparent owner that is observed by the animal control officer to not be fed, sheltered, or otherwise provided care by a person or persons or has not been permitted to remain on private property.

2. Stray Domestic Animal Apprehension and Impoundment

- 2.1. Animal Control shall respond and when possible, impound dogs that are running loose within the borders of the contracting municipality when the animal is in view of the complainant. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
- 2.2. Animal Control shall respond and impound all stray dogs that have been found and confined within the borders of the contracting municipality. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
- 2.3. Animal Control shall respond, impound, and transport to a veterinarian all severely injured stray dogs and cats found within the borders of the contracting municipality.
- 2.4. Animal Control shall respond, impound, and transport to a designated holding facility all dogs under the New Jersey Potentially Dangerous and Vicious Dog Act in conjunction with the Municipal Department of health and local law enforcement.

3. Rabies Quarantine, Testing, and Clinics

- 3.1. At the direction of the local, county, or state Board of Health or Health Officer, Animal Control shall respond and attempt to capture and transport to a local vet or holding facility all non-owned animals involved in a rabies exposure within the borders of the contracting municipality.
- 3.2. Owned animal quarantines and releases shall be the responsibility of the local or county Board of Health or Health officer.
- 3.3. If rabies testing is required, Animal Control shall transport the biting animal to a local veterinarian to be prepared for testing. All costs shall be borne by the Municipality.
- 3.4. Animal Control will transport rabies specimens to local and county health offices for transport or utilize the state courier. All costs shall be borne by the Municipality.
- 3.5. Animal Control will not transport rabies specimens to State Health offices, unless an emergency exists and the laboratory is open.

3.6. Setting up and staffing Rabies Clinics shall be the responsibility of the Municipality.

4. Wildlife

- 4.1. Animal Control shall respond, attempt to capture, or have destroyed all wildlife that has bitten any human or companion animal within the borders of the municipality. The biting animal's remains will be transported to a veterinarian to be prepared for rabies testing.
- 4.2. Municipal Law Enforcement will determine the need to destroy any suspect animal.
- 4.3. Animal Control shall respond, attempt to remove, capture, release, or have destroyed all small wildlife that the Animal Control Officer feels is sick or injured, or has entered and is occupying the immediate living space of a residence. Examples of areas not considered immediate living spaces are but not limited to attic, basement, crawlspace, chimneys, walls, ductwork, roofs, garages, out buildings, commercial property, trash cans, traps, trees, front or back porches, dumpsters, or any other property that is not inhabited. All other wild animal issues will be considered nuisance wildlife.
- 4.4. Wild animals injured due to a resident's or their representative's carelessness or deliberate actions shall cause for Animal Control to contact a Wildlife rehab or New Jersey State Fish and Game. Animal Control shall be responsible for transport of the animal to the rehab or other state approved location. This includes but is not limited to trapping, snaring, poisoning, cutting down trees habited by wildlife, sealing up wildlife dens or holes wildlife has created to access living areas, and improper exclusion.
- 4.5. All Deer, Bear, Bob Cat, Coyotes, birds covered under the US Migratory Bird Act, exotic animals under the NJ Department of Environmental Protection and Snakes incidents are regulated by New Jersey Department of Fish and Game, department of Wildlife Conservation. Residents with issues with these animals shall be directed to contact them for assistance.
- 4.6. Under NJ Wildlife Conservation Guidelines wildlife cannot be removed from a property unless it has caused over \$500 worth of property damage. Certain species of wildlife are protected under state statute and cannot be removed unless it poses a threat of immediate danger. Other species are protected during certain times of the year and cannot be removed during those times for any reason. Residents shall be directed to call NJ Fish and Game Department of Wildlife Conservation prior to removing or trapping any wild animal. Callers shall be informed that nuisance wildlife is not covered under this contract and they will be solely responsible for all costs in the removing or exclusion of nuisance wildlife.
- 4.7. Removing dead wildlife from public lands and roadways shall be the responsibility of the Municipality.
- 4.8. For Contractual purposes all Wild Birds shall be considered Wildlife and restrictions listed above shall also apply to them.

5. Livestock

- 5.1. Animal Control will respond to incidents regarding stray Livestock when the animal is in view of the complainant and the owner is not known.

- 5.2. If unable to locate owner, Animal Control may attempt to capture and transport all stray livestock to a holding farm only if the farm is available. This service can be limited due to the size of animals and the availability of a farm capable of housing animals. If a farm is unavailable the Municipality may request temporary holding of the stray livestock at another location through the New Jersey Department of Agriculture.
- 5.3. Sick, Injured, or Dead livestock shall be the responsibility of the owner. If the owner is unknown, it shall be the responsibility of the Municipality.

6. Court, Ordinance and Law Violations

- 6.1. It shall be the sole discretion of Animal Control to issue summons to residents who the ACO feels violated local animal ordinances.
- 6.2. If Animal Control issues a summons the ACO will attend all court meetings.
- 6.3. If tickets are required or mandated by the municipality all time will be charged under **Section 11 Fees** of this contract.

7. Animal Cruelty

- 7.1. Animal Control shall forward all animal cruelty complaints to the municipal Humane Law Enforcement Officer. The Humane Law Enforcement Officer will handle the complaint from that time forward. Responding to animal cruelty incidents will be the responsibility of the Municipal Humane Law Enforcement Officer, the County Prosecutors Office, and the designated County SPCA under state statute. Under NJ Statute the designated County SPCA is responsible for the care of all animals seized under the animal cruelty statutes. If the designated County SPCA is unavailable, Animal Control can help in transporting the dogs and cats that are seized if approved by the municipality and the holding facility. Animal Control is not obligated to provide care for animals that have been seized or held under the animal cruelty. This includes proving food and water to animals that reside on any property.
- 7.2. Typical Animal Cruelty Incidents include but are not limited to:
 - 7.2.1. Animal hoarding: Animal hoarding is defined as any abundance of animals that exceeds normal ownership and is adverse to the health of the occupant of the home, to the animal, or to the residents of the municipality. N.J.S.A. 4:22-17.8
 - 7.2.2. Animal Abandonment: Animal abandonment is defined as any owned animal left behind or permitting an animal to be abandoned in circumstances that can cause harm to the animal if not attended. A common example is an animal left behind during a property eviction. N.J.S.A. 4:22-20
 - 7.2.3. Failure to provide shelter / Tethering Law: Tethering an animal for an extended period of time or failure to provide an animal with proper shelter if outside during adverse conditions. N.J.S.A. 4:22-17.2, N.J.S.A. 4:22-17.5
 - 7.2.4. Leaving an animal in a motor vehicle or transporting an animal in an unsafe manner. N.J.S.A. 4:22-18

8. Owned Animal Incidents

- 8.1. Notwithstanding the New Jersey Vicious and Potentially Dangerous Dog Act N.J.S.A. 4:19-17, it is expressly agreed, Animal Control does not have the statutory authority to seize or impound owned animals from their owner's property or property that they reside at without the owner's permission. This includes but is not limited to situations where the owner is evicted, arrested, or hospitalized. If the owner is unable to take care of their animal they need to make arrangements with another party for the care of their animals. Upon request Animal Control will provide a list of rescue organizations that may temporarily house the animal. If no rescue is available the owner will be forwarded to a boarding facility. If the owner refuses or is otherwise unable to find suitable housing for their animal the situation will fall under animal cruelty and Animal Control will notify the Municipal Humane Law Enforcement Officer for direction.
- 8.2. Animal Control is not responsible for responding to owned animal housing incidents except to help the law enforcement officers in transporting the dogs and cats they seize to the designated holding facility. In the event of the owner's arrest, or hospitalization where they are occupying a motor vehicle with their pet Animal Control shall transport the pet to a designated holding facility. As applicable by law upon taking the animal the municipality shall send a certified letter to the owner advising them that they have at least 7 days to claim or have someone claim the animal(s) from the designated holding facility. If the time limit has elapsed the incident shall be considered animal abandonment under the animal cruelty statutes. Therefore, the case will be transferred to the Municipal Humane Law Enforcement officer for direction.
 - 8.2.1. The event of the owner's arrest or hospitalization at their residential property the animal should remain on the property if another party resides at the same residents. If no other person resides at the property the animal may remain alone at the owner's property for a period not to exceed 24 hours unless the property is deemed by the Humane Law Enforcement Officer to have hazardous living conditions. This guards against unreasonable seizures in the event the owner is released within a safe time period. If the time frame exceeds 24 hours the Municipal Humane Law Enforcement Officer or County Prosecutors Office should seize the dog or cat under the animal cruelty laws for their well-being.
 - 8.2.2. In the event of an eviction a signed copy of a fully executed eviction warrant (Warrant of Removal) should be provided to the Municipal Humane Law Enforcement Officer by the person requesting said eviction prior to the removal of the animal. The Municipal Humane Law Enforcement Officer or County Prosecutors office should contact the owner of the animal(s) and arrange a time for them to take custody of the animal. If the owner is unwilling or unable to claim their animal it would be considered animal abandonment under the animal cruelty statutes and the animal(s) should be removed and taken to the designated county SPCA. If the municipality or County Prosecutors office requests the removal of animal(s) and transport to a holding facility they must provide a copy of the executed warrant of removal to Animal Control prior to any employee of Animal Control entering the premises and removing the animal.

- 8.2.3. In the event of the owner's death any relatives, partners, executors, or roommates should be responsible for the care of the animal. Animals are considered property and are part of the estate. If there is no one able to care for the animal then the Municipal Humane Law Enforcement Officer or County Prosecutors office should seize the animal(s) for their well-being until a responsible party is located.
- 8.2.4. Under N.J.S.A. 4:22-48.2 any fees incurred due to seizing animals under the animal cruelty statutes by the Humane Law Enforcement Officer or County Prosecutor's Office can be recovered through the court. It is highly recommended that the municipality pursue ordinances that allow liens to be placed on monetary property of violators. It is also recommended that the municipality designate all fines received under the animal cruelty statutes to enter into the municipal animal welfare fund.

9. Reports and Meetings

- 9.1. It is expressly understood that Animal Control will not keep reports nor is the keeper of records. Any requested report of Animal Control incidents may be obtained by contacting the local law enforcement and requesting Computer-aided Dispatch. Animal Intake and outcome reports maybe provided by contacting the licensed holding facility in accordance with N.J.A.C. 8:23A-1.12.
- 9.2. Any requests from the municipality for Animal Control to attend any meetings to include committee or Board of Health shall be billed in accordance with **Section 11 Fees** of this contract.
- 9.3. Animal control shall provide quarterly reports to Clerk outlining service calls to the Municipality.

10. Other

- 10.1. Emergency Disaster Response During a "State of Emergency" under the direction of the municipality and Emergency Management Coordinator Animal Control shall attempt rescue and transport all displaced and injured animals to a holding facility designated by the municipality. Animal Control shall be classified by the County OEM coordinator as a first responder prior to responding to an incident during a "State of Emergency". Due to the emergent disposition of these events, Animal Control reserves the right to prioritize requests for assistance. During major incidents the municipality shall request support from the County Animal Emergency Response Team. If under an emergency fuel ration the municipality shall permit Animal Control to refuel at their municipal fuel depot if they require Animal Control to respond to incidents during that time.
- 10.2. Due to the scope of work, legality, and unpredictability of handling domestic and wild animals there maybe requests that Animal Control may not be able to perform such as rescuing an animal when the act of rescuing it puts human life in danger. Examples of this are but are not limited to rescuing animals from trees, roofs of structures, in swift moving or deep water, areas which require climbing or rappelling, or areas which are inaccessible without causing damage or harm to person

or property. For these types of incidents Animal Control will direct the Municipality to contact the County Animal Emergency Response Team who has the equipment to rescue the animal safely. Animal Control shall make a reasonable attempt to handle all contractual obligations within reasonable means.

11. Fees

- 11.1. Regular business hours will be provided for as the Borough of High Bridge Department of Public Works schedule (7am-2:30pm), Monday thru Friday excluding holidays. Any calls are calculated from the time a service call is first placed until resolution rounding up to half hour increments. Minimum service call fees outlined below are billed hourly, once the minimum call out is exceeded. Municipality will be invoiced monthly for such fees.
 - i. Monthly charge \$ 100.00 to be billed quarterly.
 - ii. After Hours (Monday-Saturday) \$80 per call out.
 - iii. After Hours (Sunday / Holidays) \$160 per call out.
 - iv. Additional fees incurred by any outside service provider, i.e. veterinarian, animal hospital, etc. will be billed directly to the contracting municipality per a separate contract not involving High Bridge.

12. Term

This Agreement shall be effective upon both High Bridge and Hamp Bloomsbury ton adopting authorizing Resolutions until terminated as outlined in this agreement. Such agreement will remain effective for three (3) months, which automatically renews four (4) consecutive times not to exceed **December 31, 2026**. The parties may agree in writing to renew this Agreement thirty (30) days prior to this expiration of its initial term on an annual basis. If not notified in advance of such expiration, a full month will be billed.

14. Indemnification

Bloomsbury shall not be liable for any negligent, reckless or intentional acts or omissions of High Bridge and High Bridge shall indemnify defend and hold Bloomsbury harmless form all losses, injuries or damage caused by the negligent, reckless or intentional acts or omission of High Bridge or any of its respective employees or independent contractors in rendering animal control services including any allegations against Bloomsbury arising out of the provision of animal control services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against Bloomsbury incident to such neglect, reckless or intentional acts or omissions.

15. Insurance

- 15.1. Final approval of this Agreement by High Bridge and Bloomsbury is subject to High Bridge's obtaining insurance coverage which shall include, without limitation, liability, comprehensive general liability, automobile liability, errors and omissions

and workers compensation with limits and deductibles in the following minimum amount of \$2,000,000.00 in which Bloomsbury is named as additional insured.

15.2. High Bridge will cause Bloomsbury to be named as an additional insured on all of the above policies on a primary, non-contributory basis.

16. Applicable Law

Each party shall comply with all applicable laws pertaining to the provisions of animal control services including, without limitation to the Uniformed Shared Services and Consolidation Act, N.J.S.A 40A:65-1 et seq.

17. Termination

Either party may terminate this Agreement for any reason provided that the party seeking the termination provides thirty (30) days written notice in advance of the date of the termination.

18. Remedies

In the event either party defaults in the performance of any of its obligations under this Agreement and following thirty (30) days prior written notice and an opportunity to cure within such time period, the non-defaulting party shall be entitled to all remedies available to at law or equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonable be cured within such time period, providing the defaulting party is using reasonable, diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs an expense, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate this Agreement.

19. Choice of Law and Dispute Resolution

19.1. Any dispute arising under this Agreement shall be resolved in accordance with the terms below:

- i. All remedies provided elsewhere in this Agreement to resolve disputes, claims and protests shall be exhausted.
- ii. Prior to litigation, High Bridge and Bloomsbury shall endeavor to settle disputes by mediation in accordance with the current mediation rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association.
- iii. Nothing herein shall be construed to prevent High Bridge and Bloomsbury from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

20. Entire Agreement

This Agreement represents the entire agreement between the parties and may not be supplemented, amended or revised unless in writing and signed by the parties to the original agreement.

21. Severability

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

22. Waiver

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant or conditions at any other 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.

ATTEST:



Adam Young
Municipal Clerk



Michele Lee
Mayor

By: _____

Clerk / Secretary

Mayor / Officer

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

TOWN OF CLINTON INTERLOCAL ANIMAL CONTROL AGREEMENT

RESOLUTION: 033-2026

ADOPTED: 01/02/2026

WHEREAS, the Town of Clinton wishes to enter in to an agreement for Animal Control Services; and

WHEREAS, the Borough of High Bridge has Animal Control Services that is qualified and able to provide such services to the Town of Clinton; and

WHEREAS, the Borough of High Bridge shall provide Animal Control Services as outlined in the Interlocal Services Agreement (Appendix A); and

WHEREAS, the parties have agree that High Bridge will provide Animal Control Services to Clinton in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* (“Shared Services Act”) as set forth in the terms and conditions of this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey as follows:

1. The Mayor and Clerk are hereby authorized to sign an Interlocal Police Services Agreement with the Town of Clinton in a form acceptable to the Mayor and Borough Attorney
2. A certified copy of this Resolution shall be sent to the Town of Clinton.
3. This Resolution shall take effect immediately.

ATTEST:



Adam Young
Municipal Clerk



Michele Lee
Mayor

Certification

I, Adam Young, hereby certify that the foregoing Resolution is a true, complete, and accurate copy of a Resolution adopted by the Council of the Borough of High Bridge at a meeting held on January 2, 2026.



Adam Young, Clerk

INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL SERVICES AGREEMENT made this _____ day of _____, 2025 by and between **THE BOROUGH OF HIGH BRIDGE** ("High Bridge"), a municipal corporation in the County of Hunterdon, State of New Jersey with offices at 97 West Main Street, High Bridge, New Jersey 08829-1003 and **THE TOWN OF CLINTON** ("Clinton"), a municipal corporation in the County of Hunterdon, State of New Jersey with officers at 43 Leigh Street, Clinton, NJ 08809.

WITHNESSETH:

WHEREAS, the Town of Clinton wishes to enter in to an agreement for Animal Control Services; and

WHEREAS, the Borough of High Bridge has Animal Control Services that is qualified and able to provide such services to the Town of Clinton; and

WHEREAS, the Borough of High Bridge shall provide Animal Control Services as outlined herein; and

WHEREAS, the parties have agreed that High Bridge will provide Animal Control Services to Clinton in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* ("Shared Services Act") as set forth in the terms and conditions of this Agreement; and

WHEREAS, Clinton has approved this Agreement pursuant to **RESOLUTION** _____ - and High Bridge has approved this Agreement pursuant to **RESOLUTION 033-2026**.

NOW, THEREFORE, foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

Animal Control: Shall mean the designated employee(s) of the Borough of High Bridge providing animal control services to the Town of Clinton.

Owner: Any person or persons to include property owners and private businesses owners who have shown an interest or permitted their tenants or employees to show interest in a domestic animal by having the domestic animal in their keeping or allowing the domestic animal to remain on their property, or provided food, water, shelter, or veterinary care to a domestic animal for a period of time exceeding 7 days without notifying the municipality or

the municipal animal control agency at the time when the domestic animal was first discovered and requested removal.

Owned Animal: Any animal which the owner is known licensed or not, or has been provided food or shelter or permitted to remain on private property for a time period exceeding 7 days, or has distinguishing ownership markings such as collar, or ear notches commonly seen in TNR cats.

Municipality: Shall refer to the Clinton.

Stray Animal: Any animal with no apparent owner that is observed by the animal control officer to not be fed, sheltered, or otherwise provided care by a person or persons or has not been permitted to remain on private property.

2. Stray Domestic Animal Apprehension and Impoundment

- 2.1. Animal Control shall respond and when possible, impound dogs that are running loose within the borders of the contracting municipality when the animal is in view of the complainant. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
- 2.2. Animal Control shall respond and impound all stray dogs that have been found and confined within the borders of the contracting municipality. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
- 2.3. Animal Control shall respond, impound, and transport to a veterinarian all severely injured stray dogs and cats found within the borders of the contracting municipality.
- 2.4. Animal Control shall respond, impound, and transport to a designated holding facility all dogs under the New Jersey Potentially Dangerous and Vicious Dog Act in conjunction with the Municipal Department of health and local law enforcement.

3. Rabies Quarantine, Testing, and Clinics

- 3.1. At the direction of the local, county, or state Board of Health or Health Officer, Animal Control shall respond and attempt to capture and transport to a local vet or holding facility all non-owned animals involved in a rabies exposure within the borders of the contracting municipality.
- 3.2. Owned animal quarantines and releases shall be the responsibility of the local or county Board of Health or Health officer.
- 3.3. If rabies testing is required, Animal Control shall transport the biting animal to a local veterinarian to be prepared for testing. All costs shall be borne by the Municipality.
- 3.4. Animal Control will transport rabies specimens to local and county health offices for transport or utilize the state courier. All costs shall be borne by the Municipality.
- 3.5. Animal Control will not transport rabies specimens to State Health offices, unless an emergency exists and the laboratory is open.

3.6. Setting up and staffing Rabies Clinics shall be the responsibility of the Municipality.

4. Wildlife

- 4.1. Animal Control shall respond, attempt to capture, or have destroyed all wildlife that has bitten any human or companion animal within the borders of the municipality. The biting animal's remains will be transported to a veterinarian to be prepared for rabies testing.
- 4.2. Municipal Law Enforcement will determine the need to destroy any suspect animal.
- 4.3. Animal Control shall respond, attempt to remove, capture, release, or have destroyed all small wildlife that the Animal Control Officer feels is sick or injured, or has entered and is occupying the immediate living space of a residence. Examples of areas not considered immediate living spaces are but not limited to attic, basement, crawlspace, chimneys, walls, ductwork, roofs, garages, out buildings, commercial property, trash cans, traps, trees, front or back porches, dumpsters, or any other property that is not inhabited. All other wild animal issues will be considered nuisance wildlife.
- 4.4. Wild animals injured due to a resident's or their representative's carelessness or deliberate actions shall cause for Animal Control to contact a Wildlife rehab or New Jersey State Fish and Game. Animal Control shall be responsible for transport of the animal to the rehab or other state approved location. This includes but is not limited to trapping, snaring, poisoning, cutting down trees habited by wildlife, sealing up wildlife dens or holes wildlife has created to access living areas, and improper exclusion.
- 4.5. All Deer, Bear, Bob Cat, Coyotes, birds covered under the US Migratory Bird Act, exotic animals under the NJ Department of Environmental Protection and Snakes incidents are regulated by New Jersey Department of Fish and Game, department of Wildlife Conservation. Residents with issues with these animals shall be directed to contact them for assistance.
- 4.6. Under NJ Wildlife Conservation Guidelines wildlife cannot be removed from a property unless it has caused over \$500 worth of property damage. Certain species of wildlife are protected under state statute and cannot be removed unless it poses a threat of immediate danger. Other species are protected during certain times of the year and cannot be removed during those times for any reason. Residents shall be directed to call NJ Fish and Game Department of Wildlife Conservation prior to removing or trapping any wild animal. Callers shall be informed that nuisance wildlife is not covered under this contract and they will be solely responsible for all costs in the removing or exclusion of nuisance wildlife.
- 4.7. Removing dead wildlife from public lands and roadways shall be the responsibility of the Municipality.
- 4.8. For Contractual purposes all Wild Birds shall be considered Wildlife and restrictions listed above shall also apply to them.

5. Livestock

- 5.1. Animal Control will respond to incidents regarding stray Livestock when the animal is in view of the complainant and the owner is not known.

- 5.2. If unable to locate owner, Animal Control may attempt to capture and transport all stray livestock to a holding farm only if the farm is available. This service can be limited due to the size of animals and the availability of a farm capable of housing animals. If a farm is unavailable the Municipality may request temporary holding of the stray livestock at another location through the New Jersey Department of Agriculture.
- 5.3. Sick, Injured, or Dead livestock shall be the responsibility of the owner. If the owner is unknown, it shall be the responsibility of the Municipality.

6. Court, Ordinance and Law Violations

- 6.1. It shall be the sole discretion of Animal Control to issue summons to residents who the ACO feels violated local animal ordinances.
- 6.2. If Animal Control issues a summons the ACO will attend all court meetings.
- 6.3. If tickets are required or mandated by the municipality all time will be charged under **Section 11 Fees** of this contract.

7. Animal Cruelty

- 7.1. Animal Control shall forward all animal cruelty complaints to the municipal Humane Law Enforcement Officer. The Humane Law Enforcement Officer will handle the complaint from that time forward. Responding to animal cruelty incidents will be the responsibility of the Municipal Humane Law Enforcement Officer, the County Prosecutors Office, and the designated County SPCA under state statute. Under NJ Statute the designated County SPCA is responsible for the care of all animals seized under the animal cruelty statutes. If the designated County SPCA is unavailable, Animal Control can help in transporting the dogs and cats that are seized if approved by the municipality and the holding facility. Animal Control is not obligated to provide care for animals that have been seized or held under the animal cruelty. This includes proving food and water to animals that reside on any property.
- 7.2. Typical Animal Cruelty Incidents include but are not limited to:
 - 7.2.1. Animal hoarding: Animal hoarding is defined as any abundance of animals that exceeds normal ownership and is adverse to the health of the occupant of the home, to the animal, or to the residents of the municipality. N.J.S.A. 4:22-17.8
 - 7.2.2. Animal Abandonment: Animal abandonment is defined as any owned animal left behind or permitting an animal to be abandoned in circumstances that can cause harm to the animal if not attended. A common example is an animal left behind during a property eviction. N.J.S.A. 4:22-20
 - 7.2.3. Failure to provide shelter / Tethering Law: Tethering an animal for an extended period of time or failure to provide an animal with proper shelter if outside during adverse conditions. N.J.S.A. 4:22-17.2, N.J.S.A. 4:22-17.5
 - 7.2.4. Leaving an animal in a motor vehicle or transporting an animal in an unsafe manner. N.J.S.A. 4:22-18

8. Owned Animal Incidents

- 8.1. Notwithstanding the New Jersey Vicious and Potentially Dangerous Dog Act N.J.S.A. 4:19-17, it is expressly agreed, Animal Control does not have the statutory authority to seize or impound owned animals from their owner's property or property that they reside at without the owner's permission. This includes but is not limited to situations where the owner is evicted, arrested, or hospitalized. If the owner is unable to take care of their animal they need to make arrangements with another party for the care of their animals. Upon request Animal Control will provide a list of rescue organizations that may temporarily house the animal. If no rescue is available the owner will be forwarded to a boarding facility. If the owner refuses or is otherwise unable to find suitable housing for their animal the situation will fall under animal cruelty and Animal Control will notify the Municipal Humane Law Enforcement Officer for direction.
- 8.2. Animal Control is not responsible for responding to owned animal housing incidents except to help the law enforcement officers in transporting the dogs and cats they seize to the designated holding facility. In the event of the owner's arrest, or hospitalization where they are occupying a motor vehicle with their pet Animal Control shall transport the pet to a designated holding facility. As applicable by law upon taking the animal the municipality shall send a certified letter to the owner advising them that they have at least 7 days to claim or have someone claim the animal(s) from the designated holding facility. If the time limit has elapsed the incident shall be considered animal abandonment under the animal cruelty statutes. Therefore, the case will be transferred to the Municipal Humane Law Enforcement officer for direction.
 - 8.2.1. The event of the owner's arrest or hospitalization at their residential property the animal should remain on the property if another party resides at the same residents. If no other person resides at the property the animal may remain alone at the owner's property for a period not to exceed 24 hours unless the property is deemed by the Humane Law Enforcement Officer to have hazardous living conditions. This guards against unreasonable seizures in the event the owner is released within a safe time period. If the time frame exceeds 24 hours the Municipal Humane Law Enforcement Officer or County Prosecutors Office should seize the dog or cat under the animal cruelty laws for their well-being.
 - 8.2.2. In the event of an eviction a signed copy of a fully executed eviction warrant (Warrant of Removal) should be provided to the Municipal Humane Law Enforcement Officer by the person requesting said eviction prior to the removal of the animal. The Municipal Humane Law Enforcement Officer or County Prosecutors office should contact the owner of the animal(s) and arrange a time for them to take custody of the animal. If the owner is unwilling or unable to claim their animal it would be considered animal abandonment under the animal cruelty statutes and the animal(s) should be removed and taken to the designated county SPCA. If the municipality or County Prosecutors office requests the removal of animal(s) and transport to a holding facility they must provide a copy of the executed warrant of removal to Animal Control prior to any employee of Animal Control entering the premises and removing the animal.

- 8.2.3. In the event of the owner's death any relatives, partners, executors, or roommates should be responsible for the care of the animal. Animals are considered property and are part of the estate. If there is no one able to care for the animal then the Municipal Humane Law Enforcement Officer or County Prosecutors office should seize the animal(s) for their well-being until a responsible party is located.
- 8.2.4. Under N.J.S.A. 4:22-48.2 any fees incurred due to seizing animals under the animal cruelty statutes by the Humane Law Enforcement Officer or County Prosecutor's Office can be recovered through the court. It is highly recommended that the municipality pursue ordinances that allow liens to be placed on monetary property of violators. It is also recommended that the municipality designate all fines received under the animal cruelty statutes to enter into the municipal animal welfare fund.

9. Reports and Meetings

- 9.1. It is expressly understood that Animal Control will not keep reports nor is the keeper of records. Any requested report of Animal Control incidents may be obtained by contacting the local law enforcement and requesting Computer-aided Dispatch. Animal Intake and outcome reports maybe provided by contacting the licensed holding facility in accordance with N.J.A.C. 8:23A-1.12.
- 9.2. Any requests from the municipality for Animal Control to attend any meetings to include committee or Board of Health shall be billed in accordance with **Section 11 Fees** of this contract.
- 9.3. Animal control shall provide quarterly reports to Clerk outlining service calls to the Municipality.

10. Other

- 10.1. Emergency Disaster Response During a "State of Emergency" under the direction of the municipality and Emergency Management Coordinator Animal Control shall attempt rescue and transport all displaced and injured animals to a holding facility designated by the municipality. Animal Control shall be classified by the County OEM coordinator as a first responder prior to responding to an incident during a "State of Emergency". Due to the emergent disposition of these events, Animal Control reserves the right to prioritize requests for assistance. During major incidents the municipality shall request support from the County Animal Emergency Response Team. If under an emergency fuel ration the municipality shall permit Animal Control to refuel at their municipal fuel depot if they require Animal Control to respond to incidents during that time.
- 10.2. Due to the scope of work, legality, and unpredictability of handling domestic and wild animals there maybe requests that Animal Control may not be able to perform such as rescuing an animal when the act of rescuing it puts human life in danger. Examples of this are but are not limited to rescuing animals from trees, roofs of structures, in swift moving or deep water, areas which require climbing or rappelling, or areas which are inaccessible without causing damage or harm to person

or property. For these types of incidents Animal Control will direct the Municipality to contact the County Animal Emergency Response Team who has the equipment to rescue the animal safely. Animal Control shall make a reasonable attempt to handle all contractual obligations within reasonable means.

11. Fees

- 11.1. Regular business hours will be provided for as the Borough of High Bridge Department of Public Works schedule (7am-2:30pm), Monday thru Friday excluding holidays. Any calls are calculated from the time a service call is first placed until resolution rounding up to half hour increments. Minimum service call fees outlined below are billed hourly, once the minimum call out is exceeded. Municipality will be invoiced monthly for such fees.
 - i. Monthly charge \$ 250.00 to be billed quarterly.
 - ii. After Hours (Monday-Saturday) \$80 per call out.
 - iii. After Hours (Sunday / Holidays) \$160 per call out.
 - iv. Additional fees incurred by any outside service provider, i.e. veterinarian, animal hospital, etc. will be billed directly to the contracting municipality per a separate contract not involving High Bridge.

12. Term

This Agreement shall be effective upon both High Bridge and Clinton adopting authorizing Resolutions until terminated as outlined in this agreement. Such agreement will remain effective for One (1) year, expiring December 31, 2026. The parties may agree in writing to renew this Agreement thirty (30) days prior to this expiration of its initial term on an annual basis.

14. Indemnification

Clinton shall not be liable for any negligent, reckless or intentional acts or omissions of High Bridge and High Bridge shall indemnify defend and hold Clinton harmless from all losses, injuries or damage caused by the negligent, reckless or intentional acts or omission of High Bridge or any of its respective employees or independent contractors in rendering animal control services including any allegations against Clinton arising out of the provision of animal control services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against Clinton incident to such neglect, reckless or intentional acts or omissions.

15. Insurance

- 15.1. Final approval of this Agreement by High Bridge and Clinton is subject to High Bridge's obtaining insurance coverage which shall include, without limitation, liability, comprehensive general liability, automobile liability, errors and omissions

and workers compensation with limits and deductibles in the following minimum amount of \$2,000,000.00 in which Clinton is named as additional insured.

15.2. High Bridge will cause Clinton to be named as an additional insured on all of the above policies on a primary, non-contributory basis.

16. Applicable Law

Each party shall comply with all applicable laws pertaining to the provisions of animal control services including, without limitation to the Uniformed Shared Services and Consolidation Act, N.J.S.A 40A:65-1 et seq.

17. Termination

Either party may terminate this Agreement for any reason provided that the party seeking the termination provides thirty (30) days written notice in advance of the date of the termination.

18. Remedies

In the event either party defaults in the performance of any of its obligations under this Agreement and following thirty (30) days prior written notice and an opportunity to cure within such time period, the non-defaulting party shall be entitled to all remedies available to at law or equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonable be cured within such time period, providing the defaulting party is using reasonable, diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs an expense, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate this Agreement.

19. Choice of Law and Dispute Resolution

19.1. Any dispute arising under this Agreement shall be resolved in accordance with the terms below:

- i. All remedies provided elsewhere in this Agreement to resolve disputes, claims and protests shall be exhausted.
- ii. Prior to litigation, High Bridge and Clinton shall endeavor to settle disputes by mediation in accordance with the current mediation rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association.
- iii. Nothing herein shall be construed to prevent High Bridge and Clinton from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

20. Entire Agreement

This Agreement represents the entire agreement between the parties and may not be supplemented, amended or revised unless in writing and signed by the parties to the original agreement.

21. Severability

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

22. Waiver

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant or conditions at any other 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.

ATTEST:



Adam Young
Municipal Clerk



Michele Lee
Mayor

By: _____

Clerk / Secretary

Mayor / Officer

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

TOWNSHIP OF UNION INTERLOCAL ANIMAL CONTROL AGREEMENT

RESOLUTION: 034-2026

ADOPTED: 01/02/2026

WHEREAS, the Township of Union wishes to enter in to an agreement for Animal Control Services; and

WHEREAS, the Borough of High Bridge has Animal Control Services that is qualified and able to provide such services to the Township of Union; and

WHEREAS, the Borough of High Bridge shall provide Animal Control Services as outlined in the Interlocal Services Agreement (Appendix A); and

WHEREAS, the parties have agree that High Bridge will provide Animal Control Services to Union in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* (“Shared Services Act”) as set forth in the terms and conditions of this Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey as follows:

1. The Mayor and Clerk are hereby authorized to sign an Interlocal Police Services Agreement with the Township of Union in a form acceptable to the Mayor and Borough Attorney
2. A certified copy of this Resolution shall be sent to the Township of Union.
3. This Resolution shall take effect immediately.

ATTEST:



Adam Young
Municipal Clerk



Michele Lee
Mayor

Certification

I, Adam Young, hereby certify that the foregoing Resolution is a true, complete, and accurate copy of a Resolution adopted by the Council of the Borough of High Bridge at a meeting held on January 2, 2026.



Adam Young, Clerk

INTERLOCAL SERVICES AGREEMENT

THIS INTERLOCAL SERVICES AGREEMENT made this _____ day of _____, 2025 by and between **THE BOROUGH OF HIGH BRIDGE** ("High Bridge"), a municipal corporation in the County of Hunterdon, State of New Jersey with offices at 97 West Main Street, High Bridge, New Jersey 08829-1003 and **THE TOWNSHIP OF UNION** ("Union"), a municipal corporation in the County of Hunterdon, State of New Jersey with officers at 140 Perryville Road, Hampton, NJ 08827.

WITHNESSETH:

WHEREAS, the Township of Union wishes to enter in to an agreement for Animal Control Services; and

WHEREAS, the Borough of High Bridge has Animal Control Services that is qualified and able to provide such services to the Township of Union; and

WHEREAS, the Borough of High Bridge shall provide Animal Control Services as outlined herein; and

WHEREAS, the parties have agreed that High Bridge will provide Animal Control Services to Union in accordance with the Uniformed Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.* ("Shared Services Act") as set forth in the terms and conditions of this Agreement; and

WHEREAS, Union has approved this Agreement pursuant to **RESOLUTION _____** - and High Bridge has approved this Agreement pursuant to **RESOLUTION 034-2026**.

NOW, THEREFORE, foregoing recitals incorporated herein by reference and in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions

Animal Control: Shall mean the designated employee(s) of the Borough of High Bridge providing animal control services to the Union.

Owner: Any person or persons to include property owners and private businesses owners who have shown an interest or permitted their tenants or employees to show interest in a domestic animal by having the domestic animal in their keeping or allowing the domestic animal to remain on their property, or provided food, water, shelter, or veterinary care to a domestic animal for a period of time exceeding 7 days without notifying the municipality or

the municipal animal control agency at the time when the domestic animal was first discovered and requested removal.

Owned Animal: Any animal which the owner is known licensed or not, or has been provided food or shelter or permitted to remain on private property for a time period exceeding 7 days, or has distinguishing ownership markings such as collar, or ear notches commonly seen in TNR cats.

Municipality: Shall refer to the Union.

Stray Animal: Any animal with no apparent owner that is observed by the animal control officer to not be fed, sheltered, or otherwise provided care by a person or persons or has not been permitted to remain on private property.

2. Stray Domestic Animal Apprehension and Impoundment

- 2.1. Animal Control shall respond and when possible, impound dogs that are running loose within the borders of the contracting municipality when the animal is in view of the complainant. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
- 2.2. Animal Control shall respond and impound all stray dogs that have been found and confined within the borders of the contracting municipality. The impounded animals shall be transported and sheltered at the designated holding facility for a time period prescribed by law.
- 2.3. Animal Control shall respond, impound, and transport to a veterinarian all severely injured stray dogs and cats found within the borders of the contracting municipality.
- 2.4. Animal Control shall respond, impound, and transport to a designated holding facility all dogs under the New Jersey Potentially Dangerous and Vicious Dog Act in conjunction with the Municipal Department of health and local law enforcement.

3. Rabies Quarantine, Testing, and Clinics

- 3.1. At the direction of the local, county, or state Board of Health or Health Officer, Animal Control shall respond and attempt to capture and transport to a local vet or holding facility all non-owned animals involved in a rabies exposure within the borders of the contracting municipality.
- 3.2. Owned animal quarantines and releases shall be the responsibility of the local or county Board of Health or Health officer.
- 3.3. If rabies testing is required, Animal Control shall transport the biting animal to a local veterinarian to be prepared for testing. All costs shall be borne by the Municipality.
- 3.4. Animal Control will transport rabies specimens to local and county health offices for transport or utilize the state courier. All costs shall be borne by the Municipality.
- 3.5. Animal Control will not transport rabies specimens to State Health offices, unless an emergency exists and the laboratory is open.

3.6. Setting up and staffing Rabies Clinics shall be the responsibility of the Municipality.

4. Wildlife

- 4.1. Animal Control shall respond, attempt to capture, or have destroyed all wildlife that has bitten any human or companion animal within the borders of the municipality. The biting animal's remains will be transported to a veterinarian to be prepared for rabies testing.
- 4.2. Municipal Law Enforcement will determine the need to destroy any suspect animal.
- 4.3. Animal Control shall respond, attempt to remove, capture, release, or have destroyed all small wildlife that the Animal Control Officer feels is sick or injured, or has entered and is occupying the immediate living space of a residence. Examples of areas not considered immediate living spaces are but not limited to attic, basement, crawlspace, chimneys, walls, ductwork, roofs, garages, out buildings, commercial property, trash cans, traps, trees, front or back porches, dumpsters, or any other property that is not inhabited. All other wild animal issues will be considered nuisance wildlife.
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 - iv. Additional fees incurred by any outside service provider, i.e. veterinarian, animal hospital, etc. will be billed directly to the contracting municipality per a separate contract not involving High Bridge.

12. Term

This Agreement shall be effective upon both High Bridge and Union adopting authorizing Resolutions until terminated as outlined in this agreement. Such agreement will remain effective for three (3) months, which automatically renews four (4) consecutive times not to exceed **December 31, 2026**. The parties may agree in writing to renew this Agreement thirty (30) days prior to this expiration of its initial term on an annual basis. If not notified in advance of such expiration, a full month will be billed.

14. Indemnification

Union shall not be liable for any negligent, reckless or intentional acts or omissions of High Bridge and High Bridge shall indemnify defend and hold Union harmless from all losses, injuries or damage caused by the negligent, reckless or intentional acts or omission of High Bridge or any of its respective employees or independent contractors in rendering animal control services including any allegations against Union arising out of the provision of animal control services. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against Union incident to such neglect, reckless or intentional acts or omissions.

15. Insurance

- 15.1. Final approval of this Agreement by High Bridge and Union is subject to High Bridge's obtaining insurance coverage which shall include, without limitation, liability, comprehensive general liability, automobile liability, errors and omissions

and workers compensation with limits and deductibles in the following minimum amount of \$2,000,000.00 in which Union is named as additional insured.

15.2. High Bridge will cause Union to be named as an additional insured on all of the above policies on a primary, non-contributory basis.

16. Applicable Law

Each party shall comply with all applicable laws pertaining to the provisions of animal control services including, without limitation to the Uniformed Shared Services and Consolidation Act, N.J.S.A 40A:65-1 et seq.

17. Termination

Either party may terminate this Agreement for any reason provided that the party seeking the termination provides thirty (30) days written notice in advance of the date of the termination.

18. Remedies

In the event either party defaults in the performance of any of its obligations under this Agreement and following thirty (30) days prior written notice and an opportunity to cure within such time period, the non-defaulting party shall be entitled to all remedies available to at law or equity. The defaulting party shall be entitled to an additional thirty (30) days if the default cannot reasonable be cured within such time period, providing the defaulting party is using reasonable, diligent efforts to cure the default. The non-defaulting party shall also be entitled to receive from the defaulting party costs an expense, including legal fees, caused by the default. Such remedies shall include, without limitation, the right to terminate this Agreement.

19. Choice of Law and Dispute Resolution

19.1. Any dispute arising under this Agreement shall be resolved in accordance with the terms below:

- i. All remedies provided elsewhere in this Agreement to resolve disputes, claims and protests shall be exhausted.
- ii. Prior to litigation, High Bridge and Union shall endeavor to settle disputes by mediation in accordance with the current mediation rules of the American Arbitration Association. Demand for mediation shall be filed in writing by the party requesting mediation with the other party to this Agreement and with the American Arbitration Association.
- iii. Nothing herein shall be construed to prevent High Bridge and Union from agreeing to utilize any other alternative dispute resolution procedure in lieu of or in addition to mediation.

Any dispute under this Agreement or related to this Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

20. Entire Agreement

This Agreement represents the entire agreement between the parties and may not be supplemented, amended or revised unless in writing and signed by the parties to the original agreement.

21. Severability

If any part of this Agreement shall be held to be unenforceable, the remainder of this Agreement shall remain in full force and effect.

22. Waiver

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any time shall not be deemed a waiver of such term, covenant or conditions at any other 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.

ATTEST:



Adam Young
Municipal Clerk



Michele Lee
Mayor

By: _____

Clerk / Secretary

Mayor / Officer

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

SUB-COMMITTEE FOR 100 WEST MAIN PILOT NEGOTIATIONS

RESOLUTION: 035-2026

ADOPTED: 01/02/2026

WHEREAS, The Council of the Borough of High Bridge, Hunterdon County, New Jersey wish to establish a sub-committee to discuss and negotiate a PILOT for the development project at 100 West Main Street; and,

WHEREAS, this committee will be charged with providing the full Council with recommendations regarding the PILOT application; and,

NOW, THEREFORE BE IT RESOLVED, the Council of the Borough of High Bridge, Hunterdon County, New Jersey, hereby establish the committee as outlined below:

Mayor Michele Lee

John Musnuff, Planning Board

Councilman Curtis Nowell

Councilwoman Lauren Hamlin

Resident Joseph Dispenza

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

2026 GENERAL APPOINTMENTS LIST 2

RESOLUTION: 036-2026

ADOPTED: 01/02/2026

WHEREAS, The Council of the Borough of High Bridge, Hunterdon County, New Jersey, wishes to make the General Appointments found below; and,

WHEREAS, these appointments provide necessary services to the community.

NOW, THEREFORE, the Council of the Borough of High Bridge, Hunterdon County, New Jersey, hereby approve the General Appointments as outlined below.

OFFICE	APPOINTEE
1. Construction Official, Building subcode official and Plumbing/Mechanical inspector for residential inspections	Kyle Smith
2. Electrical Sub-code Official	John Schipani
3. Plumbing/Mechanical subcode official for plan review for residential and commercial properties and plumbing/mechanical inspector for multi-family and commercial properties	Henry Bell
4. Fire Sub-code Official	Andrew Buterbaugh
5. Fire Official	Frederick Roll
6. Backup Sub-code Official and Inspector	Ralph Price
7. Continuing Certificate of Occupancy (CCO)/Code Enforcement Officer	Frederick Roll
8. Zoning Officer	Allison Witt
9. Tax Assessor	Aaron Wilson

Introduction 01/02/2026
Publication 01/14/2026
Adoption
Publication

**BOROUGH OF HIGH BRIDGE
COUNTY OF HUNTERDON
STATE OF NEW JERSEY**

ORDINANCE #2026-001

**AN UPDATED ORDINANCE OF THE BOROUGH OF HIGH BRIDGE
SETTING FORTH THE SALARY AND WAGE RANGE OF
OFFICERS AND EMPLOYEES**

BE IT ORDAINED by the Mayor and Common Council of the Borough of High Bridge in the County of Hunterdon and State of New Jersey that the 2026 Salary Ordinance be adopted in the form following:

SECTION 1: The salary and wage for compensation of certain Officers and Employees of the Borough of High Bridge having a salary and wage range are as follows:

	SALARY AND WAGE RANGES
Chief of Police	\$165,000---- \$175,000 per annum
Sergeant of Police	\$130,000---- \$140,000 per annum
Police Officer - 1st Class	\$124,000---- \$130,000 per annum
Police Officer - 2nd Class	\$120,000 --- \$125,000 per annum
Police Officer - 3rd Class	\$117,000 --- \$120,000 per annum
Police Officer - 4th Class	\$108,000 --- \$110,000 per annum
Police Officer - 5 th Class	\$100,000 ----\$105,000 per annum
Police Officer - 6 th Class	\$ 90,000-----\$97,000 per annum
Police Officer - 7 th Class	\$ 85,000-----\$90,000 per annum
Police Officer - 8 th Class	\$ 80,000-----\$85,000 per annum
Police Officer - 9 th Class	\$75,000 ----- \$80,000 per annum
Police Officer - 10 th Class	\$65,000 ----- \$75,000 per annum
Police Officer - 11 th Class	\$60,000 ----- \$65,000 per annum
Police Officer - Probationary	\$ 55,000-----\$60,000 per annum
Police Officer - Recruit	\$45,000 ----- \$50,000 per annum
Matrons - Police Dept.	\$14.13 ----- \$20.00 per hour
School Crossing Guards	\$19.00.....\$25.00 per hour
Director of Public Works & Utilities/Recycling/RTK	\$75,000 ----- \$130,000 per annum
Code Enforcement Officer	\$5,000\$7,500 per annum
Road Supervisor	\$55,000 ----- \$95,000 per annum
Extra Laborer - Public Works & Utilities	\$15.00 ----- \$25.00 per hour
Extra Laborer - (CDL)Public Works & Utilities	\$20.00 ----- \$35.00 per hour
Extra Laborer-Seasonal	\$14.13----- \$30.00 per hour
Water Operator	\$9,000-----\$15,000 per annum
Water Operator - Secondary	\$1,000-----\$5,000 per annum
Sewer Operator	\$7,000-----\$12,000 per annum
Utility Collector	\$10,000 ----- \$25,000 per annum
Assistant Utility Collector	\$15.00.....\$30.00 per hour
Animal Control Officer	\$2,500.....\$4,000 per annum
Assistant Animal Control Officer	\$1,500.....\$3,000 per annum
Extra Clerical – All Depts. Not otherwise classified	\$14.13----- \$30.00 per hour
Administrative Assistant	\$15.00.....\$30.00 per hour
Technical Assistant	\$15.00----- \$30.00 per hour
Mayor	\$0.00 ----- \$3,500.00 per annum
Member of Common Council	\$2,000 ----- \$3,500.00 per annum
Municipal Administrator	\$40,000 ----- \$125,000 per annum
Deputy Administrator	\$40,000-----\$115,000 per annum
Zoning Officer	\$5,000-----\$10,000 per annum
CCO Officer	\$4,000-----\$6,500 per annum
Registered Municipal Clerk/Registrar	\$40,000-----\$90,000 per annum
Deputy Municipal Clerk	\$40,000-----\$65,000 per annum

Deputy Registrar	\$500.....	\$1,000 per annum
Recycling Coordinator	\$500.....	\$3,000 per annum
Assistant Recycling Coordinator	\$500.....	\$3,000 per annum
Right to Know Coordinator	\$1,000-----	\$3,000 per annum
Municipal Housing Liaison	\$1,000-----	\$5,000 per annum
Municipal Administrative Agent	\$1,000-----	\$3,000 per annum
Certified Municipal Finance Officer	\$35,000-.....	\$100,000 per annum
Certified Municipal Tax Collector	\$35,000 -----	\$70,000 per annum
Deputy Tax Collector	\$5,000.....	\$15,000 per annum
Finance Assistant I	\$30,000-----	\$75,000 per annum
Finance Assistant II	\$15.00-----	\$30.00 per hour
Finance Asst/Utility&Tax Collector/Asst. Recycling	\$65,000-----	\$125,000 per annum
Tax Assessor	\$15,000 -----	\$35,000 per annum
Planning Board Secretary	\$15.00-----	\$30.00 per hour
Assessment Program Inspector	\$15.00-----	\$30.00 per hour
Construction Sub-code Official	\$10,000 -----	\$15,000 per annum
Building Sub-code Official	\$5,000 -----	\$7,500 per annum
Plumbing Sub-code Official	\$5,000 -----	\$7,500 per annum
Electrical Sub-code Official	\$5,000 -----	\$7,500 per annum
Fire Sub-code Official	\$5,000 -----	\$7,500 per annum
Mechanical Sub-code Official	\$5,000-----	\$7,500 per annum
Substitute Sub-code Official	\$35.00-----	\$55.00 per hour
Fire Official	\$8,000.....	\$10,000 per annum
Recreation Coordinator	\$15.00-----	\$30.00 per hour
Summer Recreation Counselor	\$15.00-----	\$20.00 per hour
Summer Recreation Director	\$1,000 -----	\$1,700 per annum
Summer Recreation Assistant Director	\$600-----	\$1,000 per annum
勞工—第12級公共工作	\$70,000 -----	\$75,000 per annum
勞工—第11級公共工作	\$67,000 -----	\$72,000 per annum
勞工—第10級公共工作	\$64,000 -----	\$69,000 per annum
勞工—第9級公共工作	\$62,000 -----	\$66,000 per annum
勞工—第8級公共工作	\$59,000 -----	\$63,000 per annum
勞工—第7級公共工作	\$57,000 -----	\$60,000 per annum
勞工—第6級公共工作	\$54,000 -----	\$57,000 per annum
勞工—第5級公共工作	\$52,000 -----	\$54,000 per annum
勞工—第4級公共工作	\$49,000 -----	\$52,000 per annum
勞工—第3級公共工作	\$47,000 -----	\$49,000 per annum
勞工—第2級公共工作	\$44,000 -----	\$46,000 per annum
勞工—第1級公共工作	\$42,000 -----	\$43,000 per annum
勞工—起始級公共工作	\$39,000 -----	\$41,000 per annum
勞工執照持有者C,W,T	\$1.25 per hour additional	
Reassessment Officer	\$15,000 -----	\$30,000 per annum

SECTION 2: All ordinance or sections of ordinances deemed to be inconsistent with the terms of this ordinance are hereby repealed.

SECTION 3: This ordinance shall become effective retroactively to January 1, 2026 upon passage and publication in accordance with the laws of the State of New Jersey.