

Hazlet Township Board of Fire Commissioners

An Equal Opportunity Employer

Policies and Procedures Manual And Employee Handbook

INTRODUCTION:

As a Hazlet Fire District #1 employee, you have certain rights and obligations. Federal and State law as well as Hazlet Fire District #1 policies cover such important areas as discrimination, safety, violence, harassment and conflicts of interest.

Employees have a right to a safe workplace free of discrimination, violence, harassment and conflict of interests and have an obligation to conduct themselves consistent with these policies. **Hazlet Fire District #1 has a “no tolerance” policy towards workplace wrongdoing.**

This Employee Handbook adopted by the Hazlet Township Board of Fire Commissioners discusses these issues and many other personnel policies. You are required to read this handbook and become acquainted with its contents. By its very nature, a handbook cannot be comprehensive or address all possible situations. For this reason, if you have any questions concerning any personnel policy, contact the board appointed liaison, or if you prefer, the Board of Fire Commissioners

Neither this handbook nor any other District document, confers any contractual right, either express or implied, to remain in the Districts employ. Nor does it guarantee any fixed terms and conditions of your employment. The provisions of this Employee Handbook may be amended and supplemented from time to time without notice and at the sole discretion of the Board of Fire Commissioners

All employees receiving this handbook are required to sign an acknowledgement of receipt. A copy of this receipt will be maintained in your official personnel file.

MANAGEMENT RIGHTS

1. Hazlet Township Board of Fire Commissioners hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the Laws and Constitution of the State of New Jersey and of the United States of America including but without limiting the generality of the foregoing, the following rights:
 - a. The Executive Management and Administrative control of the Fire District Government and its properties and facilities and the activities of the Board of Fire Commissioners.
 - b. To hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for continued employment or assignment.
 - c. To suspend, demote, discharge, or take other disciplinary action for good and just cause according to Law
 - d. The Board retains all power and authority heretofore conferred on or exercised by the Board.
2. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under title 40 N.J.S. and the New Jersey Uniform Fire Code N.J.A.C. 5:70-1-1 et seq. and N.J.A.C. 5:71 et seq.

DISCRIMINATION

1. The Board will not discriminate against any employee because of gender, age, race, creed, color, religion, national origin, ancestry, age, marital status, political, status, affectional or sexual orientation, domestic partnership status, civil union status, disability, pregnancy, gender identity or expression, and/or any other characteristic protected by law.
2. If a dispute arises to whether the Board has discriminated against an employee, it shall be upon the employee to establish and prove such discrimination. The employee shall have the burden of not only going forth with such proof, but presenting facts to establish such discrimination.

NO SMOKING POLICY

1. The New Jersey Legislature has declared that in all governmental buildings the rights of nonsmokers to breathe clean air supersedes the rights of smokers.
 - a. In accordance with State Law, the Hazlet Fire District #1 has adopted a smoke free policy for all buildings.
 - b. Hazlet fire District #1 facilities shall be smoke free, and no employee or visitor will be permitted to smoke anywhere in Hazlet Fire District #1 buildings.
 - c. Smoking inside vehicles owned by Hazlet Fire District #1 and near equipment that may be sensitive to smoke is also prohibited.
 - d. This policy shall be strictly enforced, and any employee found in violation will be subject to disciplinary action.

COMMUNICATION/SOCIAL MEDIA POLICY

The complete Hazlet Township Fire District #1 policy on Communication/Social Media is attached, incorporated herein by reference.

SUBSTANCE POLICY

The complete Hazlet Township Fire District #1 policy on Substance Abuse Policy is attached, incorporated herein by reference.

VEHICLE AND DRIVER'S LICENSE POLICY

1. Driver's License Policy, any employee whose work requires the operation of a Hazlet Fire District #1 Vehicle must hold a valid New Jersey Driver's License. A copy of a valid driver's license must be provided to the district designee annually.
2. Any employee performing work which requires the operation of a Hazlet Fire District #1 vehicle must notify the immediate supervisor in those cases where a license is expired, suspended, or revoked.
3. An employee that fails to report such an instance is subject to disciplinary action, including demotion, suspension, or termination. An employee who fails to immediately report such revocation or suspension to the board liaison, or Board of Fire Commissioners and continues to operate a Hazlet Fire District #1 vehicle shall be subject to disciplinary action, up to and including termination.
4. Hazlet Fire District #1 may, in its discretion, conduct periodic motor vehicle commission drivers' license checks of employees who use Hazlet Fire District #1 vehicles to ensure compliance with this policy.
5. Hazlet Fire District #1 owned vehicles shall be used only on official business and all passengers must be on Hazlet Fire District #1 business, all vehicles are to be parked at the district offices, no vehicle shall be used for personal use, and no vehicle may be taken home.
6. Vehicles may only be taken home with the advanced approval of The Board of Fire Commissioners, if an employee has approval to take a district vehicle home, it is to be used only for official district business, any other use is not permitted. At no time shall children be in district vehicle when responding to an emergency.
7. Any violation of this policy constitutes cause for disciplinary action up to and including termination.

EMPLOYEES/EMPLOYMENT

1. Policies, procedures, and work rules and duties shall be promulgated from time to time by the Board of Fire Commissioners, shall comply with all said rules, regulations, policies, and directives, provided they are in compliance with applicable Federal and State regulation within the Board's management rights. Duties of each employee shall include but not be limited to those described.
2. Violation of Duty, Infraction of any duty, responsibility, or obligation by any of the employees shall be considered to be misconduct and shall be used for disciplinary action, as directed by The Board of Fire Commissioners.
 - a. The position of Fire Official shall be as defined in the New Jersey Uniform Fire Code N.J.A.C. 5:70-1.1 et seq., N.J.A.C. 5:71 et seq.
 - b. The position of Fire Inspector shall be as defined in the New Jersey Uniform Fire Code N.J.A.C. 5:71-4.9 et seq.
 - c. The position of Qualified Purchasing agent shall be as defined in accordance with N.J.S.A 40A11-9
 - d. All other administrative or clerical positions shall be set forth by The Board of Fire Commissioners.
3. Employees will be defined as Full- time and/or Part-time employment as defined by individual employee contract.

4. Work Week Hazlet Fire District #1
 - a. Hazlet Fire District #1 public office
 - i. The office will be open Monday – Thursday 8am – 5pm
 - ii. The board shall give an employee in writing no less than two (2) weeks’ notice prior to any change in working hours, except in the case of an emergency.
 - iii. By mutual agreement hours and days may be shifted seasonally dependent on work load.
 - b. Fire Official and/or Fire Inspector-
 - i. Work week consists of Sunday through Saturday
 - ii. Hours worked shall be defined in employee’s annual contract
 - iii. There shall be a two (2) hour minimum compensation for a call out.
5. Wages and Overtime
 - a. Wages are determined by individual employee contract
 - b. Overtime shall be deemed to have commenced only after an employee has completed their work week. Any hours outside of the normal work day for meetings/classes/work hours, etc., shall be overtime
 - c. Employees who are required to work overtime shall be compensated as per their contract
 - d. Overtime shall be calculated and shall accrue in thirty (30) minute intervals
 - e. Employees shall be paid on a bi-weekly basis
6. Seniority
 - a. Seniority shall be established by the date of hiring
 - b. All reduction in force shall be accomplished in reverse order of seniority, per job description.
7. Training
 - a. Upon employment the employee shall have the minimum requirements for employment as established by the Board of Fire Commissioners. Additional training may be required by the Board such as, but not limited to the following; computer software, computer skills, communication skills, etc.
 - b. The Fire Official, Fire Inspector, and Qualified Purchasing Agent are required to obtain licensure respectfully for each position. Any lapse in licensure shall result in disciplinary action up to and including termination as determined by The Board of Fire Commissioners.
 - c. The Board will assume responsibility of paying all costs associated with required courses for required licenses and associations (course fees, course materials, transportation, etc.).
 - i. Required course shall be only courses to maintain certifications and those relating to the position as deemed necessary for licensing.
8. Uniforms for Fire Official/Fire Inspector
 - a. Uniforms shall be worn to identify position while on duty. Employees shall be responsible for maintaining their uniform in a clean and neat manner.
9. Vacation- Full Time Employees
 - a. Full Time Employees shall receive vacation with pay in each calendar year according to the following schedule:
 - i. One (1) day for every two (2) months employment for the first calendar year of employment. Employees may not use accumulated vacation until completing six (6) months of service.
 - ii. Ten (10) days for the second through fourth calendar year of employment.
 - iii. Fifteen (15) days for the fifth through tenth calendar year of employment.
 - iv. Twenty (20) days for the eleventh through fifteenth year of employment.
 - v. One (1) vacation day will be added per year for the sixteenth through twentieth years of employment.
 - b. In scheduling five (5) or more consecutive vacation days, seniority will prevail, full-time and part-time employees.

- c. All vacation time must be used in current year.
 - i. A request for carryover of a maximum of five (5) vacation days is required in writing to The Board of Fire Commissioner for review and approval.
 - d. The Board of Fire Commissioners reserves the right to stagger vacation schedules so that adequate coverage is provided, for full-time and part-time employees
 - e. All requests for vacation must be submitted to the appointed board liaison, two weeks in advance for approval, for full-time and part-time employees.
 - i. Vacation days may be taken with less notice with approval of the board liaison based on situation.
 - ii. Vacation days may be taken on same day notice with approval of the board liaison, this is to be done on a limited basis to avoid abuse of privilege.
 - f. Part-time employees shall not receive paid vacation time.
10. Holiday's – Full Time Employees
- a. Full time employees will have fourteen (14) paid holidays per calendar year as defined below;

i. New Year's Day	January 1
ii. Martin Luther King Day	Third Monday of January
iii. President' Day	Third Monday of February
iv. Memorial Day	Last Monday of May
v. Juneteenth	June 19 th
vi. Independence Day	July 4 th
vii. Labor Day	First Monday of September
viii. Columbus Day	Second Monday in October
ix. Election Day	First Tuesday after First Monday, November
x. Veteran's Day	November 11 th
xi. Thanksgiving Day	Fourth Thursday in November
xii. Day after Thanksgiving	Friday after Thanksgiving
xiii. Christmas Eve Day	December 24 th
xiv. Christmas Day	December 25 th
 - b. If a holiday falls on a Friday, Saturday or Sunday, it will be observed on the following Monday.
 - c. Holiday's occurring during vacation periods will not be counted as vacation days.
 - d. Part – time employees will not receive paid holidays
11. Personal Leave- Full time Employees
- a. All full-time employees are entitled to four(4) personal days per calendar year starting January 1 after their one (1) year employment anniversary.
 - i. Any unused personal time is forfeited at the end of each calendar year.
 - ii. Any exception is at the discretion of the Board of Fire Commissioners
 - b. Part-time employees will not receive paid personal time off
12. Bereavement Leave- Full time employees
- a. Bereavement leave shall be provided to each employee without deduction of pay for each occurrence of death in the employee's or the employee's spouse's/domestic partner's family.
 - i. Immediate Family four (4) days
 - 1. Spouse, Domestic Partner/Significant Other, Son, Daughter, Father, Mother, Brother, Sister, Grandfather, Grandmother.
 - ii. Non-Immediate Family two (2) days
 - 1. Aunt, Uncle, Cousin, Niece, Nephew
 - b. Employees will be able to call in and take additional days and charge them against sick, vacation, compensation days, or personal days.

SICK LEAVE BENEFITS

1. Sick Leave- Full Time Employees
 - a. Sick leave is hereby defined to mean absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance on a member of the employee's immediate family seriously ill and requiring the care of such employee.
 - b. A doctor's note, at the employee's expense, may be required by the Board after four (4) consecutive sick days.
 - c. Any employee who is absent for more than ten (10) consecutive working days due to injury or illness, shall be required, at the discretion of the Board, to undergo a physical examination to determine if they are fit for duty or submit a doctor's note indicating that the employee is fit for duty.
 - d. For the purpose of this Agreement, member of the immediate family is interpreted by NJ State Law. In all other instances, such leave is and shall be at the discretion of the Board to grant or deny.
 - e. New employees shall accrue one-half sick day per month during the first calendar year of service.
 - f. Sick leave is earned by full time employee at the rate of ten (10) days for each calendar year after the first year. Unused sick time, no more than 40 hours per calendar year may be carried over per calendar year. Accrued sick leave must be used or shall be paid out to the employee in the first quarter of the following calendar year, at the current hourly rate in place.
2. Sick Leave – Part-Time Employees
 - a. Sick leave is hereby defined to mean absence from duty of an employee because of illness, accident, exposure to contagious disease, attendance on a member of the employee's immediate family seriously ill and requiring the care of such employee.
 - b. A doctor's note, at the employee's expense, may be required by the Board after four (4) consecutive sick days.
 - c. Any employee who is absent for more than ten (10) consecutive working days due to injury or illness, shall be required, at the discretion of the Board, to undergo a physical examination to determine if they are fit for duty or submit a doctor's note indicating that the employee is fit for duty.
 - d. For the purpose of this Agreement, member of the immediate family is interpreted by NJ State Law. In all other instances, such leave is and shall be at the discretion of the Board to grant or deny.
 - e. Sick leave for Part- time employees will be based on NJ Earned Sick Leave Act.
 - i. Sick leave is earned by the part time employee at the rate of 1 hour for every 30 hours worked.
 - ii. Unused sick time, no more than 40 hours may be carried over per calendar year. Accrued sick leave will be used or paid out at the end of the first annual quarter, at currently hourly rate in place.
 - iii. No sick time will accrue during a leave of absence.

MATERNITY LEAVE

1. An employee upon request and submission of medical certification of pregnancy may take a leave of absence without pay. This leave may for any time prior to the birth of the child and extend for six (6) months beyond the birth of the child. Request for leave shall be submitted to the Board of Fire Commissioners along with the appropriate medical certification, and such request shall include the anticipated delivery date and the date upon which the leave shall end.
2. An employee on maternity leave will be entitled to receive health benefits

3. Any employee may return to work prior to the end of their leave by supplying a two (2) week notice of their intent to return to work.
4. Any pregnant employee shall not be forced to take a leave by their employer because of their pregnancy.

MILITARY LEAVE

Employees shall be entitled to Military Leave in accordance with the State Statutes provided herein;

1. N.J.S.A. 38:23-1. Leave of absence for public officers, employees: A permanent or full-time temporary officer or employee of the State or of a board, commission, authority or other instrumentality of the State, or of a county, school district or municipality, 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 organization affiliated therewith, including the National Guard of other states, shall be entitled, in addition to pay received, if any, as a member of a reserve component of the Armed Forces of the United States, to leave of absence from his or her respective duty without loss of pay or time on all work days on which he or she shall be engaged in any period of Federal active duty, provided, however, that such leaves of absence shall not exceed 30 work days in any calendar year. Such leave of absence shall be in addition to the regular vacation or other accrued leave allowed such officer or employee. Any leave of absence for such duty in excess of 30 work days shall be without pay but without loss of time.
2. N.J.S.A. 38:23-3 Compensation of public officers or employees while in military or naval service; Any officer, department, institution, committee, commission or other body of the state or any subdivision or municipality thereof, may pay in his or its discretion the whole or a part of the salaries or compensation of their employees or attaches during the time they are engaged in a branch of the military or naval service of the national government or of this state.
No greater portion of the salary or compensation of a commissioned officer as an employee of a department of the state or municipal government shall be paid to him under this section than will, when added to his salary as such commissioned officer, equal the amount paid to him by the state or municipal department before entering the military or naval service.

DISABILITY

1. Work Connected Disability
 - a. 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 (“NJWCA”). Hazlet Township Fire District #1 covers workers compensation benefits. Any occupational injury or illness must be immediately reported to the district liaison or The Board of Fire Commissioners. All required medical treatment must be performed by a Workers Compensation Physician and payment for unauthorized medical treatment may not be covered pursuant to the Act.
 - b. Hazlet Township Fire District #1 will only pay either directly or through its Worker’s Compensation insurer, those benefits that are specifically provided for under the Worker’s Compensation Act and will not supplement these benefits with additional benefits pursuant to N.J.S.A. 11A:6-8.
 - c. Before the employee will be allowed to return to work, the employee must submit a doctor’s certificate indicating that they are fit for duty. The Board, in its discretion may require the employee to submit to a physical examination. Any such examination will be at the Board’s expense.

- d. If the employee fails to report for duty, after being released their doctor, the employee will be placed in a probationary status, without pay, and the Board shall review the matter to determine if employment will continue
2. Non-Work Connected Disability
 - a. Employees sustaining injury while not on duty resulting in absence because of disability.
 - i. Commencing with the first day of absence, sick days will be charged
 - ii. If all sick days have been used, the employee may use NJ State Disability
 - iii. If the absence continues for ten (10) consecutive working days the employee must submit a doctor's certificate indicating that they are fit for duty.
3. Leave of Absence
 - a. Employee requesting a Personal Leave of Absence must submit in writing to the Board of Fire Commissioners, at least three(3) weeks before the effective date of leave, a statement containing the purpose of request, effective date and termination date.
 - b. On review of the Board of Fire Commissioners, a Personal Leave of Absence may be granted on the terms and conditions set by the Board. If a Personal Leave is granted, the following will be suspended during the period of the leave of absence.
 - i. Salary
 - ii. Accrual of Vacation
 - iii. Accrual of Sick Leave
 - iv. Accrual of Seniority Leave

JURY DUTY

1. All employees called to serve on Jury Duty shall receive leave for said purpose with pay, provided that prompt notice of the requirement to service is submitted to the Board of Fire Commissioners and the employee submits proof of attendance at jury duty.
2. Those excused from serving on jury duty for particular days before the end of the workday must report for work.

MEDICAL BENEFITS

1. Medical Benefits- Full Time Employees
 - a. The Board shall provide each qualifying full time employee medical/prescription insurance plan maintained by the State Health Benefits Plan (SHBP).
 - b. Employees shall be covered by the dental planned offered by the State Health Benefits Plan (SHBP)
 - c. Employees that choose to receive the benefits provided shall have the option to do so with 30 days written notice.
 - d. Employees monetary contributions will be based on NJ state and SHBP plan contribution chart based on salary.
 - e. Employee benefits will start 60 days after date of employment.
 - f. The Board reserves the right to change insurance carriers and/or insurance plans so long as the new plan is substantially similar to the existing plan or the new plan provides greater benefits.

DISMISSAL OR SUSPENSION

The following offenses may lead to dismissal or suspension at the option of the Board of Fire Commissioners. All offenses will be reviewed at an Executive Session with the Board of Fire Commissioners

- a. Intoxication on Duty
- b. Stealing Property of Hazlet Fire District #1
- c. Falsifying records
- d. Gambling on premises
- e. Failure to report loss of Driver's License
- f. Failure to report loss of required license for position held
- g. Absence from premises without authorization
- h. Disobeying direct orders from a Commissioner
- i. Conviction of a crime of moral turpitude
- j. Conduct detrimental to good order and discipline

SEPARATION

1. Employees who resign will tender their resignation in writing to the Board of Fire Commissioners, at least two (2) weeks before effective date of the resignation to provide enough time for processing necessary forms.
2. All employees will, when leaving the service of Hazlet Fire District #1 complete and sign the "Termination Receipt" when receiving their final compensation. This receipt will be filed in the employees Personal History File as evidence of the satisfaction of all claims against the district. All gear, keys, property and documents of Hazlet Fire District #1 before receipt of final compensation.
3. The discharge of an employee caused by sickness or disability, the employee shall be paid for unused and accumulated sick leave at the prevailing rate. The discharge of an employee for causes other than sickness or disability, there shall be no payment for unused sick leave.
4. The Board may refuse to accept the resignation of any employee against whom any charges are pending or contemplated. With respect to any contemplated charges the same shall be made against the employee within thirty (30) days of any tendered resignation.
5. Any employee resigning and not giving at least two (2) weeks' notice in writing before the effective date of resignation shall be considered "Resigning not in good standing".

RETIREMENT BENEFITS – FULL TIME EMPLOYEES

Under State law, employees must enroll in the New Jersey's Public Employee's Retirement System (PERS) or the Fire Fighters Retirement System (PFRS), as applicable. The employee's contribution to the plan will be deducted from the employee's pay.

1. Employees who have completed the required number of years of service, and having attained the specific age, may apply for retirement as provided by the State Law.
2. Employees applying for retirement must submit to the Board of Fire Commissioners in writing a statement containing retirement intent and date on which retirement will be effective.
3. Effective upon execution of this agreement employees shall receive health benefits upon twenty-five (25) years of service to Hazlet Township Fire District #1 upon regular retirement or a job-related disability retirement approved by PFRS/PERS. Any employee receiving health benefits will be required to pay any annual contribution as required by law.

GRIEVANCES

The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Board of Fire Commissioners.

1. Steps of the Grievance Procedure; the following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:
 - a. An aggrieved employee shall process their grievance in writing to the Board of Fire Commissioners within ten (10) days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee, and the said Commissioner. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance on behalf of the individual.
 - b. The Commissioner shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.
 - c. In the event the grievance has not been satisfactorily resolved at step one, then within ten (10) working days following the determination of the Commissioners, the matter shall be submitted in writing to the Board. Failure to act within ten (10) working days shall be deemed to constitute abandonment of the grievance by the employee.