

RESOLUTION 2020-37

**RESOLUTION OF THE BORDENTOWN SEWERAGE  
AUTHORITY, IN THE COUNTY OF BURLINGTON, STATE  
OF NEW JERSEY UPDATING AND REVISING THE  
BORDENTOWN SEWERAGE AUTHORITY'S POLICIES  
AND PROCEDURES MANUEL**

**WHEREAS**, the Bordentown Sewerage Authority ("the Authority"), in the County of Burlington, State of New Jersey, maintains a Policies and Procedures Manual which outlines the policies and procedures of the Authority;

**WHEREAS**, from time to time the Authority must routinely update its policies and procedures manual to be consistent with changes in law and regulations;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of the Bordentown Sewerage Authority, in the County of Burlington, State of New Jersey, this 16<sup>th</sup> day of March, 2020 as follows:

(A) The Authority revises its Policies and Procedures Manual in accordance with the attached Exhibit A. Additions are underlined thusly and deletions are stricken ~~thusly~~. Changes are contained within the following sections:

- (1) Section Three – Paid and Unpaid Time Off Policies within subsections for Sick Leave Policy and New Jersey Family Leave Insurance Benefits; and,
- (2) Application for Employment.

(C) **Severability**. If any section, subsection, paragraph, sentence or other part of these revisions is adjudged unconstitutional or invalid by a Court of competent jurisdiction, the judgment shall not affect, impair or invalidate the remainder of these changes, which shall remain in full force and effect.

(D) **Repealer:** Any provisions of the Policies and Procedures Manual which is found to be inconsistent with the provisions of these revisions are hereby repealed.

(E) **Effective Date:** The above revisions shall take effect immediately upon final adoption by the Authority.

Date of adoption: March 16, 2020

THE BORDENTOWN SEWERAGE AUTHORITY


Attest:



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Joseph R. Malone, III, Secretary

By:



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James E. Lynch, Jr., Chairman

# THE BORDENTOWN SEWERAGE AUTHORITY

## PERSONNEL POLICIES AND PROCEDURES MANUAL

(~~REVISION 9/25/2018~~)

(REVISION 3/16/2020)

1. Probationary employees receive ~~two (2) sick days, which may be used during the probationary period.~~ will accrue sick time at a rate of 1 hour for every thirty (30) hours worked, up to a cap of forty (40) hours per year. Probationary employees will be eligible to use this time 120 calendar days after his/her start date. At the conclusion of the probationary period, additional sick leave shall accrue as defined below. ~~accrue at the rate of one (1) day per full calendar month for the balance of the calendar year.~~

2. All other employees shall be given a maximum of thirteen (13) sick days per calendar year, which shall accrue at the rate of one (1) day per full calendar month. Although sick leave may be taken at any time during the year, in the event that any employee works less than the full calendar year, the employee shall reimburse the Authority for any sick leave taken that is in excess of the sick leave accrued.

3. Sick leave that is unused during the calendar year will be carried forward for use in subsequent years.

4. Sick leave pay shall be based upon the employee's regular straight time rate, exclusive of any premiums for the day or days on which the employee is absent from work because of accident or illness.

5. Reporting of absence on sick leave – If an employee intends to use leave for a foreseeable reason, the employee must provide advanced notice of the intended use of sick leave. Where sick leave is used for an unforeseeable reason, the employee must provide notice as soon as practicable. ~~If an employee is absent for reasons that entitle the employee to sick leave, the Supervisor shall be notified prior to the employee's usual starting time.~~ Failure to notify the Supervisor may be cause of denial of the use of sick leave for that absence and constitutes cause for disciplinary action.

6. Sick leave benefits shall commence on the first day of absence from work.

7. A doctor's certificate shall be required as a condition for payment of sick leave after a three-day absence, and at the discretion of the Authority, after five (5) separate occurrences of sick leave in any one (1) calendar year. If the employee is attending to an immediate family member, a doctor's certificate may be required of that individual.

8. Sick leave benefits are not convertible to cash, bonuses or to extra time off with pay, except upon retirement the Authority shall buy back all accumulated sick leave at one-half (1/2) the employee's then-current hourly rate up to a maximum of \$15,000.00.

9. Sick leave benefits shall not be used for personal days, vacation or the like, and shall only be used as defined in this policy or allowed by law. ~~but are intended to apply only to days lost because of accident or illness.~~

10. During the period of absence from work, the Authority shall receive credit for welfare payments, worker's compensation or other benefits received under policies whose premiums are paid in whole or in part by the Authority. Under no circumstances shall the

combination of sick leave benefits with any of the aforesaid exceed an employee's regular straight time daily or weekly rate of pay.

11. Sick leave benefits shall be payable only to those days ~~lost due to accident or illness~~ on which the employee was regularly scheduled to work. In no event shall sick leave benefits apply to an employee's scheduled day off, holiday, vacation, leave of absence, overtime, or to any day for which an employee has received full pay from the employer.

12. In the case of absence due to exposure to contagious disease, a medical certificate shall be required as a condition precedent to the return to work by the employee affected.

13. The Authority, may, in its discretion, require an employee who has been absent because of illness to undergo a physical examination by a physician designated by the Authority at the expense of the Authority.

14. Abuse of sick leave shall be cause for disciplinary action.

### **Bereavement Leave Policy:**

An employee who is excused by the Authority from work because of death of an immediate family member shall be paid a maximum of eight hours per day at the regular rate of pay for all hours actually missed from work up to five (5) days for any leave for bereavement. Funeral leave is intended to be used for the purpose of making necessary arrangements and attendance at the funeral of the deceased. Immediate family member, as used herein, is defined to mean spouse, children, parents, brothers and sisters.

A maximum of three (3) days of paid funeral leave shall be given for work actually missed as a result of the death of grandparents, grandchildren, mother-in-law and father-in-law.

A maximum of one (1) day of paid funeral leave shall be given for work actually missed as a result of the death of a brother/sister-in-law, son/daughter-in-law, niece, nephew, aunt and uncle.

### **Jury Duty Policy:**

An employee who loses time from work because of jury duty shall be paid by the Authority in an amount equal to the difference between the employee's pay based on a 40 hour work



The most notable is that the New Jersey Family Leave Act does not allow leave for an employee's own serious health condition whereas the federal Family Leave Act does allow for such leave. Accordingly, if an employee is incurring leave for his/her own serious health condition, the employee may exhaust his/her full 12 weeks of leave. Thereafter, although no longer eligible for leave under the federal Family Medical Leave Act, the employee would still be entitled to 12 weeks of leave under the New Jersey Family Leave Act for a qualifying condition. The most frequently occurring scenario is related to giving birth to a child. Under the federal Family Medical Leave Act, an employee could qualify for up to 12 weeks of disability time to allow for recovery after the birth of the child. However, this time would not be *ineligible* for New Jersey Family Leave. However, under the New Jersey Family Leave Act, the employee would also be entitled to 12 weeks of time to care for the new baby. As a result, the employee could be entitled to up to 24 total weeks of leave.

For example, assume an employee has worked the requisite number of hours in the preceding 12 months and, as such, is qualified for both Family Medical Leave and New Jersey Family Leave. The employee gives birth to a child. Initially, the employee is entitled to disability leave to recover from child birth. However, the employee's doctor releases her from disability after seven weeks. The employee is still entitled to 5 additional weeks of leave under the federal Medical Leave and up to 12 additional weeks under the New Jersey Family Leave Act. In this scenario, the last 5 weeks of federal Family Medical Leave and first five weeks of New Jersey Family Leave will run concurrently. Accordingly, the employee may receive up to 19 weeks of total leave.

### **New Jersey Family Leave Insurance Benefits:**

~~Beginning July 1, 2009, New Jersey will provide up to six (6) weeks of Family Leave Insurance benefits. Benefits are payable to covered employees to either bond with a child (during the first 12 months following birth, if the covered individual or the domestic partner or civil union partner of the covered individual, is a biological parent of the child or 12 months after the placement of the child for adoption with the covered individual) or to care for a family member with a serious health condition.~~

Prior to July 1, 2020, New Jersey will provide up to six (6) weeks of New Jersey Family Leave Insurance benefits. Benefits are payable to covered employees to either bond with a child (during the first 12 months following birth, if the covered individual or the domestic partner of civil union partner of the covered individual, is a biological parent of the child or 12-months after the placement of the child for adoption/foster care with covered individual) or to care for a family member with a serious health condition. Covered workers who take intermittent days, shall be eligible for New Jersey Family Leave Insurance benefits for up to 42 days.

After July 1, 2020, New Jersey will provide up to twelve (12) weeks of New Jersey Family Leave Insurance benefits. Benefits are payable to covered employees to either bond with a child (during the first 12 months following birth, if the covered individual or the domestic partner of civil union partner of the covered individual, is a biological parent of the child or 12-months after the placement of the child for adoption/foster care with covered individual) or to care for a family member with a serious health condition. Covered workers who take intermittent days, shall be eligible for New Jersey Family Leave Insurance benefits for up to 56 days.

### **Military Leave Policy:**

When a full-time employee (either permanent or temporary) who is a member of the reserve component of any United States armed force or the National Guard of any state including the Naval Militia and Air National Guard is required to engage in field training or is called for active duty, the employee will be granted a military leave of absence for the duration of the service. The first thirty (30) workdays of the leave shall be with full pay except that a member of the New Jersey National Guard shall receive full pay for the first ninety (90) days. (Thereafter, the leave shall be without pay but without loss of time.) or (Thereafter, the employee shall be paid the difference between military salary and the employee's regular salary.) The paid leave will not be counted against any available time off including but not limited to vacation, sick or personal time. A full-time temporary employee who has served less than one-year shall not be entitled to paid leave but shall be granted non-paid military leave without loss of time.

Employees on military service will also continue to receive paid health insurance coverage during the period of the paid leave plus an additional thirty days calendar days after the paid leave is exhausted. After this period has expired, employees may continue coverage for themselves or their dependents under the Authority's group plan by taking advantage of the COBRA provision. Members of the State administered retirement systems (PERS) will continue accruing service and salary credit in the system during the period of paid leave.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act, any employee released from active duty under honorable circumstances shall return to work without loss of privileges or seniority within the following time limits: for service less than thirty-one (31) calendar days, the employee must return to work on the beginning of the first regularly scheduled workday or eight (8) hours after the end of military duty, with reasonable allowances for commuting; for service of thirty-one (31) to one hundred eighty (180) calendar days, the employee must submit an application for reinstatement within fourteen (14) calendar days after completing military duty; for service greater than one hundred and eighty (180) calendar days, the employee must submit an application for reinstatement within ninety (90) calendar days after completing military duty.

**THE BORDENTOWN SEWERAGE AUTHORITY  
954 FARNSWORTH AVENUE  
BORDENTOWN, NJ 08505  
(609) 291-9105**

**PRIVACY WAIVER**

**TO: ~~Authorized Individual or Official~~ \_\_\_\_\_ ~~Name:~~ \_\_\_\_\_  
~~Representative of any Organization,~~ \_\_\_\_\_ ~~Date of Birth:~~ \_\_\_\_\_  
~~Institution or Repository of Records.~~ \_\_\_\_\_ ~~Social Security #:~~ \_\_\_\_\_**

~~I am an applicant for a position with the Bordentown Sewerage Authority. I am further aware of the fact that there must be an exhaustive background investigation to insure the application submitted by me is accurate. I respectfully request and authorize you to furnish the Bordentown Township Police Department and any investigator of that agency any and all information that you may have concerning my work record, school record, military record, reputation, financial and credit history. Please include any and all medical, physical and mental records or reports including all information of a confidential or privileged nature and photostats of same if requested. This information is to be used to assist the Department in determining my qualifications and fitness for the position I am seeking with the Bordentown Sewerage Authority.~~

~~I hereby release you and your organization or others from any liability or damages which may result from furnishing the information requested above. A photostatic copy of this authorization shall be considered as effective and as valid as the original.~~

~~Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_~~

~~For Authority Use Only:~~

**NOTARY AFFIDAVIT**

**STATE OF \_\_\_\_\_**

**COUNTY OF \_\_\_\_\_**

~~The above named individual did personally appear before me and had indicated that her/she has executed the above instrument on his/her own free will and accord with full knowledge of the intended purpose.~~

~~Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.~~

\_\_\_\_\_  
Notary Public



THE BORDENTOWN SEWERAGE AUTHORITY

APPLICATION FOR EMPLOYMENT

PERSONAL INFORMATION:

Name: \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_  
          Last                            First                            Middle

Present Address: \_\_\_\_\_

Are you 18 years or older: Yes \_\_\_\_\_ No \_\_\_\_\_ Phone No. \_\_\_\_\_

Length of time at this address: \_\_\_\_\_ If less than 10 years, provide previous addresses for last 10 years:

\_\_\_\_\_

Name of spouse: \_\_\_\_\_

Address of spouse: \_\_\_\_\_

Names of dependent children:	Addresses of dependent children:
_____	_____
_____	_____
_____	_____
_____	_____

In case of emergency, notify: \_\_\_\_\_

At address and phone number: \_\_\_\_\_

Do you have a valid driver's license? Yes \_\_\_\_\_ No \_\_\_\_\_ Which State \_\_\_\_\_

Do you have a valid CDL? Yes \_\_\_\_\_ No \_\_\_\_\_ Which State \_\_\_\_\_

EMPLOYMENT DESIRED:

Position: \_\_\_\_\_ Date you can start: \_\_\_\_\_ Salary desired: \$ \_\_\_\_\_

Are you employed now? \_\_\_\_\_ If so, can we contact your present employer? \_\_\_\_\_

Have you ever applied to the Authority before? Yes \_\_\_\_\_ No \_\_\_\_\_ If so, when \_\_\_\_\_

Have you ever worked for the Authority before? Yes \_\_\_\_\_ No \_\_\_\_\_ If so, when \_\_\_\_\_

Reason for leaving prior employment by the Authority: \_\_\_\_\_

Do you have any relatives who work for the Authority? \_\_\_\_\_

**EDUCATION:**

School Level	Name / Location of School	No. of years attended	Did you graduate?	Major area of study
Grammar School	_____	_____	_____	_____
High School	_____	_____	_____	_____
College	_____	_____	_____	_____
Trade, Business, or Correspondence School	_____	_____	_____	_____

**SPECIAL SKILLS:**

Subjects of special study or research work: \_\_\_\_\_  
\_\_\_\_\_

Special training: \_\_\_\_\_

Special skills: \_\_\_\_\_

Special licenses or permits: \_\_\_\_\_

What foreign languages do you speak fluently? \_\_\_\_\_

List memberships in any union or professional or trade organizations: \_\_\_\_\_  
\_\_\_\_\_

List memberships in any civic or service organizations: \_\_\_\_\_  
\_\_\_\_\_

**FORMER EMPLOYERS: (List below last three employers, starting with last one first)**

Name and address of present or last employer: \_\_\_\_\_  
\_\_\_\_\_

Date started: \_\_\_\_\_ Leaving Date: \_\_\_\_\_

Weekly starting salary: \_\_\_\_\_ Weekly final salary: \_\_\_\_\_

Job Title: \_\_\_\_\_ May we contact your supervisor? \_\_\_\_\_

Name and title of supervisor: \_\_\_\_\_ Phone No. \_\_\_\_\_

Description of work: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

Name and address of present or last employer: \_\_\_\_\_  
\_\_\_\_\_

Date started: \_\_\_\_\_ Leaving Date: \_\_\_\_\_

Weekly starting salary: \_\_\_\_\_ Weekly final salary: \_\_\_\_\_

Job Title: \_\_\_\_\_ May we contact your supervisor? \_\_\_\_\_

Name and title of supervisor: \_\_\_\_\_ Phone No. \_\_\_\_\_

Description of work: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

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Name and address of present or last employer: \_\_\_\_\_

Date started: \_\_\_\_\_ Leaving Date: \_\_\_\_\_

Weekly starting salary: \_\_\_\_\_ Weekly final salary: \_\_\_\_\_

Job Title: \_\_\_\_\_ May we contact your supervisor? \_\_\_\_\_

Name and title of supervisor: \_\_\_\_\_ Phone No. \_\_\_\_\_

Description of work: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

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**REFERENCES: Give below the names of three persons not related to you, whom you have known at least one year.**

Name	Address	Business	Years Acquainted
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

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**SERVICE RECORD:**

Branch of Service: \_\_\_\_\_ Induction Date: \_\_\_\_\_

Rank: \_\_\_\_\_ Discharge Date: \_\_\_\_\_