

# **THE TOWN OF EAST LYME**

## **EMPLOYEE HANDBOOK**

Approved 10/5/05

October 2005

## TABLE OF CONTENTS

HISTORY / MISSION STATEMENT .....	1
RECEIPT OF EMPLOYEE HANDBOOK .....	2
INTRODUCTION .....	3
DISCLAIMER .....	3
GLOSSARY OF EMPLOYMENT TERMS .....	4
CONFLICTS OF INTEREST/GRATUITIES .....	5
CONFIDENTIALITY.....	6
EMPLOYEE RELATIONS/OUR OPEN DOOR POLICY .....	8
EMPLOYMENT APPLICATIONS .....	9
EQUAL EMPLOYMENT OPPORTUNITY .....	9
IMMIGRATION LAW COMPLIANCE.....	9
NEW EMPLOYEES .....	10
ORIENTATION .....	10
PERSONNEL FILES.....	10
PROMOTIONS/TRANSFERS/VACANCIES/OPENINGS .....	11
WORKPLACE HARASSMENT POLICY .....	12
WORKPLACE VIOLENCE PREVENTION.....	16
BENEFITS.....	20
EMPLOYEE ASSISTANCE PROGRAM .....	20
INSURANCE .....	20
RETIREE HEALTH PLAN.....	21
TRAINING PROGRAMS/WORKSHOPS/CONFERENCES.....	21
TRAVEL EXPENSE REIMBURSEMENT .....	21
WORKERS' COMPENSATION INSURANCE .....	21
PAID LEAVE TIME .....	23
HOLIDAYS .....	23
JURY DUTY LEAVE .....	23
MILITARY LEAVE.....	24
PERSONAL LEAVE.....	24
SICK LEAVE .....	24
VACATION.....	25
UNPAID LEAVE TIME.....	27
UNPAID LEAVE OF ABSENCE.....	27
PAY POLICIES AND PROCEDURES .....	29
HOURS OF WORK.....	29
OVERTIME.....	29
PAYCHECK ERRORS .....	30

PAY DEDUCTIONS .....	30
PAY PERIODS .....	30
TIMEKEEPING .....	30
W-2 FORM .....	31
RULES AND REGULATIONS .....	32
ATTENDANCE AND PUNCTUALITY .....	32
DRUG AND ALCOHOL USE .....	33
PERSONAL TELEPHONE CALLS .....	36
PURCHASES/CONTRACTS/PAID SERVICES .....	36
SMOKING .....	36
USE OF COMPUTERS, ELECTRONIC MAIL, AND THE INTERNET .....	36
USE OF TOWN VEHICLES .....	37
SAFETY .....	39
POLICY .....	39
REPORTING AN INJURY/OSHA .....	40
SAFETY APPAREL .....	40
MISCELLANEOUS .....	42
EMERGENCY CLOSINGS .....	42
GOOD HOUSEKEEPING .....	42
TERMINATION OF EMPLOYMENT .....	43
EXIT INTERVIEWS .....	43
RETURN OF TOWN PROPERTY .....	43
RESIGNATION .....	43
UNEMPLOYMENT COMPENSATION .....	43
WAGES .....	43
CONFIDENTIALITY/CONFLICT OF INTEREST STATEMENT .....	44
APPENDIX A (NONUNION EMPLOYEE BENEFITS-HOURLY EMPLOYEES).....	45
APPENDIX B (NONUNION EMPLOYEE BENEFITS - SALARIED EMPLOYEES .....	47

## **A BRIEF HISTORY OF THE TOWN OF EAST LYME**

**East Lyme was part of Saybrook, settled in 1635, extending eastward to Bride Brook, and part of New London, settled in 1645 and Pequot. In 1665, in what was known as "The Loving Parting", the lands east of the Connecticut River were set off from Saybrook to become the "new" Town of Lyme. We (East Lyme) were then part of Lyme and New London. In 1801, New London was stripped of its eastern-most lands when the Town of Waterford was formed, and so, once again, our parents were changed to Lyme and Waterford. Finally, in 1839 the Town of East Lyme was carved from these two towns.**

Taken from Olive Tubbs Chendali (1976)  
"An East Lyme Hornbook: The ABCs of East Lyme History"

**East Lyme has a Selectman form of government, Town Meetings, and a Board of Finance. The Town occupies 34.8 square miles and has a population of 18,118 people as of the 2000 census.**

**RECEIPT OF EMPLOYEE HANDBOOK**

**SAMPLE FORM:** An original is attached to the back of the Handbook. Please sign the original form and return it to the Personnel Office.

I have this day received a copy of the Town of East Lyme's Employee Handbook, and I understand that I am responsible for reading the personnel policies and practices described within it. I understand that this handbook replaces any and all prior handbooks, policies and practices of the Town of East Lyme ("East Lyme" or "Town").

Since the information, policies and benefits described herein are necessarily subject to change, the Town may amend or terminate at any time the practices, polices, plans, and benefits described in this Employee Handbook as the need arises and experience dictates. Any changes will supersede the contents of this Employee Handbook.

I understand the practices, policies, plans and benefits in this Employee Handbook apply to all employees including those whose conditions of employment are covered by an individual employment agreement or collective bargaining agreement. However, if the policies of this Employee Handbook differ from the terms of an individual employment agreement or collective bargaining agreement, the provisions and terms of the individual employment agreement or collective bargaining agreement shall apply exclusively to the employee.

I understand that neither this Employee Handbook nor any other written or verbal communication by a Town of East Lyme representative is intended to, in any way, create a contract of employment. Furthermore, I acknowledge that this Employee Handbook is intended for my information and guidance. It is not an employment contract, either expressed or implied, and it does not guarantee any fixed terms or conditions of employment.

If I have any questions regarding the content or interpretation of this Employee Handbook, I will bring them to the attention of my Department Head, Personnel Office or the First Selectman.

**I UNDERSTAND THAT UNLESS MY EMPLOYMENT IS COVERED BY AN INDIVIDUAL EMPLOYMENT AGREEMENT OR COLLECTIVE BARGAINING AGREEMENT, PROVIDING FOR THE CONTRARY, MY EMPLOYMENT CAN BE TERMINATED WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, AT EITHER MY OPTION, OR THE OPTION OF TOWN OF EAST LYME. I understand that I shall be afforded the opportunity of meeting with the Board of Selectmen in an instance of dismissal and/or discipline. Only the First Selectman has the authority to enter into agreements for employment for any specified period of time.**

Please sign and return this form to the Personnel Office office.

\_\_\_\_\_  
EMPLOYEE'S NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE

## INTRODUCTION

This handbook represents a collection of the Town's policies as they have been issued, revised, and amended over time. This handbook is designed to acquaint you with our Town and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand and comply with all provisions of the handbook. It describes many of your responsibilities as a Town employee and outlines the programs developed by the Town to benefit employees.

The practices, policies, plans and benefits in this handbook apply to all employees including those whose conditions of employment are covered by a separate agreement or the terms of a collective bargaining agreement. However, if the policies of this handbook differ from the terms of a separate agreement or collective bargaining agreement, the provisions and terms of the separate agreement or collective bargaining agreement shall apply exclusively.

No employee handbook can anticipate every circumstance or question about policy. As the Town continues to grow, the need may arise, at any time, to amend or terminate the practices, policies, plans and benefits described in this document. Any changes will supersede the contents of this document.

## DISCLAIMER

**This handbook is intended for information and guidance. Since this handbook is only a summary compiled for the convenience of our employees and supervisors, it is not intended to cover all topics or circumstances. It is not an employment contract or agreement of any type, either expressed or implied, does not guarantee any fixed terms and conditions of employment, or guarantee benefits or working conditions between any employee and the Town of East Lyme. Bear in mind that unless your employment is covered by a separate agreement or the terms of a collective bargaining agreement, providing for the contrary, your employment with the Town is not for any specific time and may be terminated at-will by you or the Town for any reason and at any time.**

**The Town may change, delete, suspend, or discontinue any part or parts of this handbook at any time without prior notice and any such action shall apply to existing as well as future employees. Continuation of employment after any such action constitutes consent to such action. Additionally, the Town reserves the right to respond to specific situations in whatever manner it believes best suits the needs of the Town. Consequently, the Town=s actions, from time to time, may vary from the attached policies and procedures, or any subsequent policies and procedures implemented. Furthermore, the Town=s actions may from time to time be guided by policies and procedures which are not contained in this handbook.**

Employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with the Town. Your Department Head or the First Selectman will be available to address any questions not answered by this handbook.

## **GLOSSARY OF EMPLOYMENT TERMS**

**Board of Selectmen:** Elected Officials who are responsible for establishing broad plans and contributing to policy decisions.

**First Selectman:** The First Selectman, as Chief Executive Officer, is responsible for the administration of these policies and procedures. As such, the First Selectman shall hire, promote, advance, or terminate employees consistent with the Town Charter and applicable ordinance.

**Employee:** A person who receives wages or salary from the Town.

**Employer:** The Town of East Lyme or the Town.

**Department Head:** Personnel responsible for delegating and/or supervising daily work assignments.

**Exempt:** Employees who are not subject to the overtime provisions of the wage and hour law. They have qualified for exemption under the law as executive, administrative, or professional employees, and outside salespersons, under the Fair Labor Standards Act ("FLSA") and truck drivers who are subject to the Railway Labor Act.

**Nonexempt:** Employees who are compensated hourly or who are eligible for overtime as provided in the wage and hour law.

**Introductory/New Employee:** A newly hired person who has not yet completed six (6) months of uninterrupted employment. Introductory employees are not eligible for Town fringe benefits described in this handbook, except as granted on occasion, or to the extent required by provision of state and/or federal laws.

**Regular Full-Time:** An employee who is not in a temporary or introductory status, who is regularly scheduled to work a minimum of thirty-five (35) hours per week, and who maintains continuous regular employment status. Regular full-time employees are eligible for Town fringe benefits, as described in this handbook.

**Regular Part-Time:** An employee who is not in a temporary or introductory status and who is regularly scheduled to work more than twenty (20) and less than thirty-five (35) hours weekly and maintains continuous employment. Regular Part-Time employees are eligible for Town fringe benefits described in this handbook on a pro-rated basis except for medical, dental, accidental death and dismemberment, disability and life insurance which are not pro-rated.

**Part-Time:** An employee who is not in a temporary or introductory status and who is regularly scheduled to work less than twenty (20) hours weekly and maintains continuous employment. Part-Time employees are generally not eligible for benefits described in this handbook, except as granted on occasion, or to the extent required by provision of state and/or federal laws.

**Temporary/Seasonal Employee:** Any individual hired for a specific period of time or for the completion of a specific project. The job assignment, work schedule, and duration of the position will be determined on an individual basis. Temporary employees are generally not eligible for benefits described in this handbook, except as granted on occasion, or to the extent required by provision of state and/or federal laws. Those temporary employees who qualify as “nonexempt” (see definition set forth above) and who work more than forty (40) hours during any work week will receive overtime pay pursuant to applicable state law. If a Temporary/Seasonal employee is subsequently appointed to a full-time status, the employee will become eligible for benefits **six (6) months** after their appointment to full-time status.

**Per Diem:** An employee who is hired to fulfill a specific need on an “on-call” basis.

**Anniversary Date:** The first day you report to work is your “official” anniversary date. Your anniversary date is used to compute various conditions and benefits described in this handbook.

**Re-employment:** The status of an employee who leaves the Town on good terms (i.e., leaves voluntarily, gives two (2) weeks notice, works fully through the last two (2) weeks, is not terminated, etc.) and later seeks re-employment with the Town. Former employees who are rehired after a break in service of less than one (1) year will be allowed to retain any status that they had accumulated during the previous employment period, such as seniority, vacation, etc.

## **CONFLICTS OF INTEREST/STANDARDS OF CONDUCT**

This policy applies to all employees of the Town of East Lyme, and to all elected and appointed officials, without exception.

It is the Town’s policy to carry out its mission fairly, impartially and in an ethical manner. This commitment means that the Town and its employees are expected to believe in and practice the following values:

- ! To be honest and trustworthy in all business endeavors.
- ! To be responsible, truthful, and accurate in all communication and activity.
- ! To be dedicated and loyal to the Town and to our country and its laws.
- ! To honor the public’s trust by using Town property, materials, and resources only for Town purposes and not for personal benefit or gain.

**Procedure:** The Town of East Lyme has established a variety of mechanisms for employees to receive information or to obtain counseling on ethics related issues, as well as to report suspected violations. The mechanisms include the following:

- A. **Reporting Issues or Concerns.** It is always recommend that an employee initially seek help or guidance with business ethics from their immediate Department Head to resolve issues or concerns. However, employees do not have to go through the regular chain of reporting procedures when reporting suspected violations. Moreover, if the individual is uncomfortable contacting his or her Department Head because he or she believes the Department Head may not

receive the complaint impartially, the employee may contact the First Selectman or any other member of the Board of Selectmen. All reports to or requests of the First Selectman, his/her designee or the Board of Selectmen whether verbal or written, including the identity of the employee and the information provided will be treated confidentially to the maximum extent possible.

- B. **First Selectman or Designee** Employees may contact the First Selectman or his/her designee at any time for advice, information, policy interpretation, or procedures for reporting of suspected ethics violations, or issues.

All reports will be investigated. If the Town determines that the allegations in the complaint have been established by the investigation, the Town will discipline the charged individual. Discipline will be appropriate to the offense and may include termination. The complainant will be notified of the disposition of the investigation.

**Business Ethics for Employees.** As stated above, honesty and integrity are expected of all employees in all Town activities. This includes avoiding the perception of impropriety, or purposely misleading others through what is said or done, or not said or done. A good test for an employee to determine compliance with Town Standards of Ethical Conduct is to ask him or herself "Am I sure that neither the Town nor I will be embarrassed or compromised if/when my action becomes known within the Town or publicly?" A "no" answer signals there is a problem.

- A. **Utilizing and Protecting Town Assets and Other Data.** All employees have a responsibility to protect and safeguard Town assets against loss, theft, and misuse. Town assets include not only cash and physical articles such as computers, vehicles, tools, office supplies, etc., but also information about Town residents.
- B. **Physical Property.** Town equipment, supplies, and facilities are the sole property of the Town and, as such, may only be used for conducting town business or for other purposes expressly authorized by the Board of Selectmen.
- C. **Gifts, Gratuities and Entertainment.** Employees may provide and accept customary business amenities, such as advertising, promotional, or goodwill gifts (e.g., pens, mugs, calendars) of nominal retail value (**less than \$25.00 value**). It is also acceptable for employees to participate in business-related functions, such as lunches or dinners. However, good judgment must be exercised regarding the cost, frequency, and the intent to influence or appearance of being influenced.

Entertainment of prospective or current suppliers or members of his or her family may be permissible if the circumstances are clearly based on a personal or social relationship rather than the business position of the supplier or the Town employee. Employees must use good judgment in ensuring that social activities are sporadic and reciprocal in nature, and do not create an improper appearance.

- D. **Recording and Reporting Information.**

All employees are responsible for accurately and honestly recording all data or information. This includes all Town records such as timecards, expense reports, and so on. It is improper for any employee to report and present data in a way that is intended to mislead or misinform.

- E. **Employment of Spouse and Relatives.** Hiring of spouse or other relatives as employees or consultants is permitted only with the knowledge and consent of the Board of Selectmen. A spouse or other relative may not be placed in or accept a position involving a direct or indirect reporting relationship to the current employee.

**Business Ethics for Employees Outside of Normal Work Hours:** There are activities that you may participate in as a private individual, which, because of your employment with the Town of East Lyme, may lead to conflicts of interest or other concerns. A conflict of interest may be cause for dismissal.

- A. **Conflict of Interest.** A conflict of interest exists if an employee participates in non-town activities or interests that affect the employee's loyalty, objectivity, or commitments to the Town. The most common conflicts are addressed below.
- (1) **Time and Assets.** Employees may not perform outside work or solicit business while on Town time or premises, and may not use Town materials, resources, property, or proprietary information for any non-Town purpose. The Town's electronic communications systems (e.g., telephones, computers, copying machines, fax machines, etc.) should be used for business purposes only.
  - (2) **Political Activity.** Employees who run for office, serve as a public official or campaign for a political candidate must do so on their own personal time. Town assets and resources may not be used or deployed in support of personal political activity, nor will the Town reimburse employees for expenses incurred in support of personal political activity.

**Compliance.** While it is important that common sense be employed in interpreting and carrying out these standards of business ethics and conduct, violations to this policy may result in serious consequences for the Town of East Lyme and its employees. Employees are encouraged to become familiar with the policy areas and procedures affecting them, and to seek assistance or guidance when necessary.

Employees have the responsibility to be alert and sensitive to actions by others that may be improper, unethical, or illegal. If or when it appears that a fellow employee may be in violation of Town rules or regulations, employees have the obligation to bring that situation to his or her attention and, if not corrected, to the attention of the resources identified in Section IV above. While employees are encouraged to report known or suspected violations to the Town, information obtained through rumor or hearsay should be handled with care and good judgment.

**VIII. Disciplinary Action as a Result of Non-Compliance:** The Town of East Lyme is committed to operating according to the highest standards of business ethics and conduct. This policy is important to the Town and should be taken seriously by all employees. As a result, non-compliance or violation of these standards will not be accepted or tolerated, and will lead to disciplinary action up to and including termination.

## **CONFIDENTIALITY**

As an employee of the Town, you have access to confidential information. Confidentiality is to be observed and respected at all times both within and outside the office. Your employment with the Town assumes an obligation to maintain confidentiality, even after you leave our employ.

Discussions of confidential information must take place in private settings away from members of the general public. You must not discuss or reveal confidential information except when such disclosure is made in the ordinary course of your duties. If you are questioned by someone outside the Town and you are concerned about the appropriateness of giving him or her certain information, remember that you are not required to answer, and that we do not wish you to do so. Instead, as politely as possible, refer the question to your Department Head or the First Selectman.

Moreover, business and financial records are the property of the Town and are not to be copied or removed from the office without the Town's permission. Before releasing any records, employees shall consult with the First Selectman. Under no circumstances shall such Town documents or information be used for your own purposes or shown to friends, family members, or any third party either inside or outside of the Town during or after the term of your employment. Because of its seriousness, disclosure of confidential information could lead to discipline, up to and including termination and/or legal action. Employees are required to sign a Confidentiality Pledge that they will keep all information they acquire on the job private and secure. (See Confidentiality/Conflict of Interest Statement at the end of this Employee Handbook).

Finally, the Town shall comply with the rules and regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPPA").

## **EMPLOYEE RELATIONS/OUR OPEN DOOR POLICY**

Our employees have the freedom to speak for themselves and discuss their concerns, suggestions, and problems with us. All employees should utilize the Town's Open Door Policy to raise problems, complaints, or concerns they may have regarding employment with the Town. We firmly believe we have much to offer and will continue to listen and endeavor to respond to the concerns and needs of our employees. If you have any questions, we urge you to talk with your Department Head or the First Selectman.

Our open door policy allows all questions regarding your employment to be discussed through both informal and formal procedures. Most of your questions and concerns regarding employment issues may be satisfactorily settled by your Department Head. If these discussions prove unsatisfactory, you may present the issue to the First Selectman.

By using this open door procedure, you may raise concerns, ask questions, and discuss problems at the highest levels of the organization, if necessary. The Town hopes that you take constructive advantage of this procedure. Employees will not be subjected to any form of retaliation for identifying issues or raising a problem.

Suggestions and Ideas. We Value Your Ideas! Ask any of our employees who have worked with us for a long time and they will probably tell you of the many changes and improvements that have come about in their departments since they first joined us. We believe the person doing a job is in the best position to think of ways of doing it more easily, more efficiently, and more effectively. If you think of a better way of doing your job or the job of a fellow employee, discuss it with your Department Head or the First Selectman.

## **EMPLOYMENT APPLICATIONS**

The Town relies upon the accuracy of information contained in the employment applications and resumes, as well as the accuracy of other data presented throughout the hiring process and employment. The Town may investigate references provided by an applicant to determine the applicant's ability. The Town may seek waiver to check prior employment and/or criminal records. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Town's exclusion of the individual from further consideration for employment or if the person has been hired, termination of employment.

## **EQUAL EMPLOYMENT OPPORTUNITY**

It is our policy to provide equal employment opportunity without regard to race, color, sex, age, disability, religion, national origin, citizenship status, ancestry, marital status, veteran status, or any other criteria protected under applicable federal, state, or local law. This policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, and all other conditions and privileges of employment in accordance with applicable federal and state laws. We are fully committed to this principle and to obtaining the cooperation and understanding of this effort by all of our employees.

## **IMMIGRATION LAW COMPLIANCE**

The Town is committed to employing only persons who are authorized to work in the United States. The Town does not discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Former employees who are rehired must also complete the form if they have not completed an I-9 with the Town within the past three years, or if their previous I-9 is no longer retained or valid.

## **NEW EMPLOYEES**

Before you, as an introductory employee, can achieve regular status (see Glossary of Employment Terms) you must meet two requirements:

- 1) You must successfully complete six (6) months of continuous, active employment; and
- 2) You must have successfully performed your duties and responsibilities during the six (6) months introductory period. Since this introductory period is an extension of the application/examination process, a determination of unsatisfactory performance is considered a failure to meet the basic job qualifications.

**YOUR EMPLOYMENT CAN BE TERMINATED WITH OR WITHOUT CAUSE, DURING THIS SIX (6) MONTH PERIOD OR AT ANY OTHER TIME, AT EITHER YOUR OPTION, OR THE OPTION OF THE TOWN. Only the First Selectman has the authority to enter into agreements for employment for any specified period of time.**

## **ORIENTATION**

Upon joining our Town you will be given a copy of the Employee Handbook. The Town requires the reading of this Employee Handbook. You will need to complete employment and tax forms, determine your date of eligibility for benefits, and learn about certain routines in the operation of the Town. We encourage you to ask questions and to take an active part in learning your new work environment.

## **PERSONNEL FILES**

The Town maintains all your employee and payroll records. It is important to keep your personnel file up to date.

Coverage or benefits that you and/or your family receive could be negatively affected if the information in your personnel file is incorrect. Please inform the Personnel Office of any change(s) in the following items, as soon as possible:

- Legal name
- Home address
- Home telephone number
- Person to contact in case of emergency
- Number of dependents
- Marital status
- Change of beneficiary
- Military or draft status
- Exemptions for your W-4 tax form
- Driving record or status of driver's license and proof of insurance, if the employee operates a vehicle to conduct Town business.

Since the Town refers to your personnel file to make decisions in connection with your employment, it is to your benefit to make sure your personnel file includes information concerning the completion of educational or training courses, work-related areas of interest, and skills that may not be part of your current position.

Personnel files are the property of the Town, and access to the information they contain is restricted. In addition to the employee, generally, only the First Selectman and the Personnel Office staff are allowed to review information in a file.

Information provided to external agencies (e.g., credit agencies, potential employers) is limited to name, title, dates of employment, and wage or salary history. No other information will be released unless the employee or former employee has given written permission for release or unless the Town is required to disclose such information by law.

Employees who wish to obtain a copy or review their file must submit a written request to the Personnel Director and may review their personnel file in the presence of an individual appointed by the Town to maintain files.

Medical Records. Medical records, if any, are maintained in separate, confidential files in the Personnel office. Copies of medical records may be provided in compliance with State and/or Federal regulations.

#### **PROMOTIONS/TRANSFERS/VACANCIES/OPENINGS**

It is the policy of the Town to fill vacant positions with qualified individuals through internal promotions and transfers, whenever possible. However, the Town may publicly advertise or internally post positions and call fill positions in any manner and from any source, it desires.

The Town may reassign and/or transfer employees, on a temporary basis, consistent with Town needs. Such reassignments may include transfers to different locations and also on a shift-by-shift basis. The Town may return the employee(s) to their former position(s) when possible.

## **WORKPLACE HARASSMENT POLICY**

The Town depends upon a work environment of tolerance and respect for the achievement of its goals. The Town is committed to providing a working environment that is free of all forms of abuse or harassment. The Town recognizes the right of all individuals to be treated with respect and dignity.

Workplace harassment including, but not limited to, verbal slurs, negative stereotyping, overt hostility, and the dissemination of written or graphic material designed to attack someone based on their race, color, sex, age, disability, religion, national origin, ancestry, marital status, or sexual orientation is prohibited.

Because the Town takes allegations of workplace harassment seriously, we will respond promptly to complaints of workplace harassment and where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including discipline where appropriate.

It is important to note that while this policy sets forth our goals of promoting a workplace that is free of any form of harassment, the policy is not designed or intended to limit our authority to take disciplinary or remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of workplace harassment.

### **I. SEXUAL HARASSMENT**

Sexual harassment is a form of workplace harassment which adversely affects the employment relationship. It is prohibited by State and Federal law. Sexual harassment of employees occurring in the workplace or in other settings in which employees of the Town may find themselves in connection with their employment is unlawful and will not be tolerated by the Town. The Town also condemns and prohibits sexual or other harassment by any vendor, resident, or member of the general public.

Definition of Sexual Harassment. Sexual harassment does not refer to purely voluntary and welcome social activities. It refers to behavior that is not welcome by the individual, that is personally offensive to him or her, and that undermines morale and/or interferes with the ability of the individual to work effectively. While it is not possible to list all the circumstances that may constitute sexual harassment, the following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Verbal abuse of a sexual nature;
- Use of sexually degrading words;
- Jokes or language of a sexual nature;
- Conversation or gossip with sexual overtones;
- Obscene or suggestive gestures or sounds;
- Sexually-oriented teasing;
- Inquiries into one's sexual experiences;

- Verbal comments of a sexual nature about an individual's appearance or sexual terms used to describe an individual;
- Discussion of one's sexual activities;
- Comments, jokes or threats directed at a person because of his/her sexual preference;
- Unwelcome and repeated invitations (for lunch, dinner, drinks, dates, sexual relations);
- Physical contact such as touching, hugging, kissing, stroking, fondling, patting, pinching, or repeated brushing up against another's body;
- Demands or requests for sexual favors accompanied by implied or overt threats concerning an individual's employment status or promises of preferential treatment.
- Deliberate bumping, cornering, mauling, grabbing;
- Assaults, molestations, or coerced sexual acts;
- Posting or distributing sexually suggestive objects, pictures, cartoons, or other materials;
- Sexually-oriented letters or notes;
- Sending offensive or discriminatory messages or materials through the use of electronic communications (e.g., electronic mail, including the Internet, voice mail, and facsimile) which contain overt sexual language, sexual implications or innuendo, or comments that offensively address someone's sexual orientation;
- Staring at parts of a person's body;
- Sexually suggestive gestures, leering; and
- Condoning sexual harassment.

Sexual harassment is not limited to prohibited behavior by a male employee toward a female employee. Sexual harassment can occur in a variety of circumstances. Here are some things to remember.

- A man as well as a woman may be the victim of sexual harassment, and a woman as well as a man may be the harasser;
- The harasser does not have to be the victim's supervisor;
- The victim does not have to be of the opposite sex from the harasser; and
- The victim does not have to be the person at whom the unwelcome sexual conduct is directed. The victim may be someone who is affected by the harassing conduct, even when it is directed toward another person, if the conduct creates an intimidating, hostile, or offensive working environment for the co-worker or interferes with the co-worker's work performance.

The Rule. It is, therefore, against the policies of the Town for any individual of the Town, male or female, to harass another individual sexually, that is, by making unwelcome sexual advances, requests for sexual favors, or other uninvited verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either implicitly or explicitly a term or condition of an employee's employment;
- Submission to, or rejection of, such conduct by an individual is made the basis for employment decisions affecting the employee;
- Such conduct has the purpose or effect of interfering with an individual's work performance;
- A hostile or intimidating work environment is created for the individual.

## II. INDIVIDUAL RESPONSIBILITIES FOR PREVENTING WORKPLACE HARASSMENT

Each individual of the Town is personally responsible for:

- Ensuring that his or her conduct does not sexually harass any other person with whom he or she comes in contact on the job, such as an outside vendor, resident, or member of the general public;
- Cooperating in any investigation of alleged sexual harassment by providing any information he or she possesses concerning the matter being investigated;
- Actively participating in efforts to prevent and eliminate sexual harassment and to maintain a working environment free from such discrimination;
- Ensuring that an individual who files a sexual harassment claim or cooperates in an investigation may do so without fear of retaliation or reprisal;

Any individual who believes he or she has been the subject of any form of sexual harassment may advise the individual of the offensive nature of the conduct or action being objected to or bring the alleged incident or situation to the attention of his or her Department Head or the First Selectman.

It is also against the policy of the Town for an individual to harass any person with whom the individual comes in contact on the job or to engage in any harassment or inappropriate or unprofessional conduct in the workplace.

## III. VIOLATION OF POLICY

Retaliation. Retaliation against an individual for filing a complaint of workplace harassment or for cooperating in an investigation of a complaint is against the law.

The Town will take appropriate disciplinary action, up to and including termination, against employees who retaliate against those who object to or report harassment or participate in an investigation.

#### IV. PROCEDURES FOR COMPLAINTS

- A. Complaint. The Town has designated an EEO Grievance Officer. The current EEO Grievance Officer is the (check with Personnel Office). If any individual believes he or she has been subjected to workplace harassment, the individual should initiate a complaint by contacting the EEO Grievance Officer as soon as possible. The individual should file the complaint promptly following any incident of alleged harassment. The individual should be aware that the longer the period of time between the event giving rise to the complaint and the filing, the more difficult it will be for the Town to reconstruct what occurred. The individual may be requested to write out his or her complaint to document the charge.

Note: If an individual prefers to discuss a possible harassment problem with his or Department Head, the individual may always do so. However, individuals do not have to go through the regular chain of reporting procedures when reporting workplace harassment. Moreover, if the individual is uncomfortable contacting the EEO Grievance Officer because he or she believes the EEO Grievance Officer may not receive the complaint impartially, the individual may contact the First Selectman or a member of the Board of Selectmen as the individual may feel necessary.

- B. Investigation. On receiving the complaint, the EEO Grievance Officer or (check with Personnel Office), will promptly conduct an investigation into the matter. The charged individual will be asked to respond to the complaint. Additional investigation will be made to the extent appropriate in each case. If, after the completion of this investigation, it is determined that there is reasonable cause for finding a violation of this policy, The Town will notify the complainant and the charged individual of the finding verbally. This process will be confidential to the extent consistent with an effective investigation, subject to the business needs of the Town
- C. Decision. After the charged individual has responded and any investigation that may be warranted has been concluded, the Town will make a final decision. If the Town finds that the investigation substantiates the allegations in the complaint, the Town will discipline the charged individual. Disciplinary action will be appropriate to the offense and may include termination. The complainant will be notified of the disposition of the investigation.

**ANY QUESTIONS ON THIS POLICY SHOULD BE REFERRED TO THE EEO GRIEVANCE OFFICER OR THE FIRST SELECTMAN.**

## WORKPLACE VIOLENCE PREVENTION

Acts and threats of violence in the workplace are one of the most serious and frustrating problems employers and employees alike may face. The Town will endeavor to be consistent in the handling of these behavioral issues, which potentially could cause a serious problem for employees, residents, and the general public. Employees need to know that hostility, threats, intimidation, and assaults will not be tolerated.

The Town seeks to have a workplace free of violence and the threat of violence. All employees should note that **THERE WILL BE ZERO TOLERANCE OF ACTS OR THREATS OF VIOLENCE IN OUR WORKPLACE BY RESIDENTS, EMPLOYEES, FAMILY MEMBERS, THE GENERAL PUBLIC, AND/OR ANYONE WHO CONDUCTS BUSINESS WITH THE TOWN.**

It is the intent of the Town to provide a workplace which is free from physical attacks, harassment, property crimes, threats, or any other violent act(s). The Town has developed the following procedures and principles with regard to violence in the workplace. It is imperative that each employee familiarizes him or herself with these policies and regulations in order to facilitate the goals of the Town in this regard.

### I. DEFINITIONS.

A. For this policy "Acts of violence" or "threats of violence" are defined as:

1. Any act of physical violence including, but not limited to, pushing, shoving, punching, striking, pinching, biting, kicking, wrestling, slapping, or any other aggressive or unsolicited unwanted contact between two parties. By their nature, physical attacks often involve breaking criminal laws.
2. A threat of immediate or future harm, made seriously or in jest, whether verbally, in writing or by an employee's conduct or physical gesturing. Examples include: "if you make that decision, I will have to hurt (or kill) you," or "I am going to beat the hell out of you." Threats are significant because they may precede actual acts of violence. There is also substantial evidence that threats can produce as much psychological damage as actual physical acts. By their nature, threats, which might include incidents of stalking, often involve breaking criminal laws.
3. Any implied threat, made seriously or in jest, made either verbally or by an employee's conduct or physical gesturing, that a reasonable person would construe as coercive, intimidating, or menacing.
4. Harassment, often involving verbal abuse, including unwanted telephone calls, involves acts or language by a party designed to damage or harms another.

5. Vulgar or obscene language, racial or ethnic slurs.
6. Brandishment of, or threatening with, a weapon, dangerous instrument or item construed to be or utilized as a weapon. Such instruments include but are not limited to firearms (including but not limited to models, replicas, or an object whose outline represents a firearm), knives, mace, bats, ammunition, clubs, and other such items.
7. Property Crimes: Violent people sometimes express their aggressions in acts of property crimes, sabotage, theft, and destruction. This includes the abuse or destruction of Town property, tools, or equipment.

**POSSESSION OF ANY OF THE ABOVE REFERENCED WEAPONS OR DANGEROUS INSTRUMENTS BY AN EMPLOYEE DURING WORK HOURS OR ON THE TOWN PROPERTY IS STRICTLY FORBIDDEN.**

B. "Workplace" is defined as:

1. An employee's immediate and/or assigned work area.
2. All Town property including buildings, grounds, and parking areas.
3. Town vehicles.
4. The area in which an employee is assigned to work whether or not this area is located specifically on Town property.

II. WORKPLACE MISCONDUCT

- A. Exclusive of police officers the possession of firearms, whether or not licensed, and including, but not limited to, models, replicas, or an object whose outline represents a firearm, and/or ammunition, in the workplace is grounds for discipline up to and including termination.
- B. The use of a weapon or any other dangerous instrument in a fight or disagreement with another worker or member of the general public is grounds for an immediate termination. Similarly, threatening anyone with a weapon also may be treated as grounds for immediate termination.
- C. An employee who starts a fight with anyone will be subject to discipline, up to and including termination.
- D. Employees who feel they are being provoked or harassed by co-workers or a member of the general public should discuss this problem with their Department Head or the First Selectman.

- E. All employees are required to meet the Town's standards of courtesy to members of the general public, co-workers, and participants.

### III. REPORTING PROCEDURES

- A. It is the duty and obligation of all employees who either experience or observe any act or threat of violence in the workplace to immediately report such behavior to their Department Head or the First Selectman. Failure to report such behavior may result in disciplinary action, up to and including termination, for the employee involved.
- B. Call 911 if you believe there is an immediate emergency.
- C. Employees may sometimes be involved in personal disputes with family members or neighbors that can sometimes escalate to the point that injunctions, restraining orders, and other court orders are sometimes sought. We request that employees include their work location as well as their residence in the order. We suggest that the employee inform the First Selectman of the issuance of such an order and provide a description of the individual cited in the order. Even in the case where an employee has not secured a court order but fears for his or her safety, we request that the employee notify the police department immediately, and inform the First Selectman as soon as practicable.
- D. The Town will immediately investigate and evaluate the situation. In situations involving weapons, or in situations where the threat of bodily harm is immediate and readily apparent, a Department Head may suspend the individual(s) in question and provide a written summary of the incident to the First Selectman for further action. Each incident of violent behavior, whether the incident is committed by another employee or an external individual such as a family member, resident, or vendor, must be reported. The Town (police, or representatives, as appropriate) will assess and investigate the incident and determine the appropriate recommended action to be taken.
- E. In situations involving physical altercations or weapons, the Town may request the aid and presence of police personnel.

### IV. DISCIPLINARY REMEDIES

- A. Each incident will be evaluated independently and a proper remedy will be provided based upon the nature of the offense, duration, totality of the circumstances, and past offenses. Remedies could range from an oral reprimand to suspension and/or immediate termination depending upon the severity of the offense. The employee may be subject to criminal charges and penalties.
- B. Incidents involving weapons or other dangerous instruments are grounds for immediate suspension and/or termination from employment.

- C. Any employee who acts in good faith by reporting real or implied violent behavior will not be subjected to any form of retaliation or harassment. Any action of this type resulting from a report of violence must be reported to the First Selectman for investigation and decision regarding proper action and sanction. Conversely, false or malicious reporting will also result in investigation and appropriate sanction.

V. PREVENTION

The Town subscribes to the concept of a safe work environment and supports the prevention of workplace violence. Prevention efforts include, but are not limited to, informing employees of this policy, instructing employees regarding the dangers of workplace violence, communicating the sanctions imposed for violating this policy, and providing a reporting system within which to report incidents of violence without fear of reprisal.

## **BENEFITS**

The Town provides a wide range of benefits for our eligible employees. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law. Eligibility for other benefits is dependent upon a variety of factors, including the employee's classification. See Appendix A (Non-Union Hourly Employees) and Appendix B (Non-Union Salaried Employees).

Temporary, Per-Diem, and Part-Time Employees, working less than twenty (20) hours, are not eligible for any benefits unless the specific benefit provision expressly states that it is applicable or such benefits are required to be provided by law.

Details of many of these programs can be found elsewhere in the Employee Handbook and should be carefully reviewed. A package describing each of the offered benefits, in detail, will be provided to each new employee. The Personnel Assistant or the Finance Director can identify the programs for which you are or will be eligible. It is then the employee's responsibility to initiate enrollment in those plans he or she selects.

### **EMPLOYEE ASSISTANCE PROGRAM**

The Town offers a free Employee Assistance Program ("EAP") to all employees and their dependents. This service provides confidential consultation and referral by professionals for problems relative to marriage, family, depression, finances, drug/alcohol abuse, stress, gambling, weight/eating disorders, and legal issues.

If you or anyone in your immediate family is experiencing a personal or family problem, please seek help by calling the EAP telephone number (442-3419) to set up an appointment or leave a message.

Employee referrals will be handled with the highest degree of confidentiality. The information and records of this program are considered to be medical in nature and are maintained in the same confidential manner.

Information regarding EAP will be provided to you at your orientation.

### **INSURANCE**

Medical and Dental Insurance. We provide medical and dental insurance for our regular full-time employees (see Glossary of Employment Terms) and their enrolled dependents effective the 1<sup>st</sup> of the month following the first full month of employment. Employees who elect coverage are required to contribute their portion of the premium cost through automatic payroll deduction at the time coverage begins. Medical and Dental insurance terminates at the end of the last month during which an employee was employed. See Appendix A (Non-Union Hourly Employees) and Appendix B (Non-Union Salaried Employees).

Term Life Insurance and Accidental Death and Dismemberment Policies. The Town provides term life insurance and accidental death and dismemberment policies for regular full-time employees commencing the 1<sup>st</sup> of the month following start of employment (see Glossary of Employment Terms). Coverage terminates with the last month of employment.

A detailed explanation of all benefits, limitations, and provisions is provided in separate booklets with which you will be provided. If you have any questions about the Town's insurance plan(s), please contact the Personnel Assistant or the Finance Director.

## **RETIREE HEALTH CARE**

The Town provides retiree health care for the benefit of its retired employees ("retiree") and his/her spouse (who is the spouse of such retiree at the time of the retiree's retirement and who remains the retiree's spouse). See Appendix A (Non-Union Hourly Employees) and Appendix B (Non-Union Salaried) Employees.

## **TRAINING PROGRAMS/WORKSHOPS/CONFERENCES**

The Town encourages all employees to further their training and education within their respective positions. The Town may arrange for employees to attend formal and informal training programs, workshops, and conferences, depending of the availability of funds, and approval by the First Selectman. All or a portion of the expenses for off-premises training will be paid for by the Town depending on the nature of the course. Check with your Department Head ~~the First Selectman~~ for details.

If you become aware of a particular seminar that you believe is appropriate for enhancing your skills (and/or those of other employees), please bring it to the attention of your department head or the First Selectman, as appropriate.

## **TRAVEL EXPENSE REIMBURSEMENT**

The Town will reimburse employees for authorized business and/or travel expenses. In order to receive reimbursement, employees must have the Department Head's prior written authorization and must submit a Travel Expense Statement accompanied by receipts and approved by the Department Head. Employees should submit their Travel Expense Statement by the last day of each month. Overnight stays and out of state travel for which reimbursement will be requested requires pre-approval of the First Selectman.

## **WORKERS' COMPENSATION INSURANCE**

The purpose of the workers' compensation law is to provide financial assistance to you if you are injured on the job. On-the-job injuries are covered by workers' compensation insurance. How much you will be paid, for how long, and when benefits become payable may vary. While absent from work on Workers' Compensation, the employee will not continue to accumulate vacation time or accrue seniority. Neither the Town nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the

Town, or during an employee's employment by another Employer. See Appendix A (Non-Union Hourly Employees) and Appendix B (Non-Union Salaried) Employees.

## PAID LEAVE TIME

### **HOLIDAYS**

Regular full-time and regular part-time employees (see Glossary of Employment Terms) shall receive the following paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve (half-day)
Independence Day (July 4th)	Christmas Day

An additional holiday, "Floating Holiday" during the fiscal year will be designated by the First Selectman each fiscal year.

In order to qualify for holiday pay, employees must be on active payroll, and must have worked the last scheduled day before and the first scheduled day after a holiday.

Holidays which fall on Saturday are observed on the preceding Friday and holidays which fall on Sunday are observed on the following Monday.

When an observed holiday falls during an employee's vacation period, the employee will receive an extra day off in lieu thereof.

If an employee is required to work on an observed holiday, the employee will be paid one and one-half (1 ½) times his or her regular hourly rate of pay.

### **JURY DUTY LEAVE**

Regular full-time employees, who are required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as the result of such service, up to a maximum of five (5) calendar days.

#### Procedure:

1. An employee who receives notice of jury duty must notify his or her Department Head as soon as possible.
2. An employee serving on jury duty must present the official court documentation to his or her Department Head who will thereafter arrange for remuneration.

## **MILITARY LEAVE**

Employees entering the Armed Forces of the United States, pursuant to the provisions of the Universal Military Training and Service Act, as amended by the Uniform Services Military Selective Service Act of 1967 and as further amended by the Uniform Services Employment and Reemployment Act of 1994 (and as may be hereafter amended), shall be granted all rights and privileges provided by law. During required annual training, the employee shall be paid the difference, if any, between his/her regular base pay and military compensation.

## **PERSONAL LEAVE**

In addition to annual vacation and official Town holidays, full-time employees shall receive ~~four~~ (4) personal leave days each per fiscal year as set forth in Appendix A. The Town provides these days to allow employees the flexibility to meet family obligations or emergencies, handle personal business, schedule medical appointments, which cannot be conducted outside of business hours, or celebrate a holiday not recognized by the Town.

Personal leave days must be used in the fiscal year in which they are accrued and cannot be carried over to the following year. There is no reimbursement for unused personal leave following the termination of employment.

Personal leave time shall be taken in not less than two (2) hour increments.

Requests for personal leave must be made by the employee, in writing, and approved by the First Selectman or his designee, prior to taking a personal leave day, except in emergency situations.

## **SICK LEAVE**

The Town provides sick time off with pay to all regular full-time and regular part-time employees (see Glossary of Employment Terms), who have completed their introductory period, for temporary absence due to illnesses or injuries.

Sick leave is a privilege, not a right. It is not intended as extra vacation time. Sick leave may be used for the personal illness or injury of the employee. In addition, sick leave may be used when the employee is required to undergo medical, optical, or dental treatment which cannot be accomplished on off-duty time.

The following basic guidelines for sick leave are observed by the Town:

- An employee who is unable to report to work for any reason must inform his or her Department Head as soon as possible and, with the exception of emergency situations, is requested to provide notice within two (2) hours of the start of business. Please call your Department Head directly. Failure to comply with this provision may result in the denial of sick leave or in disciplinary action.
- Employees may be required to provide medical verification of an illness at any time.

- Sick leave shall not be paid before or after a regularly scheduled holiday or before or after a vacation unless a written physician's note is obtained.
- Employees may use up sick days for family illness or injury.
- Unused sick time may not be transferred to or used as vacation time.
- Sick leave does not accrue when an employee is on either a paid or unpaid leave of absence or when an employee is on work related injury leave for an entire calendar month.

Sick leave benefits shall accrue in accordance with Appendix A (Non-Union Hourly Employees) and Appendix B (Non-Union Salaried Employees):

## **VACATION**

The Town provides vacation time off with pay to regular full-time and regular part-time employees (see Glossary of Employment Terms) to provide opportunities for rest, relaxation, and personal pursuits.

The following basic guidelines for vacations are observed by The Town:

- Employees wishing to use vacation time must request approval from their Department Head, in writing, at least two (2) days in advance of the vacation and receive approval of the request. Requests for vacation for periods of one work week or more in duration, must be requested, in writing, at least two (2) weeks in advance of the vacation.
- New employees may not schedule vacation during the first four months of employment, except in an emergency.
- Vacation may not be taken in less than one half day ~~two (2)-hour~~ increments.
- An employee may take only as much vacation time as has been accrued at the time of vacation. The First Selectman has the discretion to waive this policy due to special circumstances. However, if an employee, who is advanced vacation time, terminates his or her employment, the unearned vacation time/pay will be deducted from his or her final paycheck.
- Vacation time off is paid at the employee's regular rate of pay, as of the date of vacation.
- An employee who becomes ill while on vacation may charge such illness to sick leave for any illness which exceeds two (2) days by filing a medical certificate with the First Selectman.

- Paid Holidays observed by the Town, which fall within an employee's vacation period will not be charged as a vacation day.
- Vacation pay will be distributed on the next pay day following an employee's return to work. However, vacation pay may be requested in advance, if desired.
- Employees are not allowed to utilize vacation leave until the completion of their introductory period. However, management reserves the right to waive this ban, as deemed appropriate.
- Unused vacation time may not be accumulated. Moreover, employees will not be paid for accrued but unused vacation days. However, this requirement may be waived under special circumstances with approval by the First Selectman.
- Vacation leave does not accrue when an employee is on either a paid or unpaid leave of absence or when an employee is on work related injury leave for an entire calendar month.

Sick leave benefits shall accrue in accordance with Appendix A (Non-Union Hourly Employees) and Appendix B (Non-Union Salaried Employees)

Vacation leave benefits shall accrue in accordance with Appendix A (Non-Union Hourly Employees) and Appendix B (Non-Union Salaried Employees):

## UNPAID LEAVE TIME

### **UNPAID LEAVE OF ABSENCE**

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with the Town. It is the policy of The Town to allow eligible employees to apply for and be considered for certain specific leaves of absence. The following basic guidelines for unpaid leaves of absences are observed by the Town:

- \* You must apply in writing for any unpaid leave of absence, setting forth the reason for the leave, the date on which you wish the leave to begin, and the date on which you will return to active employment with the Town. Submit your application to the First Selectman for consideration.
- \* Employees who must remain away from work for more than the period of time allowed will be considered terminated from employment, except as otherwise required by law. They are welcome to re-apply subject to the Town's usual hiring policies.
- \* Holiday, Sick leave, and vacation benefits do not accrue during a Leave of Absence.
- \* A leave of absence will be granted only when operating conditions at the Town permit. The needs of the Town will determine the number of employees allowed out on unpaid leave at any one time.

Returning from a Leave of Absence. You must notify the Town at least fifteen (15) days prior to your expected return date of your intention to return from a leave of absence. If you don't return from your leave of absence on the day indicated in your original application, in any approved extension, or within three (3) days of release by your doctor if you have been on a medical leave of absence, you will be considered to have voluntarily resigned from employment with the Town as of the day on which you began your leave of absence. If you have been on a medical leave of absence, you will be required to submit a statement from your doctor indicating that you are fit to return to your normal duties.

When you return, you will be placed on your regular job if such position remains and is available, except as otherwise required by law. If the Town has had to eliminate or fill your position while you were on leave, you will be assigned to an open position for which you are properly qualified. If no such position exists, you will be placed on layoff status.

Accepting Other Employment or Going into Business While on Leave of Absence. If you accept any employment or go into business while on a leave of absence from the Town, you will be considered to have voluntarily resigned from employment with the Town as of the day on which you began your leave of absence.

Insurance Premium Payment During Unpaid Leave of Absence. The Town will continue to pay its share of insurance premiums for employee coverage and dependent coverage for a maximum of thirty (30) days while you are on any unpaid leave of absence. After the thirty (30) day period, you will be responsible for paying the total premiums for your coverage and that of your dependents. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated. Arrangements must be made with the office prior to the leave. It is the responsibility of the employee to make these arrangements.

Disability/Maternity Leave. For the period of disability, including disability due to pregnancy, the Town will provide unpaid leave. An employee requesting an unpaid leave of absence for medical reasons is required to provide medical certification regarding his or her condition. The certification shall include:

- 1) The date on which the serious health condition commenced.
- 2) The probable duration of the condition.
- 3) The appropriate medical facts within the knowledge of the health care provider regarding the condition.

The Town may require that the employee obtain subsequent re-certification on a reasonable basis. The employee on a disability/medical leave must notify the First Selectman periodically of his or her status and intention to return to work. The First Selectman will determine how often the employee must provide this notification.

## **PAY POLICIES AND PROCEDURES**

### **HOURS OF WORK**

The First Selectman or your Department Head will advise you of your work schedule. Staffing needs and needs of our residents may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Employees are occasionally called upon to participate in activities that take place outside normal business hours, including breakfast and/or evening meetings, presentations, conferences or events.

Any changes in normal working hours will be considered on a case-by-case basis and must be approved by the employee's Department Head. Department Heads are responsible for affirming that employees are being paid only for time worked in accordance with established normal working hours for a position.

Lunch/Meal Time. The workday/shift is inclusive of a 30-minute unpaid lunch period. This meal period includes transit time to and from the worksite. When workspaces must remain open for service during normal meal period, the Department Head will schedule meal times for staff in order to maintain adequate coverage.

### **OVERTIME**

Our business fluctuates based on various demands, which may result in the need to work overtime. If you are a nonexempt employee (see Glossary of Employment Terms) and you perform overtime work, you will be paid one and one-half (1 ½) times your regular hourly wage for all approved hours actually worked over forty (40) hours in a seven (7) day work cycle. Paid leave shall not be considered hours worked for the purpose of computing overtime pay.

Your willingness to work overtime helps the Town meet its responsibility to our residents. We will try to notify you of overtime as far in advance as possible. However, there may be times when the need for overtime is unforeseen and little notice is given. All overtime must be approved in advance by Department Heads or their designated representative. Designated representatives, with a list of tasking for which they can approve overtime, will be specified in writing by Department Heads.

Overtime shall be distributed as equally as practical among employees within a classification in a department, except for designated highway crews assigned on a scheduled overtime basis.

The Town reserves the right to require overtime work and employees may not refuse overtime assignments. Failure to work scheduled overtime or overtime worked without prior authorization from your Department Head or the First Selectman may result in disciplinary action, up to and including termination of employment.

## **PAYCHECK ERRORS**

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, inform Payroll or the Finance Director. The Finance Director will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

## **PAY DEDUCTIONS**

The law requires that the Town make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The Town also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." The Town matches the amount of Social Security taxes paid by each employee.

The Town offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs. If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Payroll Assistant or the Finance Director can assist in having your questions answered.

## **PAY PERIODS**

All employees are paid weekly for the previous workweek. In the event that a regularly scheduled payday falls on a Town day off, such as a holiday, employees will receive paychecks on the last day of work before the regularly scheduled payday.

## **TIMEKEEPING**

We want to make sure that you are paid correctly every week. You will be given Time Sheets/Cards on which to record your work time. It is your responsibility to keep your Time Sheets/Cards secure. Should you lose your Time Sheet/Card, report it immediately to your Department Head. The Time and Attendance Policy below must be adhered to.

Federal and State labor laws require that you maintain an accurate record of your working hours. You will do this using your Time Sheet/Card.

- 1) Record on your own Time Sheet/Card the days worked and the hours worked by writing down/punching the beginning and ending times of the period worked.
- 2) You must sign/punch in at the beginning of a work period when you are prepared to work. Time Sheets/Cards must be signed/punched out at the end of a work period. Lunch and break periods (when an employee is away from his/her office/job assignment on business other than Town business) must be recorded in the same manner. The time away from the office should be listed as "other hours" on your Time Sheet/Card with a reference below or a written explanation signed by your Department Head.
- 3) If there is a problem with your time keeping, notify your Department Head immediately.

- 4) No one is to work overtime without authorization.

If you falsify time records for yourself or another employee, continually forget or lose your Time Sheet/Card or work "off the clock," you may be subject to disciplinary action up to, and including, termination.

Working Off The Clock. Non-exempt employees must record all time worked. No one is permitted to work unless the work time is recorded on their time and attendance record. There is no such thing as working "off the clock."

Salaried, Exempt Employees. These employees may be required to regularly engage in activities necessitated by their position outside normal business hours; i.e., evenings, weekends, etc. Although the employees need not record their daily work hours, they are accountable to the Town.

#### **W-2 FORM**

The Town will provide your W-2 Form to you no later than January 31<sup>st</sup> for the previous year. If you are no longer employed by us, we will mail it to your last known address. The form shows your total gross pay for the calendar year and the taxes deducted from it.

## RULES AND REGULATIONS

### **ATTENDANCE AND PUNCTUALITY**

The success of this Town depends on your good attendance. Absenteeism detracts from our high quality of service and causes an unfair burden for those employees who must fill in for absent employees. Most people will be late or sick at one time or another, but when short-term absences become frequent, they often signal personal or job-related problems. In regard to attendance, employees are expected to:

- 1) Notify your Department Head as soon as possible if you are ill or unable to report to work for any reason. It is understood that emergencies do occur. However, employees are generally expected to notify the Town within one-half hour after the start of the first work day and each morning thereafter that he or she is unable to report to work.
- 2) Avoid letting minor difficulties keep you from performing your jobs. At the same time, good judgment should be used with respect to contagious ailments which might have an adverse effect on other employees.
- 3) Attend to personal affairs during non-working hours.
- 4) Be at their appointed work places, ready to work, at the regular starting time and to remain at such work places and at work until the regularly scheduled ending time.

Excused absences. The following are considered excused:

- 1) Absences because of illness. However, for absences of five (5) or more successive days, the absence will only be considered excused if the employee complies with the Medical Certification policy set forth above (see Sick Leave).
- 2) Absence approved by your Department Head in advance.
- 3) Absence because of death in the immediate family.
- 4) Absence or delayed arrival because of a bona fide personal emergency as determined by your Department Head.
- 5) Absence because of a work-related injury.

Excessive Absenteeism or Lateness. If you are absent for three (3) consecutive days without notifying the Town, it is assumed that you have voluntarily abandoned your position with the Town, and you will be removed from the payroll.

While there may be times when an absence or lateness is unavoidable, there are also times when absences or tardiness become excessive. You will be counseled regarding absenteeism or

tardiness if it is determined that you have not met Town expectations. If the problems persist, disciplinary action up to and including termination will occur.

The absence of an employee from work, including an absence for a single day, or portion of a day, that is not authorized, shall be deemed as absent without leave, unless otherwise prohibited by law. Be aware that excessive absenteeism, lateness, or leaving early may lead to disciplinary action, up to and including, termination.

## **DRUG AND ALCOHOL USE**

It is the policy of the Town that its residents and employees have the absolute right to expect that persons employed by the Town will be free from the effects of drugs and alcohol. The Town, as the Employer, has the right to expect its employees to report to work fit and able for duty. Employees are prohibited from selling, purchasing, or delivering any illegal drug at any time and at any place.

Drug Testing. Where the Town has reasonable suspicion to believe that a current employee (1) is under the influence of drugs or alcohol, which at that time, adversely affected or could adversely affect the employee's job performance; (2) has abused prescribed drugs; or has used illegal drugs, the Town may require the employee to submit to alcohol or drug testing. The Town also may conduct drug tests for individuals seeking employment (prior to the date of their hire) or upon promotion to another position within the Town.

The Town requires that an employee notify the First Selectman within two (2) business days after a conviction of any criminal drug statute for a violation occurring outside the workplace.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the First Selectman without fear of reprisal. All inquiries will be held in the strictest confidence.

Prescription Drugs. Employees who use a prescription drug which causes adverse side effects (e.g., drowsiness or impaired reflexes or reaction time) must inform his or her Department Head or designee that they are taking such medication on the advice of a physician. An employee is responsible for informing his or her Department Head or designee of the possible effects of the drug on performance and expected duration of use. If prescription drug use causes service or safety problems, the First Selectman may have to grant the employee time off or temporarily assign the worker different duties.

Medication For Life-Threatening Illness(es). Any employee who is required to take any medication for a life threatening condition or illness should advise his or her Department Head.

## **EMPLOYEE IDENTIFICATION CARDS**

Each employee will be issued a wallet-size Town of East Lyme Identification Card containing the employee's photograph and signature thereon. Employees shall carry these ID cards at all times when conducting Town business and will exhibit them anytime they are request to do so.

## **PERSONAL TELEPHONE CALLS**

Please keep personal phone calls to a minimum. They must not interfere with your work. Emergency calls regarding illness or injury to family members, changed family plans, or calls for similar reasons may be made at any time. Except for an emergency, the personal use of telephones for long-distance, toll calls, and toll-free calls is not permitted. The employee is responsible for all non-work related long-distance charges.

## **RESIDENCY REQUIREMENTS**

Except for elected officials, no restrictions are placed on where employees may reside.

## **SMOKING**

Due to the harmful effects and discomforts which smoking produces in the workplace, and out of concern for the well-being of our employees, smoking is NOT permitted in any Town building or vehicle. Smoking is allowed in designated areas ONLY.

## **TOWN PROPERTY**

Employees are responsible for Town property in their control, i.e., portable phones, beepers, etc. Reimbursement may be required for lost or damaged equipment.

## **USE OF COMPUTERS, ELECTRONIC MAIL, VOICEMAIL, AND THE INTERNET**

It is Town policy to protect computer hardware, software, data, and business information from misuse, theft, unauthorized access, and environmental hazards. In addition to adhering to this policy, employees are expected to follow information security procedures to safeguard Town equipment and information. Failure to do so will result in disciplinary action up to and including termination of employment. Depending on the nature of the violation, action may also include civil or criminal prosecution under federal and/or state law.

Computers. Computers, computer files, and software furnished to employees are the Town's property intended for business use. Employees should not use a password, access a confidential file, or retrieve any stored confidential communication without authorization.

The Town purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Town does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. The Town prohibits the illegal duplication of software and its related documentation.

Unless permission is granted by the First Selectman, employees are not permitted to install or copy software on Town equipment. Only software that is licensed to or owned by the Town is to be installed on Town computers.

Use of Employee-Owned Computers and Equipment. There are many possible combinations of interaction among the software needed by the remote user and the average mix of programs on most home computers. Troubleshooting software and hardware conflicts can take many hours, and a complete reinstall of operating systems and application software is often the only remedy for problems. For these reasons, the Town will provide support for Town-owned equipment and software only.

The Town will bear no responsibility if the installation or use of any Town software on employee-owned computers causes system lockups, crashes, or complete or partial data loss on employee-owned equipment.

Electronic Mail ("e-mail"). Employees should be aware that e-mail is not private and messages can be retrieved even after they are deleted. Most e-mail systems instantly make back up copies of files, and copies may be easily retrieved by computer experts. The following are guidelines to follow when utilizing e-mail:

- 1) The e-mail system is not intended to be used for personal use, or in ways that are disruptive or offensive to others, or in ways that could be harmful to workplace morale.
- 2) There shall be no display or transmission of sexually explicit images, messages, or cartoons, or any transmission or use of cartoons and/or e-mail communications containing ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, or religious or political beliefs.
- 3) The information systems at the Town are to be used for the business of the Town. The e-mail system should not be used to solicit or address others regarding commercial, religious, or political causes, or for any other solicitations that are not work-related.
- 4) All e-mail messages are records of the Town. The Town reserves the right to access and disclose all messages sent over its e-mail system for any purpose.
- 5) Employees should not attempt to gain access to another employee's personal file of e-mail messages without the employee's express permission. However, the Town reserves the right to enter an employee's e-mail files whenever there is a need to do so.
- 6) Any violation of the Town's policy on e-mail use will result in appropriate disciplinary action, up to and including discharge.

E-mail is specifically prohibited in the following situations:

- Any communication which violates State or Federal law.
- Any communication that may be viewed as libelous, a release of confidential information, harassing or threatening.
- Any communication that could damage the Town's reputation or potentially put you and the Town at risk for legal proceeding by any party. (Remember that the message you send to a co-worker "in confidence" can be transmitted to others).
- Communication of Town proprietary information.
- Harassing, threatening, discriminatory, sexually explicit or other inappropriate message is not to be transmitted or stored. If you receive such a message, it is your responsibility to notify your Department Head or the First Selectman's office immediately.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

Internet Access. When using the Town's Internet connection, you are a representative of the Town. Please be certain to use the Internet only for Town of East Lyme purposes. Improper use of the Internet may be grounds for disciplinary action, up to and including termination of employment.

The Town's Internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city or province or other local jurisdiction in any material way.

Prohibited uses include, but are not limited to:

- Any activity that is contrary to State or Federal law, including distributing or obtaining copyrighted software or information without proper authorization from the copyright holder.
- Any activity that could damage the Town's reputation or potentially put you and the Town at risk for legal proceedings by any party. For example, libelous or harassing communications or unfair competitive practices are strictly prohibited.
- Any activity that could be construed as hostile to another municipality or institution. For example, employees may not make attempts to gain unauthorized access to another system and/or information.
- Communication of Town proprietary information.

Employees should not consider their use of the Internet to be private. The Town may implement software and/or systems that can monitor and record all Internet usage. Security systems are capable of recording (for each and every user) each World Wide Web site visit, each chat, news group or e-mail message, and each file transfer into and out of our internal networks, and we reserve the right to do so at any time. Additionally, the Town may utilize independently supplied

software and data to identify inappropriate or sexually explicit Internet sites. We may block access from within our networks to all such sites of which we are aware.

We reserve the right to inspect any and all files stored in private areas of our network and/or an employee's Town provided computer in order to assure compliance with policy.

Any software or files downloaded via the Internet into the Town network and/or employee's Town provided computer become the property of the Town. Unless specifically related to processing client transactions, file downloads from the Internet are not permitted unless specifically authorized in writing by the First Selectman or his designee.

Voicemail. Voicemail is a resource provided by the Town and is the property of the Town. It is provided solely for Town government purposes. The use of voicemail for any reason other than for the legitimate business of the Town is prohibited. Harassing, threatening, discriminatory, sexual explicit or other inappropriate messages are not to be transmitted or stored.

Employees are responsible for protecting access to voicemail. Sharing use is discouraged. Employee may be held responsible for misuse that occurs through unauthorized access.

While the concept of Town need, as well as respect for legitimate confidentiality, will guide our actions, the Town reserves the right to access your voicemail at any time deemed appropriate. Use and access can be monitored and tracked by management at any time and without notice to you. Remember that even though messages may appear to be deleted, procedures by the Town to guard against data loss may preserve materials for extended periods of time. Access to voicemail and voicemail records may also be provided to third parties, as the Town deems ~~denies~~ appropriate.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

## **USE OF VEHICLES**

General. All Town vehicles will be operated in a safe manner and only by employees possessing the proper class Connecticut Driver's License for the particular vehicle being driven. An employee's driving record will be reviewed prior to authorization to drive Town vehicles is being granted. If employment requires driving, this check will be performed prior to hiring.

Selected Town vehicles have been assigned to employees to allow faster after-hours response to emergency calls or for better job efficiency. These vehicles are allowed to be taken home by the employee, thereby deriving a benefit of using a Town vehicle to get to work during normal working days. The following general guidelines for use of these assigned vehicles shall be adhered to, except when superseded by a separate agreement indicative of a specialized use/department:

- (1) Vehicles shall be used only for Town-related work.
- (2) Vehicles may be used for transit from home to work.

- (3) Stop-off during transit from home to work shall be allowed if it is on the normal route between the places.
- (4) The vehicles will be used within the confines of the Town of East Lyme, except when on specific duty outside the Town.
- (5) Riders or drivers other than Town employees are not allowed, except a rider may be allowed if engaged in Town work activity.
- (6) Special circumstances for some employees regarding Town vehicle use may be considered by the First Selectman, at his discretion.
- (7) State law and Department of Motor Vehicles regulations will be observed in all instances.

Use of Privately-Owned Vehicles. Upon occasion, it may be necessary for an employee to use his or her private vehicle to conduct Town business. When this occurs, the employee, with department head approval, will be compensated for mileage at the current Town-approved rate. All Town employees using their private vehicles must have a current driver's license and carry Connecticut no-fault insurance and specified by State law.

Use of Seat Belts. All Town employees shall wear seat belts at all times while either driving or as a passenger in a moving Town vehicle or private vehicle that is engaged in conducting Town business. This policy shall include all regular cars, vans, trucks, emergency vehicles, and special purpose vehicles. (For purposes of this policy, a special purpose vehicle is defined as one whose use is not normally intended for over-the-road travel -- i.e., a backhoe, Hyster). It shall be the driver's responsibility to ensure that passengers are properly secured with seat belts.

If a non-Town employee is traveling in a Town vehicle, he or she will also properly wear a seat belt. If minors are passengers, an approved child infant seat will be properly used in accordance with State Statutes.

Exceptions to the above are as follows:

- (1) Asphalt or roller operation.
- (2) Ambulance rear attendant.
- (3) Passengers on school buses.
- (4) When authorized in writing by the First Selectman.
- (5) Any other exception as allowed by State law or Statute.

Accident Reporting. All incidents of personal or vehicular accident shall be reported to an employee's Department Head immediately. Accident reports of the incident, if required, shall be filed as soon after the accident as appropriate.

## **SAFETY**

### **POLICY**

The Town seeks to provide safe working conditions for all employees, to provide instructions concerning safe working methods, and to make available the necessary equipment required to protect employees against particular hazards. Each employee has the obligation to observe the safety regulations, to use the safety equipment provided, and to practice safety at all times.

Please report all injuries (no matter how slight) to your Department Head immediately, as well as anything that needs repair or is a safety hazard.

Safety can only be achieved through teamwork. Each employee must practice safety awareness by thinking defensively, anticipating unsafe situations, and reporting unsafe conditions immediately. Please observe the following precautions:

- 1) Use, adjust, and repair machines and equipment only if you are trained and qualified.
- 2) Get help when lifting or pushing heavy objects.
- 3) Avoid overloading electrical outlets with too many appliances or machines.
- 4) Use flammable items, such as cleaning fluids, with caution.
- 5) Walk – don't run.
- 6) Smoke only in designated smoking areas.
- 7) Keep cabinet doors and file and desk drawers closed when not in use.
- 8) Avoid "horseplay" or practical jokes.
- 9) Start work on any equipment only after safety procedures and requirements have been explained (and you understand them).
- 10) Keep your work area clean and orderly, and the aisles clear.
- 11) Stack materials only to safe heights.
- 12) Watch out for the safety of fellow employees.
- 13) Use the right instrument for the job, and use it correctly.
- 14) Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise. Know the locations, contents, and use of first aid equipment.

- 15) When you leave the Town's premises make sure that all entrances are properly locked and secured.

The violation of any safety rule or practice of engaging in any conduct which tends to create a safety hazard may subject an employee to disciplinary action, up to and including termination.

### **REPORTING AN INJURY/OSHA**

The federal Occupational Safety and Health Act ("OSHA") and similar state laws requires that we maintain records of all recordable occupational injuries and/or illnesses which occur during the workday. State Workers' Compensation laws also require that you report any illness or injury on the job, no matter how slight. If you hurt yourself or become ill, please contact your Department Head for assistance. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

Falsely stating or making claims of injury or the failure to report an injury, may subject an employee to disciplinary action, up to and including termination.

### **SAFETY APPAREL**

All Town employees, except the Police and Fire Departments will wear the following safety apparel, which meets OSHA standards, while engaged in manual labor or visiting a job site where work is in progress:

- ▶ Safety Shoes. Will be worn at all times by field personnel of the Public Works Department and Water & Sewer Department. All other employees will wear safety shoes while engaged in any project where there is danger of foot injury such as cutting grass or visiting a job site while work is in progress. Employees whose duties require inspection of commercial or private construction sites will also wear safety shoes.
- ▶ Hard Hats. Will be worn by all employees whenever the head is exposed to bumping objects or to being struck by falling or flying objects. This shall include, but is not limited to, work in trenches, work in the vicinity of mobile machinery, and work on a public street or highway. Additionally, any Town employee visiting a job site where hard hats are worn will also wear a hard hat.
- ▶ Safety Vests (High Visibility). Will be worn at all times when work on a public street or highway is being performed.
- ▶ Safety Glasses. Will be worn by anyone in the vicinity of any chipping, cutting, or grinding operation.
- ▶ Face Shields. Will be worn whenever working with chemical solutions or conducting chipping, grinding, cutting, or drilling operations.
- ▶ Work Gloves. Will be worn whenever the work being performed could expose the hands to cuts or abrasions.

- ▶ Rubber Gloves. Will be worn whenever working with chemical solutions.
- ▶ Rubber Aprons. Will be worn whenever working with chemical solutions.
- ▶ Hearing Protection. Ear muffs or earplugs will be worn by all when working in the vicinity of high noise level machinery or equipment.
- ▶ Respirators. Appropriate respirators will be worn whenever performing spray-painting, work in dusty environment or work involving toxic dusts or gases.
- ▶ Other. Loose fitting clothing, torn clothing, or jewelry shall not be worn when performing manual labor.

## MISCELLANEOUS

### **EMERGENCY CLOSINGS**

At times, emergencies such as snow, fires, power failures, hurricanes, and the like, can disrupt Town operations. In extreme cases, these circumstances may require the closing of the Town.

Bad Weather. In the event of bad weather, employees should listen to \_\_\_\_\_ radio station for any closing or delays in the hours of operation for that day. Employees may or may not receive a phone call from their Department Head. If the office delays opening due to bad weather and the employee should report to work at the designated time. Should the employee decide not to work in the office, the employee must utilize accrued vacation time to be paid for that day.

Early Dismissal. If the Town is open and developing weather conditions necessitate an early dismissal, the First Selectman will make the decision and will announce a specific time of dismissal. If the Town closes early, you will be paid for your scheduled hours on that day. No employee should leave for early closing unless directed to do so by the First Selectman.

Should an employee feel that he or she can not travel to/from work due to inclement weather the employee can request use of accrued personal/vacation for any work time missed.

### **GOOD HOUSEKEEPING**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work neat and organized and materials in good order at all times. It is a required safety precaution.

Easily accessible trash receptacles are located throughout the office. Please put all litter in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention.

Report anything that needs repair or replacement to your Department Head immediately.

## **TERMINATION OF EMPLOYMENT**

### **EXIT INTERVIEWS**

The Town will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, or return of Town owned property. Suggestions, complaints, and questions can also be voiced.

### **RETURN OF TOWN PROPERTY**

Any Town property issued to you, such as computer equipment, software, books, pagers, telephones, keys, uniforms, and this handbook must be returned to the Town at the time of your dismissal or resignation, or whenever it is requested by the First Selectman. You are responsible for paying for any lost or damaged items if loss or damage is due to your misconduct.

### **RESIGNATION**

Resignation is a voluntary act initiated by the employee to terminate employment with the Town. Due to the small size of the Town, we request at least two (2) weeks written resignation notice from all employees in order to remain an employee in good standing.

Employees in good standing will be paid for accrued, but unused, vacation time in accordance with the Town's policies and/or pursuant to applicable state law. Former employees seeking re-employment must have been in good standing at the time of their previous termination of employment in order to be considered.

### **UNEMPLOYMENT COMPENSATION**

The purpose of unemployment compensation laws is to protect you and your family by providing financial assistance if you are out of work. How much you will be paid and for how long may vary according to current law and your particular situation. To qualify for unemployment compensation, you must be out of work through no fault of your own (e.g., you were laid off) and actively looking for another job. If you were fired for cause or voluntarily quit, you may not be able to collect benefits.

The Town pays the full cost of your unemployment compensation, and the government pays for the administrative cost.

### **WAGES**

Employees who are discharged by the Town will have their wages paid in full within the time frame as required by applicable state law. Employees who retire or resign will have their wages paid in full on the next regular payday following the termination date. Final paychecks may be picked up by the employee at the office or mailed to an address provided by the employee.

**CONFIDENTIALITY/CONFLICT OF INTEREST STATEMENT\***

I hereby acknowledge, by my signature below, that I understand that the Town's records, financial information, and data to which I have knowledge and access, in the course of my employment with the Town, are to be kept confidential, and this confidentiality is a term and condition of my employment. This information and any and all other information of a confidential nature shall not be disclosed to anyone under any circumstances, except to the extent necessary to fulfill my job requirements. I must first obtain the approval of the First Selectman before any disclosure is made.

I hereby agree to avoid any activity that results in a real or apparent conflict of interest. I will not accept any fee or payment from anyone seeking to do business with The Town. I will not take advantage of any business opportunity learned of at work, and I will not use confidential information for personal gain under any circumstances whatsoever.

I understand and agree that any violation of this Agreement is grounds for disciplinary action, up to and including discharge.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of First Selectman

\_\_\_\_\_  
Date

# **APPENDIX A**

## **NON-UNION EMPLOYEE BENEFITS**

### **HOURLY EMPLOYEES (FULL-TIME DISPATCHERS)**

**The Board of Selectmen recognizes that hourly pay and benefits of non-union employee positions shall be at least comparable or exceed those of union hourly employee positions.**

**Employee benefits for Public Safety Communications Clerks (dispatchers) will be those in the International Association of Fire Fighters (IAFF) Collective Bargaining Agreement (CBA) or those in Appendix B as set forth below.**

#### **BEREAVEMENT LEAVE**

Per IAFF CBA

#### **COMPENSATORY TIME**

Cancellation of Work for Non-Essential Employees. If the First Selectman cancels work for all non-essential town employees, and pays those employees for the canceled work, due to weather extremes or declared emergency, while regular full time dispatchers and firefighters are required to remain on duty, the Town will award compensatory time off (at the rate of time and one-half) to scheduled dispatchers for actual hours worked not to exceed the number of hours of canceled work paid the employees sent home.

Holiday Work. Per IAFF CBA.

Employees shall request approval of the Director of Public Safety for the use of compensatory days, and approved compensatory days shall be used in accordance with State and Federal wage and hour laws.

#### **INSURANCE**

Medical and Dental. Per Appendix B.

## LONGEVITY PAY

Per IAFF CBA.

## RETIREE HEALTH CARE

Upon the retirement of the employee, the COBRA health benefits entitlement for the retired employee ("retiree") and his/her spouse (who is the spouse of such retiree at the time of such retiree's retirement and who remains as the retiree's spouse) ("spouse"), shall continue until such time that the retiree and/or spouse becomes eligible for Medicare or age 65, which is earlier, with fifty (50%) percent of the current COBRA rate being paid by the retiree. The rule of 80, age plus service time, shall apply for approved retirements to receive this benefit.

## SICK LEAVE

Per IAFF CBA.

Upon the death of an employee, his spouse and, if the spouse has not survived the employee, the minor children shall be paid in a lump sum the equivalent of the amount of unused sick leave accrued by the employee at the time of death. If the employee has neither spouse nor minor children, no compensation for the unused sick leave will be paid.

## VACATION

Full-time Hourly Employees (Dispatchers) will receive vacation benefits that are equal to or better than the benefits afforded to full-time firefighters. Vacation leave benefits shall accrue per IAFF CBA with the below exception:

- In the first year of service, vacation is accumulated monthly at the rate of .83 days per month. Beginning the second year of service, annual vacation days are credited in full at the beginning of the year.

## WORKER'S COMPENSATION

Per IAFF CBA.

**Employee benefits for Senior Bus Drivers, Receptionists and other maintenance/Administrative hourly positions, should they qualify for benefits, receive hourly wage rates and benefits comparable or better that those of AFSCME Local 1303-220 Town Employees.**

# **APPENDIX B**

## **NON-UNION EMPLOYEE BENEFITS**

### **SALARIED EMPLOYEES**

**The Board of Selectmen recognizes that nonunion salaried employees are the “management team” of the Town. In recognition of the level of responsibilities and the additional hours and effort routinely required of these employees, it is the policy of the Town of East Lyme, that benefits and conditions of employment other than pension benefits shall be at least comparable or exceed those of union employees. Pension benefits for salaried nonunion employees will be an agreement between the employee and the First Selectman at the time of hire with the choice being one of the pension options available at the time.**

#### **BEREAVEMENT LEAVE**

Employees are allowed up to five (5) days leave per funeral for spouse, child, parent (in-law), sibling (in-law), grandchildren, grandparent and, at the discretion of the Department Head, up to one (1) day for attendance at a funeral other than those mentioned may be granted. Under extenuating circumstances of hardship, an employee shall be granted three (3) additional days of compensation time, vacation days, or sick leave, to be taken within ten (10) days of the death of their child, spouse, mother or father, relative-in-law domiciled in the employee's household, sister, brother, mother-in-law, father-in-law, grandfather, grandmother, or grandchild.

Pay during bereavement leave will be at the employee's regular rate of pay.

#### **COMPENSATORY TIME**

Exempt employees are not eligible for overtime payments. Exempt employees shall, as part of their normal responsibilities, respond to emergency situations, attend meetings outside of their normal work schedule, and perform all duties required to carry out the responsibilities of their position. Deviations from the employee's normal work schedule shall be subject to the discretion of the First Selectman or his designee. However, at the discretion of the First Selectman, exempt employees may receive compensatory time off:

- A. For all hours worked beyond a normal work provided the additional hours are the result of:
  - (1) required attendance at meetings held at night or on holidays and/or emergency situations consistent with an employee's duties and responsibilities;

- (2) prearranged work performed outside normal work hours where said work is performed at the direction of the employee's Department Head.
- (3) Prearranged work performed on weekends where said work is performed with the prior approval of the First Selectman or his designee.

Compensable hours shall not include travel time to and from meetings held within the Town. In all cases of compensatory time, the employee must use such time within six month's time providing such use does not unduly disrupt the operation of individual departments. If such use unduly disrupts the operation of a department, as determined by the department head, said time can be extended by mutual agreement of the employee, the Department Head, and the First Selectman or his designee.

Compensatory time may be used at the discretion of the employee for any reason. However, the timing and number of days that may be taken at one time are subject to the approval of the employee's Department Head (First Selectman, in the case of Department Heads), based on the operational needs of the Town.

In the event said employee is terminated, the employee shall receive compensation for the pro-rated portion of the compensatory time accrued over the last six (6) months but not used up to a maximum of eighty (80) hours.

#### **EDUCATION INCENTIVE**

The Town provides up to five hundred dollars (\$500.00) per annum per employee for tuition and books for eligible college courses that relate directly to the employee's current assignment. In order to receive reimbursement, the employee must submit proof of successful completion of the course with at least a "B" grade.

Since the rationale for Town reimbursement of the cost of such courses and classes is that such courses significantly improve the work of any employee, thereby benefiting the Town, any employee voluntarily resigning or terminated for cause, within three (3) years of being reimbursed shall refund the amount of reimbursement they have received.

#### **INSURANCE**

Medical and Dental. The Town will provide for all eligible members and their enrolled dependents the option of electing coverage through a PPO Plan, a PPO Comprehensive Major Medical Plan, or a Waiver of Coverage option with proof of other coverage or substantially similar coverage under a managed care Point of Service (POS) with In-Network and Out-of-Network provisions, as set forth more fully below:

- (a) PPO PLAN. PPO Plan with \$10.00 basic co-pay; \$25.00 emergency room co-pay; \$100 hospital confinement co-pay. Out-of-Network managed care Comprehensive Major Medical plan with \$300 per individual and \$900 family deductibles and 70%/30% co-insurance with \$2,000 individual and \$6,000 family out-of-pocket limits. Public Sector Option II 3-Tier Prescription Drug Program, \$5.00 co-pay

generic. \$10.00 co-pay listed brand name drugs, \$20.00 co-payment non-listed brand name drugs, \$2,000 annual maximum. In-Network managed care plan with participating physicians; \$100 per hospital confinement deduction; \$10 co-pay per visit and routine physicals; and \$5 co-pay per prescription, generic price.

The Town shall pay 93% of the premium cost of said POS coverage. Each employee shall pay 7% of the premium cost of said POS coverage. Employee payment shall be made through a payroll deduction which shall be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

- (b) PPO COMPREHENSIVE PLAN, Comprehensive Major Medical PPO with \$200 individual, \$400 two-person, and \$600 family In-Network deductibles. 80%/20% co-insurance with \$1,000 individual, \$2,000 two-person, and \$3,000 family out of pocket limits. Out-of-Network with \$200 individual, \$400 two-person, and \$600 family In-Network deductibles. 70%/30% co-insurance with \$1,000 individual, \$2,000 two-person, and \$3,000 family out of pocket limits.

The Town shall pay 95% of the premium cost of said POS Comprehensive Major Medical coverage. Each employee shall pay 5% of the premium cost of said POS Comprehensive Major Medical coverage. Employee payment shall be made through a payroll deduction which shall be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

- (c) WAIVER OF COVERAGE OPTION. Employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above. Payment to those employees waiving such coverage shall be made in July of each year for the previous year in the amount of \$1,000 or the actual savings, which ever is less.

Where a change in an employee's status prompts the employee to resume Town provided insurance coverage, the written waiver may, upon written notice to the Town, be revoked. Employees electing this option shall be able to change their options on July 1<sup>st</sup>, for any reason, and not more than one time during each fiscal year, if there has been a significant change in an employee's circumstances, such as divorce, death of a spouse, etc., which warrants such change in option.

Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Town to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.

Notice of intention to waive insurance coverage must be sent to the Town not later than May 1<sup>st</sup>, to be effective on July 1<sup>st</sup> of each contract year. The election waiver coverage shall be approved after the employee has provided the Town with proof of alternate insurance coverage.

Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

- (d) The Town shall provide to all employees and their enrolled dependents dental insurance. The Town shall determine the benefits and carrier of said plan.

The Town shall pay 90 % of the premium cost of said Dental coverage. Each employee shall pay 10% of the premium cost of said Dental coverage. Employee payment shall be made through a payroll deduction which shall be done by the adoption of an Internal Revenue Code Section 125 pre-tax premium conversion account so that health insurance contributions may be made from pre-tax dollars.

The Town shall provide and pay for each Department Head and non-union supervisor a \$50,000 term life insurance policy and a \$50,000 accidental death and dismemberment policy.

All employees' insurance referred to in this Article shall be those specifically named or comparable benefits and services provided by an insured company or administrative service provider selected by the Town.

The Town, at its discretion, may institute the Blue-Cross/Blue Shield Managed Benefits Program with reasonable advance notice provided to the employees.

### **CONTINUOUS SERVICE**

Each twenty-four months of continuous service following date of hire, non-elected salaried employees shall receive, upon satisfactory performance evaluation, an increment increase to salary of 2.5 percent not to exceed maximum salary authorized for the position. Elected salaried officials shall receive longevity stipends after eight (8) years of continuous service to be paid every four years as follows: Town Clerk - \$800; Tax Collector - \$800; First Selectman - \$1,200.

### **RETIREE HEALTH CARE**

Upon the retirement of the employee, the COBRA health benefits entitlement for the retired employee ("retiree") and his/her spouse (who is the spouse of such retiree at the time of such retiree's retirement and who remains as the retiree's spouse) ("spouse"), shall continue until such time that the retiree and/or spouse becomes eligible for Medicare or age 65, which is earlier, with fifty (50%) percent of the current COBRA rate being paid by the retiree. The rule of 80, age plus service time, shall apply for approved retirements to receive this benefit.

### **RETIREMENT (DEFINED BENEFIT) PROGRAM**

The Town provides a Defined Benefit Retirement Program for the benefit of its eligible regular full-time employees. Employees become vested after five years continuous full-time service to the Town.

The Town of East Lyme provides a Governmental 401(a) Defined Contribution (DC) Plan for new employees.

\* The Town will make a contribution to the employee's 401(a) DC Plan equal to five (5%) of the employee's regular pay.

\* The Town will make an additional contribution (not to exceed two (2) percent of regular pay) to the 401(A) DC Plan of one-half the amount that the employee contributes from payroll to the 401(A) DC Plan.

\* For the Town of East Lyme contribution to the 401(a) DC plan the employee becomes twenty (2) percent vested with one year of continuous, full-time service in the 401 (a) DC Plan with additional vesting of twenty (20) percent each year to become fully (100%) vested at five (5) years of continuous full-time service in the Plan.

\* For the employee contribution, the employee is fully vested (100%) at the time of contribution.

### **SICK LEAVE**

Sick leave benefits accrue in accordance with the following provisions:

- Upon completion of an employee's introductory period, an employee shall accrue one and one-quarter (1.25) days per month.
- The maximum amount of sick leave that an employee can accrue is two hundred (200) days.
- Once an employee has attained the maximum sick leave allowance, he or she will cease to accrue additional sick leave until his or her balance falls below 200 days.
- Any forfeited sick leave will not be reinstated.

In the event other serious illness of an employee's spouse or children require his or her personal attendance, he or she may have an absence charged against credited sick leave, but in no event to exceed three (3) consecutive days.

**Sick Leave Incentive.** In recognition of excellent attendance, an employee shall earn one (1) Paid personal day for each calendar quarter in which there has been no sick leave usage, to a maximum of four (4) days in one calendar year. A period of perfect attendance may include vacation, personal and holiday leave, but not incidents of tardiness or other leaves of absence. Any personal day earned shall be taken in the fiscal year or, if earned in the fourth quarter, no later than ninety (90) days after it is earned or the day shall be forfeited. Sick leave incentive days may be taken in no less than one-half (1/2) day increments.

Sick leave pay is at the employee's base rate excluding any other forms of compensation. A full day of sick leave shall be computed at such employee's base hourly rate multiplied by eight (8) hours.

An acceptable medical certificate signed by a licensed physician whose method of healing is recognized by the State of Connecticut may be required at the discretion of the First Selectman or his designee of an employee to substantiate a request for sick leave for the following reasons:

- (a) For any period of absence in excess of three (3) consecutive working days;
- (b) For leaves of any duration, if absences from duty occur frequently or habitually, or the employee has a pattern of absenteeism;
- (c) When evidence indicates reasonable cause for requiring such form;
- (d) The First Selectman or his designee may make provisions for a physician other than the employee's family doctor to make a further examination.

Sick leave shall be charged in no less than one half-day increment.

Sick Leave Incentive. An employee will earn one (1) paid personal day for each calendar quarter in which there has been no sick leave usage, to a maximum of four (4) days in any one calendar year. A period of perfect attendance may include vacation, personal, and holiday leave, but not incidents of tardiness or other leaves of absence. Any personal day earned shall be taken within the same fiscal year that it was earned or the day shall be forfeited.

Retirement/Death of Employee. Employees will not receive pay in lieu of sick leave nor will pay to made for unused sick leave to a retiring or terminating employee except fifty (50%) percent payment of accumulated sick leave up to a maximum of one hundred (100) days shall be paid at the current base rate to employees retiring or terminating other than for cause with twenty-five years or more of continuous service providing the employee may elect to apply sick leave days for retirement as set forth below.

Upon retirement, an employee will be given an additional percentage above and beyond his actual service time retirement benefit, for unused sick leave, as follows:

<u>Number of Days Exchanged</u>	<u>Percent</u>
100	1%
150	2%
200	3%

Upon the death of an employee, his spouse and, if the spouse has not survived the employee, the ~~for~~ minor children shall be paid in a lump sum the equivalent of the amount of unused sick leave accrued by the employee at the time of death. If the employee has neither spouse nor minor children, no compensation for the unused sick leave will be paid.

## VACATION

Eligible employees accrue vacation time, as follows:

<u>Length of Service Time</u>	<u>Amount of Vacation</u>
One (1) to Five years	12 days per annum
Five (5) to Fifteen (15) years	18 days per annum
Fifteen (15) to Twenty (20) years	22 days per annum
Twenty (20) or more years	25 days per annum

- In the first year of service, vacation is accumulated monthly at the rate of one (1) day per month. Beginning the second year of service, annual vacation days are credited in full at the beginning of the year.
- The maximum amount of vacation that an employee may accumulate at the end of the fiscal year is thirty (30) days or the amount that an employee would accrue in two fiscal year, whichever is more.
- Any accrued, but unused vacation leave over thirty (30) days or the amount that an employee would accrue in two fiscal at the end of the fiscal year will be forfeited.
- Any forfeited vacation allowance will not be reinstated.
- Vacation does not accrue during any continuous thirty day period in which the employee is off the active payroll or when the employee is on work related injury leave for a calendar month.
- Upon termination of employment, the Town will pay employees in good standing (i.e., leaves voluntarily, gives two (2) weeks notice, works fully through the last two (2) weeks, is not terminated, etc.) for accrued, but unused vacation time up to thirty (30) days or twenty-four (24) month's accrual, whichever is more.
- In the event of the death of an employee, the employee's estate will be receive payment for accrued, but unused vacation up to thirty (30) days or twenty-four (24) month's accrual, whichever is more.

## WORKERS' COMPENSATION

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from work caused by an accident or injury which occurred while the employee was engaged in the performance of the employee's duties. Employees of the Town are covered by Workers' Compensation Insurance and are paid stated amounts due to injuries sustained on the job. The employee shall be paid by the Town the difference between the employee's regular pay

and Workers' Compensation for a period not to exceed two (2) years. The amount of pay provided by the Town to make up the difference shall be charged to the employee's sick leave. At the employee's request, after the exhaustion of sick leave, the difference may be charged to the employee's vacation. Differential pay shall end upon the exhaustion of all of the employee's accrued sick leave and vacation. Extension may be granted at the First Selectman's option, upon request.