

**TOWN OF SWEDEN**  
**EMPLOYEE HANDBOOK**



## Welcome Message from the Town Supervisor

This Employee Handbook is designed to familiarize you with your employment and to help ensure government compliance, foster positive employee relationships, and contribute to the overall success of the Town in delivering services to the public effectively and efficiently.

As a part of our team, you take on an extremely important role, that of serving the members of our community. Together, our mission is to provide cost-effective services that conform to the highest standards of quality.

Please keep in mind that this is only an overview of the Town's policies and procedures, employee benefits, and the Civil Service System. Specific questions concerning employment matters should be addressed to the Director of Finance.

I trust that you will find service with the Town of Sweden rewarding and I look forward to working with you.

Sincerely,

~~John H. Milner~~Robert Carges

Town Supervisor

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**The Way We Work**

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## **A Word About This Handbook**

This Employee Handbook contains information about the employment policies and practices of the Town of Sweden (hereinafter referred to as the "Town"). We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the Town. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The Town retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Town. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

Except for the policy of at-will employment, which can only be changed by the Town Board of the Town in a signed written contract, the Town reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the Town Board of the Town. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

**OUR TOWN IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE TOWN MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE TOWN IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE TOWN BOARD OF THE TOWN.**

This Employee Handbook refers to current benefit plans maintained by the Town. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

## **Equal Employment Opportunity**

Our Town is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: veteran status, uniform servicemember status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information or any other protected class under federal, state, or local law.

In New York, the following are a protected class: age [18 and over], race, creed, color, national origin, sexual orientation, sex, disability (including use of a guide dog, hearing dog, or service dog), predisposing genetic characteristics, military status, marital status, victims of domestic violence or stalking, and previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public.

You may discuss equal employment opportunity related questions with the Finance Director or any other member of management.

## **Americans with Disabilities Act**

Our Town is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify the Finance Director of the need for accommodation. Upon doing so, the Finance Director may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals.

## **A Word About our Employee Relations Philosophy**

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## **Non-Harassment**

We prohibit harassment of one employee by another employee, supervisor or third party for any reason ["protected class"] including, but not limited to: veteran status, uniform servicemember status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information or any other protected class under federal, state, or local law. Harassment of third parties by our employees is also prohibited.

In New York, the following are a protected class: age [18 and over], race, creed, color, national origin, sexual orientation, sex, disability (including use of a guide dog, hearing dog, or service dog), predisposing genetic characteristics, military status, marital status, victims of domestic violence or stalking, and previous conviction of criminal offenses, unless directly related to employment or would involve an unreasonable risk to property, or to the safety or welfare of specific individuals, or the general public.

The purpose of this policy is not to regulate the personal morality of employees. It is to ensure that in the workplace, no employee harasses another for any reason or in any manner. The conduct prohibited by

this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

While it is not easy to define precisely what harassment is, it includes: slurs, epithets, threats, derogatory comments or visual depictions, unwelcome jokes and teasing.

Any employee who believes that (s)he has been harassed should report the situation immediately to one of the following members of management who have been designated to receive such complaints: Leisa Strabel at (585) 637-7588 and 18 State Street Brockport, NY 14420 or John Milner at (585) 637-7588 and 18 State Street Brockport, NY 14420. If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints.

The Town will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee because he or she, in good faith, reports or participates in the investigation of a violation of this policy. Violations of this policy are not permitted and may result in disciplinary action, up to and including discharge.

## **Sexual Harassment**

Any type of sexual harassment is against Town policy and may be unlawful.

We firmly prohibit sexual harassment of any employee by another employee, supervisor or third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to ensure that in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it may include: unwelcome sexual advances, requests for sexual favors, and/or verbal or physical conduct of a sexual nature including, but not limited to, sexually-related drawings, pictures, jokes, teasing, uninvited touching or other sexually-related comments. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use or history, text messages, pictures, images, writings, words or gestures.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who report violations of this policy in good faith or participate in the investigation of such violations.

Any employee who believes that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated as confidentially as possible.

1. Any employee who believes that (s)he is a victim of sexual harassment or has been retaliated against for complaining of sexual harassment, should report the situation immediately to one of the following members of management who have been designated to receive such complaints: Leisa Strabel at (585) 637-7588 and 18 State Street Brockport, NY 14420 or John Milner at (585) 637-7588 and 18 State Street Brockport, NY 14420. If an employee makes a report to any of these members of management and the manager either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to one of the other members of management designated in this policy to receive complaints.

2. The Town will investigate every reported incident immediately. Any employee, supervisor or agent of the Town who has been found to have violated this policy may be subject to appropriate disciplinary action, up to and including immediate discharge.
3. The Town will conduct all investigations in a discreet manner. The Town recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that all employees will continue to act responsibly.
4. The reporting employee and any employee participating in any investigation under this policy have the Town's assurance that no reprisals will be taken as a result of a sexual harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

## **Employee Classifications**

### **Full-Time Employees**

For purposes of this Employee Handbook, and except as specifically provided otherwise, the term “full-time employee” will mean and refer to an employee who is regularly scheduled to work 35 or more hours per week.

### **Part-Time Employees**

For purposes of this Employee Handbook, the term “part-time employee” will mean and refer to an employee who is regularly scheduled to work less than 35 hours per week.

### **Temporary Employees**

For purposes of this Employee Handbook, the term “temporary employee” will mean and refer to an employee who is employed on an interim basis or employed to work on a special or emergency basis for a specified period, consistent with the Civil Service Law as applicable.

### **Seasonal Employees**

For purposes of this Employee Handbook, the term “seasonal employee” will mean and refer to an employee who is employed to work for a given season.

### **FLSA Non-Covered Employees**

For purposes of this Employee Handbook, “FLSA non-covered employee” will mean and refer to an employee not covered under the Fair Labor Standards Act (FLSA).

Recreation Leader



## FLSA Exempt Employees

For purposes of this Employee Handbook, "FLSA exempt employee" will mean and refer to a covered employee who qualifies for an exemption from the minimum wage and overtime provisions of the Fair Labor Standards Act. The following positions are considered exempt:

Assessor	Fire Marshal
Director of Finance	Deputy Supervisor
Chief Court Clerk	Town Attorney
Recreation Director	Deputy Town Attorney
Building Inspector	

## FLSA Non-Exempt Employees

For purposes of this Employee Handbook, the term "FLSA non-exempt employee" will mean and refer to a covered employee who is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act. The following positions are considered non-exempt:

Assessment Clerk		All Laborers (full and part-time)
Clerk to Town Justice		Secretary to Planning Board
Clerk (part-time)		Receptionist/Typist
Dog Control Officer	Recreation Assistant	
	(Seasonal)	
Assistant Dog Control Officer, PT		Recreation Director (Seasonal)
Deputy Receiver of Taxes/Assessments		Secretary to Superintendent of Highways
Court Attendant (part-time)		Deputy Superintendent of Highways
Deputy Town Clerk		Motor Equipment Operator (MEO)
Working Foreman		Heavy Motor Equipment Operator (HEO)
Automotive Mechanic		

## Driver's License/Driving Record

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to your supervisor immediately. Violations of this policy may result in immediate termination of your employment.

## **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our Town is committed to employing only individuals who are authorized to work in the United States.

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.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Town.

## **New Employee Orientation**

Upon joining our Town, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to the Finance Director. You will be asked to complete personnel, payroll and benefit forms.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify the Finance Director as soon as possible to obtain a replacement copy.

Your supervisor is responsible for the operations of your department. (S)he is a good source of information about the Town and your job.

## **Dispute Resolution Procedure**

**Policy Statement** - The Town Board has established a set of procedures to provide for the orderly resolution of differences at the earliest possible stage and to promote a harmonious and cooperative relationship between employees, Department Heads and members of the Town Board which will enhance the overall operation of the Town. The Town will attempt to resolve all work-related complaints that are appropriate for handling under this policy.

**Definition of Dispute** - For the purpose of this Employee Handbook, a "dispute" will mean a claimed violation, misinterpretation or inequitable application of any of the provisions of this Employee Handbook. In addition, the term "dispute" shall not apply to any matter as to which the Town is without authority to act. Examples of matters that may be considered appropriate disputes under this policy include:

- A belief that Town policies, practices, rules, regulations, or procedures have been applied in a manner detrimental to an employee;
- Treatment considered unfair by an employee, such as coercion, reprisal, harassment, or intimidation;
- Alleged discrimination because of race, color, sex, age, religion, national origin, marital status, or disability; and

- Improper or unfair administration of employee benefits or conditions of employment such as scheduling, vacations, fringe benefits, promotions, retirement, holidays, salary, or seniority.

**Step One** - An employee who claims to have a dispute may present the dispute to the employee's Department Head. The dispute must be submitted, in writing, within seven working days following knowledge of the event(s) which caused the dispute or when the employee should have had knowledge. The dispute will specify the date of submission, the name of the aggrieved employee, the date the dispute arose, the nature of the dispute, the provision of the Employee Handbook that was allegedly violated and a statement of facts, times, dates, and the remedy sought.

Within seven working days after receiving the dispute, the Department Head will meet with the employee to discuss and attempt to resolve the matter informally. If an informal resolution is not possible, within seven working days from the meeting, the Department Head will issue a written response which will be given to the Town Supervisor and the employee.

**Step Two** - In the event the employee is not satisfied with the response at Step One, the employee may submit the matter to the Town Supervisor. The dispute must be submitted, in writing, within seven working days from receiving the Step One response, or when the response should have been received.

Within seven working days after receiving the dispute, the Town Supervisor will investigate the matter and issue a written response which will be given to the employee.

**Step Three** - In the event the employee is not satisfied with the response at Step Two, the employee may submit the matter to the Town Board by filing a Request for Hearing with the Town Clerk. The Request for Hearing must be submitted, in writing, within seven working days from receiving the Step Two response, or when the response should have been received. The Request for Hearing will include a written statement of the grievance as outlined in Step One of this Procedure.

The Town Board will set the time and place for the hearing. All decisions rendered by the Town Board will be final and binding.

**Time Limits** - The employee must adhere to the time limits set forth in this dispute procedure. In the event the employee does not advance the dispute to the next step within the established time limit, the dispute will be considered withdrawn and no further appeal will be accepted. The time limits may be extended by mutual agreement provided the extension is in writing, dated and signed by the employee and the person who is to receive the dispute.

**Final Decisions** - Final decisions on disputes will not be precedent-setting or binding on future disputes unless they are stated as official Town policy.

**Proper Use of Dispute Resolution Procedure** - Employees will not be penalized for proper use of the dispute resolution procedure. However, it is not considered proper use if an employee raises a dispute in bad faith or solely for the purposes of delay or harassment, or repeatedly raises meritless disputes. Implementation of the dispute procedure by an employee does not limit the right of the Town to proceed with any disciplinary action that is not in retaliation for the use of this procedure.

**Refusal to Proceed with Dispute** - The Town Board may, at its discretion, refuse to proceed with any dispute it determines is improper or baseless under this policy.



## Your Pay and Progress

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## Time Records

**Policy Statement** - All **FLSA non-exempt employees** and **FLSA noncovered employees** are required to complete an individual time record showing the daily hours worked. An **FLSA exempt employee** is not required to record daily attendance but must account for authorized paid leave taken by completing a time record indicating such.

**Procedures** - An employee required to complete a time record must comply with the following procedures:

- Time records must be completed by the close of each work week;
- All time worked, including the beginning and ending time, must be recorded;
- All paid and unpaid leaves of absence must be recorded;
- Employees must complete their own time record;
- The time record must be submitted to Department Head at the time specified;
- The time record must be verified and signed by the Department Head and filed bi-weekly with the Town Supervisor no later than 9:30 AM on the Monday prior to payday.

**Correction of Errors** - An employee must immediately bring errors in time records to the attention of the Department Head/Supervisor who will investigate the matter and make and initial the correction once the error has been verified.

**Falsification of Time Records** - An employee who, after investigation, is found to have falsified or altered a time record, or the time record of another employee, or completed a time record for another employee will be subject to disciplinary action. In extenuating circumstances where an employee is not able to complete the employee's own time record, the Department Head may complete the time record on behalf of the employee.

## Payday

Employees will be paid biweekly on Thursday for the period that ends on the previous Friday.

When our payday is a holiday, you normally will be paid on the last working day before the holiday.

The Finance Director will deliver paychecks to Department Heads for further distribution to employees. Department Heads will not release a paycheck to anyone other than the employee unless the employee has submitted a signed written authorization to the Finance Director.

Please review your paycheck for errors. If you find a mistake, report it to the Finance Director immediately. The Finance Director will assist you in taking the steps necessary to correct the error.

## **Paycheck Deductions**

The Town is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the Town that exempt employees' pay will not be "docked," or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the Town may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or
- Suspensions of one or more full days for violations of safety rules of major significance; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act; or
- Negative paid-time-off balances, in whole-day increments only.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with the Finance Director.

## **Garnishment/Child Support**

When an employee's wages are garnished by a court order, our Town is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our Town will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

## **Direct Deposit**

Employees have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program. The employee must submit a signed, written authorization for the direct deposit program to the Finance Director.



## Overtime

**FLSA Non-Covered and Exempt Employees** - In accordance with the Fair Labor Standards Act, FLSA non-covered and exempt employees will not be paid for overtime nor receive "compensatory time" for any hours worked in excess of the employee's normal workday or workweek.

**Compensatory Time, FLSA Non-Exempt Employees** – A FLSA non-exempt employee will be credited with compensatory time on a one-for-one basis for all hours worked above the standard thirty-five (35) hour work week up to a forty (40) hour work week. In lieu of compensatory time, an employee may choose cash payment at their current straight-time rate. The exception to this policy is full-time employees of the Buildings and Grounds Department and Highway Department who work a forty (40) hour work week.

In addition, a FLSA non-exempt employee will be paid one and one-half hours of compensatory time for all authorized time worked over forty (40) hours in a work week. In lieu of compensatory time, an employee may choose cash payment at time and one-half. Authorized time is defined for purposes of this section of the handbook as time in excess of forty (40) hours per week, which is pre-approved by the employee's department head, the Town Supervisor or the Town Board.

An employee may accumulate up to fifty hours in compensatory time credits. In the event an employee accrues more than fifty compensatory time credits, the employee must use the excess compensatory leave credits within the pay-period in which it is earned. An employee must use all compensatory leave credits by the last day of the final payroll of the year or the compensatory leave credits will be forfeited. No cash payment will be made for compensatory leave credits.

**Authorization** - A Department Head may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the employee's Department Head or supervisor before working additional hours. An employee is not entitled to compensatory overtime pay for additional hours worked without proper authorization.

**Credit for Paid Leave** - Personal leave, vacation leave, sick leave and holidays will be included as time worked for the purpose of computing overtime. Bereavement leave, jury duty leave, and all military leave will not be included as time worked for the purpose of computing overtime.

**Termination from Employment** - An employee whose employment with the Town is terminated will forfeit any unused compensatory leave credits. No cash payment will be made for compensatory leave credits.



## **The Civil Service System**

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**The following is intended as a guide. The Civil Service Law and the *Monroe County Civil Service Commission* shall govern regarding the jurisdictional classification of positions and the appointment and promotion of personnel.**

## **The Unclassified and Classified Services**

**Unclassified Service** - In accordance with Civil Service Law and for purposes of this Employee Handbook, the term "Unclassified Service" will include all individuals who are Elected Officials and/or members of boards or commissions.

**1. Classified Service** - In accordance with Civil Service Law and for purposes of this Employee Handbook, the term "Classified Service" as defined by the Civil Service Law and the Rules of the Monroe County Civil Service Commission will include all Town employees who are subject to the Rules of the Monroe County Civil Service Commission. The Classified Service is divided into four jurisdictional classes:

**2. Exempt** - those positions, other than unskilled labor positions, for which competitive or non-competitive examinations or other qualification requirements are not practicable (Civil Service Law, Section 41);

**3. Competitive** - those positions for which it is practicable to determine merit and fitness by competitive examination;

**4. Non-Competitive** - those positions not in the exempt class or the labor class for which it is not practicable to determine merit and fitness by competitive examination, but rather by a review of training and experience; and,

**Labor** – unskilled labor positions, except those positions which can be examined for competitively.

## **Civil Service Appointments**

**Competitive Class** - In accordance with Civil Service Law, the following types of appointments may be made to positions in the Competitive Class:

- **Permanent** - an appointment to a vacant position in the Competitive Class from an eligible list established as a result of examination, following successful completion of a probationary term;
- **Provisional** - an appointment to a vacant position in the Competitive Class when there is not an appropriate eligible list. A provisional appointee must take an examination whenever it is scheduled. Thereafter, a permanent appointment will be made on the basis of the eligible list resulting from the examination; or
- **Temporary** - an appointment to a position in the Competitive Class for reasons including, but not limited to: emergency work projects; planned termination of the position after a limited time; to replace an employee who is on a leave of absence; to fill a position funded through a temporary

grant; or to fill a position vacated by the promotion of another employee until the employee who has been promoted receives permanent status.

## **Examinations and Promotions**

**Examinations** - In accordance with Civil Service Law, in the event there is a vacancy in a new or existing position in the Competitive Class which the Town intends to maintain, the Town will fill the vacancy by selection from the eligible list certified by the Monroe County Civil Service Commission or persons who have taken the appropriate Civil Service examination. The Monroe County Civil Service Commission will test and rank each candidate according to the individual's performance on the examination. In accordance with Civil Service Law Section 61, the Town will select one of the top three available candidates on the list to fill the position.

**Promotions** - The Town will offer opportunities for advancement for those employees who qualify. In the event the position is in the Competitive Class, a qualified employee must normally take a promotional examination and the above "one of three" will apply. An employee who wants to be promoted should become knowledgeable about the employee's present position and be aware of higher level positions for which the employee may be qualified.

## **Veteran's Credits**

**Summary** - An employee who is a veteran as defined by the Civil Service Law may be eligible to apply for veteran's credits on a Civil Service examination. An employee who is a veteran should contact the Monroe County Civil Service Commission for details concerning these credits.

## Employment Matters

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## **Oath of Office**

**Requirement** - Each Town Officer as defined in the Town Law and the Public Officers Law, must take the Oath of Office in accordance with Town Law Section 25 and Public Officers Law Section 10, which must be administered prior to commencing the duties of the office and must be filed in the office of the Town Clerk within thirty calendar days of commencement of the term of office. Each official who is re-elected or re-appointed to a subsequent term must take the Oath of Office for each term.

**Filing of Oath** - The Oath of Office must be filed in either the Office of the County Clerk or the Town Clerk within thirty days of commencement of the term of office.

## **Procedure for Filling Vacancies**

**Statement of Compliance** - The Town of Sweden complies with all applicable federal, state and local laws, rules, and regulations throughout the employee selection process, including, but not limited to, the Public Officers Law, Town Law, Civil Service Law, Title VII, and the Americans with Disabilities Act, and is an Equal Opportunity employer.

**Notification of Vacancies** - In the event there is a vacancy in a new or existing position which the Town intends to maintain, the vacancy will be advertised in the official newspaper and/or posted and qualified individuals interviewed.

**Residency Preference** - In the event there is a vacancy in a new or existing position which the Town intends to maintain, the Town may give preference to qualified applicants who are residents of the Town.

**Employment Applications** - The Town relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process. 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 disqualification if the conduct is discovered after employment commences.

**Employment Reference Checks** - To ensure that individuals who join the Town are well qualified and have a strong potential to be productive and successful, it is the policy of the Town to check the employment references of all qualified applicants.

**Background Checks** – To ensure the health, safety and welfare of all individuals using Town recreation facilities (Community Center, Senior Center, and Park), it is the policy of the Town to obtain a background check on all potential recreation employees, at the expense of the individual.

## **Probationary Period**

**Purpose of Probationary Period** - The probationary period is for an employee to become familiar with the specific duties and responsibilities of the employee's new position. The probationary period also provides the Department Head with an opportunity to evaluate the employee's job performance and potential for development in the position.

**Length of Probationary Period (Competitive Class)** - Except as otherwise provided in the *Rules of the Monroe County Civil Service Commission*, an employee appointed from an open-competitive list must serve a probationary period of not less than eight weeks nor more than fifty-two weeks. The length of the probationary period may only be extended in accordance with the *Rules of the Monroe County Civil Service Commission*. Typically the Town of Sweden uses six (6) months for the length of the probationary period.

**Length of Probationary Period (Other Classes)** - Except as otherwise provided in the *Rules of the Monroe County Civil Service Commission*, an employee's original appointment to a position in the exempt, non-competitive, or labor class shall be for a probationary period of not less than eight nor more than fifty-two weeks. The length of the probationary period may only be extended in accordance with the *Rules of the Monroe County Civil Service Commission*. Typically the Town of Sweden uses six (6) months for the length of the probationary period.

**Successful Completion of Probationary Period** - An employee's appointment will become permanent upon written notice that the probationary period has been successfully completed following the minimum period of service required. Or, the employee's appointment will become permanent upon the retention of the employee after completion of the maximum period of service required. Except as otherwise provided by law, completion of the probationary period does not necessarily confer rights or privileges in the position.

**Failure to Successfully Complete Probationary Period** - In the event the employee's performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time after the completion of the minimum probationary period and before completion of the maximum probationary period. If the performance or conduct of an employee serving a probationary period, who has been promoted or transferred, is not satisfactory, the employee shall be returned to the employee's former permanent position at the end of the probationary period.

## Performance Appraisal

**Statement of Purpose** - The purpose of performance appraisal is to evaluate employee performance. The performance appraisal will take into consideration criteria that properly reflect the employee's performance including, but not limited to, the employee's work quality, job knowledge, initiative, attitude, attendance, teamwork, conduct, and communication skills. The employee's performance appraisal may be considered as a factor in promotion and disciplinary action.

**New Employee** – A new employee will be formally evaluated during the first six months of employment with the Town.

**Frequency** - An employee will be formally evaluated at least once each year on a date determined by the employee's Department Head, as directed by the Town Board. Unless otherwise specified by the Town Board, evaluations must be presented to the Town Board by the first of August. Informal evaluations will occur on an as needed basis throughout the performance cycle.

**Post-evaluation Conference** - After an evaluation, the evaluator will meet with the employee to review the employee's performance appraisal report.

**Deficiencies** - Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement.

**Employee Reply** - An employee's written reply, if any, will be attached to the performance appraisal report.

## Corrective Discipline

**Policy Statement** - It is the policy of the Town of Sweden that certain rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees, the efficient operation of the Town, and the delivery of services to residents of the Town. Any conduct that interferes with operations or that discredits the Town will not be tolerated. An employee must conduct his or herself in a positive manner so as to promote the best interests of the Town.

**Communication** - Open and candid communications with all employees is an important aspect of the Town of Sweden's on-going employee relations. When a rule, policy, or procedure is violated, the employee's Department Head, or other designated supervisor, will review the specific nature of the violation with the employee. When appropriate, a counseling session will precede disciplinary action. The employee's input is extremely important to ensure that all the facts have been considered. After such a review, corrective action is discussed with the employee and the management involved.

**Forms of Discipline** – Employees covered by **Civil Service Law Section 75** shall be disciplined in accordance with the provisions contained therein. In normal circumstances, the Town endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does however, retain the right to discipline employees in any manner it sees fit. When appropriate, a counseling session will precede disciplinary action. Progressive discipline may include written warnings, suspension without pay, or termination of employment, depending on the circumstances. The Town does not guarantee that one type of discipline will precede another. Furthermore, the Town reserves the right to suspend an employee while an investigation is conducted.

**Corrective Action Notice** - Employees are given the opportunity to agree or disagree with the results and write a brief statement on the corrective action notice, if desired. However, as a condition of employment, employees are required to sign the corrective action notice to indicate that a discussion of the issue has taken place. Failure to comply with this policy could result in further disciplinary action, up to and including termination of employment. Employees receive a copy of any written notice issued by the Town.

**Prohibited Conduct** - Any employee who, after investigation, is found to have violated the policies, procedures, rules, or regulations outlined in this Employee Handbook or those established by the employee's department, or is found to have engaged in misconduct will be subject to disciplinary action in accordance with this policy or Civil Service Law Section 75 as applicable.

- Falsification of any records or reports, employment applications, medical reports, time records, work-related records, absence from work, injuries on the job, claims for benefits provided by the Town;
- Intimidation, coercion, threatening, or assault of, or fighting or interfering with, other employees, Elected Officials, residents of the Town; or any other person;
- Engagement in any form of discrimination or harassment, including sexual harassment;
- Improper performance of job duties or repeated failure to perform assigned duties and responsibilities;
- Refusal to obey instructions of a Department Head or supervisor or any other form of insubordination;
- Careless or negligent use or operation of equipment, including vehicles and machinery;

- Willful or deliberate abuse, destruction, defacement, misuse, or theft of Town property or removal of Town property without permission;
- Illegal gambling on Town property;
- Sleeping on the job, unless authorized by a Department Head or supervisor;
- Violation and/or disregard of safety rules or safety practices, including failure to wear assigned safety clothing or equipment;
- Failure to adhere to the personal appearance/dress code policy;
- Repeated violations of Town policies, procedures or prohibited conduct;
- Leaving work area without permission, as defined by the Department Head;
- Excessive tardiness and/or absences (except those absences covered by state and/or federal statutes);
- Unauthorized absences or repeated failure to give proper notice;
- Possession or use of controlled substances or alcohol while on Town property or in Town vehicles;
- Possession of illegal or unlicensed firearms or explosives on Town property or in Town vehicles; or
- Acts of sabotage.

The above list is illustrative and is not intended to limit the Town's right to impose discipline in other appropriate cases.

## **Civil Service Law Section 75**

**Summary** - New York State Civil Service Law Section 75 establishes disciplinary procedures for covered employees. Section 75 affords a covered employee the opportunity for a hearing when charges of incompetence or misconduct have been made against the employee by the Town.

**Employees Not Covered by Section 75** - The following employees are not covered under Section 75:

- Any employee in the **Unclassified Service** (such as Elected Officials and members of boards and commissions).
- A **newly hired employee** serving a required probationary period, even if the employee is a veteran as defined by the Civil Service Law, or exempt volunteer firefighter, as defined by the General Municipal Law;
- An employee holding a position in the **Non-Competitive Class** who has less than five years of continuous uninterrupted service, unless the employee is an eligible veteran, as defined by the Civil Service Law, or exempt volunteer firefighter, as defined by the General Municipal Law, who has successfully completed the required probationary period;

- An employee holding a position in the **Non-Competitive Class** designated as **management/confidential**;
- An employee holding a position in the **Exempt Class**, unless the employee is an eligible veteran as defined by the Civil Service Law, or exempt volunteer firefighter, as defined by the General Municipal Law, who has successfully completed the required probationary period;
- An employee holding a position in the **Labor Class** unless the employee is an eligible veteran as defined by the Civil Service Law, or exempt volunteer firefighter, as defined by the General Municipal Law, who has successfully completed the required probationary period;
- An employee holding a position by **provisional appointment**; and
- A **Temporary** or **Seasonal** employee.

**Covered Employees** - In accordance with Civil Service Law, the following employees are generally covered under Section 75:

- An employee holding a position by permanent appointment in the **Competitive Class** of the classified Civil Service;
- An employee holding a position in the **Non-Competitive Class** who has been employed for at least five years of continuous uninterrupted service in the non-competitive class, except when such an employee holds a position designated as management/confidential. Even though the employee has completed the required probationary period and has received permanent appointment or employment in the non-competitive class, the employee is not covered under Section 75 until the employee has completed five years of continuous service in the non-competitive service;
- An employee holding a position by permanent appointment or employment in the Exempt, Competitive, Non-Competitive, or Labor Class who is a qualified veteran as defined by the Civil Service Law, or exempt volunteer firefighter, as defined by the General Municipal Law, except when such an employee holds the position of private secretary, cashier, or deputy of any official or department. Specifically, the employee must have been honorably discharged or released under honorable circumstances from the armed forces of the United States having served therein as such member in time of war as defined in Section 85 of the New York State Civil Service Law, or the employee must be an exempt volunteer firefighter as defined in the General Municipal Law.

**Disciplinary Procedure** – The following disciplinary procedure shall apply to employees covered by Civil Service Law Section 75.

**Section 75 Hearing** – An employee who is covered under the New York State Civil Service Law Section 75 will not be subjected to any disciplinary penalty except for incompetence or misconduct shown after a hearing upon stated charges, pursuant to that law.

**Notice of Discipline** – An employee subject to discipline will be provided with a written Notice of Discipline (NOD) which will contain all charges and specifications.

**Employee Answer** - The employee will have eight calendar days to respond to the charges. The employee's response must be in writing.

**Disciplinary Hearing** - Unless there is a stipulation of settlement between the Town and the employee, the Appointing Authority will designate a hearing officer in accordance with Civil Service Law Section 75. The designation must be in writing. The hearing officer will set the time and place for the hearing. The hearing

officer will make a record of the hearing which will be submitted to the Appointing Authority, with the hearing officer's recommendations, for review and decision.

**Right to Representation** - The employee may have representation by counsel at the hearing and may summon witnesses on the employee's behalf.

**Suspension Without Pay Pending Determination of Charges** - Pending the hearing and determination of charges, the employee may be suspended without pay for a period not to exceed thirty calendar days.

**Penalties** - In the event the employee is found to be guilty of the charges, the penalty may consist of one of the following:

- Written reprimand;
- Fine not to exceed one-hundred dollars which will be deducted from the employee's pay;
- Suspension without pay not to exceed two months;
- Demotion in grade and title; or
- Termination from Town employment.

**Finding of Not-Guilty** - In the event the employee is found to be not guilty, the employee will be restored to the employee's position with full pay for the period of suspension less the amount of any unemployment insurance benefits that the employee may have received during such period.

**Limitations** - Notwithstanding any other provision of law, no removal or disciplinary proceeding will be commenced more than eighteen months after the occurrence of the alleged incompetence or misconduct complained of and described in the charges. Such limitation will not apply where the incompetence or misconduct complained of and described in the charges would, if proved in a court of appropriate jurisdiction, constitute a crime.

**Filing Requirements** - In the event the employee is found to be guilty, a copy of the charges, the employee's written answer, a transcript of the hearing, and the determination will be filed in the office of the department in which the employee is employed. A copy will also be filed with the Monroe County Civil Service Commission.

## **Code of Ethics**

### **Definitions:**

**Town** - Any board, commission, district, council or other agency, department or unit of government of the Town of Sweden.

**Town Employee** - Any officer or employee of the Town of Sweden, whether paid or unpaid, whether serving in a full-time, part-time or advisory capacity.

**Interest** – A pecuniary or material benefit accruing to a municipal employee unless the context requires otherwise.

**Rule With Respect To Conflicts of Interest** - No Town employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

**Standards of Conduct** - An officer or employee is subject to, and must abide by, the following standards of conduct:

- No Town employee shall accept other employment which impairs the employee's independence of judgment in the exercise of the employee's official duties.
- No Town employee shall accept employment or engage in any business or professional activity which will require the employee to disclose confidential information which the employee has gained by reason of the employee's official position or authority.
- No Town employee shall use or attempt to use the employee's official position to secure unwarranted privileges or exemptions for the employee or others.
- No Town employee shall engage in any transaction as a representative or agent of the Town with any business activity which the employee has direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of the employee's official duties.
- A Town employee shall not, by the employee's conduct, give reasonable basis for the impression that any person can improperly influence the employee or unduly enjoy the employee's favor in the performance of the employee's official duties or that the employee is affected by the kinship, rank, position or influence of any party or person.
- Each Town employee shall abstain from making personal investments in enterprises which the employee has reason to believe may be directly involved in decisions to be made by the employee or which will otherwise create substantial conflict between the employee's duty in the public interest and the employee's private interest.
- Each Town employee shall endeavor to pursue a course of conduct which will not raise suspicion among the public that the employee is likely to be engaged in acts that are in violation of the employee's trust.
- To that end, no Town employee shall either directly or indirectly, sell, acquire, barter, lend, exchange, use or dispose of any Town property whatsoever.
- No Town employee employed on a full-time basis nor any firm or association of which such employee is a member nor corporation, a substantial portion of the stock of which is owned or controlled directly or indirectly by such employee, shall sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the Town in which such employee serves or is employed.

**Violations** - In addition to any penalty contained in any other provision of law, any person who shall knowingly and intentionally violate any of the provisions of this code may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

## Personnel File

**Policy Statement** - It is the policy of the Town to balance its need to obtain, use, and retain employment information with a concern for each employee's privacy. To this end, the Town will endeavor to maintain only that personnel information necessary for the conduct of the Town's business or required by federal, state, or local law. Personnel records will be maintained for current and past employees in order to document employment-related decisions and comply with government record-keeping and reporting requirements.

**Content** - The records maintained by the Town include, but are not limited to, Employment Applications, Payroll Change Notice, copies of job-required licenses and certificates, Federal and State Withholding Tax Forms, Retirement Enrollment/Waiver Forms, Health Insurance Enrollment/Waiver Forms, performance appraisal forms, disciplinary and dispute notices, letters of acclamation, and probationary reports.

**Location of Files** - All original personnel records for current employees will be kept in the Office of the Director of Finance and will be maintained and controlled by the Director of Finance.

**Immigration (I-9) Forms** – All Immigration (I-9) Forms will be kept in a separate file apart from the employee's personnel file.

**Medical Records** - All employee medical records will be kept in a separate file apart from the employee's personnel file in the Office of the Director of Finance and will be maintained and controlled by the Director of Finance. ***For security purposes, these files will be locked at all times.***

**Change in Status** - An employee must immediately notify the Director of Finance of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and individuals to notify in case of emergency.

**Employee Access** - An employee may review and copy the contents of the employee's own personnel file. The employee must make an appointment with the Director of Finance. An authorized official must be present when the employee inspects the file. The employee may not remove or place any material in the file without the approval of the Director of Finance. Copies of records contained in an employee's personnel file may not be released to a third party without the written consent of the employee, unless federal, state or local laws require otherwise.



## Separation of Employment

**Notice of Resignation (Employees)** - An employee who intends to resign from employment must submit a written resignation to the employee's Department Head at least two weeks before the date of resignation is to be effective. Failure to submit the proper notice shall result in the loss of payment for accruals. This provision may be waived by the Town Board.

**Notice of Resignation (Town Officers)** - A Town Officer (as defined by Public Officers Law) must resign by delivering a written notice to the Town Clerk. If no effective date is specified, the office becomes vacant immediately upon delivery of the notice to the Town Clerk. If a Town Officer wishes to resign at some future date, the Town Officer may specify a resignation date. However, if the resignation date is more than thirty days after delivery of the notice to the Town Clerk (ninety days for Justices), the resignation will become effective thirty days after such delivery (ninety days for Justices).

**Notice of Resignation (Town Clerk)** - The Town Clerk who intends to resign must submit a written resignation to the Secretary of State at least thirty calendar days before the date of resignation is to be effective.

**Exit Interviews** - Exit interviews are normally conducted by the Director of Finance or Town Supervisor. The exit interview provides an opportunity to discuss a number of items including employee benefits, COBRA eligibility, and return of Town property. During the exit interview, employees are encouraged to give suggestions, concerns and constructive recommendations.

**Final Paycheck** - Employees receive their final paycheck on the next regularly scheduled payday. The final paycheck includes payment for accumulated vacation benefits, and payment of unused dental/optical money, if applicable. The cost of non-return of Town property may result in employee payment. Such payment will be deducted from the employee's final paycheck.



## **Time Away From Work and Other Benefits**

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## Employee Benefits

Our Town has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the Town. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The Town reserves the right to modify its benefits at any time. We will keep you informed of any changes.

## Holidays

**Designated Holidays** - The Town of Sweden offices will observe the following holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Presidents' Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Veterans Day
10. Thanksgiving Day
11. Christmas Day

**Floating Holidays** - In addition to the designated holidays, a full-time employee will receive two floating holidays annually. The dates for these holidays will be determined upon recommendation of the Town Clerk at the annual organizational meeting.

The Town of Sweden Highway Department will observe the following holidays:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Columbus Day
7. Election Day
8. Veterans Day
9. Thanksgiving Day
10. Day after Thanksgiving Day
11. Christmas Day

**Floating Holidays** - In addition to the designated holidays, a full-time employee will receive two floating holidays annually. The dates for these holidays will be determined annually by the Superintendent of Highways.

**Eligibility** – A full-time employee is eligible for holiday pay at the employee’s regular rate of pay. A part-time, temporary, or seasonal employee is not eligible for holiday pay.

**Holiday Observance** - In the event a designated holiday occurs on a Saturday, the holiday will be observed on the preceding Friday. In the event a designated holiday occurs on a Sunday, the holiday will be observed on the following Monday.

**Holiday Pay Requirement** - A FLSA non-exempt employee must work the employee’s scheduled workday before and the employee’s scheduled workday after a designated holiday in order to receive holiday pay, except when the employee is on pre-approved vacation, personal, sick or bereavement leave.

**Assigned to Work on a Holiday** - A full-time FLSA non-exempt employee who is required by the Department Head to work on a designated holiday will receive holiday pay plus wages at time and one-half for all hours worked on the holiday. A part-time, temporary, or seasonal employee who works on a designated holiday will be paid at the employee’s regular rate of pay.

**Recreation Department/Community Center** – Because of the operational hours of the Community Center some employees will be required to work on designated holidays. In order to compensate these employees they will be entitled to holiday leave to be scheduled within the same payroll period as the town designated holiday. An employee must request holiday leave during the prior payroll period in writing. All pay is at the employee’s regular rate of pay.

## Vacation Leave

**Eligibility** - A full-time employee is eligible for paid vacation leave. A part-time, temporary, or seasonal employee is not eligible for paid vacation leave but may be allowed to take time-off without pay provided the employee has prior approval from the Department Head.

**New Employees** – A newly hired full-time employee will receive five days of vacation leave after six months of continuous employment to be credited on the six-month anniversary date. After one year of continuous employment, the employee will receive another five days of vacation leave to be credited on the employee’s one-year anniversary date.

**Allowance** - A full-time employee will be credited with paid vacation leave in accordance with the vacation schedule below. Vacation Leave is based on the average number of hours an employee is normally scheduled to work each week. An employee may take vacation leave only after it has been credited. The employee will be credited on their anniversary date for the vacation leave earned during the previous year.

Completed Years	Vacation Days	Completed Years	Vacation Days
After 2 years	10 days	After 8 years	16 days
After 3 years	11 days	After 9 years	17 days
After 4 years	12 days	After 10 years	18 days
After 5 years	13 days	After 15 years	20 days
After 6 years	14 days	After 20 years	25 days
After 7 years	15 days		

**Continuous Service** - Continuous Service shall mean uninterrupted service. An authorized leave of absence without pay, or a resignation followed by reinstatement within thirty days following such resignation,

shall not constitute an interruption of continuous service. Vacation is earned only for monthly pay periods during which an employee is in full pay status for at least fifteen working days during such monthly pay period.

**Scheduling** - An employee must request vacation leave at least twenty-four hours in advance prior to use of such leave in order to receive prior approval from the employee's Department Head. Vacation leave credits may not be used in increments of less than one hour. The Department Head will have total discretion in the approval of vacation leave.

**Carry-Over** – With prior approval of the Department Head, an employee may carryover vacation leave credits to a maximum of five days in any year. The days must be used during the year into which they were carried over.

**Holiday During Scheduled Vacation** - In the event a designated holiday occurs on an employee's normal workday and the employee is on paid vacation, the employee will receive holiday pay for the day and the employee's vacation leave credits will not be charged for that day.

**Separation of Employment** - An employee who resigns, retires or is laid off will receive cash payment for unused vacation leave to which the employee is properly entitled at the employee's then current rate of pay. To be eligible to receive this payment, an employee who is to resign or retire must give written notice at least two weeks in advance of the last day of employment. In the event an employee leaves employment due to disciplinary action, the employee will not receive a settlement for unused vacation leave. In cases of death of an employee, the Town will pay the employee's designated beneficiary for any unused vacation leave.

**Change of Employment Classification** – An employee whose classification changes from full-time to part-time and has accumulated vacation leave will receive a cash payment for unused leave to which the employee is properly entitled at the employee's then current rate of pay.

## **Personal Leave**

**Eligibility** – A full-time employee is eligible for paid personal leave upon being granted permanent status. A part-time, temporary, or seasonal employee is not eligible for paid personal leave.

**Allowance** - A full-time employee may be credited with up to three days of paid personal leave on an annual basis. The employee will be credited on January 1 of each year. An employee may take personal leave only after it has been credited.

**New Employee** - A new employee will be credited with one day of paid personal leave after the completion of six months of continuous service. Thereafter, the employee will be credited with 3 days of paid personal leave on each subsequent January 1.

**Proper Use of Personal Leave** - An employee may use personal leave credits to conduct personal business which cannot be conducted outside of normal working hours, non-emergency medical and dental appointments, religious observances, and for personal emergencies. In no event may personal leave credits be used on the scheduled workday immediately prior to or following a holiday or vacation; in lieu of sick leave or other leaves of absences, except to extend bereavement leave. Personal leave credits may not be used in increments of less than one hour.

**Scheduling** - An employee must request personal leave twenty-four hours in advance prior to use of such leave in order to receive prior approval from the employee's Department Head. This approval must be in writing. The Department Head will have total discretion in the approval of personal leave.

**Accumulation** - An employee may not accumulate personal leave credits. Any personal leave credits remaining unused at close of business on the last day of the calendar year will be canceled.

**Separation of Employment** - An employee whose employment with the Town is terminated for any reason, including retirement, will not receive cash payment for unused personal leave.

**Change of Employment Classification** – An employee whose classification changes from full-time to part-time and has personal leave credits will be entitled to use the leave within the current calendar year until the balance is exhausted. Any personal leave remaining unused will be canceled. No new hours are accumulated on the following January 1.

## **Sick Leave**

**Eligibility** – A full-time employee is eligible for paid sick leave after the completion of six months of continuous employment. A part-time, temporary, or seasonal employee is not eligible for paid sick leave.

**Allowance** - A full-time employee will be credited with one day of paid sick leave each month. An employee may take sick leave only after it has been credited. The employee will be credited on the first day of the month after it has been earned.

**Accrual During Leaves of Absence** - An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence.

**Proper Use of Sick Leave** - Sick leave credits may not be used in increments of less than one-half hour. Sick leave is provided to protect an employee against financial hardship during an illness or injury. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work including the following:

- Sickness or injury of employee, or preventative health care.
- Serious illness in or preventative health care for an employee's immediate family requiring the care or attendance of the employee. Immediate family is to include mother, father, spouse, child or other relative who is in the care of or part of the employee's household;
- Quarantine regulations.

**Medical Verification** - The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave, or has used an excess amount of sick leave, or when an employee is absent for more than three consecutive workdays due to an illness or injury. If an employee is on an authorized leave of absence, the provisions of the Family and Medical Leave Policy in this Employee Handbook shall apply.

**Accumulation** - An employee may accumulate sick leave credits to a maximum of 165 days.

**Abuse of Sick Leave** - An employee who, after investigation, is found to have abused the use of sick leave or falsifies supporting documentation, will be subject to disciplinary action.



**Retirement Credit** - The Town Board has elected to provide Section 41 (j) of the Retirement and Social Security Law which allows credit for a portion of accumulated sick leave at the time of retirement.

**Separation of Employment** - An employee whose employment with the Town is terminated for any reason, including retirement, will not receive cash payment for unused sick leave.

**Change of Employment Classification** – An employee whose classification changes from full-time to part-time and has accumulated sick leave credits will be entitled to use the leave until the balance is exhausted. No new leave will be accumulated.

## **Jury Duty Leave**

**Jury Leave** - In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive paid jury duty leave. Such leave will not be subtracted from any of the employee's leave credits. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee's full salary during jury duty. An employee can collect and keep any mileage expense reimbursement that may be issued by the court system for performing jury duty.

**Notification of Jury Duty** - When an employee receives notice to report for jury duty, the employee must immediately submit a copy of the notice to the employee's Department Head.

**Return to Duty** - In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work.

**Accrual of Benefits** - The Town will continue to provide health insurance benefits for an eligible employee during the jury leave. Vacation leave, sick leave and holiday benefits will continue to accrue during jury duty leave.

## **Voting Leave**

Our Town believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee whose work schedule does not provide him or her four consecutive hours to vote while polls are open will be granted up to two paid hours off in order to vote. Any additional time off will be without pay. We reserve the right to select the hours you are excused to vote.

Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws.

Notify your Department Head of the need for voting leave two to ten days before the election. When you return from voting leave, you must present a voter's receipt to your Department Head as soon as possible.

## **Military Leave**

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

Full-time employees are paid their normal rate of pay for up to a maximum of 22 days. Thereafter, the time off is unpaid, unless state law dictates otherwise.

All other employees are granted an unpaid leave in order to serve, except where state law dictates otherwise.

Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation may be used for this leave if the employee chooses. Military orders should be presented to the Finance Director and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the Town unless military necessity makes this impossible. You must notify the Finance Director of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the Finance Director.

## **Family Military Leave**

Eligible employees who are the spouse of a member of the Armed Forces of the United States, National Guard or Reserves who has been deployed during a period of military conflict to a combat theatre or combat zone may take up to ten days of paid family military leave during the military service member's leave or deployment.

To be eligible for family military leave, employees must work an average of twenty hours or more per week.

## **Witness Leave**

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law. We ask that you notify your Department Head of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Bone Marrow Donation Leave**

Employees who work an average of 20 hours or more each week are eligible to receive up to 24 hours of paid leave to donate bone marrow.

Please provide the Finance Director with written physician verification of the purpose and length of each leave.

For more information regarding this leave, please see the Finance Director.

## **Blood Donation Leave**

Employees who work an average of 20 or more hours per week are entitled to up to three hours of paid leave in any 12-month period to donate blood.

The 12-month period will be based on the calendar year.

Employees must give “reasonable notice” of their intent to take leave to give blood.

For more information regarding this leave, please see your Department Head.

## **Bereavement Leave**

Full-time employees are eligible for three paid days for the death of an immediate family member. Members of the immediate family include spouses, domestic partners, parents, brothers, sisters, spouses of siblings, children, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners. The three days must be taken consecutively.

Full-time employees are eligible for one paid day to attend the funeral of first cousins, aunts, uncles, nieces and nephews; and first cousins, aunts, uncles, nieces and nephews by marriage.

Requests for bereavement leave should be made to the Finance Director as soon as possible. Our Town reserves the right to request written verification of an employee's familial relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

## **Victims of Crime Leave**

The Town will grant reasonable and necessary leave from work, without pay, to employees who are victims of a crime to attend or participate in legal proceedings pertaining to the crime. Affected employees must give the Town reasonable notice that leave under this policy is required.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## Medical Insurance

Eligible full-time and part-time employees may enroll in a single, a single plus one dependent or a family contract immediately upon hire.

Information and enrollment forms may be obtained from the Finance Director.

To assist full-time employees with the cost of this insurance, our Town pays a portion of a single, a single plus one dependent or a family contract. You are responsible for paying the balance through payroll deduction.

A booklet containing the details of the plan and eligibility requirements may be obtained from the Finance Director.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon discharge you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the Finance Director.

## Medical Insurance for Retirees

**Coverage-** The Town will make available medical insurance coverage to an eligible full-time employee who retires from the Town. Coverage is also available for an eligible spouse, according to the terms set forth below, if the spouse was covered under the Town's medical insurance plan at the employee's date of retirement. In the event the retiree predeceases the spouse, the spouse may continue medical insurance coverage provided the spouse pays the full cost of the premium. Coverage of a spouse at the time of divorce or legal separation is in accordance with the plan documents and COBRA requirements.

**Eligibility-** To be eligible for coverage, the retiree must be age fifty-five or older, and must have at least fifteen years of continuous service with the Town and were covered with health insurance by the Town immediately prior to retirement. In addition, the employee must have applied for and be granted bona-fide retirement benefit from the New York State Employees' Retirement System.

**Retirees credited with at least 20 years of service-** For retirees credited with at least 20 years of service with the Town and meeting all other eligibility requirements, the Town will pay as a maximum eighty (80) percent of the equivalent of a single person rate at the time of retirement. If the actual premium expense is less, the Town will pay the current premium up to the maximum amount established at the time of retirement. The retiree shall pay the difference between the single rate at the time of retirement and the rate for family or two persons, as applicable. The Town shall bill the retirees for the difference.

**Retirees credited with at least 15 years of service-** For retirees credited with at least 15 years of service with the Town and meeting all other eligibility requirements, the Town will pay as a maximum forty (40) percent of the equivalent of a single person rate at the time of retirement. If the actual premium expense is less, the town will pay one-half of the current premium up to the maximum amount established at the time of retirement. The retiree will pay any additional difference, including the rate for family or two persons, as applicable. The town shall bill the retirees for the difference.

**Changes in Premium Contributions-** Any rider cost or increases in premium shall be borne by the retiree. The amount of the insurance premium a retiree or retirees's spouse is required to contribute is subject to change by resolution of the Town Board. The Town Board will provide a two-month notice of such charge.

**Changes in Status- Retirees are** to report any changes needed to their health insurance coverage to the Director of Finance within thirty days of the change in status.

## **Dental Insurance**

Eligible full-time and part-time employees may enroll in a single, a single plus one dependent or a family contract on the first of the month following one week of employment.

Information and enrollment forms may be obtained from the Finance Director.

To assist full-time employees with the cost of this insurance, our Town pays a portion of a single, a single plus one dependent or a family contract. You are responsible for paying the balance through payroll deduction.

A booklet containing the details of the plan and the eligibility requirements may be obtained from the Finance Director.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

Upon discharge you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the Finance Director.

## **Dental Insurance for Retirees**

**Coverage-** The Town will make available dental insurance coverage to eligible full time employees who retire from the Town.

**Eligibility-** To be eligible for coverage, the retiree must be age fifty-five or older, and must have at least fifteen years of continuous service with the Town and were covered with dental insurance by the Town for a year immediately prior to retirement. In addition, the employee have applied for and been granted a bona-fide retirement benefit from the New York State Employees' Retirement System.

**Retirees credited with at least 20 years of service-** For retirees credited with at least 20 years of service with the Town and meeting all other eligibility requirements, the Town will continue coverage as it stood at the time of retirement, whether a single, or family plan. The premium being paid at the time of retirement is the maximum amount that the Town will pay. The Town shall bill the retirees for any difference.

**Retirees credited with at least 15 years of service-** For retirees credited with at least 15 years of service with the Town and meeting all other eligibility requirements, the Town will pay one-half (50%) of

the premium to continue coverage as it stood for the year prior to retirement, whether single, or family. One-half (50%) of the premium being paid at the time of retirement is the maximum amount that the Town will pay. The retiree will pay any additional difference. The Town shall bill the retiree for the difference.

**Changes in Premium Contributions-** Any rider cost or increase in premium shall be borne by the retiree. If the actual premium expense is less than the rate set at the time of retirement, the Town will pay the current premium up to the maximum rate set at the time of retirement.

**Changes in Status-** Retirees are to report any changes needed in their dental insurance coverage to the Director of Finance within thirty days of the change in status.

## **COBRA**

You and your covered dependents will have the opportunity to continue medical and/or dental benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and/or dental coverage for you and your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical and/or dental plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact the Finance Director.

## **Section 125 Plans**

Our Town offers a pretax contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for medical insurance, dental insurance and out-of-pocket medical expenses or dependent care expenses on a "before tax", rather than an "after tax" basis. Your premium contributions and qualified expenses are deducted from your gross pay before income taxes and Social Security is calculated.

The Internal Revenue Service Section 125 Flexible Spending Account Plan ("Plan") is a benefit funded in part by the Town of Sweden for its employees and elected officials; and in part by employee contributions through payroll deduction. A spouse or dependent may also take advantage of the benefits if a member so desires.

"Members" of this Plan shall mean hired or appointed employees and elected officials on the Town's regular payroll with the following exceptions:

1. Seasonal or temporary employees
2. Student helpers

Services are those eligible services as defined by the Internal Revenue Service.

#### FUNDING:

The Town of Sweden will provide annual funds of \$450 for each full-time employee and elected officials with the exception of Town Board members who will receive \$1,000 annually. The Town will deposit its contribution on January 1 of each year. All eligible employees may choose to make additional contributions to the fund through payroll deduction. This contribution may be selected during the open enrollment period each year and may not be changed until the next open enrollment period, unless allowed by IRS Section 125 regulations.

#### APPLICATION:

New employees will not be eligible for membership in this plan until the first day of January following the date of employment unless the employment date or the term of office actually begins on January 1, in which event they will be eligible immediately.

Upon termination of a member's employment for any reason, unused funds are forfeited according to IRS Section 125 regulations.

At the end of each Plan year, unused funds are forfeited according to IRS Section 125 regulations.

## **Federal Family and Medical Leave Act**

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

### **Employee Eligibility**

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the Town in the preceding seven years (limited exception apply to the seven-year requirement);
2. have worked at least 1,250 hours for the Town over the preceding 12 months;

**and**

3. currently work at a location where there are at least 50 employees within 75 miles.

### **Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a covered servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details);

**or**

6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Armed Forces (e.g., National Guard or Reserves) in support of a contingency operation (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a covered servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

### **Definitions**

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A "covered servicemember" is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. The term "serious injury or illness" means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

### **Identifying the 12 Month Period**

The 12-month period in which 12 weeks of leave may be taken is the calendar year. For leave to care for a covered servicemember, the Town calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date.



FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

### **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Town's operations.

### **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or the Town may require you) to use accrued paid leave (such as sick leave, vacation, personal days, family leave, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with employee normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

### **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the Town will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Town may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

### **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

1. Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.
2. If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Town normal call-in procedures, absent unusual circumstances.
3. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the Town request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including discharge. Second or third medical opinions and periodic re-certifications may also be required;

4. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
5. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The town will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including discharge.

### **Employer Responsibilities**

To the extent required by law, the Town will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the Town will provide them with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the Town will provide a reason for the ineligibility. The town will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the Town determines that the leave is not FMLA-protected, the Town will notify the employee.

### **Job Restoration**

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Failure to Return After FMLA Leave**

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to employee's standard leave of absence and attendance policies. This may result in discharge if you have no other Town-provided or legally mandated leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, employee's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

### **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including discharge.

### **Employer's Compliance with FMLA and Employee's Enforcement Rights**

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the Town encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the Finance Director, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The town reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

### **Military-Related Federal FMLA Leave**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

#### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “covered servicemember,” which means: (1) a current member of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render him or her medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for former members of the Armed Forces or the National Guard or Reserves, or for servicemembers on the permanent disability retired list.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

Although Qualifying Exigency Leave is available to an eligible employee whose close family member is called up from status as a retired member of the Regular Armed Forces, it is not available for a close family member on active duty or on call to active duty as a member of the Regular Armed Forces. Also, a call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.

6. **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five of days of leave for each instance of rest and recuperation.
7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following discharge of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
8. **Mutually agreed leave.** Other events that arise from the close family member's duty under a call or order to active duty, provided that the Town and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

## **Short-Term Disability Benefits**

**Coverage** - The Town will make available short-term disability benefits to each eligible employee. This benefit is to supplement loss of time from work due to a qualified non-job related illness or injury.

**Eligibility** – Eligibility for coverage is determined by the carrier in accordance with applicable New York State regulations.

**When Coverage Begins** - Coverage will begin on the employee's first day of employment, provided the employee meets all eligibility requirements.

**Disability Payments** – Disability payments equal fifty percent of the employee's weekly salary (based on their last eight weeks of employment), not to exceed the statutory weekly amount, for a maximum of twenty-six weeks. The duration of disability benefits is dependent upon a physician's certification and consistent with statutory regulations. There is a seven-day waiting period before an employee can become eligible for disability payments.

**Premium Payment** – Employees will be required to contribute to the plan up to 1% of the first \$60 of weekly wages, but not more than \$0.60 per week.

**Reporting of Illness or Injury** - The employee must submit a written report of the illness or injury on the proper application form to the employee's Department Head and the Director of Finance within twenty-four hours of the occurrence. The Director of Finance will provide the employee with the necessary forms. Proper medical certification will be required and must be submitted with the application form.

**Use of Sick Leave Credits** - An employee may draw from the employee's sick leave credits in conjunction with disability payments to equal, but not exceed, the employee's regular daily rate of pay.

**Medical Insurance Coverage** – The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Family and Medical Leave Policy in this Employee Handbook.

## **Social Security**

During your employment, you and the Town both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

## **Unemployment Insurance**

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the Finance Director.

## **Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the Finance Director. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

## **The New York State Employees' Retirement System**

**Summary** - The Town will make available the New York State Employees' Retirement System pension plan to each eligible employee. An employee is eligible for service retirement benefits after five years of creditable public sector service. In the event an employee leaves after five years of service but prior to retirement age, such employee may receive a benefit at retirement age related to those years as a public sector employee.

**Mandatory Membership** - A full-time employee who began employment with the State of New York or with a participating employer, on or after July 27, 1976, must join the retirement system. An employee who is appointed to a permanent, full-time position on a probationary basis must join the retirement system on the effective date of the probationary appointment. Employment is considered full-time unless:

- The employee works less than thirty hours per week; or
- The annual compensation for the position is less than the State's minimum wage multiplied by 2,000 hours; or
- Duration of employment for less than one year or employment on less than a 12 month per year basis; or

- The position is either provisional or temporary under Civil Service Law.
- The employee is already retired from the system and meets income guidelines.

**Optional Membership** - An employee who is not mandated to join may join the retirement system. Such employee will be informed, in writing, that the employee may join the Retirement System and will acknowledge receipt of such notice by signing a copy thereof and returning it to the Director of Finance. If the employee elects to join the retirement System, the employee must complete the application form and return it to the Director of Finance.

**Waiver of Enrollment** - An employee who is not mandated to join the retirement system, and who chooses not to join, must complete a waiver of enrollment form.





## **On the Job**

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## **Attendance and Punctuality**

Attendance and punctuality are important factors for your success within our Town. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your Department Head as far in advance as is feasible under the circumstances, but before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for three 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.

## **Business Hours**

Because of the nature of our business, your work schedule may vary depending on your job and department. Our normal business hours are:

Monday through Friday: 9:00 a.m. to 5:00 p.m.

Summer Hours - Monday through Friday: 8:30 a.m. to 4:30 p.m.

Highway department: 7:00 am to 3:30 pm. Highway department summer work hours are at the discretion of the Highway Superintendent.

Check with your Department Head if you have questions about your hours of work.

## **Meal Time**

Employees working a shift of more than six hours will be provided at least 30 unpaid minutes for a meal between 11:00 a.m. and 2:00 p.m. Employees working a shift that starts before 11:00 a.m. and continues past 7:00 p.m. will be provided an additional unpaid meal period of at least 20 minutes between 5:00 p.m. and 7:00 p.m. Employees working a shift of more than six hours between 1:00 p.m. and 6:00 a.m. will be provided an unpaid meal period of at least 45 minutes midway through the shift. Your supervisor is responsible for approving the scheduling of this time.

## **Lactation Breaks**

The Town will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The Town will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify your Department Head to request time to express breast milk under this policy. The Town reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. Anyone with knowledge of such a conflict or potential conflict should contact your Department Head.

## **Standards of Conduct**

Each employee has an obligation to observe and follow the Town's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the Town. The Town does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the Town's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in Town activities or in Town vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; performing outside work or use of Town property, equipment or facilities in connection with outside work while on Town time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

**Nothing in this policy is designed to modify our employment-at-will policy.**

## **Citizen and Public Relations**

Our Town's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

## **Solicitation and Distribution**

To avoid unnecessary annoyances and work interruptions, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas is prohibited at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.

## **Changes in Personal Data**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the Finance Director promptly.

## **Care of Equipment**

You are expected to demonstrate proper care when using the Town's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

## **Vehicle Usage**

**Policy Statement** - All vehicles and related equipment of the Town of Sweden are owned and maintained for the purpose of conducting official business of the Town. Said vehicles and equipment may not be used for the personal use or private gain of any official or employee, nor for any other purpose which is not in the general public interest.

**Standards** - For the purpose of compliance with this policy, the following standards must be met at all times:

- Town vehicles and related equipment must remain under the general administrative jurisdiction and direction of the Department Head to which it is assigned;
- Town vehicles must be assigned to specific Town officials and employees for specific purposes and tasks. Said vehicles may not be used for any unauthorized purpose nor to conduct personal, private, or non-Town related business;
- Town vehicles must always be operated in a safe and responsible manner and in compliance with all applicable traffic laws in effect. In the event of an accident, regardless of severity, an accident report must be filed with the Town Supervisor's Office, by the applicable Department Head within twenty-four hours;

- Town vehicles may not be used to transport persons who are not officials or employees of the Town of Sweden, nor material not related to the conduct of official Town business; without direct authorization by the appropriate Department Head;
- Town vehicles must always be maintained in a safe and secure condition when not in use, including being locked and/or under direct observation; and all keys maintained under controlled and authorized jurisdiction of the appropriate Department Head;
- In the event a Town vehicle must travel outside the limits of the Town of Sweden, it is the responsibility of the department head to notify the Supervisor; either on a case by case basis or as a comprehensive approval for specified purposes;
- No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on Town vehicles at any time, except those of a limited community service nature which have been authorized by the Town Board.
- All Town vehicles shall be identified as such.
- Town vehicles should be shut down when not in use. Town vehicles should not be allowed to “idle” for periods of time.
- All Town vehicles should be left on Town property during non-business hours with the following exceptions: vehicles driven by the Highway Superintendent, Deputy Highway Superintendent, Fire Marshal and Dog Control Officer.
- Employees should share rides to job sites to the fullest extent practical.
- The Driver of a Town Vehicle is responsible for all loads including all materials and passengers.
- No person is permitted to ride in the bed of a truck or on any other part of a vehicle other than a passenger seat.
- All vehicle operators must wear seat belts at all times.
- Violation of any standard set herein may result in suspension or dismissal.

## **Travel Policy Statement**

The Office of the State Comptroller sets rules and regulations for reimbursement of expenses incurred while traveling on official State business. These rules and regulations will also be used as guidelines and applied to travel on Town of Sweden business as well. The purpose of this travel policy is to help employees understand and apply travel rules and regulations applicable to Town of Sweden business regardless of whether the travel occurs during business hours or after hours.

## **General Guidelines and Responsibilities**

- The designation of official station will be determined by the Town in the best interest of the Town and not for the convenience of the employee.

- Employees are in “travel status” when they are more than 35 miles from both their official station and their home.
- Employees are in “travel in proximity status” when they are less than 35 miles from either their official station or their home.
- Travel between the employee’s home and official station is considered commuting and is not reimbursable.
- Vouchers for travel reimbursement must be submitted on a monthly basis.

### **Traveler’s responsibility**

- Secure the most economical method of travel in the best interest of the Town (i.e. personal car, rental car).
- Obtain all necessary travel documents (i.e voucher, tax exempt certificate).
- Maintain an accurate record of expenses including departure and return times and mileage.
- Obtain required receipts or documentation.
- Claim reimbursement only for actual allowed expenses within reimbursement rates.
- Ensure all charges are actual, reasonable and necessary.
- Complete and submit travel vouchers on a monthly basis.

### **Official Station**

The official station is the employee’s usual work location or any Town-owned facility. The purpose of an official station is to establish when the employee is in travel status and eligible for reimbursement of travel expenses. Travel between the employee’s home and official station is considered commuting and is not reimbursable. Travel between Town properties (i.e, between the Town Hall and Highway Garage) is not reimbursable. Travel within the Town of Sweden is not reimbursable with the exception of the following positions: assessor, fire marshal and building inspector when on official business.

### **Determining “Travel Status”**

When employees are on assignment at a work location more than 35 miles from both their official station and their home, they are considered in “travel status” and are eligible for reimbursement of travel expenses in accordance with the Office of the State Comptroller and Internal Revenue Service guidelines. Mileage reimbursement rates are set annually by the Town Board. Employees must obtain appropriate approvals prior to traveling.

### **Determining “Travel in Proximity” of Official Station or Home**

When an employee is assigned to work at an alternate work location which is less than 35 miles from either their home or official station, the employee is not considered to be in travel status, but rather is considered to be “traveling in proximity” of their official station. When traveling in proximity of home or official station, an employee using a personal vehicle is entitled to reimbursement of transportation expenses using the “Lesser of Mileage” Rule.

The lesser of:

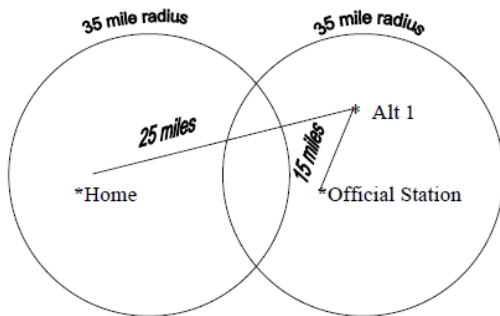
1. Mileage between home & alternate work location; or
2. Mileage between official station & alternate work location

The “lesser of mileage” rule will also apply to the return trip home.

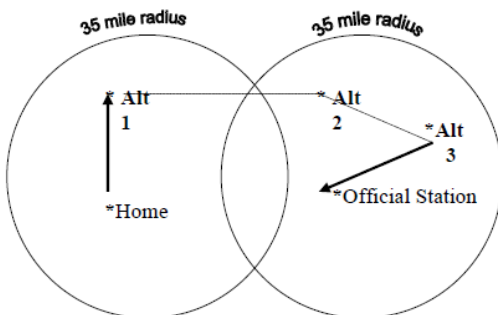
When travel is between an employee’s official station and an alternate work location, or between two or more alternate work locations, transportation expenses will be reimbursed for the actual mileage between such locations, times the Town’s mileage reimbursement rate.

The State Comptroller's Office has provided three examples for the application of the "lesser of mileage rule."

**Example 1:** An employee is traveling to an alternate work location less than 35 miles from his/her home and less than 35 miles from his/her official station. The employee returns home from the alternate work location, without reporting to his/her official station. This employee is **NOT** in travel status. However, at a minimum the employee should be reimbursed following the "lesser of mileage rule." The distance from home to the alternate work location is 25 miles and the distance from the employee's official station to the alternate work location is 15 miles. The employee will receive mileage reimbursement from his/her official station to his/her alternate work location (15 miles). The "lesser of mileage rule" will also apply to the return trip home.

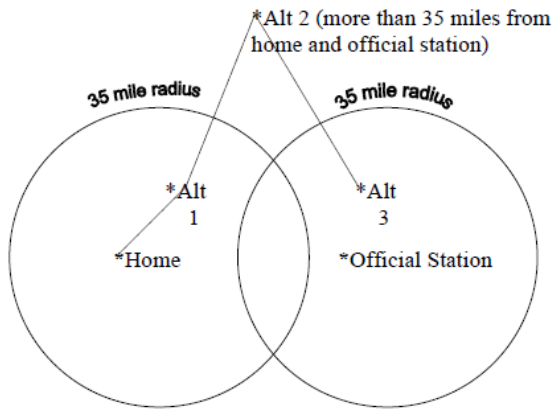


**Example 2:** An employee is traveling to multiple work locations all within 35 miles of his/her home and official station. This employee is **NOT** in travel status. However, at a minimum, the employee should be reimbursed following the "lesser of mileage rule". In addition, the employee should be reimbursed actual mileage between each additional alternate work location (e.g. 1 to 2, 2 to 3). Therefore, in this example, the employee would be entitled to reimbursement for mileage between Home and Alt 1, Alt 1 and Alt 2, Alt 2 and Alt 3, and Alt 3 and Official Station. The employee would not be entitled to reimbursement for mileage between his/her home and his/her official station because this is considered the employees normal commute.



**Example 3:** An employee is traveling to 3 alternate work locations, one of which is more than 35 miles from both the employee's home and official station. The employee returns home from the last alternate work location, without reporting to his/her official station. Since the employee traveled to a location beyond 35 miles from home and official station, the employee is now in travel status and is entitled to actual mileage. Therefore, in this example, the employee would be entitled to reimbursement for actual mileage between Home and Alt 1, Alt 1 and Alt 2, Alt 2 and Alt 3, and Alt 3 and Home.





## Personal Telephone Calls

It is important to keep our telephone lines free for citizen calls. Although the occasional use of the Town's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

Personal cellular telephones must be turned off or set to a silent alert during working hours while on Town premises.

Employees are prohibited from using cellular telephones to text message during working hours while on Town premises.

## Electronic Mail and Monitoring

We recognize your need to be able to communicate efficiently with fellow employees and citizens. Therefore, we have installed an electronic mail (e-mail) system to facilitate the transmittal of business-related information within the Town and with our citizens.

The e-mail system is intended for business use only. The use of the Town's e-mail system to solicit fellow employees or distribute non job-related information to fellow employees is prohibited to the extent allowed by applicable law.

Our Town's policies against sexual and other types of harassment apply fully to the e-mail system. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from the display or transmission of sexually-explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

Employees shall not use unauthorized codes or passwords to gain access to others' files.

All e-mail passwords must be made available to the Town at all times. Please notify your supervisor if you need to change your password.

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

For business purposes, management reserves the right to enter, search and/or monitor the Town's private e-mail system and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the Town's private e-mail system will be disclosed to management. Employees should not assume that communications that they send and receive by the Town's private e-mail system are private or confidential.

## **Internet Usage and Monitoring**

As a growing Town, we recognize the need to stay on the cutting edge of technology. This is one of the reasons we allow employees to have access to the Internet.

The Internet is intended for business use only. Use of the Internet for any non-business purpose, including but not limited to, personal communication or solicitation, purchasing personal goods or services, gambling and downloading files for personal use, is strictly prohibited.

Our Town's policies against sexual and other types of harassment apply fully to Internet usage, including the use of instant messaging programs. Violations of those policies are not permitted and may result in disciplinary action, up to and including discharge. Therefore, employees are also prohibited from displaying, transmitting and/or downloading sexually explicit images, messages, ethnic slurs, racial epithets or anything that could be construed as harassment or disparaging to others.

Consistent with applicable federal and state law, the time you spend on the Internet may be tracked through activity logs for business purposes. All abnormal or inappropriate usage will be investigated thoroughly. For business purposes, management reserves the right to search and/or monitor the Town's Internet usage and the files/transmissions of any employee without advance notice and consistent with applicable state and federal laws. Employees should expect that communications that they send and receive by the Internet will be disclosed to management. Employees should not assume that communications that they send and receive by the Internet are private or confidential.

Employees learning of any misuse of the Internet shall notify a member of management.

Violation of this policy may result in disciplinary action up to and including discharge.

## **Acceptable Use of Electronic Communications**

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using Town communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, data or any other information used in e-mail, instant messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone or similar devices), text messages, pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or

card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "Systems."

Employees may use our Systems to communicate internally with co-workers or externally with citizens, suppliers, vendors, advisors, and other business acquaintances for business purposes.

All Electronic Communications contained in Town Systems are Town records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the Town. The Systems and Electronic Communications are accessible to the Town at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Our Systems and Electronic Communications are not confidential or private. The Town's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Although incidental and occasional personal use of our Systems that does not interfere or conflict with productivity or the Town's business or violate policy is permitted, personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the Town at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want revealed to third parties.

Employees may not use our Systems in a manner that violates our policies including but not limited to non-harassment, sexual harassment, equal employment opportunity, protecting town information solicitation, and distribution of electronic mail and monitoring internet usage and monitoring. Employees may not use our Systems in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Examples of prohibited uses include, but are not limited to, sexually-explicit drawings, messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs, threats, or derogatory comments; or any other message or image that may be in violation of Town policies.

In addition, employees may **not** use our Systems:

- To download, save, send or access any defamatory, discriminatory or obscene material;
- To download, save, send or access any music, audio or video file;
- To download anything from the internet (including shareware or free software) without the advance written permission of the Systems Supervisor;
- To download, save, send or access any site or content that the Town might deem "adult entertainment;"
- To access any "blog" or otherwise post a personal opinion on the intranet;
- To solicit employees or others;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the Town or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Employees must always respect intellectual property rights such as copyrights and trademarks. Employees must not copy, use, or transfer proprietary materials of the Town or others without appropriate authorization.

All Systems passwords and encryption keys must be available and known to the Town. Employees may not install password or encryption programs without the written permission of your supervisor. Employees may not use the passwords and encryption keys belonging to others.

Numerous state and federal laws apply to Electronic Communications. The Town will comply with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Violations of this policy may result in disciplinary action up to and including discharge as well as possible civil liabilities or criminal prosecution. Where appropriate, the Town may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask your supervisor for advance clarification.

## Laptop Security

Each employee provided with a laptop is responsible for the physical security of the laptop. All laptops acquired for or on behalf of the Town are Town property. The Laptop must be locked up and stored in a secure location when it is not in the immediate possession of the authorized user. In addition, the user must return the laptop immediately upon request of the Town. A laptop user must notify your supervisor immediately if the laptop is lost, stolen, misplaced, or damaged. All work created or performed on the laptop is Town property. The laptop is subject to inspection by the Town at any time without further advance notice. The laptop must be used in a manner that complies with all Town policies including the acceptable use of electronic communications non-harassment sexual harassment equal employment opportunity protecting town information solicitation and distribution electronic mail and monitoring internet usage and monitoring.

Violations of this policy may be grounds for disciplinary action up to and including discharge.

## **Dress Policy**

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our citizens' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct citizen contact, you represent the Town with your appearance as well as your actions. The properly-attired individual helps to create a favorable image for the Town, to the public and fellow employees.

## **Personal Hygiene**

Maintaining a professional, business-like appearance is very important to the success of our Town. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

## **Reference Checks**

Our Town will not honor any oral requests for references. All requests must be in writing and on company letterhead. Generally, we will only confirm our employees' dates of employment, salary history and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our Town. If you receive a request for reference information, please forward it to the Finance Director.

## **Protecting Town Information**

Protecting our Town's information is the responsibility of every employee, and we all share a common interest in making sure information is not improperly or accidentally disclosed. Do not discuss the Town's confidential business with anyone who does not work for us.

All telephone calls regarding a current or former employee's position/compensation with our Town must be forwarded to the Finance Director.

The Town's address shall not be used for the receipt of personal mail.

## Document Retention

The Town maintains a formal document retention policy and procedure. The Town Clerk will explain how that policy applies to you and the work that you perform. You must retain all work products in the manner required and for the time period required by our policy. Never destroy or delete any work product until the retention periods specified by the Town's policy have been satisfied. Failure to comply with the Town document retention policy and procedure may result in discipline up to and including discharge.

## Outside Employment

**Policy Statement** - It is the policy of the Town that an employee may engage in outside work as long as such outside work does not interfere with the employee's performance standards, pose an actual or potential conflict of interest, or compromise the interests of the Town.

**Guidelines** - The following guidelines have been established for an employee who engages in outside work.

- An employee will be judged by the same performance standards and will be subject to the Town's scheduling demands, regardless of any existing outside work requirements;
- If the Town determines that an employee's outside work interferes with the performance or the ability to meet the requirements of the Town as they are modified from time to time, the employee may be required to terminate the outside employment if the employee wishes to remain employed by the Town;
- No Town equipment, supplies, or other material may be used by an employee on other than Town work for monetary gain;
- Outside employment that does or may constitute a conflict of interest is prohibited. An employee may not receive any income or material gain from individuals outside of the Town for materials produced or services rendered while performing the employee's Town job;
- A Town employee who engages in outside work must notify the person for whom the work is being performed that such work is being done on the employee's own time and that the employee is not representing the Town while performing such work.

**Notification of Outside Employment** - A Town employee who wishes to engage in outside work should discuss the matter with the Department Head to ensure that the above guidelines are maintained.

## Bulletin Board

Information of interest and importance to you is regularly posted on our bulletin board. We suggest that you look at it regularly. This bulletin board is for administrative use only; employees may not post or remove any information.

## **Lunch Room**

A lunch room is available for your use. Although the Town provides general custodial care, you are expected to clean up after eating. This room should be kept clean for the next person's use.

## **Cellular Telephones**

Employees in certain positions are issued Town cellular telephones so they may maintain contact with citizens and co-workers when they are out of the office on business.

Employees are encouraged to take appropriate safety precautions when using their cellular telephone. The use of handheld cellular telephones while driving is prohibited. Employees are expected to comply with applicable state laws regarding the use of cellular telephones.

The use of cellular telephones is not a work requirement for most employees. Employees who are not issued a Town cellular telephone will not be reimbursed for the use of their personal cellular telephones and are expected to make business calls from the office.

Employees are expected to demonstrate proper care of their cellular telephones. If you lose, break or damage your Town cellular telephone, report it to your Department Head at once. All cellular telephones issued by the Town must be returned upon leaving our Town or upon transferring to a position that does not require a Town cellular telephone.

A violation of this policy may result in disciplinary action.





## **Safety in the Workplace**

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## **Each Employee's Responsibility**

Safety can only be achieved through teamwork at our Town. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your Department Head of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your Department Head immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the Town's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your Department Head.
6. Know the locations, contents and use of first aid and fire fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

## **Workplace Violence**

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to Town property in the event someone, for whatever reason, may be unhappy with a Town decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your Department Head at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the Town's investigation, may result in disciplinary action, up to and including discharge.

## **Workplace Searches**

To protect the property and to ensure the safety of all employees, citizens and the Town, the Town reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the Town's property. In addition, the Town reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the Town, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the Town.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the Town's security procedures or any other Town rules and regulations.

## **Hazard Communication**

Our Town may use some chemicals (e.g., cleaning compounds, inks, etc.) in some of its operations. You should receive training and be familiar with the handling, use, storage and control measures relating to these substances if you will use or likely be exposed to them. Material Safety Data Sheets (MSDS) are available for inspections in your work area. You must follow all labeling requirements.

Please consult with the designated safety coordinator prior to purchasing chemicals for the Town or bringing them on to our premises. For additional information, please refer to our Town's written Hazard Communication Program. If you have any questions, ask your Department Head or the safety coordinator.

## **Smoking in the Workplace**

Our Town is committed to providing a safe and healthy environment for employees and visitors

Smoking is prohibited in all municipal buildings.

Smoking is permitted at the rear exterior of the building a minimum of ten (10) feet from the building.

Smoking shall be prohibited in town vehicles.

Employees are encouraged to present any concerns to their supervisor and may register a complaint with the County enforcement officer.

A copy of this policy shall be posted upon the town bulletin board and in each separate building in which town employees work.

Anyone in violation of this policy may be subject to the penalty prescribed by the State Commissioner of Health.

Supervisor for the Town of Sweden shall be designated as agent to assist in enforcement by notifying any person that they are in violation of this policy.

Violations of this policy may result in disciplinary action, up to and including discharge.

## **No Weapons in the Workplace**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating Town machinery, equipment or vehicles for work-related purposes or while engaged in Town business off premises is forbidden except where expressly authorized by the Town and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to your Department Head immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

## **Clean Air Policy**

Our Town has developed this policy in an effort to decrease severe or extreme ozone pollution in our community. Measures that our Town takes may include, but are not limited to ridesharing, Town provided carpooling programs, flexible work schedules, financial incentives for carpooling and changing existing parking policies. Suggestions or questions on our Town's specific implementation measures should be discussed with your Department Head.

## **Drug and Alcohol Free Workplace**

The Town has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and citizens we serve. The unlawful or improper use of controlled substances or alcohol in the workplace presents a danger to everyone. In addition, as a federal grantee we have a duty to comply with the requirement of the Drug-Free Workplace Act of 1988. For these reasons, we have established as a condition of employment and continued employment with the Town the following drug and alcohol free workplace policy.

The Town has implemented a drug testing program in compliance with local, state and federal laws. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol in

their systems. Employees are also prohibited from consuming alcohol during working hours, including meal and break periods. This does not include the authorized use of alcohol at Town-sponsored functions or activities.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on Town paid time, on Town premises, in Town vehicles or while engaged in Town activities.

In accordance with the Drug-Free Workplace Act of 1988, employees must notify the Finance Director of any criminal drug statute conviction for a violation occurring within the workplace within five days of such conviction.

Your employment or continued employment with the Town is conditioned upon your full compliance with the foregoing drug and alcohol free workplace policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the Town maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug and alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. The Town will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures, consistent with the Town's policies and applicable federal, state or local laws.

The Town further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug and alcohol free workplace policy including, but not limited to, the inspection of Town issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the Town has reasonable suspicion to believe that the employee has violated this drug and alcohol free workplace policy.

This policy represents management guidelines. For more information, please speak to your Department Head.

#### Drug and Alcohol Free Awareness Program

In order to maintain a drug and alcohol free workplace, the Town has established a drug and alcohol free awareness program to educate employees on 1) the danger of drug abuse and alcohol in the workplace; 2) the Town's drug and alcohol free workplace policy; 3) the availability of any drug and alcohol counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse and alcohol violations, and violations of the Town's drug and alcohol free workplace. Such education includes: the distribution of our drug and alcohol free workplace policy at the employment interview and inclusion of the company's drug and alcohol free workplace policy in the Employee Handbook and any other personnel policy publications.

### **Drug and Alcohol Testing Definitions and Procedure**

**Sec. 1 Introduction** - The United States Department of Transportation (DOT) has issued regulations pursuant to the omnibus Transportation Employee Testing Act of 1991 (the "Act") governing the use of drugs and alcohol by persons holding commercial drivers licenses (CDL's). These regulations require the Towns to conduct mandatory drug and alcohol testing of all drivers who operate commercial motor vehicles. The

requirements of the DOT regulations are hereby incorporated into this Policy. If the regulations are amended, this Policy and its applicable terms, conditions and/or requirements shall be deemed to have been amended automatically at that time, without the need for redrafting. The Town reserves the right to apply the amended requirements immediately, and without giving prior notice to drivers and/or applicants unless such notice is required by the applicable law or regulation. This Policy becomes effective on January 1, 1996.

**Sec. 2 Covered Employees** - Covered employees (hereinafter "drivers") include all employees with a CDL who operate or may operate commercial motor vehicles; and any employee who as part of his/her duties regularly drives a town-owned vehicle. Commercial motor vehicles include:

- a) Vehicles with a gross combination rating of 26,001 or more pounds including a towed unit with a gross vehicle weight rating of more than 10,000 pounds;
- b) Vehicles having a gross vehicle weight rating of 26,001 or more pounds;
- c) A vehicle designed to transport 16 or more passengers, including the driver; or
- d) A vehicle of any size that is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Material Transportation Act.

**Sec. 3 Definitions** - For the purposes of this Drug and alcohol Testing Policy, the following definitions apply:

**Alcohol** - Means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Alcohol concentration (or content)** - Means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

**Alcohol use** - Means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol.

**Breath Alcohol Technician (BAT)** - An individual who instructs and assists individuals in the alcohol testing process and operates an Evidentiary Breath Testing Device (EBT).

**Collection Site** - A designated clinic/facility where applicants or employees may present themselves for the purposes of providing a specimen of their urine to be analyzed for the presence of Drugs or providing a sample of their breath to be analyzed for the presence of Alcohol.

**Confirmation Test** - For alcohol testing, means a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration. For controlled substances, testing means a second analytical procedure to identify the presence of a specific drug or metabolite, which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy (gas chromatography/mass spectrophotometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine).

**Cut-Off Levels** - The minimum value established for designating a test result as positive.

**Driver** - Means any person who operates a commercial motor vehicle; and any person who as part of his/her duties regularly drives a town-owned vehicle.. This includes, but is not limited to, full-time, regularly employed drivers; casual, intermittent or occasional driver; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of any employer. For purposes of a pre-employment or pre-duty testing only, the driver includes a person applying to drive a commercial motor vehicle or town-owned vehicle.

**Drugs (Prohibited)** - All controlled substances including, but not limited to, marijuana, cocaine, amphetamines, phencyclidine and/or opiates.

**Fail a Drug Test or Test Positive** - The confirmation test result shows positive evidences of the presence under DOT procedures of a prohibited Drug in the employee's or applicant's system.

**Medical Review Officer (MRO)** - A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with that individual's medical history and any other biomedical information.

**Pass a Drug Test or Test Negative** - That initial testing or confirmation testing under DOT procedures that does not show evidence of the presence of a prohibited Drug in the employee's or applicant's system.

**Refuse to Submit to an Alcohol or Controlled Substance Test** - Means that an employee either:

1. Fails to provide adequate breath for testing without a valid medical explanation after he or she received notice of the requirement for breath testing in accordance with the provisions of this part; or
2. Fails to provide adequate urine for controlled substances testing without a valid medical explanation after receiving notice of the requirement for urine testing in accordance with the provisions of this part; or
3. Engages in conduct that clearly obstructs the testing process.

**Screening (Also known as Initial Test)** - In alcohol testing, it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system. In controlled substances testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

**Substance Abuse Profession (SAP)** - Means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

**Section 4 Safety-Sensitive Function** – Drivers must be in compliance with the requirements of this policy while on duty or while performing safety-sensitive functions. "On duty time" means all time from the time a driver begins to work or is required to be in readiness to work until the time that the driver is relieved from work and all responsibility for performing work. It includes all time spent providing a breath or urine specimen, including travel time to and from the collection site, or order to comply with the required random, reasonable suspicion, or post-accident testing required by the DOT regulations. Safety Sensitive Function will mean and refer to the following:

- a) All time spent at or on town property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the Town;
- b) All time inspecting equipment or otherwise servicing, or conditioning any commercial motor vehicle at any time;
- c) All driving time spent at the driving controls of a commercial motor vehicle in operation;
- d) All time, other than driving time, spent in or upon any commercial motor vehicles;



- e) All time spent loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle;
- f) All time spent performing the driver requirements of 49 CFR § §392.40 and 392.41 relating to accidents; and
- g) All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Section 5 Prohibited Activities** - A driver may not report for duty or remain on duty requiring the performance of a safety-sensitive function while having an alcohol concentration of 0.04 or greater. Drivers may not be on duty or operate a commercial motor vehicle while possessing or using alcohol, including alcohol found in any medication, beverage, mixture or preparation. No driver may use alcohol while on duty or perform safety-sensitive functions within four (4) hours after using alcohol. No driver may report for duty or remain on duty requiring the performance of a safety-sensitive function if that driver has used any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver employee, in writing, that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle. A driver must inform his or her supervisor, in writing, of any therapeutic drug use.

**Section 6 Responsibilities:**

**Drug/Alcohol Program Manager (DAPM)** - Appendix A identifies the responsible individual(s). The DAPM shall be responsible for the preparation of the Drug and Alcohol Testing Policy which complies with requirements of the Department of Transportation regulations as set forth in Title 49 CFR Parts 382 and 40. The DAPM shall be responsible for:

- 1. Providing oversight and evaluation of the Policy;
- 2. Providing guidance and counseling;
- 3. Overseeing the Third Party Administrator;
- 4. Maintaining a secure file system on drug/alcohol testing results;
- 5. Keeping all necessary records.

**Third Party Administrator (TPA)** - It is the intent of the town to contract with a private Health Care System Provider as a Third Party Administrator (See Appendix A).

The TPA will be responsible for:

- 1. Scheduling random drug and alcohol testing;
- 2. Collection of all drug and alcohol samples at a testing site(s) meeting the requirements of the OTETA regulation 40.25;
- 3. Providing all alcohol testing using EBT devices which meet the guidelines and specifications of the National Highway Safety Administration;
- 4. Providing all drug testing including blind testing in compliance with the OTETA requirements;
- 5. Providing the service of a certified MRO as required by the OTETA;
- 6. Keeping all necessary records associated with the services provided.

The town shall ensure that all covered employees are aware of the provisions and coverage of this policy.

**Supervisors** - (Superintendent of Highways, Deputy Superintendent, Superintendent of Sewer/Water) Supervisors are responsible for observing the performance and behavior of Employees, documenting events which might require reasonable cause testing and requesting a second supervisor for substantiation and concurrence for reasonable cause testing if available.

**Covered Employees** - Each covered employee has the responsibility to be knowledgeable of the requirements of the plan and to fully comply with the provisions of the plan. Covered employees must notify

the Finance Director of any criminal drug statute conviction within five (5) days of such conviction. Upon receipt of such notification or other notice for a violation occurring within the workplace, the town will, as required by law, advise the appropriate governmental agency to which it has a contract of such conviction. A covered employee using drugs prescribed by a licensed physician or any other therapeutic drug use is required to notify his/her supervisor when such use may impact the employee's ability to perform his/her duties safely.

**Sec. 7 Required Testing** - Drivers are required to undergo pre-employment, post-accident, random, and reasonable suspicion testing as necessary.

Pre-Employment Testing - Prior to the first time that a driver performs a safety-sensitive function for the town, the driver must undergo testing for alcohol and controlled substances. Pre-employment testing is also required when a person transfers into a safety-sensitive function from some other area of employment within the town.

Post-Accident Testing - This must be performed as soon as possible after an accident involving a commercial motor vehicle, when drivers receive a citation for a moving traffic violation, or when drivers are involved in an accident involving loss of a human life. Post-accident alcohol testing shall be done within two (2) hours of the accident. A driver required to take a post-accident alcohol test may not use alcohol for eight (8) hours after the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first. A post-accident alcohol test will not be performed more than eight (8) hours after an accident. Post-accident controlled substance tests shall be performed within thirty-two (32) hours following the accident or will not be performed at all.

Random Testing - The primary purpose of Random Testing is to determine prohibited drug and alcohol use and to ensure a drug-free and alcohol-free work place. Unannounced random alcohol testing will be performed on twenty-five percent (25%) of the average number of drivers and random controlled substances testing will be performed on fifty percent (50%) of the average number of drivers. The random selection process will insure that each driver has an equal chance of being tested each time selections are made. Random testing for alcohol will be completed just before, during, or immediately after the driver performs safety-sensitive work. Random testing for controlled substances may be done at any time the driver is at work. Each driver selected for random testing must proceed immediately to the test site.

Reasonable Suspicion/Reasonable Cause Testing - Reasonable Suspicion/ Reasonable Cause Testing is designed to identify drug and/or alcohol affected employees who may pose a danger to themselves and others in their job performance. This testing is conducted when a trained supervisor or town official observes specific behavior or appearance that is characteristic of alcohol or controlled substances use. These observations must be made just before, during, or just after the performance of a safety-sensitive function.

### **Sec. 8 Methods of Testing:**

Alcohol Testing - Alcohol testing is performed by a certified Breath Alcohol Technician (BAT) in a location where no one except the BAT and the driver can see or hear the test results. An evidential breath testing device (EBT) approved by the National Highway Traffic Safety Administration will be used. The BAT will require the driver to provide positive identification (such as a photo I.D. card or identification by a town representative) and then explain the testing procedure to the driver. After the driver has completed the test, the BAT must show the driver the test results.

If the screening test indicates a breath alcohol concentration of less than 0.02, the driver has passed the test and must sign the certification and fill in the date on the test form. If the test result is 0.02 or over, a confirmation test must be performed. The BAT will instruct the driver how to proceed. If the screening and confirmation test results are not identical, the confirmation test result is considered the final result. If the confirmation test is 0.02 or over, the driver has failed the test.

Controlled Substances Testing - The town must test drivers for marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP). Testing is accomplished by analyzing a urine sample provided by the driver. The testing is performed in private at designated testing locations. The collected urine specimen is divided into one "primary" specimen and one "split" specimen. Both specimens are then sent to a certified testing laboratory. The primary specimen is tested for drugs. If the test is positive, a confirmation test using gas chromatograph-mass spectrophotometry technique is required to ensure that over-the-counter drugs are not reported as positive.

If there is a confirmed positive test result, the Medical Review Officer (MRO) will contact the driver before any test result is reported to the town. The MRO is a licensed physician with knowledge of substance abuse disorders. The MRO will review the chain of custody and contact the driver to determine whether there may be an alternate medical explanation for any positive test result. If requested, the MRO will authorize a reanalysis of the original sample if requested to do so by the driver within seventy-two (72) hours after the driver received actual notice of a positive test result. If the retest is negative, the MRO will cancel the test result. Any retest will be performed at a different Department of Health and Human Services certified laboratory. This process is used to safeguard the validity of the test results and to ensure that those results are attributed to the correct driver.

**Sec 9 Disclosure Information (Privacy Issues)** - All records generated as a result of testing, both alcohol and/or controlled substances, will be considered and treated as confidential medical records. These records must be kept in a locked file cabinet in the Supervisor's office. Records will be maintained separately from the employee's personnel records and access to these records will be limited and on a strict "need-to-know" basis.

Information regarding testing results or rehabilitation may be released only upon written consent of the affected employee, except:

1. As part of an accident investigation, to the DOT or other government agency with regulatory authority.
2. Information may be disclosed regardless of consent in a lawsuit or other proceeding initiated by or on behalf of the employee and arising from a verified positive controlled substances and/or alcohol test.

An employee is entitled, upon written request, to obtain copies of any records pertaining to their own use of alcohol or drugs including any test records.

Records pertaining to an employee's drugs and/or alcohol use or tests will be made available to a subsequent employer upon receipt of a written request from an employee. (Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the employee's request.)

**Sec. 10 Refusal to Take a Test** - A driver may not refuse to take any drug or alcohol test administered pursuant to this policy. **A refusal to submit to an alcohol and/or drug test will be treated as a positive test.** Refusal to submit to an alcohol or controlled substances test means that the driver:

- a) Failed to provide an adequate breath for testing without a valid medical explanation after the driver has received notice of the requirement for breath testing;
- b) Failed to provide an adequate urine sample for controlled substances testing without a valid medical explanation;
- c) Failed to appear at a designated testing site after being notified to do so;
- d) Engaged in conduct that clearly obstructs the testing process; or

e) Refused to sign necessary release forms.

**Sec. 11 Consequences of a Positive Random and/or for Cause Alcohol Test for Levels Greater than 0.04 and for Cause Drug Tests** – Candidates for positions requiring CDL per this policy (including current employees) will not be hired, transferred, reassigned or promoted if the results of their pre-employment alcohol or drug test are above identified levels of positive.

An employee who tests positive (0.04 or greater) on a random or for cause alcohol or drug test will be immediately terminated.

**Sec. 12 Consequences of Positive, Random, or For Cause Alcohol Tests with Levels of 0.02 or Greater, but Less Than 0.04** – An employee whose positive test result for alcohol is 0.02 or greater, but less than 0.04, cannot be allowed to perform his/her safety sensitive function until the start of the employee's next regularly scheduled shift, as long as it is not less than 24 hours from the time of the positive alcohol test. The employee is not required to be referred to the SAP, and is not subject to return to duty or follow up testing.

An employee who tests positive for alcohol with a concentration of 0.02 or greater, but less than 0.04 will be immediately suspended without pay until the start of the employee's next regularly scheduled shift, as long as it is not less than 24 hours from the time of the positive test.

An employee who tests positive for alcohol with a concentration of 0.02 or greater, but less than 0.04, within 60 months of a previous positive alcohol test will be immediately suspended without pay for five (5) working days.

An employee who tests positive for alcohol with a concentration of 0.02 or greater, but less than 0.04, and has a record of two (2) previous positive alcohol tests within 60 months of the date of the third positive alcohol test will be immediately terminated.

**Sec. 13 The Effect of Alcohol and Controlled Substance Use** – Attached are fact sheets covering alcohol, marijuana, cocaine, amphetamines, opiates, and PCP. These sheets describe each substance, give the signs and symptoms of its use, its health effects, related workplace issues and other information.

Drivers are reminded that certain over-the-counter medications contain warnings that state in effect "Product may cause drowsiness. Do not operate heavy equipment or machinery while taking." It is a violation of DOT regulations to take such medications and drive a commercial motor vehicle.

If you believe that you or someone else may need help, you may contact one of the following agencies listed below whom will be able to refer you to a substance abuse professional.

<b>National Institute of Drug Abuse</b>	<b>1-800-356-9996</b>
<b>Al-Anon</b>	<b>1-800-356-9996</b>
Monday through Friday, 8:00 A.M. to 4:30 P.M. (Answering machine after 4:30 PM) Eastern Time	
<b>American Counsel on Alcoholism</b>	<b>1-800-527-5334</b>
<b>Cocaine Hotline</b>	<b>1-800-COCAINE</b>
7 days a week, 24 hours a day	
<b>National Council of Alcoholism</b>	<b>1-800-NCA-CALL</b>
<b>National Institute on Drug Abuse</b>	<b>1-800-662-HELP</b>
Monday through Friday, 9:00 AM to 3:00 AM	

Saturday and Sunday, 12:00 PM to 3:00 AM

**Questions About Materials** – If you have any questions regarding this Policy or the DOT drug and alcohol testing requirements, please contact Fred Perrine, Highway Superintendent, 637-1090.

**Sec 14 Confirmation of Receipt of Employee Drug Abuse and Alcohol Policies** – I acknowledge that I have received copies of the Town’s Drug and Alcohol Testing Policy. This policy covers the following topics:

- Which employees are subject to the alcohol misuse and controlled substances requirements.
- An examination of what constitutes a safety-sensitive function and what period of the workday the driver is required to be in compliance.
- Specific information concerning driver conduct that is prohibited.
- The circumstances under which a driver will be tested for alcohol and/or controlled substances.
- An explanation of what constitutes a refusal to submit to an alcohol or controlled substances test.
- The consequences for drivers found to have violated the prohibitions of this rule.
- The consequences for drivers found to have an alcohol concentration of 0.02 or greater, but less than 0.04.
- Information concerning the effects of alcohol and controlled substances use on an individual’s health, work, and personal life. Signs and symptoms of an alcohol or controlled substances problem, and available methods of intervening when an alcohol or a controlled substances problem is suspected.
- The identity of the person designated by the Town to answer driver questions about the materials.

I understand this material and agree to abide by all provisions of this policy and procedures as a condition of my employment.

\_\_\_\_\_  
Employee Name (Printed)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent of Highways



## Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the Town of Sweden Employee Handbook and I understand that it contains information about the employment policies and practices of the Town. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the Town retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the Town. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the Town Board of the Town in a signed written contract, the Town reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the Town Board of the Town. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS TOWN IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE TOWN OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE TOWN IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE TOWN BOARD OF THE TOWN.**

I understand that this Employee Handbook refers to current benefit plans maintained by the Town and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Vacation Policy in this Employee Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE  
SIGNATURE \_\_\_\_\_





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SIGNATURE \_\_\_\_\_