

TOWN OF WESTERLY



EMPLOYEE HANDBOOK

As of July 1, 2023

Table of Contents

CHAPTER 1 - INTRODUCTION

1.1	<u>Purpose of Handbook</u>	6
1.2	<u>Amendments to the Handbook</u>	6
1.3	<u>Authority and Supersede Clause</u>	6
1.4	<u>Precedence of Collective Bargaining Agreement</u>	7
1.5	<u>Employee-At-Will</u>	7

CHAPTER 2 – EMPLOYMENT

2.1	<u>Equal Opportunity</u>	8
2.2	<u>American with Disabilities Act (ADA)</u>	9
2.3	<u>Harassment-Free Workplace</u>	10
2.4	<u>Whistleblower Protection</u>	14

CHAPTER 3: CONFLICTS OF INTEREST & CONDUCT

3.1	<u>Conflicts of Interest</u>	17
3.2	<u>Employee Conduct</u>	17

CHAPTER 4 – EMPLOYMENT RELATIONSHIP

4.1	<u>Background Checks</u>	21
4.2	<u>Employee Classifications</u>	21
4.3	<u>Employee Privacy</u>	22
4.4	<u>Employment Eligibility Verification</u>	22

4.5	<u>Employment of Relatives & Personal Relationships</u>	22
4.6	<u>Hours of Work & Workweek</u>	24
4.7	<u>Layoff & Recall</u>	26
4.8	<u>Non-Solicitation</u>	26
4.9	<u>Pay</u>	26
4.10	<u>Personnel Files</u>	28
4.11	<u>Recruitment</u>	29
4.12	<u>Separation from Employment</u>	30

CHAPTER 5 – WORKPLACE GUIDELINES

5.1	<u>Appearance</u>	32
5.2	<u>Attendance, Punctuality, & Dependability</u>	32
5.3	<u>Discipline</u>	33
5.4	<u>Outside Employment</u>	33
5.5	<u>Performance Evaluations & Development</u>	35
5.6	<u>Information Technology Resources</u>	35
5.7	<u>Social Media</u>	38
5.8	<u>Use of Town Vehicles</u>	41
5.9	<u>Use of Town Equipment</u>	43
5.10	<u>Town of Westerly Identification</u>	43
5.11	<u>Town Property</u>	43

CHAPTER 6 – WORKPLACE SAFETY & HEALTH

6.1	<u>Commitment to Safety</u>	45
6.2	<u>Alcohol & Drug-Free Workplace</u>	45
6.3	<u>Bullying & Workplace Violence</u>	48
6.4	<u>Cell Phone Use</u>	48
6.5	<u>Inclement Weather, Emergencies & Pandemics</u>	49
6.6	<u>Smoke-Free Workplace</u>	50

CHAPTER 7 – TIME OFF & EMPLOYEE LEAVE

7.1	<u>Bereavement Leave</u>	51
7.2	<u>Family Medical Leave Act (FMLA) & Rhode Island Parental Family Medical Leave Act (RIPFMLA)</u>	51
7.3	<u>Holidays</u>	57
7.4	<u>Jury Duty</u>	57
7.5	<u>Military Leave of Absence – All Employees</u>	58
7.6	<u>Nursing Mothers in the Workplace</u>	61
7.7	<u>Personal Days</u>	62
7.8	<u>Sick Leave</u>	63
7.9	<u>Vacation</u>	65

CHAPTER 8 - BENEFITS & COMPENSATION

8.1	<u>Compensation Philosophy</u>	67
8.2	<u>Educational Assistance Program Under Section 127</u>	67

8.3	<u>Employee Assistance Program (EAP)</u>	68
8.4	<u>Medical, Dental, and Vision Insurance</u>	69
8.5	<u>Wellness Incentive Program</u>	70
8.6	<u>Health Insurance Portability & Accountability Act</u>	70
8.7	<u>Life Insurance</u>	71
8.8	<u>Disability Insurance</u>	71
8.9	<u>Pension/Retirement Plan</u>	71
8.10	<u>Tuition Reimbursement</u>	71
8.11	<u>Training</u>	74
8.12	<u>Travel Policy</u>	74
8.13	<u>Worker's Compensation</u>	76

CHAPTER 1 - INTRODUCTION

1.1. PURPOSE OF HANDBOOK

The Town Manager of the Town of Westerly, pursuant to the Westerly Code of Ordinances §41- 3 (the Code), is empowered to develop uniform policies governing the administration of personnel in the classified service. The purpose of these rules and policies are to facilitate efficient and economical public services and to establish a fair and equitable system of personnel administration in the Town government in accordance with all applicable Federal and State labor laws, Town ordinances and regulations.

This employee handbook is provided to assist you in understanding the Town's various policies and practices and provide you with guidance. This handbook is not a contract of employment or a warranty or promise of benefits. Neither the policies contained in this employee handbook nor any other written or verbal communications by a manager, officer or representative of the Town are intended to create a contract of employment for a definite term or a warranty or promise of benefits.

1.2. AMENDMENTS TO THE HANDBOOK

The Town Council and Town Manager may abolish, alter, change, make additions to, or otherwise amend the rules and regulations set forth in this handbook. It is the role of Human Resources to interpret the policies herein and to maintain and update this handbook as changes occur concurrent with any applicable state and federal laws and regulation.

Distribution of Handbook

When there are changes in policy the Town will use current communication methodologies to disperse the new policies. With the advent of new technologies, the handbook will be posted online on the Town's website as well as through the Town's human resources information system. Policy updates may appear online or in other electronic formats before they are incorporated into this employee handbook and personnel policy manual in hard copy.

Errors

Any errors or incorrect information contained in this handbook should be reported to Human Resources to be reviewed, and if appropriate, updated/corrected. Errors in this handbook do not constitute guaranteed or implied benefits.

Severability

Should any provision or part of this handbook be declared or rendered illegal or unenforceable by legislative or judicial authority, the balance of the handbook shall remain in full force and effect.

1.3. AUTHORITY AND SUPERSEDE CLAUSE

This handbook supersedes and replaces all prior handbooks, policies, procedures, and practices of the Town.

This handbook is designed to incorporate the personnel regulations as outlined in the Town code. If there is a conflict between this handbook and the Town code, the Town code will supersede this handbook.

1.4. PRECEDENCE OF COLLECTIVE BARGAINING AGREEMENT

Certain employees of the Town are represented for purposes of collective bargaining by a union. Many of the policies and benefits described in this handbook apply to both union and non-union employees. However, these personnel rules and procedures do not supersede the terms of any collective bargaining agreements. Wages, hours and other terms and conditions found in a collective bargaining agreement shall prevail over the benefits in these personnel rules and procedures. In the event that a benefit is listed in these rules, and it exceeds a benefit in a collective bargaining agreement, the terms of the collective bargaining agreement shall prevail and apply to the employees covered under the agreement. If the collective bargaining agreement is silent on the benefit, the benefit under these personnel rules and procedures is not extended to the employees covered under the collective bargaining agreement. This handbook is not intended to and does not confer any benefits, compensation, or rights of any kind to union-represented employees that are greater than or extend beyond those required by the collective bargaining agreement.

1.5. EMPLOYEE-AT-WILL

Employment with the Town is voluntarily entered into, and the employee is free to resign at-will, with or without cause, with or without reason, and with or without notice at any time. Similarly, the Town may terminate the employment relationship at-will, with or without cause, with or without reason, and with or without notice at any time, so long as there is no violation of applicable federal, state law or collective bargaining agreement.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between the Town and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the Town's sole and absolute discretion. No oral or written representation made to the contrary is either authorized or enforceable.

Nothing in the Town of Westerly employee handbook prohibits activity permitted by applicable law, including reporting discriminatory, violent, or other illegal conduct, or for engaging in protected or concerted activity.

CHAPTER 2 – EMPLOYMENT

2.1. EQUAL OPPORTUNITY

The Town is an equal opportunity employer. In accordance with anti-discrimination law, it is the purpose of this policy to effectuate these principles and mandates. The Town prohibits discrimination and harassment of any type and affords equal employment opportunities to employees and applicants without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other characteristic protected by law. The Town of Westerly, its' contractors and subcontractors, will continue to make good faith efforts to comply with all federal and state laws and policies which speak to equal employment opportunity.

Scope

The policy of equal employment opportunity and anti-discrimination applies to all aspects of the relationship between the Town and its employees, including:

- Recruitment.
- Employment.
- Promotion/Demotion.
- Transfer.
- Training.
- Working conditions.
- Wages and salary administration.
- Employee benefits and application of policies.

The policies and principles of equal employment opportunity also apply to the selection and treatment of independent contractors, personnel working on our premises who are employed by temporary agencies and any other persons or firms doing business for or with the Town.

Dissemination and Implementation of Policy

Department Directors, managers, and supervisors are responsible for implementing equal employment practices within each department. Human Resources is responsible for overall compliance and will maintain personnel records in compliance with applicable laws and regulations.

Procedures

The Town administers our EEO policy fairly and consistently by:

- Posting all required notices regarding employee rights under EEO laws in areas highly visible to employees.
- Advertising for job openings with the statement "*We are an equal opportunity employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, national origin, disability status, genetic information, protected veteran status, or any other characteristic protected by law.*"

- Forbidding retaliation against any individual who files a charge of discrimination, opposes a practice believed to be unlawful discrimination, reports harassment, or assists, testifies, or participates in an EEO agency proceeding.
- Requires employees to report to the Department Director, Human Resources and/or Town Manager any apparent discrimination or harassment. The report should be made within forty-eight (48) hours of the incident.

2.2. AMERICAN WITH DISABILITIES ACT (ADA)

To ensure equal employment opportunities to qualified individuals with a disability, the Town will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship would result. Employees or applicants who may require an accommodation to perform the essential functions of their position should contact Human Resources. Once Human Resources has been contacted, the employee or applicant and Human Resources shall engage in an interactive process to discuss what accommodations are available and appropriate. If an accommodation(s) is reasonable and will not impose an undue hardship on the Town, then accommodation(s) will be implemented.

The Town will make all decisions concerning recruitment, placement, selection, training, hiring, advancement, termination or other terms, conditions, or privileges of employment based on job-related qualifications and abilities.

Religious Beliefs or Practices

The Town complies fully with its duty to provide a reasonable accommodation of an employee’s sincerely held religious beliefs, unless the Town believes such an accommodation would create an undue hardship. Accommodation requests may involve requests for a certain work schedule or a particular day off for religious observance, or to dress or attire oneself in a way that varies from any dress code adopted by the Town.

Reasonable Accommodation(s) for Conditions Related to Pregnancy

It is the Town’s intention to provide reasonable accommodations to pregnant workers and pregnant job applicants. Reasonable accommodations or adjustments to the job application process or work environment, or to the manner or circumstances under which the position desired or held is customarily performed, may be granted to help enable an applicant or employee affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth. The Town will provide a requested reasonable accommodation to pregnant workers and pregnant job applicants, unless doing so would cause an undue hardship on the ordinary operation of the Town.

Request for Reasonable Accommodation(s)

Any applicant or employee who seeks reasonable accommodation for a disability, sincerely held religious belief and practice, or pregnancy should report this request to Human Resources, in writing when possible. A request for reasonable accommodation will trigger the interactive process. The interactive process may involve communications between the employee, Town representatives, and either the employee’s medical providers (disability or pregnancy) or clergy (religion) to obtain information regarding limitations, the duration of the limitations, and what accommodations can reasonably be offered.

Approval or Denial of Request for Reasonable Accommodation

Each request for reasonable accommodation must be considered on its own merits in light of the particular job and the specific accommodation requested. When the Town makes accommodations to the needs of a particular employee, the Town does not make any commitment that these special arrangements are permanent or that they will be extended to any other employee. Rather, the Town must retain its flexibility to reorganize work and redefine job requirements in light of its overall mission to serve the citizens of the Town of Westerly.

Request for Medical Information

Employees may be required to sign releases or disclosures that will allow medical providers to communicate with the Town regarding a medical condition for which an employee is seeking reasonable accommodation. The Town will decide whether any accommodation can be reasonably offered after obtaining relevant information from the employee, the supervisor, and medical providers or clergy. Personal information submitted will be kept confidential as required by law.

Safety Standards

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace such that the threat cannot be eliminated by reasonable accommodation will not be hired. Current employees who pose a direct threat to the health or safety of the other individuals in the workplace will be placed on appropriate leave, paid or unpaid depending on the circumstances, until an organizational decision has been made in regard to the employee's immediate employment situation.

Human Resources and the Town Manager are responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

2.3. HARASSMENT-FREE WORKPLACE

The Town of Westerly is committed to maintaining a work environment that is free of discrimination, harassment, and retaliation. In keeping with this commitment, The Town will not tolerate harassment of its employees by anyone, including any supervisor, co-worker, elected or appointed official or any third-party. All employees are expected to avoid any behavior or conduct which could reasonably be interpreted as harassment. All employees are expected to make it known promptly, through the avenues identified below, when they experience or witness offensive or unwelcome conduct.

All employees must comply with the following policy. Violations will not be tolerated.

Discrimination

The Town prohibits discrimination, harassment and retaliation on the basis of an employee's actual or perceived race, color, religion, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation (including gender-related identify), national origin, ancestry, citizenship status (needs to be legally authorized to work in the United States), age (40 and over), unfavorable military discharge, military status, genetic information, arrest record, victims of domestic violence, physical, mental or perceived handicap/disability (as defined in the Americans with Disabilities Act), or any other characteristic protected by law, however, a violation of this policy does not necessarily rise to the level of a violation of the law.

Application of Policy. This policy applies to all employment-related decisions, actions, conduct and terms and conditions of employment, such as, but not limited to, hiring, training, promotion, wages, hours, assignments, benefits, and termination of employment. Employment decisions at the Town will be based on considerations such as, but not limited to, the following: skills, experience, qualifications, and merit, to the extent that any of those considerations would apply to the specific circumstances and position involved.

Harassment

Harassment is a form of discrimination and is prohibited. The Town seeks to provide a work environment in which all individuals are treated with respect and dignity, and which is free from sexual harassment as well as other types of harassment described here.

All employees of the Town are responsible for conducting themselves in accordance with this policy. The Town will not condone harassment, whether engaged in by employees, supervisors, management, officers or Town Council of Westerly or by those who do business with the Town of Westerly, such as, but not limited to, vendors, contractors, guests, visitors and other third parties. Violation of this policy shall be considered grounds for disciplinary action, up to and including termination.

1. Harassment Relating to a Protected Status:

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's actual or perceived protected status, such as sex, sexual orientation, color, race, religion, national origin, age, physical or mental disability or other protected group status. The Town will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. The conduct forbidden by this policy specifically includes, but is not limited to:

- Slurs, negative stereotyping, demeaning or degrading comments, nicknames or intimidating acts that are based on a person's protected status.
- Written or graphic material that is circulated, available on the Towns' computer system or technology resources, or posted or distributed in the workplace that shows hostility toward a person or persons because of their protected status.

2. Sexual Harassment:

Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex. Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature become sexual harassment when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of a person's employment; (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such person; or (3) such conduct has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment.

This policy forbids harassment based on sex, regardless of whether it rises to the level of a legal violation. The Town considers the following conduct to represent some of the types of acts that violate this policy:

- either explicitly or implicitly conditioning or providing preferential treatment in any term of employment (such as continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors.
- physical contact, such as patting, pinching, or brushing against any part of another's body or physical assaults of a sexual nature.
- sexual propositions, sexual innuendo, suggestive comments.
- continuing to ask an employee to socialize on or off-duty when the employee has indicated that she or he is not interested.
- displaying or transmitting demeaning, obscene or sexually suggestive pictures, objects, cartoons, or posters anywhere in the workplace.
- sexually oriented kidding, teasing, practical jokes, or threats.
- referring to or calling a person a sexualized name.
- telling sexual jokes or using sexually vulgar or explicit language.
- making derogatory or provoking remarks about or relating to an employee's sex or sexual orientation.
- harassing acts or behavior directed against a person on the basis of an employee's sex or sexual orientation; or
- off-duty conduct that falls within the above definition and affects the work environment.

Everyone is required to avoid behavior or conduct that could reasonably be interpreted as prohibited harassment under this policy. Employees are encouraged to inform others in the workplace when their behavior is unwelcome, offensive, inappropriate, or in poor taste. Employees are expected to come forward promptly and report any violations pursuant to this policy before the alleged offending behavior becomes severe or pervasive.

Retaliation

The Town will not retaliate or allow retaliation against an individual who has made a good-faith complaint of harassment; or has assisted or cooperated in an investigation of a complaint by someone else, whether internally or with an external agency; or has filed a charge of discrimination or harassment; or has otherwise provided information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws. Examples of the types of retaliation that are prohibited include intimidation; discrimination; verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Anyone who is found by the Town to have engaged in retaliation may be subject to discipline, up to and including termination of employment.

Procedure for Reporting and Investigation of Harassment, Discrimination and Retaliation

1. **Reporting:** All employees are responsible for helping to ensure that we avoid all forms of harassment. Anyone who believes he or she has experienced conduct inconsistent with this policy or otherwise learns of conduct prohibited by this policy is responsible for reporting the conduct.

This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination.

In addition, each supervisor must immediately report to the Department Director, Human Resources, or the Town Manager any complaint or observation of conduct which may violate this policy. Supervisors or managers who have knowledge of any conduct inconsistent with this policy and do not report it to one or more of the above are subject to disciplinary action, up to and including termination.

2. **Report Immediately:** Verbal complaints, as stated, must be made immediately. The Town may follow up in writing in order to assure complete understanding of and resolution of the specific complaint.

3. **No Exception to Reporting:** Please note that there are no exceptions to this reporting requirement. There is no friendship exception. Even if the alleged victim or perpetrator of the conduct is a friend, acquaintance, family member, relative or co-worker, each and every employee is required to report the incident or complaint, as the case may be.

4. **Investigation:** Any conduct inconsistent with this policy will be investigated promptly. The Town is committed to investigating and taking prompt and appropriate action with respect to all such claims and strongly urges internal utilization of this policy. The Town may put reasonable interim measures in place, such as a leave of absence (with or without pay) or a transfer, while the investigation takes place.

5. **Disciplinary Action:** All reports of violations of this policy shall be made in good faith. Therefore, all reports will be taken seriously, and they will be promptly investigated. Employees are required to cooperate with investigations conducted by the Town.

Employees who engage in conduct that is found by the Town to be inconsistent with this policy are subject to disciplinary action, up to and including termination. Failure to cooperate in an investigation also will subject an employee to the same disciplinary action. The Town may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy.

It is critical in establishing a workplace free of harassment that an individual who experiences or witnesses an incident perceived as being harassing has access to a mechanism for reporting such incidents. At the same time, the purposes of this policy are not furthered where a complaint is found to be false and frivolous and made to accomplish some other end than stopping harassment. A complaint that is determined to be false and frivolous can result in a severe level of discipline or discharge. A false or frivolous complaint does not refer to complaints made in good faith that cannot be proven.

6. **Confidentiality:** To the fullest extent practical, the Town will keep complaints and the terms of their resolution confidential. However, in order to effectively investigate such complaints, the Town must inquire of employees involved. The Town also has sole discretion to determine the scope of the investigation and, within that scope, the individuals who should be informed of and asked about the allegations.

2.4. WHISTLEBLOWER PROTECTION

The Town of Westerly is committed to the enunciated policies of the State (Rhode Island General Laws Chapter 28-50) and Federal Whistleblower Protection Acts. Whistleblower protection provides protection to employees against retaliation or other wrongful or adverse employment actions for reporting illegal or unethical acts of employers. An employer may not retaliate in any way, such as discharging, demoting, suspending, or harassing the whistleblower.

Definitions

A whistleblower as defined by this policy is an employee of the Town who reports an activity, he/she considers to be illegal or unethical, to one or more of the parties specified in this policy.

- a. *“Illegal or unethical activities”* include but is not limited to violation of federal, state, local laws, and fraudulent financial reporting.
- b. *“whistleblower”* is defined by this policy as an employee who reports, to one or more of the parties specified in this policy, an activity that he/she considers to be illegal, dishonest, unethical, or otherwise improper.
- c. *“employee”* means any person employed by the town, and shall include, but not be limited to, contract employees, independent contractors and members of Town boards and commissions whether compensated or uncompensated.
- d. *“Matter of public concern”* means:
 - a. a violation of a state, federal, or municipal law, regulation, or ordinance.
 - b. a danger to the public health or safety; and/or
 - c. gross mismanagement, unethical conduct, substantial waste of funds, or a clear abuse of authority.
- e. *“Public body”* includes an officer or agency of
 - a. The federal government;
 - b. The state;
 - c. A political subdivision of the state including a municipality or a school district;
 - d. The Town

Non-Retaliation

The Town will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or undesirable work assignments and threats of physical or emotional harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resources Department immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Whistleblower Protection

Whistleblower protections are provided in two important areas: confidentiality and retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense.

Individuals protected include:

- a. the employee, or a person acting on behalf of the employee, who reports to a public body or is about to report to a public body a matter of public concern; or
- b. the employee who participates in a court action, an investigation, a hearing, or an inquiry held by a public body on a matter of public concern.

The Town or any of its employees may not discharge, threaten, or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment. Any employee of the Town who retaliates against a whistleblower will be subject to discipline, up to and including termination of employment.

The provisions of this policy do not:

- a. require the Town to compensate an employee for participation in a court action or in an investigation, hearing, or inquiry by a public body;
- b. prohibit the Town from compensating an employee for participation in a court action or in an investigation, hearing, inquiry by a public body;
- c. authorize the disclosure of information that is legally required to be kept confidential; or
- d. diminish or impair the rights of an employee under a collective bargaining agreement.

A whistleblower is not entitled to the protections under this policy unless he or she reasonably believes that the information reported is, or is about to become, a matter of public concern; and reports the information in good faith.

A whistleblower is entitled to the protections under this policy only if the matter of public concern is not the result of conduct by the individual seeking protection, unless it is the result of conduct by the person that was required by his or her employer.

Reporting

If an employee has knowledge or a concern of illegal, unethical, or fraudulent activity, the employee is to contact Human Resources. Any concerns involving Human Resources, the employee should report the activity to the Town Manager or Police Chief. Any concerns involving the Town Manager or Police Chief may be reported to a Town Councilor. Any Town Councilor that is contacted by an employee regarding a Whistleblower complaint regarding the Town Manager or Police Chief shall within forty-eight (48) hours report this to the Town Council President.

The employee must exercise sound judgment to avoid baseless allegations. The investigation will be conducted by Human Resources and/or designees following the Town Workplace Investigation procedures. A written statement signed by the Whistleblower will be required during the initial investigation process. If the concerns are involving Human Resources, the Town Solicitor will conduct the investigation. The whistleblower is not responsible for the investigation of the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

CHAPTER 3: CONFLICTS OF INTEREST & CONDUCT

3.1. CONFLICTS OF INTEREST

An employee shall not engage in any activities which create a conflict of interest between the employee's assigned functions and any other interest or obligation. Questions or requests for further information should be directed to Human Resources.

Gifts

An employee shall comply with the provisions of State and Federal law and Town policy governing the acceptance of gifts and gratuities. In addition, Town officials and employees must avoid the appearance of favoritism in all their dealings on behalf of the Town of Westerly. All Town officials and employees are expected to act with integrity and good judgment and to recognize that the acceptance of personal gifts from those doing business or seeking to do business with the Town, even when lawful, may give rise to legitimate concerns about favoritism depending on the circumstances. If a Town employee has any question regarding the propriety of a gift, disclosure of the gift or proposed gift should be made to Human Resources for a determination of the proper course of action.

Financial Conflict of Interest

An employee may not make or participate in the making of a decision if there exists a financial conflict of interest.

Employee-Vendor Relationships

It is the policy of the Town to separate the employee's Town and private interests and to safeguard the Town and employees from charges of favoritism in acquisition of goods and services. Goods or services shall not be purchased from an employee or near relative of the employee unless there is a specific determination that the goods or services are not available otherwise. Town credit, purchasing power, and facilities shall be used for the purchase of goods and services that relate directly to Town business and shall not be used to purchase material for individual or non-Town activities.

3.2. EMPLOYEE CONDUCT

The maintenance of extremely high standards of honesty, integrity, performance, and conduct is essential to the proper performance of our business, the satisfaction of our residents and the maintenance of our residents' trust. The Town expects its employees to have careful regard for our standards and avoid even the appearance of dishonesty or misconduct. Our employees are expected to conduct themselves at all times in a professional and courteous manner, to exercise good judgment in the discharge of their responsibilities, and to conduct themselves in a manner that can be supported by management.

Disciplinary Action

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The following are examples of conduct that may result in disciplinary action. Disciplinary action may include any or all of the following: performance counseling, written documentation placed in the employee's personnel file, suspension, and such other action as the Town deems appropriate, or

termination of employment. **An employee may be discharged without having been previously counseled or warned unless otherwise stipulated in a collective bargaining agreement.**

The following is illustrative in nature; It is a **PARTIAL** list and is not all inclusive of conduct or behaviors which may result in disciplinary action, up to and including termination:

1. Theft, misappropriation, destruction, misuse, or unauthorized use of Town colleagues', or residents' property.
2. Engaging in theft, fraud, embezzlement, or other acts of dishonesty, unethical or illegal conduct.
3. Harassing, threatening, intimidating, or coercing an employee, citizen, or visitor for any reason, including sexual harassment.
4. Unlawfully verbally, physically, or visually harassing, discriminating against or retaliating (based upon the target employee's protected EEO activity) against another employee or customer.
5. Violation of any Town policy or standards of conduct.
6. Supplying false or misleading information on employment application, time records, or other Town records or documents or resident records or documents or falsifying any benefit data or accepting unauthorized benefit moneys.
7. Being convicted of a crime; pleading guilty or no contest/nolo contendere to a criminal charge; receiving probation before judgment in a criminal matter; or being found criminally responsible in connection with criminal charges brought against an employee.
8. Excessive unexcused absenteeism or excessive unexcused tardiness.
9. Reporting to work unfit or impaired, or the possession, use, or being under the influence of drugs or alcohol on Town property or while on Town business.
10. Use or threat of any weapon on Town premises or while on Town business, or unauthorized possession of any weapon on Town property or while on Town business (unless required by the job).
11. Actions in violation of Town safety rules and regulations or OSHA standards, including without limitation entering underground structures, excavations, or unsafe work environments.
12. Committing any act which threatens or is potentially threatening to, or which embarrasses or is potentially embarrassing to, the reputation of the Town or any of its employees or customers.
13. Actions unbecoming of a member of management or official with the Town.
14. Carrying explosives or unauthorized weapons or committing criminal acts on Town premises or while working.
15. Disorderly conduct which may endanger the well-being of any employee or citizen on Town premises or while working.
16. Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees.
17. Insubordination or refusal to comply with instructions or failure to perform reasonable duties which are assigned.
18. Unauthorized use of Town material, time, equipment, or property or removing documents, materials, supplies, or equipment from the premises of the Town without appropriate authorization.
19. The employee does not perform his/her job duties to the satisfaction of the Town.

Demotion

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town Manager may demote an employee whose ability to perform his required duties falls below standard, or for disciplinary purposes. Upon request of the Department Director and approval of the Town Manager, demotion may be made to a vacant position. Written notice of the demotion shall be given to the employee prior to the effective date of the demotion. A salary decrease shall be made based on the new job responsibilities. If it becomes necessary for another employee to assume added job duties, they shall be compensated accordingly.

Workplace Investigations

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town is committed to ensuring that all internal investigations are conducted in a fair and impartial manner and in compliance with all applicable state and federal laws.

Process

Human Resources and/or designee will promptly initiate an appropriate investigation upon receiving a written or verbal statement of misconduct or harassment and will conclude the investigation in a timely fashion. Human Resources will make a reasonable effort to ensure that the entire investigation process and those involved will remain confidential. The complainant or whistleblower and all witnesses will be informed that if the investigation leads to legal action, there is a potential that information provided during the investigation process may be disclosed.

Primary Responsibility of Investigations

Human Resources and/or designees shall have primary responsibility of conducting all workplace internal investigations. In certain situations, the Town Solicitor and/or the Westerly Police Department may assume responsibility for gathering information for an investigation.

Investigation Steps

The following steps shall normally be undertaken for a workplace conduct investigation:

1. An internal investigation will commence upon the receipt of verbal or written complaint.
2. The complainant or whistleblower will be interviewed confidentially; a written statement shall be signed by the complainant or whistleblower.
3. All witnesses will be interviewed confidentially using the witness questionnaire and a written statement must be signed by each witness.
4. The accused employee will be questioned based upon written statements of the complainant or whistleblower and witnesses.
5. The accused employee may present additional witnesses to be interviewed during the investigation process.

6. If there is a potential risk to employees, visitors or property determined during the investigation process, all appropriate measures to protect employees, visitors and property shall be taken.
7. Upon completion of investigation, Human Resources and/or designee will provide a confidential Investigation Summary Report to the Town Manager and the Town Solicitor.
8. The complainant or whistleblower will be informed of the results of the investigation.

Maintenance of Records

All investigative records will be maintained in a separate confidential file in the Human Resources Department and, unless advised otherwise by the Town Solicitor, will retain the investigative records as required by state and/or federal law.

Consumer Reports

Any information obtained and reported by third parties employed or engaged by the Town concerning an employee's credit, character, general reputation, personal characteristics, or mode of living will be considered to be a "consumer report" under the Fair Credit Reporting Act. Accordingly, the Town will provide such notice to the employee that such reports have been received. The employee may request and obtain a copy of the consumer report.

Disclosure to Third Parties

No employee or agent of the Town may make any disclosure to third parties regarding the particulars of any internal investigation without prior approval from the Town Solicitor.

CHAPTER 4 – EMPLOYMENT RELATIONSHIP

4.1. BACKGROUND CHECKS

The Town believes that hiring qualified individuals to position contributes to the Town's overall strategic success. Background checks serve as an important part of the selection process.

Human Resources and/or designee conducts background checks on all job candidates post-offer (contingency offer). Human Resources may use a third-party administrator to conduct background checks. The type of information that can be collected by this agency includes, but is not limited to, a criminal background check, education, employment history, credit, and professional and personal references. This process is conducted to verify the accuracy of the information provided by the candidate and determine his/her suitability for employment.

The Town will ensure that all background checks are held in compliance with applicable federal and state statutes, such as the Fair Credit Reporting Act (FCRA).

All criminal background screens are conducted post-offer (contingency offer). However, as part of Title VII of the Civil Rights Act, this information cannot be used as a basis for denying employment, unless it is determined to be job-related.

The Town reserves the right to make the sole determination concerning information or any employment decision arising out of the background check.

4.2. EMPLOYEE CLASSIFICATIONS

In order to determine eligibility for benefits, overtime status and to ensure compliance with federal and state laws and regulations, Human Resources classifies its employees as shown below, Human Resources may review or change employee classifications at any time.

Non-exempt employees are those employees who are covered by the Fair Labor Standards Act and are eligible for overtime.

Exempt employees are those employees who are not covered by the Fair Labor Standards Act and are considered exempt from overtime regulations.

Full-time employees are those employees who work a regular schedule of forty (40) hours each week. Full-time non-union, non-seasonal employees are eligible for all benefits as described in this handbook.

Part-time employees are those employees who work less than forty (40) hours per week. Non-seasonal employees who work between thirty (30) and forty (40) hours a week are eligible for health insurance at the rates established for part-time employees.

Non-Union employees are those employees who are not represented by a labor union.

Union employees are those employees who are represented by a labor union.

Temporary/Seasonal employees are those employees who are in a temporary or seasonal position, typically not lasting longer than six (6) months in duration. Seasonal and temporary employees under the age of eighteen (18) may be required to provide working papers from their school.

4.3. EMPLOYEE PRIVACY

It is the Towns' goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. When issues of safety and security arise, an employee may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard the and its employees: searches of personal belongings, searches of work areas, medical examinations, and the like. Failure to cooperate with an investigation is grounds for termination. Providing false information during any investigation may lead to discipline, including termination.

Employees are expected to make use of Town facilities only for the business purposes of the Town. Accordingly, materials that appear on Town hardware or networks are presumed to be for business purposes, and all such materials are subject to review by the Town at any time without notice to the employees. Employees should not have any expectation of privacy with respect to any material on Town property. The Town regularly monitors its communications systems and networks as allowed by law. Monitored activity may include voice, e-mail, and text communications, as well as Internet search and browsing history. Employees who make excessive use of the communications system for personal matters are subject to discipline. Employees are expected to keep personal communication to a minimum and to emergency situations.

4.4. EMPLOYMENT ELIGIBILITY VERIFICATION

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three (3) days of hire. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Town within the past three (3) years, or if their previous I-9 is no longer retained or valid.

Inaccurate Pre-employment Information

Providing false, incomplete, or misleading information on the employment application or other materials submitted in connection with an application or in response to any part of the recruitment process, no matter when discovered, may result in a non-hire decision, rescission of an offer of employment, or termination of an employee.

4.5. EMPLOYMENT OF RELATIVES & PERSONAL RELATIONSHIPS

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Employment of Relatives

Relatives and domestic partners may be hired by the Town if the:

1. persons concerned will not work in a direct supervisory relationship, and
2. employment will not pose difficulties for supervision, security, safety, or morale.

For the purposes of this policy, "relatives" are defined as spouses, children, siblings, parents, or

grandparents. A “domestic partnership” is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the Town provided they don’t work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the Town will attempt to reassign one of the employees to another position for which the employee is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the Town.

Personal Relationship between Supervisor & Subordinate

The Town strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business and enhancing productivity. Although this policy does not prevent the development of friendships or personal relationships between co-workers, it does establish restrictions for direct supervisor/subordinate relationships.

A supervisor who has authority over an employee’s terms and conditions of employment may not have a personal relationship with a subordinate because of the supervisor’s ability to affect the terms and conditions of employment of that individual. A “personal relationship” is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

If a Relationship Occurs

If a relationship occurs or a potential risk is identified, it will be reported to Human Resources who will work with the parties involved to consider options for resolving the problem. The initial solution may be to ensure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer to other positions or departments.

If one or both parties refuse to accept a reasonable solution or an offer of alternative position, if available, such refusal will be deemed a voluntary resignation.

Failure to Cooperate

Failure to cooperate with the Town to resolve a conflict or problem caused by a personal relationship between a supervisor and a subordinate may be deemed insubordination and cause for immediate termination. The Towns’ disciplinary policy will be followed to ensure fairness and consistency before any such extreme measures are undertaken.

The provisions of this policy apply regardless of the sexual orientation of the parties involved.

4.6. HOURS OF WORK & WORKWEEK

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures and if silent, to their Department Director.

Town offices will be open to the public 8:30 a.m. to 4:30 p.m., Monday through Friday, holidays excepted. A normal workweek for non-union, non-seasonal, full-time employees will be Monday-Friday, 8:00 a.m. to 4:30 p.m. (forty (40) hours) with a half hour unpaid lunch. Any employee with a non-standard work schedule that deviates from the regular schedule must be approved, in advance, by Human Resources and the Town Manager.

Executime

Executime, an electronic payroll system, is used by employees, where applicable, to request time off, to clock in and out, and the use of the benefits calendar and benefits summary. All employees, except Exempt employees, are required to clock in and out on Executime. Exempt employees must use Executime to request time off. All employees will be given the option of how they would like to clock in/clock out each day, e.g., fingerprint, Fob, desktop, etc.)

The Town reserves the right to assign duties and hours according to the need of the workforce.

Meals & Breaks

Union Employees

Union employees shall receive meals and breaks as outlined in their collective bargaining agreement and/or Police Policies & Procedures.

Non-Seasonal, non-union employees are entitled to either a half-hour or one (1) hour unpaid lunch. If an employee takes a one (1) hour unpaid lunch, then the employee will arrive at 7:30 am or leave at 5:00 pm with the approval of his/her supervisor. Meal breaks will also be scheduled by the department supervisor or manager. Lunch breaks will continue to be auto deducted for thirty (30) minutes, however, if an hour lunch break is used, it will need to be entered by the supervisor.

Telecommuting

Telecommuting allows employees to work from home with pre-approval from the Department Head and final approval from the Town Manager.

Telecommuting is not intended to replace PTO typically used for doctor visits, home deliveries or other personal commitments. Telecommuting is not designed to be a replacement for appropriate childcare. The focus of the arrangement must remain on job performance and meeting business demands.

Eligibility

Telecommuting may be appropriate for some employees and jobs but not for others.

Telecommuting does not apply to Union employees. Telecommuting is not an entitlement, it is not a Westerly wide benefit, and it in no way changes the terms and conditions of employment with Westerly. Approval will be on a case-by-case basis and may be revoked at any time.

Telecommuting can only be considered for those employees who can complete their work from home.

Telecommuting Agreement

A telecommuting agreement will be prepared and signed by the employee, Department Head, Human Resources and the Town Manager.

Work at Home Environment

The employee will establish an appropriate work environment within his or her home for work purposes. Westerly will not be responsible for any costs associated with the setup of the employee's home office, such as internet service, office supplies, docking stations, monitors, printers, remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Westerly will determine the equipment needs for each employee on a case-by-case basis. Equipment supplied by Westerly is to be used for business purposes only.

Security of Equipment

The employee agrees that Westerly equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make any changes to security or administrative settings on Westerly equipment. The employee understands that all tools and resources provided by Westerly shall remain the property of Westerly at all times. Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of customer information accessible from their home office.

Expectations of Employee

In addition to the above the employee agrees to the following terms while telecommuting:

- The employee will remain accessible and productive during scheduled work hours. Specifically, during the hours as established in Westerly's Employee handbook.
- Employees will record all hours worked in accordance with regular timekeeping practices.
- Employees will obtain supervisor approval prior to working unscheduled overtime hours.
- The employee will report to the employer's work location as necessary upon directive from his or her supervisor.
- The employee will communicate regularly with his/her supervisor, co-workers, and others he/she works with.
- Responsiveness is expected and should be timely as though working from the office.
- The employee will comply with all Westerly rules, policies, practices and instructions that would apply if the employee were working at the employer's work location.
- The employee will maintain satisfactory performance standards.
- The employee will make arrangements for regular dependent care and understands that telecommuting is not a substitute for dependent care.
- The employee will maintain a safe and secure work environment at all times.
- The employee will report IT/equipment issues to his or her supervisor as soon as practical.
- The employee must have access to adequate internet connection to support telecommuting and perform essential job duties. The bandwidth should not significantly impact the employee's ability to connect to or perform essential job functions on Westerly's network. Furthermore, the video/audio quality during virtual meetings should not negatively impact the meeting progress.
- Westerly work rules and other policies continue to apply to offsite work locations.

4.7. LAYOFF & RECALL

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town Manager or his designee may lay off any employee, or group of employees, without prejudice due to the shortage of funds and/or work; a bona fide abolishment of, or change in, the duties of a position; or the re-organization of a department which eliminates the need for a position. A full-time and/or part-time employee will not be separated by layoff while there are temporary or seasonal employees serving in the same, equal, or lower-level equivalent position for which the full-time/part-time employee is qualified and available for re-assignment.

Criteria for Layoffs

When the Town must lay off employees, Department Directors generally will, insofar as the Town deems appropriate, consider a number of factors. An evaluation of each employee will be made, and decisions will be made based on the following criteria:

- An employee's qualifications, skills, and abilities to perform relevant job duties.
- Promotion potential and transferability of skills to other positions within the unit.
- Demonstrated current and past performance.
- The needs of the Town and specific projects.
- Seniority in cases where skills, abilities, qualifications, and performance factors are substantially equal.

Eligible for Recall

An employee on layoff status is eligible for recall to their former position, or a position of like status, if one becomes available. The employee must notify the Department Director of his/her intention to return to work within seven (7) calendar days after receiving Notice of Recall. Should an employee not return to work when recalled, the Town shall have no further obligation to recall him. The Town will try, in so far as it deems possible and appropriate, to give preference to employees laid off due to a reduction in force in filling positions which subsequently open and for which the employee is qualified.

4.8. NON-SOLICITATION

To ensure a productive and professional work environment, solicitation by an employee of another employee is prohibited while either person is on working time. Employee distribution of literature, handbills or other printed materials in work areas is prohibited at all times.

Solicitation or distribution of literature by non-employees on Town premises is prohibited at all times.

4.9. PAY

Employee Pay & Direct Deposit

Two (2) work weeks constitute a pay period. Employees will be paid biweekly on Friday following the conclusion of a payroll period. When a regularly scheduled payday falls on a holiday, direct deposit and checks will be issued on the previous workday. An employee's paycheck may not be given to anyone else other than the employee without written consent. Pay will include earnings for all work performed through the end of the previous payroll period. The Town is required to make certain deductions such as Federal Income Tax, Federal Social

Security, Medicare Tax and State Income Tax. The payroll schedule can be found on the Town's HR website.

Changes in W-4, Direct Deposit & Deductions

Employees may contact Human Resources to complete the proper forms to update W-4 information, set up direct deposit, or change any voluntary deductions to their pay. To ensure that the W-2 is accurate and received on time, please report any name or address changes within thirty (30) days of the change.

Payroll Deductions

It is the policy of the Town not to take improper pay deductions from the salary of an exempt employee that would be in violation of the Fair Labor Standards Act (FLSA) as amended, its regulations, or relevant state law or local ordinance. In accordance with state and federal law, automatic payroll deductions will be made for federal and state income tax purposes, health insurance deductions, pension contributions, approved unions dues or make good provisions of collective bargaining agreements, social security tax, and any other item ordered by a court or applicable law. Voluntary deductions may be made for approved elective programs.

Payroll Errors

It is an employee's responsibility to review his paycheck to ensure that pay is calculated correctly. If an error is noted, the employee should contact his/her immediate supervisor, who will contact Human Resources and/or Payroll for necessary corrections.

Reporting Time

All employees, except Exempt employees, are required to provide an accurate daily record of work time. The Town uses Executime though there may be times when a physical timesheet may have to be used.

Exempt Employees

Executime will be used when any time off is requested and/or used.

Non-Exempt Employees

Non-exempt employees must accurately enter time on a daily basis; the time they begin and end their work, as well as the beginning and ending time for each meal period. The beginning and ending time of any partial day worked or a departure from work early, for personal reasons, should also be entered. All benefit time should be entered daily or as soon as practicable but not less than weekly. In addition, the employee should enter all pre-approved, overtime hours worked.

Out of Class

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

When an employee is assigned the majority of essential duties of a position which is higher in both responsibility and compensation than the employee's regular position, such employee will normally be compensated up to an additional five percent (5%) of the employee's regular salary. Exceptions to this policy may be made by the Town Manager.

Eligibility

Typically, to be eligible for out of class assignments, employees must be performing the higher-level functions for a period of more than thirty (30) days and be assigned those duties by their Department Director. Out of Class assignments must be recommended by Human Resources and the Town Manager.

Temporary Appointment

When an employee is officially temporarily appointed to a higher-level position, either through Council action or by a formal letter from the Town Manager, the employee shall receive the same rate of pay as the previous incumbent of the position.

Overtime

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

When required, due to the needs of the Town, non-exempt employees may be asked to work overtime. Overtime is actual hours worked in excess of forty (40) hours in a single workweek and paid at time and a half. All overtime hours must be approved in advance by a supervisor or manager.

1. Non-Exempt Employees

Non-exempt employees are entitled to overtime for those hours worked over forty (40) hours per work week. These employees will be paid overtime compensation at the rate of one and one half (1 ½) of their regular rate of pay.

2. Exempt Employees

In accordance with the Federal Fair Labor Standards Act (FLSA), Exempt employees are not entitled to compensatory time or overtime. Flexing of hours, when additional time is worked beyond the forty (40) hours in a workweek, may be allowed, at the approval of the supervisor. Exempt employees are expected to work at least forty (40) hours per week, or as many hours of work as it takes, to perform the job well. Any abuse of the flex hours, due to additional hours worked, may be subject to discipline up to and including termination.

4.10. PERSONNEL FILES

Personnel files are the property of the Town, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Town who have a legitimate reason to review information in a file are allowed to do so.

Employee Review

An employee who wishes to see his or her personnel file should schedule an appointment, with at least two (2) business days' notice, with Human Resources. Employees are advised that under state law, the Town may lawfully prohibit access to records of an employee relating to the investigation of a possible criminal offense or records prepared for use in any civil, criminal or grievance proceedings, any letter of reference, recommendations, managerial records that are kept or used only by the employer, confidential reports from previous employers, and managerial planning records.

The employee is not to remove his or her personnel file from the immediate place of inspection. The Town reserves the right to charge employees a fee reasonably related to the cost of supplying copies of requested documents. The Town reserves the right to limit an inspection of any employee's personnel file or records of no more than three (3) occasions in any calendar year.

Employee Medical Records

The Town is required by law to keep all employee medical records confidential, unless the employee signs a release form specifically allowing their disclosure. The Town recognizes the necessity of protecting the security of such information. Any person who violates this confidentiality of medical records law may be liable for actual and punitive damages.

Notification of Changes to Personal Information

It is advantageous for employees to see that all personnel records are accurate and up to date. Employees are responsible for and must advise Human Resources within thirty (30) calendar days of any changes to any personal information (i.e., change of address, name change, contact information, etc.). If this is not done, employee's health insurance benefits may be affected.

4.11. RECRUITMENT

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town follows recruitment procedures that will attract, hire, and retain the most qualified applicants for job vacancies. Recruitment for a vacancy will be spearheaded by Human Resources.

Job Postings

The Town will post all full-time, part-time, and temporary vacancies. Other external advertising of vacancies may also take place and will be handled on a case-by-case basis at the discretion of Human Resources in order to recruit the most qualified candidates.

Process

The recruitment process includes but is not limited to a review of the application materials, one or more interviews by phone and/or in person, verification of information obtained by from the application or interview, checking of references, criminal background check, credit check, testing and/or any other means required to adequately evaluate an applicant's ability to perform necessary and essential functions of a particular position.

Job Descriptions

Minimum requirements are listed on the job descriptions which are posted on the Town's HR website. Minimum requirements are set by Human Resources and the hiring supervisor, and are based on all applicable laws, including the Town Charter. Job descriptions as well as minimum requirements are to be reviewed periodically and updated when necessary. Job descriptions should include physical requirements as well as working conditions and environment.

Current Employees Preference - Town employees who are applying for non-union positions may be given preference in hiring at the discretion of the Town Manager or designee.

Veterans Preference - In the case of an examination for original appointment into a full-time position in the Town service, all persons honorably discharged from military service who have met the minimum requirements of a posted position may have additional points added to their score and may be given preference in hiring.

4.12. SEPARATION FROM EMPLOYMENT

Both the Town and the employee has the right to sever an employment relationship. The default status of Town employees is an employment at-will relationship, unless otherwise outlined in a collective bargaining agreement.

Notice

Any employee wishing to resign from Town service in good standing shall provide their supervisor and Human Resources, a written resignation stating the reason or reasons for leaving and give at least ten (10) working days' notice prior to the effective date of resignation. Notice is understood to mean that the resigning employee will be available at work during this time. Paid leave may not be utilized during the last two (2) weeks of an employee's employment unless prior approval has been obtained by the Town Manager. Unscheduled sick leave will require a doctor's note if used during a notice period. The employee shall be in active, scheduled working status on the final date of employment unless otherwise authorized by the Town Manager. Resignations, once submitted and accepted, are binding on the employee and the Town cannot be changed except by mutual agreement.

Exit Interview

The Exit Interview is a valuable tool for feedback about an employee's work experiences with the Town. The information obtained during the Exit Interview may be useful to the Human Resources as well as individual department/division managers and supervisors in order to discern whether the Town is competitive in its hiring practices, and if legitimate problems exist in operations and/or employee relations as well as identify any trends within a particular department or division that may require review. It is the policy of the Town that all non-seasonal, full-and part-time employees, who are resigning from the Town, participate in an exit interview.

This exit interview will be conducted during the employee's last week of work.

Indebtedness

Departing employees are expected to reimburse the Town for any moneys, debts, or obligations owed to the Town, and/or to return any Town-owned property that may have been assigned to them, including but not limited to: advances for expenses, restitution, keys, uniforms, identification cards, and other materials and equipment. The Town may enforce this by written agreement or other lawful means.

Return of Town Property

Prior to the last day of employment, the employee shall return or otherwise surrender possession of all Town technology resources (including cell phones, computers, software programs, computer peripherals, electronically stored data, data storage devices, keys, and written passwords) and any other data, records or other electronic or physical property of the Town in his or her possession, custody or control. Upon separation of employment, the Town will terminate user access to Town technology resources.

Payment of Benefits & Time

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Employees will receive pay for work performed through the last hour worked and for unused and accrued benefits as stipulated by policy, the collective bargaining agreement, if applicable, and laws governing such payments. The final paycheck will be reduced by any authorized or required legal deductions, pension contributions, union dues, and any other amounts specifically agreed upon orally or in writing by the employee and the Town. The Supervisor shall be responsible for cancelling any professional association memberships, and scheduled training and for the collection of all Town owned property from employees separated for any reason.

Employees will be paid out for any accrued and unused leave time according to applicable policies, the collective bargaining agreement, if applicable, in addition to any time worked, at the time of retirement. All eligible leave time will be paid out at the employee's rate of pay upon retirement.

Insurance Coverage (COBRA)

An employee's elected insurance coverage ceases on the last day of the month in which their employment ends unless continuation rights have been exercised. The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides employees and their covered dependents the option to extend group health insurance coverage in the event the insurance terminates due to separation of employment, reduction of hours, death, divorce or legal separation, disability, or Medicare entitlement. Please contact Human Resources for detailed information on COBRA.

Severance

The Town reserves the right to offer severance packages, approved by the Town Manager and Town Board.

CHAPTER 5 – WORKPLACE GUIDELINES

5.1. APPEARANCE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The public judges the quality of Town service by the courtesy and efficiency shown by its employees. Appearance and conduct are important factors in the job performance of employees. All employees have an obligation to appear at work clean and neat. Whether in the office or on field assignments, appearance should be such that it inspires confidence and trust.

All employees are expected to exercise discretion and good taste in a matter of dress. Inappropriate attire will be brought to the attention of the employee by the Department Director. Cleanliness and good grooming are expected of all personnel.

Attire Inside Workplace

For employees working inside, where professionalism and conduct are paramount, worn or torn jeans, shorts, flip flops, tight-fitting cloths, visible underwear, bare feet, cut off or tank top shirts, clothes with holes in them (designed or through wear), shirts where the midsection is showing, or any other attire that is deemed inappropriate or unprofessional by the Department Director, Town Manager, or Director of Human Resources is not allowed.

Attire Outside Workplace

For employees working outside, there are possible safety hazards and liability, especially during the summer months when working with equipment; machinery; plants, insects, and animals. Proper work attire must be clean, consistent, and recognizable; shorts, cut-off pants, cut-off or sleeveless shirts, clothes with visible holes (designed or through wear), shirts where the midsection is showing, hats and clothes with political statements or inappropriate statements, and any other attire that is deemed inappropriate or unprofessional by the Department Director, Town Manager, or Director of Human Resources are not allowed. Proper footwear, designated at the discretion of the Department Director, must be worn at all times while working outside.

5.2. ATTENDANCE, PUNCTUALITY, & DEPENDABILITY

Individual work efforts are very important to the Town's overall success. We depend on employees to report to work regularly and at their scheduled time. Excessive absences or tardiness can place a burden on other employees and on the Town. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible, in advance of the anticipated tardiness or absence.

Exhausted Leave

An employee's pay may have deductions made for partial day absences if: all accrued leave has been exhausted or permission to use leave was not requested or was denied.

Tardiness/Excessive Use of Sick Days

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Frequent lateness or use of sick leave for other reasons or excessive usage of sick days (not pursuant to protected leave such as WC or FMLA) or frequent usage of sick leave before or after weekends, holiday, or other days off, may be deemed as abuse of leave.

Employees who abuse sick leave may be subject to providing medical documentation supporting the need for sick leave and /or disciplinary actions up to and including termination of employment.

Unauthorized Absence(s)

Absence(s) without notification or authorization can result in disciplinary action, up to and including termination.

5.3. DISCIPLINE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Employees are expected to maintain reasonable standards of conduct, behavior, and performance and display a proper regard for the welfare and rights of other employees and the residents of the Town. An employee may be subject to disciplinary action for improper or inappropriate conduct including, but not limited to, violations of work rules and general rules and regulations, unacceptable behavior, misconduct, poor performance, or unacceptable attendance.

Progressive Discipline

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town may apply progressive discipline, however an employee may still be immediately terminated, instead of receiving progressive discipline, for inappropriate conduct, including but not limited to: violation of work rules, general rules and regulations or policy violations, unacceptable behavior, misconduct, poor performance, or unacceptable attendance. Progressive discipline (with the concurrent of the Town Manager) may include any of the following:

- Documented Verbal Reprimand
- Written Reprimand
- Suspension (unpaid); or
- Termination

5.4. OUTSIDE EMPLOYMENT

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town recognizes that some employees may need or want to hold additional jobs outside their employment with the Town. Employees of the Town are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns.

Expectations/Reasons for Disapproval

The Town applies this policy consistently and nondiscriminatory to all employees, and in compliance with all applicable employment and labor laws and regulations.

1. Work-related activities and conduct away from the Town must not compete with, conflict with, or compromise the Town's interests or adversely affect job performance and the ability to fulfill all responsibilities to the Town. Employees are prohibited from performing any services for customers/vendors/contractors of the Town that are normally performed by the Town. This prohibition also extends to the unauthorized use of Town tools or equipment and the unauthorized use or application of any Town confidential information. In addition, employees may not solicit or conduct any outside business during work time for the Town.
2. Town employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at the Town, the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).
3. In evaluating the effect that outside work may have on an employee's job performance and other job-related responsibilities, The Department Director and Human Resources will consider whether the proposed employment:
 - May reduce the employees' efficiency in working for the Town.
 - Involves working for an organization that does a significant amount of business with the Town, such as major contractors, suppliers, and customers.
 - May adversely affect the Towns' image.
4. Employees who have accepted outside employment may not use Town paid sick leave to perform work on the outside job.
5. Fraudulent use of Town sick leave will result in disciplinary action up to and including termination of employment.

Employee Request for Approval

Employees must complete an "Outside Employment Form" if:

1. The employee receives a W-2 form from another employer.
2. The employee receives a 1099 form from another employer.
3. If the employee owns a business and completes a Schedule C for tax purposes.

Outside employment forms will be updated on a biannual basis.

5.5. PERFORMANCE EVALUATIONS & DEVELOPMENT

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Performance Evaluations recognize the importance of an appraisal system which effectively and objectively measures work performance and helps determine and/or substantiate salary, promotions and employment decisions and identifies training and/or staff development needs.

Administering Performance Evaluations

Human Resources, in conjunction with the Town Manager's office, shall be responsible for establishing and administering the employee performance evaluation program. Human Resources will notify Departments of the annual performance evaluation requirements.

Human Resources shall advise, assist and/or train employees, evaluators, supervisory reviewers, and Department Directors to ensure that performance evaluation procedures are understood and implemented in accordance with the provisions of this policy.

Human Resources shall maintain records pertinent to employee performance evaluation and shall continuously monitor the program to ensure that it is efficient and effective.

Timing of Evaluations

Non-Union, non-seasonal receive an evaluation annually, while non-seasonal, are done as needed.

Department Directors may provide each employee (via their supervisor) with a current job description and a sample Evaluation Form, to ensure awareness of the performance criteria upon which the employee will be evaluated. Employees who are required to conduct performance evaluations can access the Town of Westerly Evaluation Manual on the Town's HR Website. It is the responsibility of the Department Directors, in conjunction with their respective supervisors, to ensure that each non-union, non-seasonal employee within their department is evaluated. Human Resources coordinates and manages the annual evaluation process.

Professional Development

At the discretion of the Department Director, the Town will purchase memberships for employees appropriate to the employee's job and professional development in technical and professional associations. Membership dues and other legitimate business expenses connected with these memberships are paid or reimbursed by the Town. These memberships, even though taken in the name of the individual, are the property of the Town.

Recognition & Rewards

The Town Manager's Office, in conjunction with Human Resources, may develop a variety of employee recognition and rewards programs. These programs are designed to recognize employee achievement and outstanding employee performance. Any programs that are developed will be reviewed from time to time to ensure their efficacy. Deployment and sustaining these programs are dependent upon continued funding.

5.6. INFORMATION TECHNOLOGY RESOURCES

The Town provides and maintains the following forms of electronic communication, messaging agents and electronic facilities: internal and external electronic mail (e-mail), telephone voice mail, cell phones, radios, walkie talkies, listservs, Internet access, and

computer hardware and software. As a condition of providing this technology, the Town enforces certain restrictions on its workplace use and restricts such use to Town business purposes. Employees are expected to appropriately use and become proficient in the use of all business-related technology.

Property of the Town

The internal communication systems, as well as the equipment and data created, are and remain at all times the property of the Town. All messages and files created, sent, received, or stored within the system should be related to town business and are and will remain the property of the town.

No Expectation of Privacy

The Town reserves the right to retrieve, review, audit, intercept, access and/or disclose any message or file composed, sent, received, or deleted. The contents of electronic mail may be disclosed without the permission of the employee. There should be no expectation of privacy. Although e-mail and voice mail may use passwords for security, confidentiality cannot be guaranteed. The Town Manager or his/her designee may limit or deny an individual's access to any Town system.

Downloads/Installation of Software

Employees should not download or install any software without approval from the Information Technology department.

Password Restrictions

The IT Department may request employees on a regular basis to change passwords for security reasons. Employees must cooperate with the IT department to ensure all security measures are met. The following is strictly prohibited:

- Releasing passwords.
- Allowing passwords to be visible to others or another's individual password.
- Creating unauthorized systems accounts.
- Personal use of town E-mail.
- The use of video games.
- Viewing of non-work-related videos.
- Using town-owned equipment for personal profit or partisan political purposes.
- Leaving the workstation without logging out or locking.
- Installing/uninstalling software or hardware without approval of the IT Department.
- Allowing non-town personnel use of hardware/software without authorization.
- Unauthorized attempts or entry into any computer or any part of the system/network.

Guidelines for Appropriate Use of Email

Appropriate workplace etiquette must be observed when using the Towns' e-mail and other forms of electronic communication. The guidelines include:

- Communicating urgent matters for immediate response, communicating with several people quickly or communicating other time-sensitive matters.
- Keep all messages as brief as possible to minimize reading time, thereby keeping communication efficient.
- Keep communication professional.

- Avoid sensitive subject matter that should be addressed in person, if possible.
- Check message content for accuracy and good business writing style (i.e., using correct grammar, spelling, and punctuation).
- Respond in a timely manner to all messages when expected or requested.
- Avoid writing in all uppercase letters.
- Avoid the “reply all” function (i.e., system wide distribution) when not necessary or intended.

Emails may be subject to disclosure under Freedom of Information laws and should not be deleted. Please note that personal email or texting on personal phones for Town business may subject it to disclosure under the Freedom of Information laws.

Guidelines for Appropriate Use of Internet

Though the Town encourages employee use of the Internet for work related business, its use is restricted to the following:

- Communicating with employees, vendors, or clients regarding matters within an employee’s assigned duties.
- Acquiring information related to, or designed to facilitate, the performance of regularly assigned duties.
- Facilitating performance of any task or project in a manner approved by an employee’s supervisor.
- The personal use of the internet and/or social media activities are not permitted during working hours.

Prohibited Use of E-Mail, Voicemail, Internet, and Other Electronic Communications

E-mail, voice mail and other electronic communications transmitted on the Towns’ equipment, systems or networks may not contain any content that would reasonably be considered offensive, harassing, or disruptive to another individual. Offensive content would include sexual comments or images, racial slurs, gender-specific comments, or any comments that might be construed as offensive by a reasonable person on the basis of race, age, sex, sexual orientation, religious or political beliefs, national origin, or disability.

Regarding Internet and e-mail access and use, employees should be advised that the Town expressly prohibits use of the provided Internet and e-mail for the following activities:

- Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.
- Sending, receiving, printing or otherwise disseminating proprietary data, or other confidential information of the Town or its counterparts in violation of town policy or proprietary agreements.
- Using offensive or harassing statements or language, including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
- Sending or soliciting sexually oriented messages or images.
- Operating a business, usurping business opportunities, soliciting money for personal gain or searching for jobs outside the Town of Westerly.
- Non-work-related emails, e.g., jokes, chain letters.

- Gambling or engaging in any other activity in violation of local, state, or federal law.
- Political activity.

Violations of Policy

Employees who violate any provision of this policy shall be subject to disciplinary action up to and including termination.

5.7. SOCIAL MEDIA

This Town of Westerly policy establishes guidelines for the creation and use by the Town of Westerly, RI, its departments, divisions and/or employees of the Town's social media sites for Work- Related Purposes (including, but not limited to Facebook and Twitter) as a means of conveying Town information to its citizens.

The intended purpose behind establishing Town social media sites is to disseminate information from the Town, about the Town, to its citizens.

Town has an overriding interest and expectation in deciding what is "spoken" on behalf of the Town on the Town's social media sites.

For purposes of this policy, "Social Media" is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, Twitter, Google+, blogs, YouTube, LinkedIn, Snapchat, Flickr, Instagram etc... For purposes of this policy, "Content" includes comment, information, articles, pictures, videos, or any other form of communicative content posted on Town social media sites.

Establishment & Use of Sites

The establishment and use by any department, division or employee of Town Social Media sites are subject to approval by the Town Manager or his/her designees and the Town's Information Technology Department ("ITD"). Town Social Media sites shall be administered and monitored by individual department site administrators approved by the individual Department Directors, with notification to the Town's ITD staff and the Town Manager.

Town Social Media sites should make clear that they are maintained by the Town and that they follow the Town's social media Policy.

Wherever possible, Town Social Media sites should link back to the official Town website or department web pages for forms, documents, online services, and other information necessary to conduct business with the Town.

Monitoring of Site

The Town's Public Information Officer will occasionally monitor content on Town Social Media sites to ensure adherence to the Town's Social Media Policy and the interests and goals of the Town. Site administrators shall also monitor Town Social Media sites for Content requesting responses from the Town. Site administrators may direct such requests to the appropriate Town department for response. When a Town employee responds to a comment, in his/her capacity as a Town employee, the employee should do so in the name of the Town

department, and the employee shall not share personal information about himself or herself, or other Town employees except as required for Town business.

The Town reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable laws, rules regulations or policies. Any content removed based on this Social Media Policy should be retained by the site administrator who removed it for a reasonable period of time, as well as information about the time, date, and identity of the poster, when available.

This Social Media Policy must be displayed to users or made available by hyperlink www.westerlyri.gov/SocialMedia.

The Town will approach the use of social media tools as consistently as possible, enterprise wide.

Primary Internet Presence

The Town's website at www.westerlyri.gov will remain the Town's primary and predominant Internet presence.

Adherence to Applicable Laws

All Town Social Media sites shall adhere to applicable federal, state, and local laws, rules, regulations, and policies.

Record Retention

Town Social Media sites are subject to Rhode Island public records and record retention laws, rules, regulations, and policies. Any content maintained in a Social Media format that is related to Town business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure. The department site administrator will maintain records in accordance with Rhode Island public records and record retention laws, rules, regulations, and policies.

Non-Related Content

Comments or other Content on topics or issues not related to Town business or within the jurisdictional purview of the Town may be removed.

Employee Representation

Employees representing the Town via Town Social Media sites shall conduct themselves at all times as representatives of the Town in accordance with all Town rules, regulations and policies.

Social Media Policy Update

This Social Media Policy may be updated from time to time and amended at the discretion of the Town Manager, with approval by the Town Council.

Social Media Content

As a public entity, the Town should abide by certain standards to serve all its constituents in a civil and unbiased manner. The intended purpose behind establishing Town Social Media sites is to disseminate information from the Town, about the Town, to its citizens.

Content perceived as containing any of the following, but not limited to, inappropriate forms of content shall not be permitted on Town Social Media sites and is subject to removal and/or restriction by site administrators, the Town's Public Information Officer, the Town Manager, or their designees:

- Content not related to the original topic or to the business of the Town, including random or unintelligible contents;
- Profane, obscene, violent or pornographic Content and/or language;
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, color, national origin, sex, gender, physical and mental disability, sexual orientation, religion, age, family status, military status, or source of income.
- Defamatory or personal attacks;
- Threats to any person or organization;
- Content in support of, or opposition to, any political campaigns or ballot measures;
- Solicitation of commerce, including but not limited to the advertising of any business or product for sale;
- Conduct in violation of any federal, state, or local law, rule or regulation;
- Encouragement of illegal activity;
- Information that may tend to compromise the safety or security of the public or public systems;
- Content that violates a legal ownership interest, such as, but not limited to a copyright, of any party; or
- Any other Content deemed inappropriate by the Town.

Public Comments

Content posted by a member of the public on any Town Social Media site shall be the opinion of the commentator or poster only, and publication of Content does not imply endorsement of, or agreement by, the Town, nor does such Content necessarily reflect the opinions or policies of the Town.

Violations of Policy

The Town reserves the right to deny access to Town Social Media sites to any person who violates the Town's Social Media Policy, at any time and without prior notice. Content posted to any Town Social Media site must comply with that site's terms and conditions, and the Town reserves the right to report any violation of those terms to the site administrator so the site administrator may take appropriate and reasonable responsive action.

Use of Personal Social Media - Privacy

The Town shall not:

1. Require, coerce, or request an employee or applicant to disclose the password or any other means of accessing a personal social media account;

2. Require, coerce, or request an employee or applicant to access a personal social media account in the presence of the employer or representative;
3. Require or coerce an employee or applicant to divulge any personal social media account information, except when reasonably believed to be relevant to an investigation of allegations of employee misconduct or workplace related violation of applicable laws and regulations and when not otherwise prohibited by law or constitution; provided that the information is accessed and used solely to the extent necessary for purposes of that investigation or a related proceeding.
4. Compel an employee or applicant to add anyone, including the employer or their agent, to their list of contacts associated with a personal social media account or require, request, or cause an employee or applicant to alter settings that affect a third party's ability to view the contents of a personal social media account.
5. Discharge, discipline, or otherwise penalize or threaten to discharge, discipline, or otherwise penalize any employee for an employee's refusal to disclose or provide access to any information specified in this policy, or for refusal to add the employer or his or her list of contacts associated with a personal social media account, or to alter the settings with a personal social media account.
6. Fail to hire any applicant as a result of the applicant's refusal to disclose or provide access to any information specified in this policy or refusal to add the employer to their list of contacts associated with a personal social media account, or to alter the settings associated with a personal social media account.

Use of recording devices.

Due to the potential for issues such as invasion of privacy, sexual or other harassment (as defined by our harassment/discrimination policy) employees may not take, distribute, or post pictures, videos, or make audio recordings of employees or managers while at work. Employees also may not take pictures or make recordings of other employees without express written permission. An exception to the rule concerning pictures and recordings of work areas would be if you are engaging in activity protected by the Rhode Island State Labor Relations Act such as taking pictures of health, safety, and/or working condition concerns or of strike, protest, and work-related issues and/or other protected concerted activities.

5.8. USE OF TOWN VEHICLES

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Town vehicles will only be assigned to employees who require a vehicle for the performance of their duties and shall not be available for personal use. No vehicles shall be assigned without written approval of the Department Director and Town Manager. The Town Manager must approve in advance any non-routine business trips out of Town for which a Town vehicle will be used.

Improper Use of Town Vehicles

Town officials who are to be available twenty-four (24) hours a day, seven (7) days a week must

use discretion in utilizing the Town vehicle they are assigned. These officials only shall be permitted to use their vehicle to go to lunch and to drive to and from work; however, improper use of any Town vehicle is strictly prohibited.

Parking Locations

Town vehicles are to be parked in the location designated by the Department Director. Only when approved in advance by the Department Director and Town Manager, may a Town employee drive a Town vehicle to their home and use it to drive to and from work at the Town.

Who Can Drive Town Vehicles

Only Town employees are permitted to drive Town vehicles. In addition, any passengers in Town vehicles must be present for business purposes only.

Valid Driver's License & Operation of Vehicle

Any employee who is assigned a Town vehicle must have their current valid driver's license with them at all times when operating the vehicle. Under no circumstances shall any employee operate a Town vehicle under the influence of alcohol or any drug or at any time that their vision or judgment is impaired in any manner. All Town vehicles are to be operated in a safe and courteous manner at all times. The Town reserves the right to request an employee's driving record before clearing the employee to drive a Town vehicle.

Gas Fill-Up

Gas is to be filled up at the Town Garage at Larry Hirsch Lane or at Ginger's Service Station in an emergency. For long trips requiring gas to be filled elsewhere, prior approval must be obtained from the Department Director.

Cell Phone Use while Driving

Cell Phone use is not permitted while driving in a Town vehicle. Safety must come before all other concerns. Employees are to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area.

If an employee is involved in an accident of any type and severity, he/she must immediately report it to the Police and their direct supervisor.

The improper, careless, negligent, destructive, or unsafe use or operation of vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Tobacco Use

The use of any tobacco products is prohibited in any town vehicle.

Mileage Reimbursement

Employees will be reimbursed at the current mileage rate as established by IRS guidelines, in the circumstances that they are required to utilize their own vehicle, when a Town vehicle is not available. Employees are to use a town vehicle if one is available.

Employees Assigned Town Vehicles & Spare Keys

Department Directors shall be responsible for maintaining a current master listing of all their employees who are assigned Town vehicles. Such list shall contain the year, make and model of the vehicle, VIN, registration number, and the specific person(s) assigned to utilize the vehicle. The Department Director shall maintain a spare set of keys to all Town vehicles assigned to their department. Keys will be stored in a safe central location and made available to employees only when signed for and authorized by the Department Director. Upon completion of use of the vehicle, employees must return the keys to the central location designated by the Department Director. The Town Hall fleet maintains the keys in the Building Department.

Violation(s) of Policy

Employees who violate any provision of this policy shall be subject to disciplinary action up to and including termination.

5.9. USE OF TOWN EQUIPMENT

All Town equipment, tools, and supplies shall not be available for personal use and are not to be removed from Town property to conduct official Town business, unless approved by the Town Manager. No employee shall purchase for personal use any tools or supplies through Town purchase accounts.

Town equipment, tools and supplies will only be assigned to Town employees who require the equipment and/or tools for the performance of their duties.

Operation of Equipment while Under the Influence

Under no circumstances shall any employee operate any equipment under the influence of alcohol or any drug or at any time that their vision or judgment is impaired in any manner. All Town equipment is to be operated in a safe and courteous manner at all times.

5.10. TOWN OF WESTERLY IDENTIFICATION

When necessary, Town employees will be issued proper identification to assist them in gaining necessary access while on routine or emergency Town business. Employees shall courteously and without hesitation show such identification to anyone to requests it. However, ID's or uniforms shall not be worn when an employee is off duty.

5.11. TOWN PROPERTY

It is the policy of the Town to protect the Town's business information, property, and all other Town assets, as they are vital to the interests and success of the Town. Town property is defined as credit cards, buildings, vehicles, facilities, grounds, tools, building materials, electronic equipment, recreation and rental equipment, and all other property owned, leased or in the possession of the Town. Such Town property is not for personal use and employees shall make every effort to use such property in a safe, non-abusive, efficient manner. Additionally:

- Personal use of Town property, without the consent of the Department Director and/or Town Manager, shall be subject to discipline up to and including termination of employment.
- When an employee leaves the Town, the employee must return all related Town information and property that the employee has in his/her possession.

- At the Town's discretion, employees may be responsible for the full cost of repair or replacement of Town property that is damaged or lost while it is in the employee's care and custody. Loss, damage, or theft of Town property should be reported immediately.
- Use of an issued credit card is for official use only. Employees may not use an issued credit card for personal charges, except in the case of business travel.
- The Town's equipment, such as telephones, postage, facsimile, and copier machines, is intended for business purposes.
- Negligence in the care and use of Town property and/or any other violation of this policy may be considered grounds for discipline, up to and including, termination.

An employee may only use Town equipment for non-business purposes in special/emergency circumstances and only with the permission of his or her supervisor. Any other requests that cause exception to this policy will be handled on a case-by-case basis and carried forth only with the approval of the Town Manager.

Separation of Employment

Employees who resign, are terminated, laid off, suspended, or otherwise cease (permanently or temporarily) their employment with the Town have no right to the contents of their e-mail messages and shall not be allowed access to the network system. Supervisors may access an employee's e-mail if they are on a leave of absence, vacation or otherwise absent or at any other time that the supervisor deems necessary for the Town's business purposes.

CHAPTER 6 – WORKPLACE SAFETY & HEALTH

6.1. COMMITMENT TO SAFETY

Protecting the safety of our employees and visitors is the most important aspect of running our business. All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

6.2. ALCOHOL & DRUG-FREE WORKPLACE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Substance Use

Union employees should refer to their respective collective bargaining agreement for the Alcohol & Drug- policy. If silent, then union employees will follow this policy.

The Town of Westerly provides a safe, healthy, and productive workplace where all employees strive to provide excellent service to the community. Since the use of alcohol and/or drugs jeopardizes the safety and productivity of the user, as well as his/her fellow employees, the Town will strive to maintain an alcohol and drug-free workplace. A drug-free workplace prohibits the manufacture, distribution, dispensing, possession, or use of controlled substances and associated paraphernalia. This includes the misuse or abuse of prescription drugs. It also includes attempting to enter or being in the workplace under the influence of alcohol, drugs, or controlled substances.

The workplace is defined as entry upon or presence on Town property, any work site throughout the Town, including the parking lot, driveway, or any other Town premises or work site. This includes Town vehicles and any private vehicles parked on Town premises or work sites. In accordance with applicable federal and state guidelines, the Town reserves the right to conduct reasonable suspicion, post-accident, and/or random drug testing when applicable.

The Town understands drug dependency as an illness and a major health problem. The Town also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use our Employee Assistance Program (EAP).

Acknowledgment and agreement of this policy is required of employees as a condition of employment. The acknowledgement form will be filed in each employee's personnel file. An employee violating this policy is subject to disciplinary action, not to exclude termination.

Alcohol & Drug Testing

Human Resources will be responsible for maintaining compliance with drug and alcohol testing procedural guidelines as required by law. All drug and alcohol test results will be conducted, reviewed, and interpreted by professionally trained and certified technicians and/or medical review officers. All aspects of the Town's drug/alcohol testing policy including, but not limited to, the collection, handling, shipping, receiving and storage of specimens, laboratory analysis procedures, record keeping, and the reporting of test results shall comply with Federal regulations (Department of Transportation). Employees shall not be required to waive any claim or cause of action under the law.

Refusal or Positive Test

All employees who refuse to be tested will be treated as if they tested positive. Refusal consists of attempting to adulterate sample, substitution of sample, or failure to cooperate in the testing process to include deliberate delay. In cases where an employee is notified of a positive drug or alcohol test, the employee will be immediately removed from duty. During this time, the employee will be encouraged to contact the EAP. The employee may only return to duties after being cleared by a Substance Abuse Professional (SAP) and having a negative drug and/or alcohol screen. The Town reserves the right to discipline and/or terminate an employee based upon a positive drug or alcohol test result.

Reasonable Suspicion

Employees who are suspected to be under the influence of drugs and/or alcohol during work hours will be tested for substance use. If there is a suspicion, then the following steps will be followed:

1. Observation of the Employee

If possible, firsthand observation should be made by two (2) members of management such as the employee's supervisor, HR, or another available management employee. This should be done immediately upon notice of this type of concern. The observer may be able to view the employee from afar, but usually he or she will need to talk with the employee directly to observe any smell of alcohol, eye dilation, slurred speech, or other behaviors. This suspicion must be based on the supervisor/manager's specific observations concerning the appearance, behavior, speech and/or body odors of the employee (please use the checklist attached to this manual). The observers should be as specific as possible in their descriptions but not attempt to diagnose the situation. Specifically, an observation may include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

Testing for alcohol must occur within eight (8) hours of the observation. Testing for drugs can occur whenever there is reasonable suspicion.

2. Send the Employee for Testing

The employee must be removed from his/her job immediately and sent for testing. The supervisor/manager or HR should contact the testing facility to advise that an employee is on the way for reasonable suspicion testing and whether it is drug and/or alcohol testing.

3. Transportation to Testing Facility

Employers should not allow employees suspected of being under the influence behind the wheel of a car; therefore, the supervisor/manager or his/her designee should ensure the employee does not have to drive to the testing center or home afterward. The best option, if feasible, would be to have a supervisor/manager escort the employee to the testing center and drive the employee home afterwards. Sometimes the supervisor may have to

coordinate with a local cab company for these types of trips. The cab fees and tip should be paid by the employer.

Random Drug Testing

Random drug testing will be conducted if stated in a collective bargaining agreement and for any Department of Transportation (DOT) position. DOT positions include those employees with Commercial Driver's Licenses (CDL). Upon notification, the employee must be sent to the testing facility as soon as reasonably possible for testing.

Prescribed Medication

If an employee is prescribed medication that will affect his/her ability to perform his/her required duties, it is the employee's responsibility to notify their supervisor and be placed on non-safety sensitive duties, if available. If not available, the employee will be required to use leave until he/she is again able to perform his/her required duties.

Off-Duty Alcohol & Drug Use

While the Town does not have the right or obligation to regulate the activities of employees while they are not at work or on call, certain off-duty activities by their nature may have a significant impact on the ability of the employee to safely and legally perform his/her work duties. It is the intent of this policy to strike a fair balance between the rights of employees to conduct their personal lives without undue interference from the Town and still provide the public and their co-workers with protection from unsafe or illegal activities. In the event an employee's license is suspended for any reason, he or she is required to provide notice to his/her or her immediate supervisor prior to the use of any Town vehicle. Failure to notify his or her immediate supervisor will result in disciplinary action, up to and including termination of employment.

An employee may be required to possess the appropriate state driver's license to operate a Town vehicle or possess the necessary credentials and/or licensure required by the State of Rhode Island to perform the responsibility of their position. If these privileges are revoked or suspended, the employee may be reassigned to an available position or duties that do not require this licensure, at the discretion of his/her Department Director and with the final approval from the Town Manager. If a reassignment is not available and approved, the employee will be placed on a leave and be required to utilize available paid time off for the duration of the period. If their licensure is not regained at the end of the forty-five (45) day period, a determination will be made to terminate their employment or find other permanent reassignment in open, budgeted positions within the Town depending on the needs of the employee's department and their qualifications.

Additionally, all Town personnel must, as a condition of employment, abide by the terms of this policy and report to Human Resources and the Town Manager, any conviction under a criminal drug statute for violations occurring on or off Town premises while conducting Town business. The reporting of a conviction must be made to Human Resources and the Town Manager by the beginning of the next shift.

Use of Cannabis

All employees are prohibited from reporting to duty under the influence of cannabis, and are prohibited from selling, possessing or using cannabis while on Town premises, including Town vehicles, during hours of employment. Violations will result in disciplinary action, up to and including termination.

6.3. BULLYING & WORKPLACE VIOLENCE

All employees have the right to work in an environment free from bullying, physical violence, threats, and intimidation. The Town believes that violence is a form of serious misconduct that undermines the integrity of the employment relationship. No employees, customers, visitors or other third parties should be subject to provocation, taunting, physical violence, threats, or intimidation. Such behavior may result in disciplinary action, up to and including termination of employment from the Town.

Workplace Violence & Bullying Defined

For purposes of this policy, workplace violence is any violent or potentially violent behavior that arises from or occurs in the workplace that affects Town employees. Bullying is any threatening act, or harassment based on an employee's characteristics, position, or status in the workplace.

Prohibited Conduct

The Town does not tolerate conduct, whether direct or through the use of Town facilities, property or resources that is:

- Violent,
- Bullying,
- Threatening violence,
- Harassing or intimidating others,
- Name calling,
- Interfering with an individual's legal rights of movement or expression,
- Disrupting the workplace, our collegial environment or the Town's ability to provide services to the public.

Violent or threatening behavior can include, but is not limited to, physical acts, oral or written statements, harassing telephone calls, gestures and expressions or behaviors such as stalking, violent horseplay or "joking around".

Engaging in Workplace Violence and/or Bullying

Individuals who engage in violent or prohibited behavior may be removed from the premises and may be subject to dismissal or other disciplinary action, arrest and/or criminal prosecution. During investigations, employees may be placed on administrative leave, and may be subject to a fit-for-duty examination prior to returning to the workplace. This policy applies to all work locations including offices, work sites, vehicles, and field locations.

Reporting Complaints

The Town takes reports of threatening or violent workplace incidents seriously. Employees, supervisors, and managers are expected to report actual or alleged incidents of violence in the workplace to the Human Resources Department.

6.4. CELL PHONE USE

Cell Phone Distribution

Town cell phones are not provided to employees; however, the Town will require certain positions to have a personal cell phone for Town communication. These positions will receive a bi-weekly cell phone stipend of \$25.00.

Cell Phone Use While Operating Equipment

Employees whose job responsibilities include regular or occasional operation of Town equipment are expected to refrain from using their cell phone while operating Town equipment. Safety must come before all other concerns.

Use of Phone & Texting While Operating a Vehicle

Rhode Island prohibits any use of hand-held wireless communication devices and/or holding a cell phone while operating a vehicle. The use of headphones or other accessories that cover both ears is also not allowed. It is illegal to write, read or send a text message while driving a motor vehicle. Messaging not only includes traditional text messages, but also includes reading, writing, or sending instant messages, electronic messages, and emails.

Violations

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles will be subject to disciplinary action, up to and including termination of employment.

Employees who violate any provision of this policy shall be subject to disciplinary action up to and including termination.

6.5. INCLEMENT WEATHER, EMERGENCIES & PANDEMICS

In the event that the Town Manager or designee determines that an inclement weather, emergency situation, or pandemic exists and, as a result, makes a public declaration that an inclement weather, emergency, or pandemic exists and that Town offices are closed, the following provisions shall apply:

- a. The Town Manager shall determine the designated starting time of the inclement weather, emergency situation or pandemic.
- b. The Town reserves the right to designate personnel who will be required to work during these circumstances, whether at the workplace or at home.
- c. Non-exempt, non-seasonal employees who are either allowed to leave their workplace early or are excused from traveling to work shall not be required to charge vacation leave or take leave without pay.
- d. Exempt employees will not be required to charge leave and will be paid according to the Fair Labor Standards Act (FLSA).
- e. Non-exempt, non-union, non-seasonal employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked commencing at the designated starting time of the emergency as determined by the Town Manager.
- f. Union employees will follow their respective collective bargaining agreements.

6.6. SMOKE-FREE WORKPLACE

It is the philosophy of the Town to provide everyone with a work environment that offers the opportunity and resources to optimize their personal health and well-being.

Every employee and visitor of a Town facility is entitled to a smoke-free living and working environment.

3. Smoking, vaping, or the use of e-cigarettes, is prohibited in all Town buildings, including offices, hallways, elevators, meeting rooms and Town vehicles.
4. Smoking, vaping, or the use of e-cigarettes is allowed only in outdoor areas provided it occurs fifty (50) feet from building entrance ways and vestibules or in external designated areas.
5. All buildings and facilities are clearly posted with “No Smoking in This Building” signs at the entrances.
6. Employees who choose to smoke within the permitted area must do so on their regularly scheduled breaks and meal periods.
7. In conjunction with the Towns’ EAP, information on smoking cessation programs will be made available to all interested members of the Town staff.

CHAPTER 7 – TIME OFF & EMPLOYEE LEAVE

7.1. BEREAVEMENT LEAVE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Full-Time Employees

Bereavement leave is intended to be used to attend a funeral or service for a loved one. Full-time employees will receive the following bereavement leave:

- up to five (5) consecutive days in the case of the death of a spouse, domestic partner, or child to include stepchild and foster child.
- up to three (3) consecutive days in the case of the death of a mother, father, brother, sister, mother-in-law, or father-in-law;
- up to one (1) day in the case of the death of a brother-in-law, sister-in-law, uncle, aunt, first cousin, grandchild, grandparent or spouse's grandparent.
- up to one (1) day in the case of a relative not listed above with approval by the Town Manager.

Such leave shall be taken within seven (7) days following the death, unless notice is provided, within these seven (7) days, that the funeral or service will be held at a later date. This request for a later funeral or service must be submitted in writing to Human Resources and the Town Manager for approval. If approved, the employee must then provide at least a three (3) day notice to Human Resources of this funeral or service date.

Employees may be asked to provide a copy of the obituary, funeral program, prayer card, etc. for use of the bereavement leave.

Non-Union, Non-Seasonal, Part-Time Employees

Part-time employees who are hired to work twenty (20) hours or more a week are eligible for bereavement pay when such time is needed on days when the part-time employee is regularly scheduled to work. Part-time bereavement pay will be equal to the number of hours the employee would normally work on that day.

Additional Time Needed

In the event the employee needs more than the allotted times listed in this policy, employees are allowed to supplement their bereavement leave with vacation time. Employees who take sick leave immediately before or immediately after bereavement leave will be required to bring in a doctor's note for their absence.

7.2. FAMILY MEDICAL LEAVE ACT (FMLA) & RHODE ISLAND PARENTAL FAMILY MEDICAL LEAVE ACT (RIPFMLA)

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The purpose of this policy is to advise employees Town of their rights and responsibilities under the Federal Family and Medical Leave Act ("FMLA"), and the Rhode Island Parental and Family

Medical Leave Act ("RIPFMLA"). Leave taken under the FMLA is referred to as "FMLA Leave" and leave taken under the RIPFMLA is referred to as "RIPFMLA Leave." While similar in nature, the two (2) types of leave are different in some ways, including eligibility and duration.

Amount of Leave & Eligibility Requirements

The amount of leave that can be taken and the eligibility requirements for FMLA Leave or RIPFMLA Leave are not the same. The criteria for both are outlined below:

FMLA Amount of Leave

Employees are eligible to take up to twelve (12) weeks of leave over a one-year period. This leave is available every twelve (12) months, as long as the employee continues to meet the eligibility requirements.

Eligibility

To be eligible for FMLA Leave, the employee must:

1. Have worked for the Town for at least twelve (12) months and
2. Have worked (actual hours worked) at least 1,250 hours in the preceding twelve (12) months.

RIPFMLA Amount of Leave

Employees are eligible to take up to thirteen (13) consecutive weeks of leave over a two-year period.

Eligibility

To be eligible for RIPFMLA Leave, the employee must:

1. Have worked for the same employer for an average of thirty (30) hours a week for twelve (12) consecutive months

Reasons for FMLA Leave

If eligible an employee is entitled to a leave under the FMLA for any of the following reasons:

1. The birth of a child and in order to care for the newborn child. Leave taken under this subsection must conclude within twelve (12) months of the child's birth.

Leave to care for a new-born child may begin prior to the birth of the child if an employee's pregnancy prevents her from working or if the condition of an employee's spouse rises to the level of a serious health condition prior to the child's birth.

2. The placement with the employee of a child, age seventeen (17) or younger, for adoption or foster care, or of an individual, age eighteen (18) or older, who is incapable of self-care because of a mental or physical disability. Leave taken under this subsection must conclude within twelve (12) months of the actual placement of the individual. Leave taken in connection with the placement of an individual for adoption or foster care may begin prior to actual placement of the individual with the parents if absence from work is required in order for the placement to proceed.

3. In order to care for the employee’s spouse, child, parent, if such person has a serious health condition.
4. The employee’s own serious health condition prevents the employee from performing the essential functions of his/her position. Under the terms of this policy, a “serious health condition” means an illness, injury, impairment, or physical or mental condition that requires either:
 - a. Inpatient care in a hospital, hospice, or residential medical care facility; or
 - b. Continuing treatment by a healthcare provider.
5. Care for a family member who suffered a serious injury during active duty in the military. Employees may take up to twenty-six (26) weeks of leave, however, this is a per-injury, per-service member entitlement.

Reasons for RIPFMLA Leave

If eligible, an employee is entitled to a leave under RIPFMLA for any of the following reasons:

1. The birth of a child and in order to care for the newborn child. Leave taken under this subsection must conclude within twelve (12) months of the child's birth.

Leave to care for a new-born child may begin prior to the birth of the child if an employee’s pregnancy prevents her from working or if the condition of an employee’s spouse rises to the level of a serious health condition prior to the child’s birth.
2. The placement with the employee of a child, age sixteen (16) or younger.
3. In order to care for the employee’s spouse, child, mother or father-in-law, if such person has a serious health condition.
4. The employee’s own serious health condition prevents the employee from performing the essential functions of his/her position. Under the terms of this policy, a “serious health condition” means disabling physical or mental illness, injury, impairment, or condition involving inpatient care, or continuing outpatient care.

FMLA & RIPFMLA Reduced Work Schedule or Intermittent Leave

FMLA

In the case of an employee’s own serious health condition or that of spouse, child, parent, or parent-in-law, employees may be permitted to take an unpaid leave on an intermittent basis rather than all at once, or on a reduced schedule. In such a case, the Town may require the employee to transfer temporarily to an available alternative position with equivalent pay and benefits for which the employee is qualified and where the temporary position better accommodates recurring periods of leave than the employee’s regular position.

Intermittent or reduced leave schedules are subject to the Town's approval unless medically necessary. The maximum total accumulation of leave that may be taken intermittently or by working a reduced schedule is twelve (12) weeks during any leave year.

RIPFMLA does not provide intermittent or reduced schedule leave.

Substitution of Paid Leave

Employees will be required to use all accrued time first and take the remainder of the leave as unpaid leave. Employees must follow Town rules associated with the leave for use of the leave.

Work Related Injury/Illness & Disability

If an employee is injured or becomes ill in the course of employment with the Town, and his/her condition constitutes a serious health condition under the terms of this policy, time lost from work will be counted against his/her leave entitlement under this policy.

Benefits While On Leave

The Town will continue to provide existing health insurance coverage for the duration of any leave taken under this policy. However, employees will be expected to pay any portion of the coverage for medical and dental benefits that is normally paid. If employees do not return at the end of a leave granted under this policy, then they must reimburse the Town for the cost to the Town of continuing their medical and dental coverage during the leave, unless failure to return is due to the continuation of a serious health condition or other circumstances beyond their control.

Notice & Information Required

If an employee desires a leave of absence under this policy, the request for leave must be made to Human Resources in writing, at least thirty (30) days in advance of the start of the leave when the need for such leave is reasonably foreseeable (as in the case of a birth, placement, or adoption of an individual, or a planned medical treatment for a serious health condition). Forms for requesting leave may be obtained from Human Resources.

If the need for leave is not foreseeable, the employee must provide such notice as soon as practicable. Normally, in the event that an unforeseeable need for leave arises, notice will be expected within two (2) working days of learning of the need for leave. Failure to provide timely notice may result in a delay in or denial of leave.

In addition to timely notice, the Town will require the following information when-applying for a leave of absence under this policy:

- When an employee's own illness is involved, a statement of the date on which the serious health condition commenced, the probable duration of the condition, and a statement that the employee cannot perform the essential functions of the position.
- In the case of leave for the birth, adoption, or foster placement of an individual, information related to the birth or placement, including the anticipated due date or the age of the individual to be placed for adoption or foster care, and the probable duration of the leave.
- In the case of leave to care for a spouse, child, parent, mother-in-law or father-in-law, a statement that the employee is needed to provide such care and an estimate of the amount of time needed for that purpose.
- Where intermittent leave or a reduced leave schedule is sought for planned medical

treatment, the date on which such treatment is expected to be given and the duration of such treatment.

- Where intermittent leave or a reduced leave schedule is sought under FMLA because of an employee's own serious health condition, a statement of the medical necessity for the intermittent leave or reduced leave schedule, and the expected duration of such leave.
- Where intermittent leave or a reduced leave schedule is sought under FMLA to care for an employee's spouse, child or parent, a statement that such leave is necessary to care for the family member or will assist in his/her recovery, and the expected duration of such leave.

Certification of a Health Care Provider

All information related to a serious health condition must be certified by the employee's health care provider, or by the health care provider of the family member, whichever is appropriate. If the Town has reason to doubt the validity of the certification, the Town may require, at its' expense, that the employee obtain the opinion of a second health care provider designated or approved by the Town. Where the original and second opinions differ, the Town may require, at its expense, that the employee-obtain the opinion of a third health care provider designated or approved jointly by the employee and the Town, whose opinion shall be final.

Timeline for Returning Forms

Human Resource will provide forms, to be signed by the employee and his/her health care provider, in order to meet these certification requirements. Completed forms must be returned to Human Resources within fifteen (15) days.

Employee Update

If an employee is granted a leave under this policy, the employee will be required to update information relating to a serious health condition on a reasonable basis.

Employees Failure to Provide Information

Failure to provide the Town with the requested information may result in delay or denial of leave.

Approval of Leave

Within five (5) business days of receipt of the employee's medical certification, Human Resources will notify the employee that:

- (a) The leave is or is not granted.
- (b) The leave is or is not designated as leave under the Federal Family and Medical Leave Act (FMLA) or the Rhode Island Parental and Family Medical Leave Act (RIPFMLA).
- (c) All accrued time off will be used for all or part of the leaves.
- (d)

Notice may be given orally or in writing. If notice is given orally, then Human Resources will follow up with written confirmation of the notice at the next payday, or the second payday if the next payday comes less than one (1) week after the oral notice. If written notice is given by mail, the notice will be effective when mailed. Please note that the Town reserves the right to designate

a qualifying leave as an FMLA leave retroactive to the date of the leave even if an employee does not request a FMLA leave.

Other Requirements

In the case of either an employee’s own planned medical treatment or that of family member as defined in this policy, the employee must make a reasonable effort to schedule the medical treatment so as not to unduly disrupt the Town's operations.

Reinstatement Rights

If leave under this policy does not exceed twelve (12) (FMLA) or thirteen (13) (RIPFMLA) weeks an employee’s leave is qualified under, most employees will be restored to the same position held prior to commencement of the leave, or to an equivalent position, with equivalent pay, seniority, status, benefits, and other terms and conditions of employment, unless no such position is available for reasons unrelated to the employee taking leave under this Policy.

Extension of Leave

Where necessary, an employee may request, in writing, an extension of the leave. If an employee does not return to work at the conclusion of an approved leave under this policy, and has not requested this in writing, the employee will be considered to have voluntarily resigned from the Town. It is the employee’s responsibility to notify Human Resources if an extension of the leave is necessary. All extensions must be approved by Human Resources before they become effective.

Return to Work

Before returning to work from leave for the employee’s own serious health condition, the employee must provide Human Resources with a Return to Work note from his/her treating doctor.

Twelve (12) Month Period Defined

The Town uses a “rolling” leave year to calculate leave entitlement. In other words, the Town determines the amount of leave entitlement at any given time by looking at how much leave was taken in the previous twelve (12) months.

The eligible employee is entitled to twelve (12) weeks or thirteen (13) weeks minus the amount of leave taken in the previous twelve (12) months. If no leave is taken in the previous twelve (12) months, the eligible employee is entitled to the full twelve (12) weeks of leave under FMLA Federal Law or thirteen (13) weeks under RIPFMLA.

School Involvement Leave Under RIPFMLA

An employee who has been employed for twelve (12) consecutive months is entitled to ten (10) hours of leave during any 12-month period to attend school conferences or other school-related activities for a child of whom the employee is the parent, foster parent, or guardian. A notice of twenty-four (24) hours prior to the leave must be given to the employer by the employee. The leave is not required to be paid; except an employee may substitute any accrued paid vacation leave or other appropriate paid leave.

7.3. HOLIDAYS

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The following paid holidays are recognized by the Town:

Town Holidays	
New Year’s Eve	Labor Day
New Year’s Day	Columbus Day
Martin Luther King, Jr. Day	Election Day (if applicable)
President’s Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Victory Day	

Use of Sick Leave Before/After Holiday

Employees who repeatedly use sick leave immediately before or immediately after a holiday may be required to bring in a doctor’s note for their absence.

Non-Union, Non-Seasonal Part-Time Employees

Part-time, non-seasonal employees who are hired to work more than twenty (20) hours a week are eligible for holiday pay when an observed holiday falls on a day which the part-time employee is regularly scheduled to work. A part-time employee who was hired to work more than twenty (20) hours a week, holiday pay will be equal to the number of hours the employee would normally work on the day of the holiday.

Temporary & Seasonal Staff

Temporary and Seasonal staff do not accrue vacation and do not receive holiday pay, nor do they receive extra pay for working on a holiday as these positions are typically hired to cover holidays or work in operational positions that mandate employees to work on Sundays and holidays.

Religious Accommodation for Holidays

Employees who need time off to observe religious practices or holidays not already scheduled by the Town should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee, take vacation time, or take off unpaid days. The Town will seek to reasonably accommodate individuals’ religious observances.

7.4. JURY DUTY

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor and Human Resources as soon as possible after receiving

the notice to allow advance planning for an employee's absence.

If an employee is released from jury duty after four (4) hours or less of service, the employee must report to work for the remainder of that workday.

Non-Work Related

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, personal days or vacation days will be used for this purpose.

Pay

If the employee receives any pay or remuneration, such a fee for jury duty, court appearance, military pay, or a scholarship or fellowship, he/she will receive his/her regular paycheck after turning over the remuneration to the Finance Director. Leave of this nature will not be charged against vacation or sick leave.

7.5. MILITARY LEAVE OF ABSENCE – ALL EMPLOYEES

The Uniformed Services Employment and Reemployment Rights Act (USERRA) was signed into law on October 13, 1994. The USERRA clarifies and replaces the former Veterans' Reemployment Rights Statute and accords certain rights and benefits to employees who volunteer or are called to serve in the armed forces of the United States. In addition, state law accords employees certain leave rights to attend Military Reserve or National Guard duty or perform other military service. USERRA and state law also prohibit discrimination or reprisals against any employee who takes such military leave for these purposes.

Eligibility & Return to Same Position

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted a leave of absence for military service, training, or related obligations in accordance with applicable state and federal law. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

Anti-Discrimination

Furthermore, USERRA and state law prohibit discrimination and retaliation based on a person's membership or service (voluntary or involuntary) in the uniformed services with regard to any aspect of employment.

Requests for Military Leave

An employee, who is issued orders by a recognized military authority, whether verbally or in writing, shall provide prior notice to their Department Director as soon as possible after receiving such orders unless precluded by military necessity. If feasible, this notice should be in writing and accompanied by any military orders that the employee has received. Upon such notification the Town shall release the employee from work for the duration of the military leave. It is recognized that an employee may not receive written orders for recurring inactive training (drills) or annual training. However, the employee is encouraged to provide a copy of orders, the annual drill schedule, or other type of documentation to the Department Director as soon as available and, if possible, before the commencement of the activated military duty.

Leave for More than Thirty (30) Days

For periods of military leave in excess of thirty (30) calendar days, the Town may request appropriate documentation, which can be used to establish the employee's basic eligibility for protection under federal and state law.

Application & Compensation Form

Departments who have personnel that require a leave of absence for military service will complete an Application and Compensation Form for each eligible employee in a timely fashion. The Application and Compensation Form will be forwarded to Human Resources for verification. Following verification by the Human Resources, the employee serving in the military shall be paid his/her employee compensation based on the amount of military pay.

Pay

An employee who is on excused leave from work to attend inactive duty training (drills) or annual military training as part of the reserve corps of any branch of the armed forces of the United States shall receive regular pay less 1/30th of the employee's monthly active-duty military pay for each of the first thirty (30) days of leave in a calendar year (see explanation in paragraph E and example in paragraph F). An employee who exceeds thirty (30) days of military leave in a calendar year shall be placed on an unpaid military leave for the duration of the leave in that calendar year. The thirty (30) day pay differential shall not apply to active-duty call-ups or other military duty.

Benefits

The Town will continue to provide all benefits for up to thirty (30) days of military leave in a calendar year. An employee who exceeds thirty (30) days of military leave and is placed on unpaid leave may continue group medical, prescription and dental benefits for a period defined by USERRA. Once benefits under USERRA are exhausted and/or the employee reaches an unpaid leave status, the employee makes arrangements with Human Resources to pay the full cost of such benefits.

Due Date

The required payment for such benefits must be received in Human Resources by the 15th day of the month for the following month's coverage. In the event that payment is not received by the 15th day of the month the employee will be notified that benefits will be terminated at the end of the calendar month. In the event the employee does not elect to continue medical, prescription and dental benefits the Town will reinstate the employee's health care coverage immediately upon the employee's return to work.

Substitution of Vacation Leave

An employee, at his or her sole option, may request to use unused accrued vacation during periods of paid and unpaid military. The Town cannot require an employee to use vacation leave. An employee on military leave who elects to charge such leave against vacation accruals shall be treated for purposes of benefits in the same manner as an employee who is on vacation leave. An employee who is placed on an unpaid military leave of absence pursuant to this policy (leave in excess of thirty (30) days) will maintain their membership in their respective retirement programs.

Return from Leave - Reemployment

An employee is eligible for reemployment rights if he/she meets the following criteria:

- o The employee must hold a position that has a reasonable expectation of continuation indefinitely or for a significant period.
- o An employee must give notice to Human Resources that he/she is leaving for military leave as described above (unless such notice is precluded by military necessity or security concerns).
- o Activated employees must be released from service under "Honorable Conditions". Employees who are not released under "Honorable Conditions" are not eligible for reemployment rights.
- o Employees must report back to work as defined below:
 - For a period of military service of up to thirty (30) consecutive days, an employee must report back to work for the first full regularly scheduled work period on the day following the completion of the period of military service, his or her safe transportation home, and a break of at least eight (8) hours;
 - For a period of military service of thirty-one (31) to one hundred-eighty (180) consecutive days, an employee must submit to Human Resources an oral or written application for reemployment no later than fourteen (14) days after the completion of the period of military service;
 - For a period of military service of one hundred eighty one (181) days or more, an employee must submit to Human Resources an application for reemployment no later than ninety (90) days after completion of the period of service.

Non-Compliance

An employee who does not comply with the return-to-work requirements may forfeit his/her reemployment rights pursuant to federal law and the Town's established policies and procedures on returning from a leave of absence. (Pursuant to USERRA these rules may be extended under certain conditions to accommodate an employee convalescing from a service-connected injury or illness).

Limitations of Leave

Military leave, paid or unpaid, shall generally not exceed five (5) years throughout the employee's service with the Town. Refer to UERRA for exceptions to the five-year limitation.

Only the time the employee actually spends in uniformed service counts toward the five-year limit.

Position upon Reinstatement

Military service of fewer than ninety-one (91) days — to the position held by the employee had he or she remained continuously employed, so long as the employee is qualified or can become qualified after reasonable efforts; or if the employee cannot become qualified, in the position the employee was employed on the date of the commencement of the military leave.

Military service of ninety-one (91) or more consecutive days — the same as above or a position of like seniority, status and pay so long as the employee is qualified; or if the employee cannot become qualified, in the position the employee was employed on the date of the commencement of the military service or a position which nearly approximates that position.

Seniority

The employee's seniority based on length of service will accrue as if he/she had been on the job working during the period(s) of military service.

Health Insurance upon Return to Work

Upon the employee's return to work, the Town will reinstate the employee's health care coverage immediately with no waiting periods and no conditions. All other benefits as provided by the appropriate collective bargaining agreement and the Towns' policies will be reinstated for the employee upon reemployment.

Deferred Compensation upon Return to Work

The employee, pursuant to USERRA, will have a period of time to make up "missed" contributions to the Town's 401a and 457 plans. The Town will make up the appropriate match throughout this re-payment period. Under USERRA, that period must be equal to at least three (3) times the period of the employee's uniformed service. The entire repayment period may not exceed five (5) years.

Inactive Duty - Military Training

The employee shall receive regular pay less 1/30th of his or her monthly active-duty military pay for each day the employee is required to be absent from a scheduled workday to attend inactive duty training or annual military training up to a maximum of thirty (30) scheduled workdays per calendar year. It shall be the responsibility of the employee to provide Human Resources with valid documentation of his/her current rank and years of military service (military pay grade and service step). Payroll will determine active-duty military pay based upon this information.

Questions concerning this policy or military leave in general should be directed to Human Resources.

7.6. NURSING MOTHERS IN THE WORKPLACE

The Town provides a supportive environment to enable breastfeeding employees to express their milk during work hours.

Time for Expressing Milk

Breastfeeding employees are allowed to express milk during work hours using their normal breaks and mealtimes. For time that may be needed beyond the usual break times, employees may use personal, or vacation leave or may make up the time as determined by their supervisor.

Locations

A private room shall be available for employees to express milk. If employees prefer, they may also express milk in their own private offices, or in other comfortable locations agreed upon in consultation with Human Resources.

Locations include:

- Town Hall: HR Conference Room - 2nd Floor
- Any other Town location: Please consult with Human Resources

Storage of Expressed Milk

Expressed milk may be stored in general Town employee only refrigerators/freezers. Employees wishing to store their expressed milk in general Town employee only refrigerators/freezers must clearly label their expressed milk.

7.7. PERSONAL DAYS

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Non-Union, Non-Seasonal, Full-Time Employees

All non-union employees shall be allotted Personal days each fiscal year, Personal days may be used at the employee’s discretion and the requested use of such time must be approved by the employee’s supervisor.

Amount of Time Used

Employees may use personal time in one-hour increments.

Notice

Employees shall provide their supervisor with at least forty-eight (48) hours’ notice of intent to use such personal time, absent exigent circumstances.

Accrual, Carryover & Notice

Personal days shall not accrue, nor carry-over from one fiscal year to the next, nor count towards any retirement or separation remuneration or pay-out.

New Hires

For new hires, Personal days shall be allotted based on the date of hire and per the schedule below:

Date of Hire	Personal Time Earned
July 1 – September 30	3 Workdays
October 1 – December 31	2 Workdays
January 1 – March 31	1 Workday
April 1 – June 30	0 Workdays

7.8. SICK LEAVE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Non-Union, Non-Seasonal, Full-Time Employee Accrual & Buyback

Employees will accrue sick time at a rate of one (1) workday per month. Such sick leave may be accumulated to a maximum of a total of one hundred (100) workdays as of June 30 of each year. Upon separation of employment, 1/3 of unused accrued sick leave will be paid at the employee's current rate of pay at the time of separation of employment.

Certain administrative staff members who were currently receiving twelve (12) weeks of sick leave were eligible to enroll in TDI effective July 1, 2022, due to the deletion of this accrual. This was only a one-time option and will not be offered again as it does not change the current policy of TDI enrollment at hire only. In addition, those administrative staff employees only may carry over the balance of the amount accrued, due to the twelve (12) weeks, into the following fiscal year and thereafter until the balance is zero (0).

Use for Family Member

Sick leave is to be used for the employee's own personal illness. However, each fiscal year, an employee may use up to a total of five (5) sick days, of the employee's accrued leave, for an eligible family member. Eligible family members are defined as spouse, domestic partner, child, or parent.

Absence for Three (3) Consecutive Days

If an employee is absent for medical reasons, for more than three (3) consecutive workdays, the employee will be required to provide a doctor's note confirming his/her suitability to return to work. In addition, supervisors must notify Human Resources when an employee is out for three (3) consecutive workdays or more.

Pattern of Sick Leave

If it is determined there is a pattern of sick leave abuse, the Town reserves the right to require a doctor's note for each absence an employee is out. The following list are indicative of patterns of sick leave abuse and are not all-inclusive, and will be reviewed on a case-by-case basis:

- More than three (3) consecutive sick days of non-protected leave.
- Non-protected leave usage primarily on Mondays/Fridays or before or after a holiday.
- Non-protected leave of more than six (6) days in any three-month period.

Non-protected leave is defined as sick leave not covered under FMLA, Worker's Compensation or Injury on Duty (IOD).

Sick Leave Incentive Benefit

Employees shall be eligible to earn a maximum of five (5) incentive days off with pay during each fiscal year.

Eligibility

Full-time employees, actively at work, who do not use any sick leave, for any reason, (including FMLA) during any one of the quarters below are eligible to earn incentive days:

- July 1 - September 30
- October 1 - December 31
- January 1 - March 31
- April 1 - June 30

Active employment shall include paid vacation time, jury duty, and bereavement leave only.

Amount of Incentive Days

One (1) incentive day will be granted for each of the above quarters, up to a total of four (4) incentive days per fiscal year.

If the employee earns less than four (4) incentive days in said fiscal year, he/she will NOT be granted an additional fifth (5) incentive day.

Employees will be granted an additional fifth (5) incentive day if the employee earns all four (4) incentive days in said fiscal year, regardless of use of said incentive time.

If the employee earns all four (4) incentive days in said fiscal year, *and does not use any of said incentive time*, they are given an additional option. These employees will have the option of carrying over all five (5) unused incentive days into the new fiscal year OR to be paid at the employee's regular rate of pay for all five (5) said incentive days the end of said fiscal year. This pay-out will occur in the new fiscal year BUT at the employee's regular rate of pay in effect as of June 30th of the fiscal year in which the incentive days were earned. If the employee chooses to be paid out, this money will be considered taxable income and will be taxed accordingly.

Amount of Time Used

Employees may use incentive time in one-hour increments.

Notice

An employee may request approval for the use of the incentive day, with a minimum of four (4) hours' notice, to his/her supervisor absent exigent circumstances.

Carry-Over/Separation of Employment

Any unused balance will be paid at the employee's regular rate of pay, at separation of employment. Any unused balance at the end of said fiscal year will be carried over into the next fiscal year. An employee may not carry over more than thirty (30) incentive days each fiscal year. If an employee has earned more than thirty (30) incentive days total, the employee will be paid, at his/her regular rate of pay, for each day earned over thirty (30) days.

7.9. VACATION

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town recognizes the importance of time off from work to relax, spending time with family, and enjoying leisure activities.

Hired PRIOR to 1/1/2001 – Non-Union, Non-Seasonal Employees

All non-union, non-seasonal employees hired **prior to 1/1/2001** shall be entitled to the following vacations accrual based upon anniversary date of employment with the Town:

Years of Service	Annual Vacation Time Earned
Completion of 15-23	25 Workdays
Completion of 24+	30 Workdays

Hired AFTER 1/1/2001 - Non-Union, Non-Seasonal, Non-Management Employees

All non-union, non-seasonal, non-management employees shall be entitled to the following vacation accrual based upon anniversary date:

Years of Service	Annual Vacation Time Earned
Completion of 1	10 Workdays
Completion of 2-9	15 Workdays
Completion of 10-14	20 Workdays
Completion of 15+	25 Workdays

Hired ON OR AFTER 1/1/2001 - Non-Union, Non-Seasonal, Management and Supervisors (supervises and manages employees) & Certain Exempt Employees

All non-union, non-seasonal, management and certain exempt shall be entitled to the following vacation accrual based upon anniversary date:

Years of Service	Annual Vacation Time Earned
Completion of 1	15 Workdays
Completion of 2-14	20 Workdays
Completion of 15+	25 Workday

Certain Exempt Employees - those who received twelve (12) weeks sick leave prior to July 1, 2022.

The definition of Manager and Supervisor is as follows and is confirmed by Human Resources and the Town Manager.

Manager - is responsible for the overall management at a higher level in the organization than supervisors and has a higher level of authority. Managers’ report to Department Directors.

Supervisor - is responsible for overseeing the day-to-day tasks and activities of assigned employees. Supervisors' decision-making authority is limited to directing the work of employees to achieve the goals as established by their managers. Supervisors, based on their performance, may be promoted into manager-level roles which would be considered a promotion.

An employee can refer to his/her job description which will state whether the position is a Manager or Supervisor.

Hired AFTER 1/1/2001 – Department Directors

Employees shall be entitled to the following vacation accrual based upon anniversary date.

Years of Service	Annual Vacation Time Earned
Completion of 0-8	20 Workdays
Completion of 9+	25 Workdays

Amount of Time Used

Employees may use vacation time in one-hour increments.

Notice

An employee may request approval for the use of vacation time, with a minimum of four (4) hours' notice, to his/her supervisor, absent exigent circumstances.

Accrual & Carryover

Employee vacation time shall accrue bi-weekly based on length of employment. All employees are allowed to carry over an equivalent of three (3) year's vacation accruals, based on a fiscal year.

Part-Time, Non-Seasonal, Employees

For part-time personnel who are hired to work more than twenty (20) hours a week, vacation leave accrual is earned on a *pro rata* basis.

Annual Vacation Buy-Back

Once during a fiscal year, employees may elect to sell back, to the Town, a maximum of two (2) weeks of accrued vacation. To be eligible, employees must have a minimum of two (2) weeks of vacation accruals in their vacation bank after the buyback. Vacation sellback must be in whole week increments, with a maximum of two (2) weeks being sold back. The buyback check will be distributed to employees by the second pay period following the request.

Payment upon Employee Separation

The Town complies with §28-14-4 of the Rhode Island General Law in relation to accrued vacation payouts. Whenever an employee separates employment, after one (1) year of service, any accrued and unused vacation will become wages and payable in full or on a prorated basis with all other wages due.

CHAPTER 8 - BENEFITS & COMPENSATION

8.1. COMPENSATION PHILOSOPHY

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town of Westerly is committed to help attract, motivate, and retain top-level talent necessary to deliver sustained, high performance to the citizens we serve. We observe the following principles:

1. Strive to provide compensation programs that support the strategic goals of Town Council, are competitive with external markets, and are internally equitable.
2. Balance addressing the need to attract talent from various industries, while simultaneously recognizing the public sector, municipal government environment we work in when designing its pay practices.
3. In all instances, for benchmark jobs, information for an assessment of pay competitiveness will be ascertained through reliably published and/or researched compensation data.
4. Administer compensation programs in a manner that is consistent, fair, and free of discrimination.
5. If an average salary falls below market averages to the extent that attracting and retaining qualified employees may be jeopardized, the Town will propose action necessary to align the position within the competitive marketplace for implementation in the next fiscal year or sooner, if financially feasible.

Nothing in this compensation philosophy statement should be construed as a required benefit in the event that the Town experiences a decline in revenue growth lower than the projected increase in expenses. "Revenue" is currently defined as the two largest components of operating revenue: the real property tax base and the projected total personal property tax base. As with all budget decisions, merit increase, market rate adjustments, and funds for other employee benefits are subject to annual appropriation.

Wage Increases

Wage increases shall be implemented in accordance with all relevant Town ordinances. An employee who performs the duties and responsibilities of his/her position in an outstanding manner and deserves recognition for unusual acts of value to the Town beyond those regularly related to the employee's work may be considered for a pay or other incentive recognition, provided the funds are available.

8.2. EDUCATIONAL ASSISTANCE PROGRAM UNDER SECTION 127

The Town offers an eligible educational assistance program to non-probational, non-seasonal, full-time, and part-time employees, under Section 127 of the Internal Revenue Code (IRC 127), which covers employer-provided education assistance programs. Under IRC 127 an employer may exclude qualified expense from an employee's gross income, up to a maximum dollar

amount per calendar year. This program is for the exclusive benefit of employees of the Town to provide such employees with educational assistance.

The purpose of the education assistance program is to broaden the knowledge of employees in their fields and/or to provide an avenue for career development. The Human Resources Department will administer the program and review all reimbursement applications. This program is contingent upon annual appropriation of funds and is subject to change at any time.

8.3. EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Town is committed to the preservation of the well-being of its employees. The Town recognizes that a wide range of problems, not always directly associated with one's job function, can have an effect on an employee's job performance. Through early intervention many of these problems can be resolved and the potential impact on job performance and an employee's general health minimized. Towards that end, the Employee Assistance Program (EAP) has been established to provide professional expertise for the benefit of employees and their family members when dealing with problems of a personal/professional nature. The program is available to all full-time, non-seasonal employees and their dependents as well as all non-seasonal, part-time employees who work at least thirty (30) hours per week. All aspects of the Town's EAP service system will operate within the federal Health Insurance Portability and Accountability Act (HIPAA) guidelines regarding all aspects of case management.

Available Services

Eligible employees are encouraged to use the program on a self-referral basis for a wide range of personal problems including but not limited to: substance abuse, marriage and family concerns, stress induced issues, emotional or psychological concerns, interpersonal/relationship matters, and/or legal and financial issues. Participation in the Town's Employee Assistance Program will not negatively impact on an employee's position or employment reputation in the worksite. Since employee work performance can be affected by the problems of their spouse or other dependents, the program is available to families of employees as well. Assessment, short-term counseling, referral, and case management services are provided to eligible employees at no charge. When referral is made for care outside the established EAP network, costs associated with such services are the employee's responsibility. In most instances the employee's health insurance plan will cover such treatment. Employees should review the health care plan document to determine any conditions and limitations in relationship to EAP services.

Confidentiality

Employee Assistance Program services are confidential. No information about the use of these services will be released without written consent, except as required by law. The EAP, however, only requires verbal permission from the employer when the communication involves contact with treatment professionals to facilitate employee care for cases other than alcohol and drugs.

In the majority of circumstances, the use of the services of the EAP is voluntary. It is the employee's responsibility to follow the recommendations of the EAP counselor. The responsibility to correct any problem situation(s) remains with the employee.

8.4. MEDICAL, DENTAL, & VISION INSURANCE

Eligibility for Non-Union, Non-Seasonal Employees

The Town will offer medical and dental insurance to non-union, non-seasonal, full-time employees. Part-time non-union, non-seasonal employees, who work at least thirty (30) hours per week **but less than forty (40) hours per week** will be required to contribute 50% of total annual cost if coverage is elected. New hires are eligible on the first of the month following the date of hire.

Coverage & Cost

Details and costs can be obtained from Human Resources or on the Town's Human Resources website.

Change in Status – Qualifying Life Event

Changes in family status must be submitted in writing within thirty (30) calendar days of the event to Human Resources. Changes in status due to a qualifying life event such as a birth, death, marriage, divorce, adoption, etc., will require notification and supporting documentation to be submitted to Human Resources.

Health Savings Account

Should the Town make a contribution to an employee's HSA in connection with the employee's enrollment into a HDHP, the amount will be prorated for employees enrolling after the start of the plan year based on the number of months remaining in the plan year at the time of enrollment. For example, if an employee enrolls in the HDHP in January, they will only receive 50% of the Town's contribution to the H.S.A if the Plan year is July 1, - June 30.

Health Insurance Buy Back Option

Non-union, non-seasonal employees who work thirty (30) hours or more, but less than forty (40) hours, and do not opt for medical or dental coverage (must not be enrolled in either the Town's medical or dental insurance plan) shall receive, in lieu of that coverage, \$2,000 per fiscal year. Non-union, non-seasonal employees who work forty (40) hours or more, and do not opt for medical or dental coverage (must not be enrolled in either the Town's medical or dental insurance plan) shall receive, in lieu of that coverage, \$5,000 per fiscal year. Proof of other insurance coverage may be requested in order to be eligible for this benefit and be submitted before each cash option disbursement.

In situations where both spouses work for the Town, School, or are eligible for Town benefits through retirement etc. and one spouse elects' family coverage, the other spouse will not be eligible for this buy back option unless the employee was receiving the buyback on June 30, 2019.

Payment of Buy Back Option

Payment of the cash option will occur twice a year, with the first payment in July, and the second payment in December.

Union Employees

Details of health insurance benefits, to include the cash option policy, are outlined in their collective bargaining agreement, and can also be found on the Town's Human Resources website.

8.5. WELLNESS INCENTIVE/PROGRAM

Human Resources will be responsible for developing and implementing a wellness program for staff. Employees who participate in the program, as managed by Human Resources are eligible to receive a wellness incentive.

8.6. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

In compliance with the Health Insurance Portability and Accountability Act, the Town has a procedure in place that addresses the privacy of and access to an employee’s Protected Health Information (PHI).

Disclosure of Private Health Information

The Town’s employees and their dependents who participate in our group health plan are advised that PHI may be disclosed to others for the purpose of facilitating coverage in a group health plan, facilitating payment for treatment and services that you or your covered dependents receive.

The group health plan may use or disclose an employee’s health information for any of the following reasons: Workers Compensation, Health & Safety, healthcare operations or decedents. The Town reserves the right to use or discuss PHI for the purpose of a determination, upon the request of the employee, for FMLA.

Employee Request for Health Information

An employee has the right to request a copy of their health record as provided for in 45C.F.R.164.524 as well as request a restriction on uses and disclosures of their PHI as provided by 45C.F.R.164.522, however, the group health plans are not required to agree to a requested restriction.

An employee may request that their health record be amended as provided in 45C.F.R.164.526 and may receive an accounting of disclosures made of their PHI according to 45C.F.R.164.528.

Complaints

An employee has the right to direct any complaints regard violation of Protected Health Information (PHI) to the Group Health Plan or Secretary of the Department of Health and Human Services.

Privacy Officer

The Town’s designated Privacy Officer is the Director of Human Resources. If employees have any questions regarding HIPAA, please direct questions to:

The Town of Westerly
Director of Human Resources
45 Broad Street
Westerly, RI 02891
401-348-2525

8.7. LIFE INSURANCE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town will provide a \$100,000 life insurance/accidental death and dismemberment policy to all non-union, non-seasonal, full-time employees.

Beneficiary Changes/Supplemental Life

Beneficiary change forms can be obtained from Human Resources. Employees may elect to purchase supplemental life insurance for themselves or certain family members which may be subject to proof of eligibility of insurance, if not elected at the time of initial employment.

8.8. DISABILITY INSURANCE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Long-Term

All non-union, non-seasonal, full-time employees will be covered in a long-term disability (LTD) plan paid for by the Town. LTD may be used for illness or injury, other than Worker's Compensation.

Short-Term

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

All non-union, non-seasonal employees have the option of being enrolled in the State of Rhode Island Temporary Disability Program at the employee's expense. Employees must elect to enroll in TDI at the beginning of their employment only and must remain enrolled for the duration of their employment.

8.9. PENSION/RETIREMENT PLAN

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Full-time, non-union, non-seasonal employees shall be eligible to enter into a 401A, designated by the Town Manager and the Town Council. The Town's contribution is 10% of gross pay with a mandatory employee contribution of 6% of gross pay. The Town's 401A contribution is made solely only the employee's regular salary and not made based on overtime, bonuses, or termination payments such as unused accrued paid time off.

8.10. TUITION REIMBURSEMENT

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

This program is available to employees who wish to voluntarily pursue educational advancement or training.

Employer Required Courses/Training

This program **does not** apply to courses or training that are required by the Town. It also **does not** cover professional licensing and professional development seminars. Any course, training, licensing, or certification that is required by the Town, or other applicable law, will be covered by budgeted professional development/training funds within each department.

Eligibility

All non-probationary, non-seasonal, non-union, full-time employees are eligible for the tuition reimbursement assistance.

First-Come, First-Serve

The program is run on a first-come, first-serve basis, and reimbursement is contingent upon funds being available. The Human Resources Department will be responsible for managing the Tuition Reimbursement account and will notify participating employees of the fund balance availability.

When Courses can be taken

All courses reimbursed under this program must be taken on the employee's own time. If a class is only available during an employee's normal work hours, the employee may request a flexible schedule from the employee's Department Director. A memorandum outlining the employee's flexible work schedule must be signed by the employee, approved by the Department Director and forwarded to Human Resources with the completed Tuition Reimbursement Program Application. When there is a conflict between classes and the employee's job responsibilities the job responsibilities must come first.

How to Apply

1. Obtain a tuition reimbursement application packet online at www.westerlyri.gov/HR.
2. Complete the tuition reimbursement application packet form and obtain the required approvals.
3. Attach a copy of the tuition receipt, a copy of the school's current tuition schedule, and your current class schedule to the application.
4. The completed application form and all required attachments must be submitted to Human Resources within five (5) days before the class start date. Incomplete and late applications will not be approved.
5. The request will be approved or denied by Human Resources and a memo will be sent with notification of the status of the request within fifteen (15) days of receipt of the application.
6. To be considered for reimbursement, the employee must submit an official grade report within twenty (20) days of the last day of class. Alternate methods of grade verification may be submitted along with the Grade Verification form.
7. The Tuition Reimbursement Service Agreement must be signed before any reimbursement is made.

It is the employee's responsibility to complete all of the required forms and to provide all information necessary for each application. It is also the employee's responsibility to submit this information in a timely manner to receive consideration.

The Town will not pay for the cost of tuition and mandatory fees which are paid by other sources, such as scholarships, grants, veterans programs, U.S. Military Reserve, aid programs or other subsidies.

Paying overtime to the employee, or to another employee, in order to accommodate courses is not permitted for the purposes of this program.

Grade Requirement

Employees must attain a course grade equivalent to a “C” or better (“pass” in pass/fail) in each undergraduate course to be eligible for reimbursement. Graduate classes will be reimbursed provided the employee attains a course grade that results in full credit for the course.

Reimbursement Amounts

Participating employees will be eligible for up to a maximum of \$2,000.00 reimbursement during the fiscal year.

Reimbursable Expenses

Fees for tuition and mandatory fees are eligible for reimbursement under this program. Employees will be required to provide a line-item (detailed) receipt of fees paid. Supplies, books, travel, late fees, property deposits or other expenses are not eligible expenses.

Timing of Reimbursement

This is a reimbursement program, which requires participating employees to pay for classes up-front themselves, and reimbursement will only be provided after submitting final grade reports to Human Resources for approval and review.

Payment from other Sources

The Town will not pay for the cost of tuition and mandatory fees which are paid by other sources, such as scholarships, grants, veterans programs, U.S. Military Reserve, aid programs or other subsidies.

Payment of Overtime

Paying overtime to the employee, or to another employee, in order to accommodate courses is not permitted for the purposes of this program.

Eligible Courses

Coursework in pursuit of a Vocational, Associate, Bachelor, or Master’s degree is eligible under this program. Courses must be applicable to advancement within the Town, which includes coursework that will further advance the employee in their current career path, or another approved career path in the Town.

Eligible Schools

Courses must be held at institutions that are accredited by the U.S. Department of Education’s Office of Post-Secondary Education (OPE). To verify if an institution is accredited, employees can access the U.S. Department of Education’s Database of Accredited Postsecondary Institutions and Programs at <https://ope.ed.gov/accreditation/>

Tuition Reimbursement Service Agreement

Requirements for continued service with the Town after course completion are an assurance that the Town will benefit from employee participation in this program.

Requirements

A two (2) year service requirement begins on the first reimbursement check date. A separate two (2) year service requirement must be completed for each reimbursement payment made to the employee. If the service requirement is not completed, the debt will be paid in one of the following ways:

1. If the employee has worked less than one (1) year of the service requirement, the employee will repay the Town the full amount of the reimbursement payment made to the employee.
2. If the employee has worked at least one (1) year, but less than two (2) years of the service requirement, the employee will repay to the Town 50% of the amount of the reimbursement payment made to the employee.

A service requirement is not an assurance of continued employment by the Town.

Leaving Employment

If an employee leaves Town employment for any reason before the service requirement is completed, the employee must pay the Town all or part of the tuition that was paid to the employee.

If separation of service or termination of employment occurs (voluntary or involuntary) and a repayment amount is owed by the employee, and the employee does not otherwise repay the amount, the employee agrees to have the repayment amount deducted from the employee's paychecks that are issued after the termination decision occurs, up to the maximum amount applicable by law.

8.11. TRAINING

The Department Director is responsible for training and developing subordinate employees in job related skills and appropriate workplace behavior.

Human Resources Responsibilities

The Director of Human Resources will recommend ongoing professional training and development programs for all members of the Town workforce. In addition, Human Resources will coordinate, conduct, and facilitate internal training programs on all human resource management regulatory and compliance matters. All Town training and development programs will be offered in support of the Town's organizational and business goals and will support the short- and long-term succession planning of the entire organization, subject to funding.

8.12. TRAVEL POLICY

The Town of Westerly employees may periodically travel on behalf of the town or in furtherance of its professional development mission. The intent of this policy is to help facilitate that travel and is designed to be fair and equitable to both the traveler and the town. It applies to all town-sponsored travel regardless of the funding source. To be reimbursable, all expenses incurred must

be necessary to the business of the town and in compliance with IRS, state and/or granting agency regulations and represent a reasonable and appropriate use of the town funds.

The Town's travel policy is outlined in general terms and is not intended to cover every possible situation or scenario that may arise. In all matters, travelers are representing the Town and should act in an ethical, practical, and fiscally responsible manner.

Timeline for Requests

All travel requests should be submitted to the Town Manager or his/her designee for approval at least thirty (30) days prior to travel. At the Town Manager's discretion, approval may be given when requests are submitted within the 30-day requirement.

Transportation

Transportation shall be by a common carrier and includes air, rail, bus, and vehicle. Air and rail transportation accommodations must be reserved utilizing the most economical fares. The traveler's copy of the ticket must be attached to the reimbursement form.

The Town will pay fee/charges assessed by carriers for a change in travel arrangements if the reason is a business-related emergency and will pay fee/charges assessed for re-issuance for an airline ticket if the re-issuance is business-related.

Personally Owned Vehicles

Personally owned vehicles may be used for travel when is it economical to the town and with prior approval by the employees' direct supervisor. Reimbursement will be made in the basis of miles traveled at the current mileage rate per the IRS.

Meal Allowance

Meal Allowances for Town employees, who engaged in approved travel, will be reimbursed for meals not to exceed \$50.00 per day. This is not a daily allotment; it is a reimbursable allowance. A detailed receipt is required for reimbursement. **Alcoholic** beverages and meals provided as part of the registration/conference fee or provided free-of-charge by a hotel are not reimbursable.

Miscellaneous Expenses

The use of an automobile rental will be allowed when economically feasible and/or necessary for travel. Other means of public transportation should be considered if feasible. Parking, toll expense, public transportation fares and rental gas refills are reimbursable. The traveler must provide detailed receipt(s) for reimbursement.

Expense Reimbursement

The traveler must submit the Town Travel Reimbursement Request form or the Mileage Log and Expense Reimbursement form with detailed receipts to receive full reimbursement.

8.13. WORKER'S COMPENSATION

(All Employees except Sworn Police Officers)

All employees except sworn police officers, are covered by workers' compensation insurance, which compensates an employee for lost time, medical expenses and loss of life or dismemberment from an injury arising out of or in the course of work.

How to Report

A work-related injury or illness, no matter how slight, must be reported immediately to an employee's supervisor, who will work with the employee to complete an Injury/Incident Report Form. The completed form must be delivered to and/or faxed to Human Resources for processing within twenty-four (24) hours of an injury/illness. Human Resources reserves the right to request satisfactory medical evidence to support the report of an injury or illness.

Waiting Period & Salary

Worker's compensation salary reimbursement begins after three (3) calendar days of lost time. During the three-day waiting period, which may be paid with deductions from sick or vacation time, the employee will be paid their regular salary. After the three-day waiting period, if an employee is still unable to report to work, worker's compensation will begin making payments to the employee as stated in RI General Laws.

An employee injured on the job during the workday will be paid for his/her remaining regularly scheduled shift.

Continuation of Benefits

The Town will invoice a covered employee for his/her health, dental and/or life insurance payroll deductions, on a monthly basis, if the employee is out of work for a job-related injury more than thirty (30) days. The employee is required to pay the monthly invoices to maintain his/her medical, dental and/or supplemental life coverages.

Employer and Employee contributions to a retirement account or pension during an unpaid leave due to a job-related injury will be determined by the employment status. Non-union, non-seasonal employees will receive the employer contribution into their 401(a) accounts when they return to work if they make their contributions as stated in the plan document.

Coordination with FMLA

If an employee is not able to work due to a work-related injury or illness, the worker's compensation leave will also be designated as FMLA leave.

Light Duty

Light duty is usually limited to employees who have a duty-related injury and will not usually exceed six (6) months. In some circumstances, the Town, in its sole discretion, may permit employees who are injured off duty to work in a light duty position.

Physician Certification Required

To be considered for light duty, the employee must present written correspondence from his/her physician after each examination, stating the following:

1. Acknowledgement by the physician that they read the position description.
2. Exact nature of the work that the employee can and cannot perform. This should include specific duties, range of motion restrictions, weight limitations, etc.
3. Date of the next scheduled re-examination to determine any change in the employee's physical status.
4. Estimated full duty release date.

Off Duty Injury

If an employee has an off-duty injury and wants to return to work in a light duty role, the employee should direct their request to Human Resources. This will be considered on a case-by-case basis, giving primary consideration to the Town's policy regarding accommodations under the ADA, the operational needs of the Town, and the ability of the employee to return to a full-duty assignment. Under most circumstances, if light duty is allowed for an off-duty injury or ailment, the assignment may not exceed thirty (30) calendar days in a rolling year, and the employee must provide written documentation from their doctor stating that they reasonably expect the employee to return to full duty upon completion of the light duty period. If multiple employees request light duty at the same time, to the extent work is available, as determined in the Town's discretion, priority will be given to employees recovering from an on-duty injury.

Coverage

All employees who have sustained injuries in the performance of their duties and fall under either worker's compensation or injury on duty statutes.

Return to Work Program (RTW)

The Town's Return to Work (RTW) Program enables an injured employees' return to their original job with modifications, when possible, or suitable alternative positions until capable of performing their original full duties.

Human Resources will work with injured employees and the Town's third-party administrator to manage the return-to-work program.

Wages

Employees who return to work either fully, or partially, will be paid their regular wages and will be taxed on those earnings. Employees who return to work partially will have a combination of regular wages and worker's compensation or injury pay.

Right to Reinstatement to Position

In accordance with RIGL, Title 28, Chapter 28, Section 28-33-47 (vi) of the RI Worker's Compensation Law, (Reinstatement of injured worker), an employee's right to reinstatement can terminate as stated below:

8. The right to reinstatement to the worker's former position under this section terminates upon any of the following:

(vi) "The expiration of thirty (30) days after the employee reaches maximum medical improvement or concludes or ceases to participate in an approved program of rehabilitation, or one (1) year from the date of injury, whichever is sooner, provided, in the event a petition to establish liability for an injury is filed, but not decided within one (1)

year of the date of injury, within twenty-one (21) days from the first finding of liability. Notwithstanding the foregoing, where the employee is participating in an approved program of rehabilitation specifically designed to provide the employee with the ability to perform a job for which he or she would be eligible under subsection (a) of this section, the right of reinstatement shall terminate when the employee concludes or ceases to participate in the program or eighteen (18) months from the date of injury, whichever is sooner."

Per section 28-33-44 (a) Continuation of health insurance benefits outlined below, the Town will continue to make available employee medical benefits for one (1) year for which the employee will be responsible for making co-pays at least one (1) month in advance. Failure to do so will result in the termination of medical benefits. (A separate letter will be mailed detailing specifics). "No employer shall cancel but shall be obligated to continue to provide any employee's health insurance benefits for a period of two (2) years from the date of the employee's receiving weekly compensation benefits pursuant to a preliminary determination or a decision of the workers' compensation court, or the filing at the department of a memorandum of agreement or notice of direct payment for injuries occurring on or before February 28, 1986."

Sworn Police Officers

The Town's sworn police staff are covered by Rhode Island's **Injury on Duty** (IOD) program. This program compensates an employee for lost time and medical expenses from an injury arising out of or in the course of work.

How to Report

A work-related injury or illness, no matter how slight, must be reported immediately to an employee's supervisor, who will work with the employee to complete an Injury/Incident Report Form. The completed form must be delivered to and/or faxed to Human Resources-for processing within twenty-four (24) hours of an injury. Human Resources reserves the right to request satisfactory medical evidence to support the report of injury/illness.

Medical Care

In the event that medical care is necessary, employees are to use their Blue Cross Blue Shield of Rhode Island insurance card, if they have medical coverage through the Town. They are to inform the medical care providers that they are seeking medical care for an injury/illness on duty claim.

For employees who have not elected to take the Town's medical coverage, they should have received documentation in the mail from Blue Cross Blue Shield of Rhode Island with their IOD claim processing information. They are to present that information to the medical care provider at the time services are rendered or as soon as possible after receiving care.

Wages

Sworn police personnel who are deemed unable to perform the functions of their job, fully or partially, will be paid injury pay for their normally regularly scheduled shift for time away from work. Injury pay is fully exempt from tax as it is paid under a statute in the nature of a worker's compensation act.

ACKNOWLEDGEMENT OF RECEIPT OF THE EMPLOYEE HANDBOOK

I, the undersigned, have received a copy of the Town of Westerly Employee Handbook.

I agree that it is my responsibility to read this employee handbook and to bring any questions regarding its content, interpretation, or application to the attention of the Human Resources or the Town Manager.

I further understand that all Town of Westerly employees are hired on an at-will basis, unless stated otherwise, therefore each person’s employment is for no specific term. The employer reserves the right to terminate the relationship at any time and nothing in the employee handbook should be construed as a contract or guarantee of continued employment.

Print Name:

Employee’s Signature:

Date: _____