

TOWN OF LEWISTON

EMPLOYEE HANDBOOK

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Town of Lewiston Employee Handbook

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100 INTRODUCTION

101 Definitions

Town of Lewiston - For purposes of this Employee Handbook, the Town of Lewiston may be referred to as the "Town".

Town Board - For purposes of this Employee Handbook, "Town Board" will mean the Town Board of the Town of Lewiston.

Elected Official - For the purposes of this Employee Handbook, "Elected Official" will mean and refer to any of the following elected officials of the Town of Lewiston:

- Town Supervisor
- Town Board Members
- Town Justices
- Town Clerk
- Superintendent of Highways
- Receiver of Taxes and Assessments

Town Supervisor - For purposes of this Employee Handbook, "Town Supervisor" will mean and refer to the Town Supervisor of the Town of Lewiston.

Department Head - For purposes of this Employee Handbook, "Department Head" will mean the person in charge of any department or unit of the Town of Lewiston (e.g. Town Clerk, Superintendent of Highways, Receiver of Taxes, Town Judge, Chief of Police, and, for most other employees, Town Supervisor).

Supervisor - For purposes of this Employee Handbook, "supervisor" will mean the individual so designated by the Town Board to direct and inspect the performance of employees.

Employee - For the purposes of this Employee Handbook, "employee" will mean a person employed by the Town, including, but not limited to, an appointed official, an appointed member of a board or commission, Department Head, managerial employee, confidential employee, supervisory employee, provisional employee, probationary employee, temporary employee, seasonal employee, trainee, or student intern, but not an Elected Official or an independent contractor.

Civil Service Law – For purposes of this Employee Handbook, "Civil Service Law" shall mean the New York State Civil Service Law and shall include the rules of the Niagara County Civil Service Commission.

102 The Purpose of this Employee Handbook

Statement of Purpose – The purpose of this employee handbook is to communicate important information about many of the Town's personnel policies that affect employment and guide daily operations. It is extremely important that each employee understand the policies that relate to rules, regulations, procedures, practices, work standards, employment classifications, compensation, and benefits. **This Employee Handbook is not a contract of employment, express or implied, and should not be construed as such.** That is, employment can be terminated at any time at the will of either the Town or the employee, subject only to such procedural requirements as may be specified pursuant to New York State Civil Service Law, Town Law, or any other applicable law, rule, or regulation.

Unless otherwise required by law, the provisions of this Employee Handbook are for Town use only and do not apply in any criminal or civil proceeding. The Employee Handbook provisions shall not be construed as a creation of higher legal standard of safety or care. Notwithstanding the above, a violation of an Employee Handbook provision may form the basis for administrative action by the Town and any subsequent judicial proceeding.

Previous Employee Handbook - Unless otherwise notified, this Employee Handbook supersedes and replaces any previous employee handbook issued by the Town concerning all policies contained herein.

Employee Responsibility - The Employee Handbook answers many questions about employment with the Town. Each employee is therefore expected to read, understand, and comply with all provisions of this employee handbook and to retain it for future reference.

Collective Bargaining Agreements - In the event an expressed and explicit provision set forth in a collective bargaining agreement between the Town of Lewiston and an employee organization as defined by the Public Employees' Fair Employment Act (Taylor Law) should conflict with an employee benefit, personnel policy, personnel procedure, or other provision set forth in this Employee Handbook, the expressed and explicit provision of the collective bargaining agreement will control. Otherwise, unless expressly excluded herein, this Employee Handbook will be applicable to all employees.

Questions - Any questions regarding any topic covered in this Employee Handbook should be directed to the Town Supervisor's office.

103 Changes or Modifications

Rights of the Town Board - The Town Board reserves the rights to interpret, change, modify, or eliminate any provision contained in this Employee Handbook.

Governmental Actions - This Employee Handbook is subject to alteration by resolutions of the Town Board or changes in federal, state or local statutes, rules, or regulations.

Statutes, Laws and Ordinances –In the event a federal or state statute or a Town Law or ordinance should conflict with any provision contained in this Employee Handbook, then such statute, law or ordinance will prevail.

200 EMPLOYEE CLASSIFICATIONS

The definition provided for each of these terms applies only within the context of this Employee Handbook. The meaning and use of these terms or similar terms may be different in the context of Civil Service Rules.

201 Full-Time Employees

Clerical / Administrative - For purposes of this Employee Handbook, the term “full-time employee” will mean an employee in a clerical position or an administrative position who is regularly scheduled to work a minimum of thirty-seven and one-half hours per week.

Labor-Intensive / Public Safety - For purposes of this Employee Handbook, the term “full-time employee” will mean an employee in a labor intensive position or a public safety position who is regularly scheduled to work a minimum of forty hours per week. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the definition of full-time employee.*

202 Part-Time Employees

Clerical / Administrative – For purposes of this Employee Handbook, the term “part-time employee” will mean an employee who earns less than 50% of the wages than that of a full-time employee in that position, per Civil Service regulations. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the definition of part-time employee.*

203 Temporary Employees

For purposes of this Employee Handbook, the term “temporary employee” will mean an employee who is employed on an interim or “as needed” basis (including someone who is replacing another employee on an approved leave of absence) or who is employed to work on a special or emergency basis for a specified period, consistent with the Civil Service Law as applicable.

204 Seasonal Employees

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

205 FLSA Non-Covered Employees

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

206 FLSA Exempt Employees

For purposes of this Employee Handbook, “FLSA exempt employee” will mean a covered employee who qualifies for an exemption from the minimum wage and overtime provisions of the Fair Labor Standards Act. In accordance with such regulations, an exempt employee is not eligible for overtime compensation. The five categories of exempt employees are executive, professional, administrative, highly skilled computer-related employee, and outside salesperson. To qualify for one of these exemptions, an employee must meet certain tests relating to job duties, responsibilities, and salary.

207 FLSA Non-Exempt Employees

For purposes of this Employee Handbook, the term “FLSA non-exempt employee” will mean a covered employee who is subject to the minimum wage and overtime provisions of the Fair Labor Standards Act. In accordance with such regulations, a non-exempt employee is paid a wage of not less than the New York State minimum wage and overtime compensation when more than forty hours are worked during the established workweek.

300 THE CIVIL SERVICE SYSTEM

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

301 The Unclassified and Classified Services

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

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

- **Exempt** - those positions, other than unskilled labor positions, for which competitive or non-competitive examinations or other qualification requirements are not practicable (Civil Service Law, Section 41);
- **Competitive** - those positions for which it is practicable to determine merit and fitness by competitive examination;
- **Non-Competitive** - those positions not in the exempt class or the labor class for which it is not practicable to determine merit and fitness by competitive examination, but rather by a review of training and experience; and,
- **Labor** – unskilled labor positions, except those positions that can be examined for competitively.

302 Civil Service Appointments

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

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

303 Examinations and Promotions

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

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

304 Veteran's Credits

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

400 EMPLOYMENT MATTERS

401 Oath of Office

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

Filing of Oath – The Oath of Office is in filed in the Town Clerk's Office within thirty calendar days of commencement of the term of office.

402 Procedure for Filling Vacancies

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

Identifying Vacancies - Each Department Head must notify the Town Supervisor promptly of an actual or projected vacancy. The Town Board will determine if the vacancy is to be filled; whether the position is to be filled as a full-time, part-time, temporary, or seasonal position; assure that Town procedures are followed; and, determine if the position is funded. The Department Head will prepare a position vacancy announcement outlining the duties and responsibilities, position requirements, qualifications, and the time, place and manner for making application.

Notification of Vacancies – The position vacancy announcement will be posted on official bulletin boards or other conspicuous places for ten business days. Applications from current employees will be accepted and considered unless the announcement of the vacancy specifies otherwise. Position vacancies may also be the subject of outside recruiting, newspaper advertising, or such other means as the Town Board deems reasonable and appropriate to create a pool of applicants from which selection may be made. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement in reference to notification of vacancies.*

Employment Applications - The Town relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Town's exclusion of the individual from further consideration for employment or disqualification if the conduct is discovered after employment commences.

Employment Reference and Background Checks - To ensure that individuals who are employed by the Town are well qualified and have a strong potential to be productive and successful, it is the policy of the Town to check the employment references of final applicants. Applicants will be required to complete a hold harmless statement in order for the Town to conduct appropriate background checks.

Appointment to Vacancies - Unless otherwise specified in Civil Service Law or state or local law, the Town Board will have the authority to appoint individuals to fill vacancies. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement in reference to the appointment to vacancies.*

403 Residency Requirements

Policy Statement - All employees of the Town of Lewiston must be residents of the Town. Employees of the Lewiston Master Sewer Improvement Area/Water Pollution Control Center are required, as a condition of employment with the Town of Lewiston, to have their place of abode either in the Town of Lewiston or the Master Sewer Improvement Area, which includes a portion of the Town of Porter, for the life of their employment, except any employee employed by the Town who, prior to January 1, 1993 did not reside within the limits of the Town of Lewiston or the Master Sewer Improvement Area, may continue to reside outside the limits specified so long as the employee does not move to another residence. *An employee who is a member of the Water Pollution Control Center collective bargaining unit should refer to the collective bargaining agreement in reference to the residency requirement.*

New Employees - Any newly hired employee or employee changing job classifications must meet the above residency requirements within six months. Any new employee hired employed by or transferred to the Lewiston Master Sewer Improvement Area/Water Pollution Control Center must establish residency within the Town of Lewiston or the LMSIA within six months period. An extension may be granted at the Town Board's discretion. *Again, an employee who is a member of the Water Pollution Control Center collective bargaining unit should refer to the collective bargaining agreement in reference to the residency requirement.*

Relocation – Any employee who relocates outside the Town without the approval of the Town Board may be terminated.

Family Members – No more than one member of an immediate family shall be employed within the same department. This does not affect present Town employees of the same or related families already working within the same department. Seasonal employees are exempt from this provision (6/23/08). For purposes of this policy, immediate family is defined as spouse, parent, child, and sibling.

404 Probationary Period

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

Length of Probationary Period (Competitive Class) - Except as otherwise provided in the rules of the Niagara County Civil Service Commission, an employee appointed from an open-competitive list must serve a probationary period of not less than eight weeks nor more than twenty-six weeks. The length of the probationary period may be extended in accordance with the rules of the Niagara County Civil Service Commission.

Length of Probationary Period (Other Classes) - Except as otherwise provided in the rules of the Niagara County Civil Service Commission, an employee's original appointment to a position in the exempt, non-competitive, or labor class shall be for a probationary period of not less than eight nor more than twenty-six weeks. The length of the probationary period may be extended in accordance with the rules of the Niagara County Civil Service Commission. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the length of the probationary period.*

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

All new employees at the expiration of the twenty-six week probationary period and upon becoming permanent shall receive a \$.50 per hour raise. All new full-time employees at the one-year anniversary of their employment shall receive an additional \$.50 per hour raise, in addition to the annual cost of living increases granted to all employees.

Failure to Successfully Complete Probationary Period - In the event the employee's performance or conduct is not satisfactory, the Town may dismiss the employee from employment at any time after the completion of the minimum probationary period and before completion of the maximum probationary period. If the performance or conduct of an employee serving a probationary period who has been promoted or transferred from a permanent appointment (as defined by civil service regulations) is not satisfactory, the employee shall be returned to the employee's former permanent position prior to the end of the probationary period. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of failing to complete the probationary period.*

405 Performance Appraisal

Purpose and Criteria - The purpose of performance appraisal is to evaluate an employee's past performance and potential. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance. The form will be developed through labor-management. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the performance appraisal procedure.*

Frequency - An employee will be formally evaluated at least once each year on a date determined by the Department Head. Informal evaluations will occur on an as needed basis throughout the performance cycle. The Department Head shall complete the annual appraisal before September 1st of each year. Department Heads shall evaluate probationary employees before the twelve-week minimum period and make written recommendations to the Town Board whether the probationary period shall be extended.

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

Deficiencies - Should deficiencies be recorded in the performance of the employee, the employee will receive specific, reasonable, written recommendations for improvement and be offered the opportunity for appropriate training.

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

406 Corrective Action and Discipline

Policy Statement – It is the policy of the Town of Lewiston that certain rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees, the efficient operation of the Town, and the delivery of services to residents of the Town. Any conduct that interferes with operations or that discredits the Town will not be tolerated. Each employee must conduct oneself in a positive manner so as to promote the best interests of the Town. Corrective action is necessary when an employee has demonstrated performance deficiencies, or has violated a policy, rule, regulation, or procedure. Corrective action may include counseling or initiating formal disciplinary action against an employee.

Communication – Open and candid communications with all employees is an important aspect of the Town of Lewiston's on-going employee relations. When a rule, policy, or procedure is violated, the employee's Department Head, or other designated supervisor, will review the specific nature of the violation with the employee. The employee's input is extremely important to ensure that all of the facts have been considered.

Counseling – Counseling employees, as opposed to initiating formal disciplinary action, may be the appropriate first step in addressing performance deficiencies or misconduct. The purpose of counseling is to inform the employee of such deficiencies or misconduct, discourage its recurrence, and inform the employee of the consequences if the behavior is repeated. When performance deficiencies are the issue, the performance standards of the job should be reviewed, along with specific examples of how the employee is not meeting those standards. Where appropriate, goals for improvement may be established, along with a timeframe for achieving them. The counseling will be documented in writing and the employee will be required to acknowledge receipt by signing the memorandum. Any employee who fails to follow a supervisor's directive to sign the counseling memorandum may be subject to disciplinary action.

Discipline – The purpose of disciplinary action is to impose penalties for performance deficiencies or misconduct. In normal circumstances, the Town endorses a policy of progressive discipline that includes, but may not be limited to, letters of reprimand, suspension without pay, demotion, or termination of employment, depending on the circumstances. The Town retains the right to discipline employees without engaging in progressive discipline if the situation so warrants and retains the right to discipline employees in any manner it sees fit.

Investigations – Where appropriate, an investigation will be conducted by the Department Head or other designated individual in order to gather all pertinent information and to ensure that all the facts are considered. The investigation may include, among other things, interviews with the employee and any witnesses or other involved parties, and review of documents and materials. Employees who are participants in an investigation are not allowed to disclose the content or particulars of the investigation unless otherwise authorized. All employees who are called upon to participate in an investigation are required to fully cooperate in the process and respond truthfully to all questions posed. Failure to do so will subject the employee to appropriate corrective action. The Town reserves the right to suspend an employee while an investigation is conducted.

Procedures – Employees covered by **Civil Service Law Section 75** shall be disciplined in accordance with the procedures contained therein. (Refer to Section 408 of this Employee Handbook). *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the disciplinary procedure, wherein the negotiated procedure is the only method of resolving challenges to disciplinary action and wholly replaces the provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.*

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

Per Se Violations - The actions listed in this section will generally be regarded as just cause for immediate termination of employment. This list is illustrative and is not intended to limit the Town's right to impose discipline in other appropriate cases.

- Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person, whether on or off Town premises;
- Possession of weapons, including but not limited to knives, firearms, and explosives, on Town property or in Town vehicles;
- Possession or use of alcohol or non-prescription controlled substances on Town property or in Town vehicles;
- Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;
- Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person;
- Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town;
- Preparation or manipulation of another employee's time record;
- Acts of sabotage, including the work of another employee; acts of espionage;
- Gross insubordination or willful refusal to comply with the lawful order or instruction of the Department Head; or
- Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.

Misconduct - An employee who, after investigation, is found to have committed any of the actions listed in this section will be subject to appropriate disciplinary action, including termination of employment. This list is illustrative and is not intended to limit the Town's right to impose discipline in other appropriate cases.

- Willful violation of Town's rules, policies, and procedures.
- Willful refusal to comply with the lawful order or instruction of a Department Head or supervisor.
- Willful work slow down, work stoppage, or interfering with or restricting the performance of another employee or in any other way interfering with Town operations.
- Sleeping on the job.
- Illegal gambling on Town property;
- Excessive tardiness and/or absences;
- Unauthorized absences or failure to give proper notice;
- Personal activity during paid work time without the expressed permission of the appropriate supervisor.
- Disruptive, loud, and boisterous behavior or horseplay in the workplace.
- Abusive language in the workplace, including racial slurs and epithets.
- Posting, removing, or defacing of notices, signs, or other written material without prior approval.
- Failure to adhere to the personal appearance/dress code policy.
- Careless or negligent use or operation of equipment, including vehicles and machinery.
- Improper performance of job duties or repeated failure to perform assigned duties and responsibilities.

407 Code of Ethics

Policy Statement - Pursuant to the provisions of Section 806 of the General Municipal Law, the Town Board recognizes that there are rules of ethical conduct for Elected Officials and employees that must be observed so as to maintain a high degree of moral conduct and public confidence. Therefore, the Town Board has adopted the following Code of Ethics. The rules contained in this Code are in addition to Article 18 of the General Municipal Law and any other law pertaining to ethical conduct or interest in contracts.

Definitions - For the purpose of the Town of Lewiston's Code of Ethics, the following terms shall have the meanings indicated:

- **Town** – Shall mean any board, commission, district, council or other agency, department or unit of government of the Town of Lewiston.
- **Employee** – Shall mean any officer or employee of the Town of Lewiston, whether paid or unpaid, whether serving in a full-time, part-time, or advisory capacity.

Rule with Respect to Conflict of Interest – No Town employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligations of any nature, which is in substantial conflict with the proper discharge of the employee's duties in the public interest.

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

- No Town employee shall accept other employment that will impair the employee's independence of judgment in the exercise of the employee's official duties.
- No Town employee shall accept employment or engage in any business or professional activity which will require the employee to disclose confidential information which was gained by reason of the employee's official position or authority.
- No Town employee shall use or attempt to use the employee's official position to secure unwarranted privileges or exemptions for the employee or others.
- No Town employee shall engage in any transaction as a representative or agent of the Town with any business entity which the employee has direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of the employee's official duties.
- A Town employee shall not by the employee's conduct, give reasonable basis for the impression that any person can improperly influence the employee or duly enjoy the employee's favor in the performance of the employee's official duties or that the employee is affected by the kinship, rank, position or influence of any party or person.

- Each Town employee shall abstain from making personal investments in enterprises which the employee has reason to believe may be directly involved in decisions to be made by the employee or which will otherwise create substantial conflict between the employee's duty in the public interest and the employee's private interest.
- Each Town employee shall endeavor to pursue a course of conduct which will not raise suspicion among the public that the employee is likely to be engaged in acts that are in violation of the employee's trust.
- No Town employee employed on a full-time basis nor any firm or association of which such employee is a member nor corporation, a substantial portion of the stock of which is owned or controlled directly or indirectly by such employee, shall sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the Town in which such employee serves or is employed.
- Each Town employee shall, to the extent that the employee is cognizant thereof, disclose any interest the employee may have in legislation before the Town Board.
- No Town employee, within two years after the termination of the employee's service or employment with the Town, shall accept employment which will involve contacts with the Town which can work to the employee's special advantage by virtue of the employee's prior contact and relationship with the Town.

Penalties for Violations - In addition to any penalty contained in any other provision of law, each Town employee who shall knowingly violate any of the provisions of this Code may be fined, suspended or removed from office or employment, in the manner provided by law.

Board of Ethics –

Establishment - There is hereby established a Board of Ethics consisting of five members to be appointed by the Town Board, all of whom shall reside in the Town of Lewiston and shall serve without compensation and at the pleasure of the town Board of the Town of Lewiston. A majority of such members shall be persons other than Town employees but shall include one member who is an elected or appointed Town employee.

Duties – The Board of Ethics shall render advisory opinions to Town employees on written request and upon request of the Town Board, make recommendations to such Town Board as to any amendments of Local Law No. 1 (1970). The opinions of the Board of Ethics shall be advisory and confidential and in no event shall the identity of the Town employee be disclosed except to authorized persons and agencies. Such opinions shall be on the advice of counsel employed by the Board of Ethics, or if none, of the Town Attorney.

Board to Make Rules and Keep Records – Such Board of Ethics, upon its formation, shall promulgate its own rules and regulations as to its form and procedures and shall maintain appropriate records of its opinions and proceedings.

408 Civil Service Law Section 75

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

Union-Represented Employees – *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the disciplinary procedure, wherein the negotiated procedure is the only method of resolving challenges to disciplinary action and wholly replaces the provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.*

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

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

Disciplinary Procedure – The following disciplinary procedure shall apply to employees covered by Civil Service Law Section 75. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the disciplinary procedure, wherein the negotiated procedure is the only method of resolving challenges to disciplinary action and wholly replaces the provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.*

- **Notice of Discipline** – An employee subject to discipline will be provided with a written Notice of Discipline (NOD), which will contain all charges and specifications.
- **Employee Answer** – The employee will have eight calendar days to respond to the charges. The employee's response must be in writing.
- **Disciplinary Hearing** – Unless there is a stipulation of settlement between the Town and the employee, the Town Supervisor will designate a hearing officer in accordance with Civil Service Law Section 75. The designation must be in writing. The hearing officer will set the time and place for the hearing. The hearing officer will make a record of the hearing which will be submitted to the Town Supervisor along with the hearing officer's recommendations for review and decision.

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

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

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

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

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

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

Filing Requirements – In the event the employee is found to be guilty, a copy of the charges, the employee's written answer, a transcript of the hearing, and the determination will be filed in the employee's personnel file. A copy will also be filed with the Niagara County Civil Service Commission.

409 Personnel File

Content - The personnel records maintained by the Town include, but are not limited to, Employment Applications, Report of Personnel Change Forms; copies of job-required licenses and certificates, Federal and State Withholding Tax Forms, Retirement Enrollment/Waiver Forms, Health Insurance Enrollment/Waiver Forms, performance appraisals, grievance or dispute resolution notices, counseling memoranda, notices of discipline, and probationary reports.

Location of Files - All original personnel records for current employees will be kept in the Town Supervisor's office and will be maintained and controlled by the Town Supervisor. All employee medical records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor. All employee substance testing records will be kept in a separate locked file apart from the employee's personnel file and will be maintained and controlled by the Town Supervisor.

Change in Status - An employee must immediately notify the Secretary to the Town Supervisor of a change of name, address, telephone number, marital status, number and age of dependents, beneficiary designations, and who to notify in case of emergency.

Employee Access - Access to personnel files is limited. A current employee may review the contents of the employee's own personnel file by submitting a written request to the Secretary to the Town Supervisor and will be scheduled at a mutually convenient time. An authorized official must be present when the employee inspects the file. An employee may not copy, remove, or place any material in the employee's personnel file without the approval of the Town Supervisor. Any correspondence from the employee pertaining to contents in the personnel file will be entered into the personnel file.

410 Separation from Employment

Notice of Resignation (Employees) - An employee who intends to resign from employment must submit a written resignation to the employee's Department Head at least two weeks before the date of resignation is to be effective.

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

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

500 OPERATIONAL POLICIES

501 Departmental Hours

Normal Hours of Operation - The Town Board will establish the beginning and ending times of normal operation. The Town Board may from time to time establish additional hours of operation to accommodate residents. (04/14/14) An employee's Department Head will establish the employee's scheduled hours of work, which may differ from the normal hours of operation depending upon the particular needs and requirements of the department. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of hours of work.*

Workweek - The Town Board will establish the days the Town will conduct business and/or perform services. An employee's Department Head will establish the employee's scheduled days of work. The Town Board and Town Supervisor reserve the right to approve all employee work schedules, except where otherwise prohibited by applicable State or Town Law. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of hours of work.*

FlexTime - An employee may begin and/or end a given workday at a time requested by the employee and approved by the Department Head. Such "flex-time" must normally be during the time that the department is open and available to the public. The employee's use of "flex-time" will be governed by the mutual needs and consent of the Department Head and the employee. The Town Board reserves the right to approve all "flex-time" schedules. *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Flex-Time provision set forth above.*

Overtime - A Department Head may require an employee to work additional hours beyond the employee's normal workday and workweek. An employee must receive prior approval from the employee's Department Head before working additional hours.

Refusal to Work Additional Hours - An employee who, upon determination by the appropriate Department Head has refused to work additional hours as directed will be subject to appropriate disciplinary action.

502 Emergency Closings

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Emergency Situations provision set forth below.*

Closing Procedures - It is Town of Lewiston policy to remain open during all normally scheduled work hours. However, there may be times when inclement weather, power failure, or another similar emergency requires the Town offices to open late, close early, or shut down for an entire workday. In such an event, the Town Supervisor or Town Clerk may authorize the closing of non-emergency operations and excuse certain employees from work.

Inclement Weather - Employees are expected to report to work and remain at work during inclement weather conditions unless otherwise notified by the Town Supervisor or Town Clerk. When Town offices **have not** officially closed, an employee who does not report to work or requests to arrive at work late or leave work early must obtain prior authorization from the employee's Department Head. If the absence is approved, all hours of absence for a FLSA non-exempt employee will be charged to the employee's personal leave or vacation leave credits.

Closing Effect on Compensation – Pay for FLSA non-covered or exempt employees will not be affected by an emergency closing. Pay for FLSA non-exempt employees will be in accordance with the provisions below:

- **During Work** - A full-time who is directed by the Town Supervisor to leave work due to an emergency closing will be paid for the remainder of the employee's normal workday at the employee's regular rate of pay. Such time will not be included as time worked for the purpose of computing overtime.
- **Prior to Reporting to Work** – A full-time employee who is directed not to report to work due to an emergency closing will be paid for the employee's normal workday at the employee's regular rate of pay. Such time will not be included as time worked for the purpose of computing overtime. A part-time employee who is directed not to report to work will not be paid for the workday. Such part-time employee may choose to make-up the time at a later date if agreed to by the Department Head.

Compensation for Employees On Scheduled Leave - An employee who is out of work on vacation, personal, sick, bereavement, or jury duty leave during an emergency closing will be charged such leave as scheduled.

503 Meal and Rest Periods

Meal Periods - An employee who works more than six hours in a given day will receive a minimum of a thirty-minute unpaid, duty-free meal break. The specific length of meal breaks is determined by the employee's Department Head. Meal periods must be approved by the Department Head in accordance with the needs and requirements of the department. Meal periods will normally be in the middle of the employee's workday. Unless otherwise directed by the Department Head, an employee may leave the work-site during the meal period. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of meal periods.*

An employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee's workday in order to leave work before the normal quitting time. *Again, an employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of meal periods.*

Rest Periods – A full-time employee will normally receive a paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee's workday and again during the middle of the second half of the workday. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of rest periods.*

In the event an employee works beyond the employee's normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period. *Again, an employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of rest periods.*

An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. Rest periods must be approved by the Department Head in accordance with the needs and requirements of the department. Unless otherwise directed by the Department Head, all rest periods must be taken at the work-site and may not exceed the time allowed.

504 Time Records

Policy Statement - All employees are required to complete an individual time record showing the daily hours worked and authorized paid leave taken.

Procedures - An employee is to complete a time record in accordance with the following procedures:

- All time worked, including the beginning and ending time, must be recorded;
- All paid and unpaid leaves of absence must be recorded;
- Employees must complete their own time record;
- The time record must be verified and signed by the Department Head;
- The time record must be submitted to the Payroll Office by noon on Monday. In the event Monday is a designated holiday, the time record must be submitted by noon on Friday preceding the holiday.

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

Unauthorized "Flex-Time" - Unless prior approval has been obtained from the Department Head, arriving early or leaving late for the employee's own convenience is not to be included in working time, provided that the employee performed no pre-approved authorized or specified duties for the Town during such intervals.

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

505 Bonding

Insurance - The Town will provide bonding insurance for an employee who is required to act in a fiduciary capacity.

506 Expense Reimbursement

Policy Statement - Upon proper authorization of the Town Board, an employee or Elected Official will be reimbursed for expenses associated with carrying out Town business, including, but not limited to, meals, lodging, parking, and highway tolls. All required documentation and corresponding receipts must be submitted to the Town Board.

Mileage - With administrative approval, an employee must use Town-owned vehicles. If it is not possible to use a Town-owned vehicle, the Town shall provide mileage allowance in the same amount as that is promulgated by the Internal Revenue Service to those employees required to use their personal motor vehicle on Town business. All efforts to use Town vehicles must be exhausted before use of personal vehicles is allowed. All required documentation and corresponding receipts must be submitted to the Department Head and Town Board.

Required Training - Upon proper authorization of the Town Board, an employee will be reimbursed for required training. All required documentation and corresponding receipts must be submitted to the Town Board. *An employee who is a member of a collective bargaining unit is not covered by or eligible for this Education and Training provision and should refer to the collective bargaining agreement.*

Required Membership Fees - Upon proper authorization of the Town Board, an employee required to hold membership in a professional organization as part of the employee's job will be reimbursed for any required dues and/or fees. All required documentation and corresponding receipts must be submitted to the Town Board. *An employee who is a member of a collective bargaining unit is not covered by or eligible for this Membership Fees provision and should refer to the collective bargaining agreement.*

Association of Towns Meeting - Upon proper authorization of the Town Board, an Elected Official or employee who attends the annual meeting conducted by the Association of Towns will be reimbursed a per diem rate for meals established by the Town Board. In addition, the Town will pay for flight transportation and lodging for Elected Officials and employees authorized to attend the meeting. The Town Board will select delegates to this meeting.

Falsification of Expenses - Falsification of and/or any attempt to falsify business expenses may result in disciplinary action, up to and including termination.

507 Vehicle Policy

Policy Statement - Employees in certain positions may be required to drive Town, leased, rental, or personal vehicles to conduct business on behalf of Town of Lewiston. Employees who drive on Town business must operate vehicles in a safe and responsible manner, and in compliance with all applicable motor vehicle and traffic regulations.

Use of Town Vehicles - Town-provided vehicles may be assigned to employees for the purpose of conducting Town business. Only authorized employees are allowed to drive Town vehicles. Town vehicles should only be used for authorized Town business and may not be used for the personal use or private gain of an employee or to transport unauthorized individuals or materials.

Use of Personal Vehicle for Town Business - An employee who drives a personal vehicle to conduct Town business must have auto liability insurance (for both bodily injury and property damage) and proof of a minimum policy for liability coverage of \$100,000 per person/\$300,000 per accident. Proof of such insurance is required upon hire and on an annual basis thereafter. If an employee's liability insurance lapses, the Secretary to the Town Supervisor must be notified immediately.

Traffic Violation - An employee is responsible for paying the cost of any traffic or parking tickets, moving violations, or fines that result from driving on Town business.

Accident - An employee must notify the Town Supervisor immediately in the event of an accident, theft, or damage involving a Town, leased, rental, or personal vehicle being used for Town business, regardless of the extent of the damage or lack of injuries. A law enforcement officer should be summoned to the scene of any accident involving a Town employee or vehicle being used for Town business. The employee should cooperate with any law enforcement officer who is investigating the accident but should not make any statements or provide information to anyone else. An Accident Report should be obtained from the police for submittal to the Town Supervisor.

Town Vehicle Maintenance - Employees are responsible for maintaining Town vehicles in a neat and clean condition at all times. Papers and garbage must be removed from the vehicle at the end of each trip. Vehicles should be maintained in a safe and secure condition when not in use. It is the employee's responsibility to notify the Town Supervisor of any needed maintenance or repair work on a Town vehicle.

No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on Town vehicles at any time, except those of a limited community service nature that have been authorized by the Town Board.

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

- Town vehicles and related equipment must remain under the general administrative jurisdiction and direction of the Department Head to which it is assigned;
- Town vehicles must be assigned to specific Town officials and employees for specific purposes and tasks. Said vehicles may not be used for any unauthorized purpose nor to conduct personal, private, or non-Town related business;
- Town vehicles may not be used to transport persons who are not officials or employees of the Town of Lewiston, nor material not related to the conduct of official Town business, without direct authorization by the appropriate Department Head or the Town Board;
- Town vehicles must always be maintained in a safe and secure condition when not in use, including being locked and/or under direct observation; and all keys maintained under controlled and authorized jurisdiction of the appropriate Department Head;

Policy Violations - Violations of this policy may result in loss of vehicle driving privileges and/or disciplinary action, up to and including termination.

508 Driver's License

Requirement to Possess a Driver's License - An employee or elected official (12/23/03) who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment.

Loss or Suspension of Driver's License - An employee or elected official (12/23/03) who is required to possess a driver's license in order to perform certain job duties and responsibilities must immediately notify the appropriate Department Head in the event the license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the driver's license may affect the employee's employment with the Town.

Requirement to Possess a Commercial Driver's License - An employee or elected official (12/23/03) who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment.

Loss or Suspension of Commercial Driver's License - An employee or elected official (12/23/03) who is required to possess a Commercial Driver's License in order to perform certain job duties and responsibilities must immediately notify the appropriate Department Head in the event the employee's driver's license is suspended, revoked, or if the employee is otherwise disqualified from driving. The loss or suspension of the employee's driver's license may affect the employee's employment with the Town. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the appropriate Department Head within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

509 Supplies, Tools and Equipment, and Fuel Usage

Supplies - All Town owned supplies must be used efficiently and not wasted. An employee may not use any Town supplies, such as postage, paper, or office supplies for personal use.

Equipment - The employee must repair or replace any piece of equipment lost or damaged by the employee as a result of negligence or intentional misuse. An employee may not use any piece of equipment, including, but not limited to, fax machines, copiers and computer equipment for personal use. An employee may not use the Town Garage or equipment to work on vehicles or trailers not owned by the Town.

Tools - The tools used by the Automotive Mechanics are supplied by the Automotive Mechanics. The Town will provide insurance coverage for these tools in accordance with the terms of the insurance policy.

Fuel - An employee may not use gasoline, fuel oil, or motor oil from the Town's fuel pump or Town Garage for personal use or for any other vehicle not owned by the Town.

510 Telephone / Cell Phone Usage

Guidelines - Telephone and cell phone usage must adhere to the following guidelines:

- An employee must answer promptly and speak in a clear, friendly and courteous tone;
- An employee must give the name of the department or office and one's own name. If the call is not for the employee who answers, the employee must transfer the caller to the correct party or take a message recording all pertinent information;
- If the call must be placed on hold, the employee who answered the call must return to the line frequently to confirm that the call is being transferred;
- During office hours, each employee is responsible for there being at least one employee in the department or office to answer telephones. If the department or office has a limited staff, arrangements must be made with another department or office for telephone coverage or an answering device must be in operation;
- Collect calls may not be accepted without the approval of the Department Head or supervisor;
- An employee may not make personal calls, except in an emergency or to check briefly on family matters;
- An employee may not make personal long-distance calls, except in an emergency; the employee must reimburse the Town for the cost of the call;
- An employee may not make or receive personal calls on a Town provided cellular phone, except in an emergency; the employee must reimburse the Town for the cost of the call.

511 COMPUTER SYSTEMS and INTERNET/ON-LINE SERVICE

The Town provides to its employees access to various computerized information resources through the computers and software provided by the Town. The use of the town computer system, including off-premises use, is the subject of this policy.

The Town computer system and software attendant thereto is provided to the staff of the Town for use in the performance of Town business. Personal use of the computers, to include E-mail, recreational games or other non-business related use is strictly prohibited. Violation of this policy will subject employees to disciplinary action up to and including discharge. (04/11/2011)

512 Personal Appearance

Policy Statement - It is the policy of the Town that each employee's dress, grooming and personal hygiene should be appropriate to the work situation.

Standards - An employee must maintain a personal appearance in a manner that reflects a good image to the public. Acceptable personal appearance is an ongoing requirement of employment with the Town. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted. Employees should not wear suggestive attire, athletic clothing, shorts, novelty buttons, and similar items of casual attire since this clothing does not present a businesslike appearance.

Safety Clothing and Equipment - An employee may be required to wear safety clothing and equipment as directed by the Department Head. If such is the case, the employee must comply with all safety requirements.

Casual Day - The Town has designated Fridays as "casual day", whereby employees are permitted to dress in a more casual fashion than is normally required. This policy does not apply to employees who are required to wear uniforms or other types of special clothing. On casual days, employees are still expected to present a neat appearance and are not allowed to wear ripped or disheveled clothing, athletic wear, or similarly inappropriate clothing.

513 Solicitations/Distributions

During Working Hours - An employee may not distribute literature or solicit other employees during working hours without approval from the appropriate Department Head.

During Meal and Rest Periods - With permission from the Department Head, an employee may distribute literature and solicit other employees during meal and rest periods provided it does not interfere with the normal operations of the department, reduce employee efficiency, annoy fellow employees, or pose a threat to the Town's security.

Political Literature - An employee may not distribute political campaign materials at any time on property owned, leased or operated by the Town.

514 Purchasing

Policy Statement - It is the policy of the Town to authorize certain individuals to make purchases on behalf of the Town. No employee shall make purchases for the Town, or use the Town's name to make purchases, unless so authorized by the Town Board.

515 Maintenance of Work Area

Employee Responsibility - An employee will be responsible for maintaining one's work area in a neat, orderly and safe manner at all times.

Supervisor Responsibility - A supervisor is responsible for having their employees maintain their work areas in the manner prescribed above.

516 Personal Property

Policy Statement - It is the policy of the Town to ask each employee to refrain from bringing unnecessary or inappropriate personal property to work. The Town recognizes that an employee may need to bring certain items to work. However, personal property that is not related to the employee's job performance may disrupt work or pose a threat to other employees.

Personal Liability - An employee is expected to exercise reasonable care to safeguard personal items brought to work. The Town will not repair, replace, or reimburse an employee for the damage or loss of the employee's personal property. An employee bringing personal property to the workplace does so at one's own risk. The only exception to this policy is the tools supplied by the Automotive Mechanics.

Security Inspections - Desks, lockers, and other storage devices may be provided for the convenience of employees but they remain the sole property of the Town. In the event the Town has reasonable suspicion to believe there are drugs, alcohol, weapons, or stolen property in such storage devices, two representatives of the Town can inspect such storage devices, as well as any articles found within them, at any time, with or without notice. The inspection must be done by the two representatives and may or may not be made in the presence of the employee. The Town is not responsible for loss or damage to personal property placed in such storage devices.

517 Return of Property

Employee Responsibility - An employee will be responsible for items issued by the Town which is in the employee's possession and/or control, such as, but not limited to the following:

- Equipment
- Identification Badges
- Keys
- Protective Equipment
- Uniforms
- Books or other Reference Materials

All Town property must be returned to the appropriate Department Head or the Town Supervisor's office before the employee's last day of work.

518 Unauthorized Work

Policy Statement - An employee may not perform work for any entity other than the Town during the employee's tour of duty, or claim that Town work was done when such is not the case.

519 Outside Employment

Policy Statement - It is the policy of the Town that an employee may engage in outside work as long as such outside work does not interfere with the employee's performance standards, pose an actual or potential conflict of interest, or compromise the interests of the Town. The employee must inform the Town Supervisor of any outside employment in order to prevent a possible conflict of interest. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of outside employment.*

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

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

600 ABSENCE POLICIES

601 Tardiness

Notification of Tardiness - An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event an employee is unable to report to work at the scheduled time, the employee must notify the employee's Department Head prior to the start of the shift or as soon as possible after the start of the shift.

602 Notification of Absence

Daily Notification - In the event an employee is unable to report to work, the employee must notify the employee's Department Head each day of the absence and state the reason for the absence. In the event the absence was pre-authorized, this requirement will be waived.

Notification of Sick Leave - Employees must notify their Department Head, or designee, prior to their normal starting time of each workday. The notification must be made personally to the Department Head, or designee, unless the Department Head authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to notify the Department Head, or designee, will result in loss of pay for the illness.

Notification of Sick Leave – Employees must notify their Department Head or designee prior to their normal starting time each work day. The notification must be made personally to the Department Head or designee unless the Department Head authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to notify the Department Head or designee will result in loss of pay for the illness.

An employee who has exhausted all available sick leave and fails to report to work as scheduled, will have their vacation leave charged with the period of absence. In the event the employee has exhausted all available vacation leave, personal leave shall be utilized as well as the floating holiday. In the event the employee takes unpaid leave without a request to the Town Board, other than in accordance with Section 606 of the Town of Lewiston Employee Handbook, that employee shall be subject to disciplinary procedures as set forth in Section 406 – Corrective Discipline (01/28/02).

The employee need be informed that disciplinary action could include suspension without pay or termination of employment. The Town does not guarantee that one type of discipline will precede another. Furthermore, the Town reserves the right to suspend an employee while an investigation is conducted (01/28/02).

Early Departure - In the event an employee must leave work during the workday, the employee must notify the employee's Department Head prior to leaving.

603 Jury Duty Leave

Jury Leave - In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence without loss of pay or leave credits. An employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee's full salary during jury duty. An employee can collect and keep any mileage expense reimbursement that may be issued by the court system for performing jury duty.

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

Return to Duty - Employees will report to work prior to or subsequent to the performance of their jury duty, on the same day, if the complete day is not all credited to jury duty. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of returning to duty following jury duty.*

604 Bereavement Leave

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Bereavement Leave provisions set forth below and should refer to the collective bargaining agreement on the subject of bereavement leave.*

Immediate Family: A regular full-time employee shall be granted up to five days bereavement leave in the event of a death in employee's immediate family. Such leave will be without loss of pay or leave credits. Such leave shall consist of up to five scheduled workdays between the date of the death and two workdays after the date of the burial. For purposes of bereavement leave, "immediate family" is defined as: spouse, child (including foster and step), and parent.

Other Family: In the case of death to any other family members as described below, a regular full-time employee shall be granted up to three days bereavement leave. Such leave will be without loss of pay or leave credits. Such leave shall consist of up to three scheduled workdays between the date of the death and one day after the date of the burial. For purposes of bereavement leave, "other family" is defined as sibling, grandparent, spouse's parent, or other relatives residing in the household and considered dependent(s) under income tax regulations.

Additional Bereavement Leave: An employee may receive an unpaid leave of absence or use vacation leave credits, personal leave credits, compensatory time, and/or floating holiday to extend bereavement leave due to the death of an immediate or extended family member. The request must be submitted, in writing, to the Department Head. The Department Head shall have total discretion in the approval of such additional bereavement leave.

A regular part-time is not eligible for paid bereavement leave but may be allowed to take time-off without pay provided the individual has prior approval from the Department Head.

Notification and Verification: The employee is to notify the Department Head, as soon as practical, who will authorize such leave. Upon return to work, the employee is to provide evidence of said death to the Department Head.

605 Military Leave and Military Leave of Absence

Military Leave (New York State Law) - This section refers only to a paid leave for military service under New York State Law and does not effect an employee's entitlement to leave needed for military service under federal statute. The Town of Lewiston recognizes the importance of the Military Reserve and National Guard, and will permit any employee the use of military leave to perform ordered military duty or required training. The Town will grant such leave with pay for up to twenty-two workdays or thirty calendar days in a calendar year, whichever is greater. Such military leave beyond the twenty-two workdays or thirty calendar days in a calendar year will be unpaid, however accumulated vacation leave may, at the employee's option, be used at any time during the leave. In accordance with applicable New York State law, the employee may keep all pay received for military service.

Military Leave of Absence (Federal Law) - An unpaid leave of absence for a period of up to the federal statutory limits will be granted to an employee to serve in any of the Armed Forces of the United States. The employee's accumulated vacation or compensatory time may, at the employee's option, be used at any time during such leave of absence.

606 Family and Medical Leave Act

Statement of Compliance - The Town of Lewiston complies with the provisions of the Family and Medical Leave Act (FMLA) and Civil Service Law when administering leaves under this policy.

Summary - FMLA entitles an eligible employee to a maximum of twelve workweeks (defined by the employee's normal workweek) of job-protected, unpaid leave in any twelve-month period for certain family and medical reasons. The twelve-month period is a rolling period measured backward from the date an employee uses any FMLA leave. At the conclusion of a leave of absence under the FMLA, the employee will be restored to the position the employee held when the leave began or to an equivalent position with equivalent benefits, pay, and working conditions, provided the employee returns to work immediately following such leave.

Eligibility - To be eligible for an unpaid leave under FMLA, an employee must meet the following requirements:

- The employee must have worked for the Town for at least twelve months before the leave request (these need not be consecutive);
- The employee must have worked for the Town for at least 1,250 hours during the previous twelve months prior to the date the leave commences; and
- The employee must work at or report to a worksite which has fifty or more employees or is within seventy-five miles of worksites that taken together have a total of fifty or more employees.
- Spouses who both work for the Town of Lewiston are allowed a combined maximum of twelve workweeks of leave for the birth or care of a newborn child, adoption or foster care of a child and to care for such newly placed child, or the serious health condition of a parent, during any twelve month period.

Types of Unpaid Leave - An eligible employee will receive an unpaid leave under the following circumstances:

- Inability of the employee to perform one or more of the essential functions of the employee's job due to the employee's own serious health condition;
- Upon the birth of the employee's child and to care for the newborn child;
- Upon the placement of a child with the employee for adoption or foster care and to care for the newly placed child; or
- To care for the employee's spouse, child, or parent who has a serious health condition.

Definitions – The following terms are fully defined in the Federal Regulations on the Family and Medical Leave Act, 29 CFR Part 825. For the purpose of this policy, the following definitions will apply:

- **Serious Health Condition** will mean an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility including any period of incapacity (as contained in the Federal Regulations), or any subsequent treatment in connection with such inpatient care; or continuing treatment by a health care provider, including, but not limited to:
 - * A period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity that also involves continuing treatment by a health care provider;
 - * A period of incapacity due to pregnancy or prenatal care;
 - * A period of incapacity or treatment for such incapacity due to a chronic serious health condition;
 - * A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective; or
 - * A period of absence to receive multiple treatments, including any period of recovery, by a health care provider, or by a provider of health care services under orders of or on referral by a health care provider, for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- **Health Care Provider** will mean and refer to a doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices; or any other person defined in the FMLA regulations capable of providing health care services.
- **Family Member** will mean and refer to:
 - * **Spouse** - husband or wife as defined or recognized under State law for purpose of marriage;
 - * **Parent** - biological parent or an individual who stands or stood in *loco parentis* to an employee when the employee was a son or daughter as defined in directly below. This term does not include an employee's parents "in law";
 - * **Child** - biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in *loco parentis*, who is either under age eighteen, or age eighteen or older and "incapable of self-care (as defined in the Federal Regulations) because of a mental or physical disability". Persons who are "*in loco parentis*" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

Notification Requirements – If the need for leave is foreseeable, the employee must give notice, in writing, to the Town Supervisor at least thirty calendar days prior to the commencement date of the unpaid leave. The employee and Department Head must complete the *Family and Medical Leave Act Request Form* and forward the completed form to the Secretary to the Town Supervisor for review. The failure of an employee to give thirty days' notice of foreseeable leave with no reasonable excuse for the delay may result in the delay of the employee taking the FMLA leave until thirty calendar days from the date of notice. When the need for leave is unforeseeable, verbal notice to the Town Supervisor will be sufficient.

Status Reports - The employee must periodically update the Secretary to the Town Supervisor as to the employee's status and intent to return to work.

Medical Certification – The employee must produce a medical certification issued by a health care provider that supports the need for a leave under this policy. When required, the employee must provide a copy before the leave begins, or if the leave was unforeseeable, fifteen calendar days from the date the certification was requested. Failure to submit medical certification may jeopardize the employee's eligibility for an unpaid leave of absence and/or the ability to return to work. Medical certification forms are available from the Secretary to the Town Supervisor. The medical certification must include:

- The date the medical condition began;
- The probable duration of the medical condition;
- Pertinent medical facts; and,
- An assertion that the employee is unable to perform the employee's essential job functions or that the employee is needed to care for a family member for a specified period of time.

The Town of Lewiston reserves the right to request a second opinion by another health care provider. The Town will pay for the second opinion. In the event a conflict occurs between the first and second opinion, the Town may, again at its own expense, obtain a third opinion from a health care provider approved jointly by the Town and the employee. This third opinion will be final and binding.

Leave for the Birth, Adoption or Foster Care Placement of a Child – Leave for the birth of a child or the placement of a child for adoption or foster care must be taken within twelve months from the date of the birth or placement.

Certification for Adoption/Foster Care – An employee must produce proper certification from the appropriate agency for an unpaid leave for the adoption or foster care of a child.

Employment Restrictions During Leave of Absence - While on an approved unpaid leave, the employee may not be employed by another employer during the same hours that the employee was normally scheduled to work for the Town of Lewiston.

Benefits During a Leave of Absence – For the purpose of this policy, the following will apply:

- **Use of Accrued Paid Leave Credits** – An employee taking leave for the **birth, adoption or foster placement of a child or to care for a spouse, child or parent with a serious health condition** must first use all vacation leave credits which will be included in the maximum twelve weeks of leave. The substitution of paid leave for unpaid FMLA leave does not extend the twelve-week period.

For leaves taken due to the **employee's own serious health condition**, the employee must first use all vacation and sick leave credits, which will be included in the maximum twelve-week period. However, in the event that the paid leave credits are greater than the maximum twelve-week period, an employee may use paid leave credits to extend the leave of absence beyond the twelve-week period, up to a maximum of one year. If, after the completion of the one-year leave of absence, the employee is medically unable to return to work (as determined by a health care provider) and the employee has leave credits remaining, the Town Board may authorize an extension of the employee's leave of absence until such benefits are exhausted. However, job reinstatement beyond the one-year leave of absence is not automatic and will be dependent upon job availability, in accordance with Civil Service Law Sections 71, 72 and 73, as applicable, and the rules of the Niagara County Civil Service Commission.

- **Accrual of Paid Leave Credits** – An employee will continue to accrue vacation and sick leave and receive holiday pay during the portion of the leave that is paid. Paid leave is defined as leave during which the employee is in full pay status by using accumulated paid vacation and/or sick leave. After all such paid leave is exhausted, the remaining leave of absence is unpaid. An employee will not earn paid vacation or sick leave or receive holiday pay for any holidays that may occur during an unpaid leave of absence.
- **Medical Insurance** – During the period of authorized FMLA designated leave, up to a maximum of twelve weeks, an employee's eligibility status for medical insurance coverage will not change. (In the event the employee has accumulated paid leave credits that extend beyond the twelve-week period, the employee should refer to Section 805 – Workers Compensation and Section 806 – Short Term Disability regarding additional medical insurance coverage provisions.) All employee contributions (if any) must be paid on a timely basis in order to maintain the continuous coverage of benefits. Contributions will be at the same level as if the employee was working. Coverage will cease if payments are not made within a thirty-calendar day grace period of the due date. Premium payments or policy coverage are subject to change. In the event the employee fails to return to work after the authorized leave of absence period has expired, provisions of COBRA (see Section 811) will apply. In addition, the Town may recover the premium that it paid for maintaining the coverage during any period of the unpaid leave except for the following circumstances:

- * The continuation, recurrence, or onset of a serious health condition of the employee or the employee's eligible family member with proper medical certification; or,
- * Circumstances beyond the employee's control, such as: parent chooses to stay home with a newborn child who has a serious health condition; employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work-site; the employee is laid off while on leave.

Workers' Compensation and Short-Term Disability Benefits – Leaves taken under the Workers' Compensation Law or the Town's Short-Term Disability Policy may invoke the FMLA if the employee meets the eligibility criteria outlined in the eligibility section and the Town designates such leave as FMLA leave and properly notifies the employee of such designation. In accordance with the FMLA, if an employee has elected to receive workers' compensation benefits or short-term disability benefits, the Town cannot require the employee to substitute paid leave credits during this period of leave. If the workers' compensation leave or short-term disability leave has been properly designated as FMLA leave by the Town, it can be counted against the employee's FMLA leave.

In addition to leave provided under the Family and Medical Leave Act, employees may be eligible for a leave of absence pursuant to Civil Service Law Section 71. Section 71 provides that covered employees shall be entitled to a leave of absence for at least one cumulative year (unless found to be permanently disabled) when disabled due to an occupational injury or disease as defined in the Workers' Compensation Law. This leave runs concurrently with the designated Family and Medical Leave. Employees should consult with the Town Supervisor for further details regarding this provision.

Return to Work - The following conditions for returning to work will apply:

- **Job Restoration** - At the conclusion of the leave of absence, (except for leaves beyond a one-year period) the employee, provided that the employee returns to work immediately following such leave, will be restored to the position the employee held when the leave began, or an equivalent position with equivalent benefits, pay and working conditions. For authorized leave of absences beyond the one-year period, job restoration will be dependent upon job availability, in accordance with Civil Service Law Sections 71, 72 and 73, as applicable, and the rules of the Niagara County Civil Service Commission.
- **Medical Statement** - Before resuming employment, an employee must submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. Failure to return to work when required may be considered a voluntary termination.
- **Early Return** - An employee who intends to return to work earlier than anticipated must notify the Department Head at least five business days prior to the date the employee is able to return. The Department Head shall in turn notify the Town Supervisor.

607 Leaves of Absence without Pay

General Terms - Absences taken beyond an employee's leave accruals shall be considered unauthorized (AWOL) unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence other than under the Town's Family and Medical Leave Policy may be available to an employee for personal reasons including, but not limited to, family responsibilities and education.

Request for Unpaid Leave - An employee requesting such a leave shall make a request in writing to the town board for their sole and exclusive approval.

Return to Work - In the event the employee fails to return from an unpaid leave of absence at the scheduled expiration date without giving proper notice or receiving proper authorization, the Town Board may conclusively presume that the employee has voluntarily resigned from employment.

700 COMPENSATION

701 Wage and Salary

The Town Board will establish rate of Pay an employee's rate of pay.

Pay Increases - An employee may receive a pay increase based upon the employee's past performance. The increase will be granted at the discretion of the Town Board.

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Wage and Salary provisions set forth above and should refer to the applicable collective bargaining agreement on the subject of wage rates.*

702 Overtime

Authorization – Unless otherwise specified by departmental rules, a non-exempt employee must receive prior approval from the employee's Department Head or supervisor before working beyond the employee's normal workday or workweek.

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

FLSA Non-Exempt Employees - A FLSA non-exempt employee who is scheduled to work a forty hour workweek will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over eight hours in a given workday or forty hours in a given workweek. Employees who are scheduled to work a thirty-seven and one-half hour workweek will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over seven and one-half hours in a given workday or thirty-seven and one-half hours in a given workweek. *An employee who is a member of a collective bargaining unit is not covered by or eligible for these provisions and should refer to the applicable collective bargaining agreement on the subject of premium pay for working beyond the regular workday or regular workweek.*

Credit for Paid Leave - Authorized paid personal leave, vacation leave, holidays, bereavement leave, jury duty leave and military leave will be included as time worked for purposes of calculating overtime. **Sick leave will not be included as time worked for the purpose of computing overtime.** *An employee who is a member of a collective bargaining unit is not covered by or eligible for these provisions and should refer to the applicable collective bargaining agreement on the subject of paid leave in the computation of overtime pay.*

703 Call-In Pay

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Call-in Pay provisions set forth below and should refer to the collective bargaining agreement on the subject of call-in pay.*

Compensation - In the event a FLSA non-exempt employee is called in to work prior to the employee's regular starting time, or after the employee's regular quitting time, and the employee has left the work-site, the employee will be paid for a minimum of two hours, or actual time worked, whichever is greater. If the employee has worked his/her fully scheduled hours for the week as defined in Section 201, the employee will be paid at one and one-half times the regular rate of pay.

Start Time: The call-in pay for an employee who is called out for emergency duty will begin when the employee arrives at the worksite.

704 Pay Period and Check Distribution

Payroll Period - The payroll period will begin Sunday at 12:01 a.m. and end fourteen calendar days later on Saturday at 11:59 p.m. An employee's paycheck will be based on the amount earned during the preceding payroll period. Certain employees may be paid on a different schedule as established by the Town Board.

Pay Date - Paychecks will be issued on the Thursday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the previous workday. If an employee will be on an out-of-town vacation during a pay period, the employee may request a second paycheck the pay period prior to the vacation. This second check will be held in the Payroll Office until just prior to the employee's vacation. No check will be computed in that second pay period.

Distribution - The Department Heads will pick up paychecks from the Payroll Office for further distribution to employees.

Direct Deposit - The Town provides a direct deposit option for employees. If elected, the paycheck will be deposited directly into the employee's account at the designated financial institution. The employee must submit a signed, written authorization for direct deposit to the Secretary to the Town Supervisor.

Authorized Check Release - The Department Head will not release a paycheck to anyone other than the employee unless the employee has submitted a signed, written authorization to the Department Head.

705 Payroll Deductions

Statutory Deductions - The required portion of an employee's pay for federal and state taxes, and any other deduction required by law, will be deducted from the employee's paycheck. Such deductions will be noted on the paycheck.

Voluntary Deductions - Payroll deductions provided through the Town's payroll system will be made from an employee's paycheck when authorized by the employee. Such deductions will be noted on the paycheck.

706 Deferred Compensation Plan

Summary - The Town of Lewiston has established a Deferred Compensation Plan whereby a portion of an employee's salary may be voluntarily withheld and invested. The money saved is paid out to the employee at a later date, generally during retirement years. Neither the deferred amount nor earnings on investments are subject to current Federal and State Income Taxes. Taxes become payable when the deferred income plus earnings are distributed to the employee, presumably at retirement when the tax bracket may be lower. A description of the plan may be obtained from the Secretary to the Town Supervisor.

800 EMPLOYEE BENEFITS

801 Holidays

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Holidays provisions set forth below and should refer to the collective bargaining agreement on the subject of holidays.*

Designated Holidays: The Town Board will establish by resolution the holiday schedule for each year at its annual re-organizational meeting. The following days will be recognized:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas

In addition, each employee is entitled to one "floating holiday" to be used between January 1st and December 31st of each year. An employee must receive prior approval from the Department Head to take the holiday, which may be used in half-day segments.

Holiday Pay Eligibility - Full-time employees are eligible for paid holidays. Seasonal, temporary or part-time employees are not eligible for holiday pay.

Holiday Occurs on Days Off - In the event a designated holiday occurs on a day for which regular full-time employees are not scheduled to work, the holiday for those employees will be observed either on the preceding scheduled day of work or on the succeeding scheduled day of work, as determined by the Department Head and the employee. For example, if the holiday falls on a Saturday, it shall be observed on the Friday preceding it; or, if the holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Holiday Pay - A regular full-time employee who **does not** work on a designated holiday will be paid at the employee's straight time rate for the day.

Assigned to Work on a Holiday - Employees scheduled to work on a holiday must do so. If an employee is required to work on a holiday, the employee will be paid one and one-half times the employee's normal rate for the actual hours worked plus "holiday pay".

Holiday Pay Requirements - An employee must have worked the employee's last *scheduled* work day prior to the holiday and the employee's first *scheduled* work day after the holiday to be paid for the holiday, unless the employee was excused by the Department head. A doctor's certificate for sick leave taken the scheduled work day before or scheduled workday after the holiday would be considered acceptable evidence as an excusable absence.

Holiday Pay During Paid Leaves - In the event a designated holiday occurs on an employee's regularly scheduled workday and the employee is on a paid leave of absence, the employee will receive holiday pay for the day and the employee's leave credits will not be charged for that day.

Religious Holidays - An employee may request an unpaid leave of absence for a religious holiday, observance, or practice that is not included in the above list of Town-observed holidays. An employee also has the option of using accumulated vacation or personal leave or taking the time off without pay. The request must be submitted, in writing, to the Department Head at least fourteen calendar days in advance. Time off is generally granted provided it does not create an undue hardship on the Town.

802 Vacation Leave

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Vacation Leave provisions set forth below and should refer to the collective bargaining agreement on the subject of vacation leave.*

Allowance – A regular full-time employee will be credited with paid vacation time on an annual basis starting from the date of hire in accordance with the following schedule. An employee may take vacation leave only after it has been credited. The employee will be credited on January 1 for the vacation leave earned in the previous year. A new employee will be credited on the employee's one-year anniversary date, and thereafter on January 1 of each year. However, in an employee's anniversary year when additional vacation time is earned in accordance with the schedule below, the additional vacation time will be credited the day after the anniversary date, and thereafter on January 1 of each year (08/11/03).

The Supervisor should insure compliance with this section (01/28/02).

| After Completion of: | Vacation Days: |
|-------------------------------------|-----------------------|
| 1 full year of continuous service | 10 days |
| 5 full years of continuous service | 15 days |
| 10 full years of continuous service | 20 days |
| 15 full years of continuous service | 25 days |

Part-time, temporary or seasonal employees are not eligible for paid vacation leave but may be allowed to take time off without pay provided the individual has prior approval from the Department Head.

Scheduling – The request must be submitted in writing to the Department Head as far in advance as possible. The Department Head will have total discretion in the approval of vacation leave. Vacation leave may not be used in increments of less than on-half workday. An employee will be credited with vacation leave credits while on military leave or an unpaid leave of absence under Workers' Compensation.

Accumulation – An employee may not accumulate vacation leave credits. Any vacation leave credits left remaining at the end of the year shall be canceled. The only exception is for newly-hired employees who cannot use all vacation leave earned by the end of the first calendar year following the date of hire. At the Department Head's discretion, such employees shall be allowed to carry over unused vacation leave but must use all carried over vacation leave within the first six months of the calendar year in which it has been carried over.

Pay Advance - Upon the employee's request, vacation pay shall be paid to the employee at the commencement of the vacation, with two weeks notice to the payroll department.

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

803 Sick Leave

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Sick Leave provisions set forth below and should refer to the collective bargaining agreement on the subject of sick leave.*

Allowance (Monthly Accrual) – A regular full-time employee will be credited with one day of paid sick leave for each full month worked, up to a maximum of twelve days per year. The employee will be credited on the first day of the month after it has been earned.

New Employees – Newly hired full-time employees will not be credited with sick leave credits prior to completing six months of continuous employment, at which time the employees will be credited with six days of paid sick leave.

Part-time, Temporary, or Seasonal Employees - Part-time, temporary, or seasonal employees are not eligible for paid sick leave, but may be allowed to take time off without pay provided the individual has prior approval from the Department Head.

Additional Allowances - In the event a full-time employee with three or more years of service suffers a prolonged illness, a request may be made to the Town Board for additional sick leave. If granted, such sick leave shall be for up to twenty days at half pay, and may only be used after all vacation and personal days have been exhausted. Such request must be in writing with medical confirmation as to the inability of the employee to perform their regular work duties. The Town Board, in its discretion, will make judgment based on the particular situation (01/28/02).

Accrual during Leaves of Absence – An employee will accrue sick leave credits on the first day of the following month. An employee will be credited with sick leave credits while on a paid leave of absence. An employee will **not** be credited with sick leave credits while on an unpaid leave of absence.

Accumulation – An employee may accumulate sick leave credits to a maximum of one hundred fifty days.

Use of Sick Leave - The purpose of sick leave with pay is to afford the employee a degree of protection against the loss of any pay that the employee would otherwise incur because of the injury or illness. Sick leave may be taken in the event of sickness of the employee, which shall be defined as illness, bodily injury or quarantine. An employee may use sick leave credits for medical and dental appointments that cannot be scheduled during non-work hours. A full-time employee may take up to five sick days per year for sickness or injury to a spouse or child where the employee's presence at the hospital or home is necessitated. Sick leave with pay is not to be granted for any other reasons. Sick leave credits may not be used in increments of less than four hours. An employee may take paid sick leave only after it has been credited.

Notification of Sick Leave - Employees must notify their Department Head, or designee, prior to their normal starting time of each workday. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to notify the Department Head, or designee, will result in loss of pay for the illness.

Medical Verification - The Town may require medical verification of an employee's absence if the Town perceives the employee is demonstrating a pattern of abuse or excessive use of sick leave.

The Town may require medical verification of an employee's absence to verify that the employee is able to return to work with or without restrictions.

The Town retains the right to check each person reporting sick. The employee being paid is required to be at home unless the employee produces evidence otherwise from a doctor, hospital or clinic visitation.

Use of Accumulated Sick Leave Credits - An employee is encouraged to accumulate sick leave credits to maximize the following benefits:

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see Short-Term Disability Benefits – Use of Sick Leave Credits and Workers' Compensation Benefits – Use of Sick Leave Credits).
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).

Retirement Credit – An employee who retires from the Town and has applied for and been granted a retirement benefit from the New York State Retirement System may include up to one hundred fifty days of accumulated sick leave for retirement service credit with the exception of a Tier 6 retiree. A Tier 6 retiree may include up to one hundred days of accumulated sick leave for retirement credit. A cash out of sick days, up to a cost of \$3000 may also be paid with the difference of days being credited to retirement service credit.

Termination of Employment – An employee who resigns from the Town, or whose employment was terminated for cause, or who is not reappointed to a position by virtue of the exercise of discretion by the Town Board or other Town official having the power of appointment, will not receive cash payment for unused sick leave. In cases of the death of an employee, the Town will pay an employee's designated beneficiary for any unused sick leave

Good Attendance Incentive - As a financial incentive to reduce both the use of medically undocumented sick time and to reduce the cost associated with absenteeism, the Town will offer the following program. For the period of December 1 through November 30, any full-time regular employee who has used six or less medically undocumented sick leave days shall receive the following:

| Upon Completion of: | Bonus |
|--|---------|
| Five to Fifteen Years of Service | \$150 ✓ |
| Sixteen to Twenty Five years of Service | \$200 |
| Twenty Five years of service and Each year thereafter | \$250 |

(11/23/09)

"Years of Service" shall be defined as the years of uninterrupted full-time service with the Town. This financial incentive shall not be added to the base hourly rate or salary and shall be paid in December of each year.

804 Personal Leave

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Personal Leave provisions set forth below and should refer to the collective bargaining agreement on the subject of Personal Leave.*

Allowance - A regular full-time employee as defined in Section 201 will be credited with two days of paid personal leave on January 1st of each year for use during the following twelve months.

Part-Time, Temporary, or Seasonal Employees - A part-time, temporary, or seasonal employee is not eligible for paid personal leave but may be allowed to take time-off without pay provided the individual has prior approval from the Department Head.

New Employees – A new employee will be credited with one day of personal leave after completion of six months continuous service and one day after the completion of one year continuous service. Thereafter, the employee will be credited with two days of paid personal leave on each subsequent January 1.

Accumulation - An employee may not accumulate personal leave credits. However, one personal leave day may be carried over into the first three months of the next year upon written request to the supervisor.

Scheduling - Except for emergencies, an employee wishing to take a personal leave must give twenty-four hours advanced notice to the Department Head. Personal leave may be taken in half-day increments. An employee may take personal leave only after it has been credited.

Termination of Employment - An employee who resigns, retires, is laid off, or is terminated from employment due to disciplinary action will not receive payment for unused personal leave.

805 Workers' Compensation Benefits

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Workers' Compensation Benefits provision set forth below and should refer to the collective bargaining agreement on the subject of Workers' Compensation.*

Coverage - In accordance with New York State law, the Town will provide a Workers' Compensation plan for job-related injuries or illnesses. The New York State Workers' Compensation Board makes the determination of whether an employee is eligible for Workers' Compensation benefits.

Plan - The Town may, at its discretion, change carriers and/or offer an alternative Workers' Compensation plan.

Reporting of Injury - An employee should report an injury to the Secretary to the Town Supervisor within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim.

Use of Sick Leave Credits - An employee may draw from the employee's sick leave credits in conjunction with Workers' Compensation payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of sick leave covered by insurance and the employee will be re-credited with the proportional amount of sick leave. An employee may not use vacation or personal leave credits to supplement Workers' Compensation.

Continuation of Medical Insurance - The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving Workers' Compensation payments for lost time **and** is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

806 Short-Term Disability Benefits

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Short-Term Disability Benefits provision set forth below and should refer to the collective bargaining agreement on the subject of short-term disability insurance.*

Coverage - The Town will provide a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits.

Plan - The Town may, at its discretion, change carriers and/or offer an alternative short-term disability plan.

Premium Payment - The Town will pay the full premium for short-term disability insurance.

Continuation of Medical Insurance - The Town will continue medical insurance coverage for the employee in accordance with the provisions of the Town's Family and Medical Leave Policy. Thereafter, an employee who is receiving short term disability payments under this plan **and** is drawing full pay by using accrued sick leave credits will continue to receive medical insurance benefits and the Town will continue to make its contributions for up to a maximum of one year provided the employee makes the required employee contribution. If the employee has exhausted all sick leave credits, the employee may continue to be eligible for medical insurance coverage in accordance with COBRA.

807 Disclosure of Insurance Benefits

Summary - The following is a brief description of the insurance benefits offered by the Town to eligible employees. Eligibility for benefits is dependent upon a variety of factors, including employment classification and length of service. The description of the benefits provided is only an overview. The plan documents or specific government regulation provide a full description of the specific benefit.

Plan Administrator – The Secretary to the Town Supervisor serves as the Administrator of the Town's benefits plans. The Administrator is responsible for all communications and disclosures concerning Town benefits and is available to answer questions concerning the benefit plans.

Plan Documents - Benefits are administered according to applicable government regulation, benefit plan documents, insurance carrier master policy, or Town policy. Should there be a discrepancy between the information presented in this Employee Handbook and the benefit plan document, the Town Board has the discretionary authority to determine eligibility for benefits and to interpret the terms of the benefit plan.

Changes in Benefits – Any benefit offered by the Town is subject to change by resolution of the Town Board. Further, the Town Board may, at its discretion, change carriers and/or offer alternative insurance plans. *Changes in benefits for union-represented employees shall be in accordance with collective bargaining negotiations and/or procedures.*

Waiver of Benefits - An employee who is eligible to participate in any of the available insurance plans but who elects not to participate must sign an appropriate waiver of enrollment form.

Enrollment Information - The Secretary to the Town Supervisor will provide the employee with the enrollment forms and assist with the administrative and operational aspects of the various insurance plans. Enrollment in a benefit plan is not automatic. Employees must complete the requisite enrollment forms and payroll deduction authorizations in order to receive benefits.

Changes in Status – An employee who has a change in status from full-time to part-time will be notified of the changes in benefits. This notification contains all legally mandated information regarding applicable benefits, including COBRA health insurance continuation. An employee must immediately notify the Secretary to the Town Supervisor in the event the employee has a change in marital or family status that may affect coverage, such as marriage, divorce, legal separation, death of a spouse or dependent, acquiring or losing a dependent, and any changes of address.

Beneficiary – Under some of the Town's benefit plans, each employee must designate a beneficiary for the employee's death benefits. This designation must be made in writing and on the form provided by the plan Administrator.

808 Medical Insurance

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Medical Insurance provisions set forth below and should refer to the collective bargaining agreement on the subject of medical insurance.*

Insurance Plan - The Town offers medical insurance to eligible full-time employees, including full-time Elected Officials, and the employee's eligible family members. In no event shall the Town be required or obligated to pay or reimburse an employee or the employee's spouse or other dependent for any portion of any medical or dental bill or other expense not covered or reimbursed by the insurance plan. However, through a Flex Credit account administered by a third-party Plan Administrator, the Town will reimburse each eligible employee for the cost of deductibles and co-payments and any medical, dental vision, drug care or life insurance expense as allowed by law up to the following maximums:

| | Per Calendar Year |
|----------------------|-------------------------|
| Family Coverage: | \$650 per calendar year |
| 2-Person Coverage: | \$650 per calendar year |
| One-Person Coverage: | \$550 per calendar year |
| (12/26/13) | |

Any portion of the "Medical/Flex care plan" bill covered by another plan shall not be covered by the Town of Lewiston. No payment of unused monies will be disbursed upon termination of employment. The Plan Administrator will be responsible for interpretation of the reimbursement account and resolution when questions arise regarding the administrative procedure. When necessary, the Town Board has the final authority to deal with issues not resolved.

Date Coverage Begins - Regular full-time employees and full-time Elected Officials are eligible to participate in the medical insurance plan on the first day of the month following sixty days of employment provided all eligibility requirements of the plan are met and the requisite forms have been completed. Eligible employees and Elected Officials may also enroll in the medical insurance plan during the annual open enrollment period or at the time of a qualified change in employment or family status, as defined by the Internal Revenue Service (IRS) and the insurance carrier.

Change in Insurance Plans - The Town Board may change the insurance carrier and/or offer alternative plans at any time.

Premium Contributions – Except as noted in the paragraph below, the Town will pay the full premium for individual, two-person, or family medical insurance coverage, as the case may be, for each eligible full-time employee and full-time Elected Official. In the event a part-time Elected Official enrolls in the medical insurance plan, the Elected Official must pay one hundred percent (100%) of the cost of the premium.

Full-time employees hired on or after January 1, 2000 and full-time Elected Officials taking offices as of that date are required to pay twenty percent (20%) of the insurance premium from the time of eligibility through termination of employment. The employee's contribution will be deducted from the employee's regular paycheck on a pre-tax basis (refer to section 809, below).

Changes in Premium Contributions – The amount of the medical insurance premium an employee is required to contribute is subject to change by resolution of the Town Board.

809 Pre-Tax Medical & Dependent Care Expenses

Eligibility - A regular full-time employee is eligible to enroll in a Section 125 plan, provided the employee meets all eligibility requirements for medical insurance.

Election Changes - Eligible employees may enroll or decline coverage in the Section 125 Plan during the annual open enrollment period. Once a pre-tax election is made, it must remain in effect for the entire plan year. An employee may not drop coverage, change an election, or cease contributions at any time during the plan year unless there is a qualifying change in employment or family status, as defined by the IRS. For any qualifying change in family or employment status, an employee must make the appropriate change in coverage within thirty-one days of the date of the qualifying event. Under the pre-tax insurance premium option, an employee's election for the plan year is automatically continued for the next plan year unless a new election form is submitted.

Pre-Tax Insurance Premiums - An employee may elect to pay the employee's contribution towards medical insurance premiums with pre-tax dollars.

Flexible Spending Accounts - An employee may elect to have a pre-determined amount deducted from the employee's paycheck on a pre-tax basis each payroll period to be placed in a medical care flexible spending account (FSA), dependent care FSA, or both. Money set aside in an employee's medical care FSA may be used to cover certain health, dental, and vision care expenses that are not reimbursable through the employee's insurance plan(s). Money set aside in an employee's dependent care FSA may be used to cover eligible day care and nursery school expenses for covered dependents. To receive reimbursement from an employee's FSA account, a claim for reimbursement and proof that the expense was incurred during the current plan year must be submitted to the Plan Administrator. Eligible employees may carry over up to \$500 of their pre-tax FSA payroll deductions into the next calendar year. (12/26/13)

810 Medical Insurance Buy-out

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Medical Insurance Buy-out provisions set forth below and should refer to the collective bargaining agreement on the subject of medical insurance buy-out.*

Eligibility - A regular full-time employee, including a full-time Elected Official, who is eligible for medical insurance coverage paid by the Town, may receive a cash buy-out in lieu of receiving medical insurance benefits. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town. In the case where both spouses are eligible for the health insurance coverage paid by the Town, they must enroll in the same plan (two-person or family) and there will be no buyout option.

Amount of Buy-Out - An employee who is eligible for the medical insurance buy-out will receive one thousand dollars (\$1000) each calendar year. The buy-out is subject to applicable taxes.

Method of Payment - Payment of the buy-out will be paid quarterly each in the amount of \$250.00.

Reinstatement - In the event the employee loses coverage under the alternate insurance plan, the employee may resume coverage under the medical insurance plan made available through the Town. Coverage will begin on the first of the month immediately following the employee giving notice, provided the employee gives such notice at least five business days prior to the first of the month and meets all eligibility requirements of the insurance plan.

811 Continuation of Health Insurance Benefits (COBRA)

Summary - The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) offers "qualified beneficiaries" the right to continue existing health insurance coverage, completely at their own expense, under certain qualifying conditions. **All required premiums and administrative fees must be paid in a timely manner in order for coverage to continue.**

Eligibility - An individual is a "qualified beneficiary" if the individual is covered under a group health plan on the day before a qualifying event as either a covered employee or elected official, the spouse of a covered employee or elected official, or a dependent child of a covered employee or elected official. A child who is either born to or who is placed for adoption with the covered employee or elected official during a period of COBRA coverage is also a "qualified beneficiary" entitled to COBRA coverage.

Qualifying Events – If a qualified beneficiary loses coverage under a group health plan as a result of a "qualifying event," the qualified beneficiary is entitled by COBRA to the continuation of group health insurance coverage at the qualified beneficiary's own expense and for a limited time as described below. The COBRA requirements do not put any limit on the number of times a qualified beneficiary may be entitled to COBRA continuation coverage. COBRA coverage is in effect for a period of up to eighteen, twenty-nine, or thirty-six months, depending upon any of the following qualifying events:

- An **eighteen month** continuation will be available to a qualified beneficiary in the event of the covered employee's (or elected official's) termination of employment for any reason except gross misconduct, or the covered employee's loss of eligibility to participate due to reduced work hours.
- A **twenty-nine month** continuation will be available to a qualified beneficiary in the event that the qualified beneficiary is disabled, per a determination under the Social Security Act, or becomes disabled within the first sixty days of COBRA coverage. The qualified beneficiary must provide the plan administrator with notice of the disability within sixty calendar days of the determination of the disability by Social Security and before the end of the original eighteen-month COBRA coverage period. The qualified beneficiary must notify the plan administrator of a determination by Social Security that the individual is no longer disabled within thirty calendar days of such determination.
- A **thirty-six month** continuation will be available to a qualified beneficiary in the event of any one of the following:
 - * Death of a covered employee or elected official;
 - * Divorce or legal separation from a covered employee or elected official;
 - * A covered dependent child's loss of eligibility to participate in the insurance plan due to the covered employee or elected official becoming covered by Medicare as a result of total disability or choosing Medicare in place of the insurance plan at age sixty-five; or
 - * A covered dependent ceases to be a "dependent child" under the health insurance plan.

Limitations - In the event an employee or elected official becomes covered by Medicare, but no loss of coverage results for the employee or elected official or the covered dependents, and a subsequent qualifying event occurs, the duration of coverage for all qualified beneficiaries will be thirty-six months from the date of the termination or reduction in hours. A qualified beneficiary may be covered under multiple qualifying events, but in no case will coverage be continued for more than thirty-six months.

Change in Beneficiary Status - An employee or elected official must notify the Town within sixty calendar days of a legal separation or divorce or when a dependent is no longer eligible for insurance due to the age limitations or educational status requirements established by the insurance plan. The Town will not be responsible for any loss of coverage resulting from failure by the employee or elected official to give notification of such an event.

Enrollment Information - The Secretary to the Town Supervisor will provide the employee or elected official with the enrollment forms and assist with the administrative and operational aspects of COBRA. **Enrollment is not automatic. The employee or elected official must complete the necessary enrollment forms and return all COBRA forms to the Secretary to the Town Supervisor within the time indicated.** If the required forms or premium payments are not received at the time specified, medical insurance coverage will cease.

Coverage for Dependents of Deceased Employees – For a deceased employee with fifteen years of service or more, who dies in service and who had dependents/ spouse who were covered at the time of death, the Town will continue to provide medical coverage for the survivor(s) for a period of two years or until the youngest dependent is nineteen years old. Such coverage will cease if the spouse remarries or becomes employed where health insurance is available. Such coverage will cease if the spouse remarries or becomes employed where health insurance is available.

| Years of Service | Town Share | Employee Dependent Share |
|---------------------------|------------|--------------------------|
| 15 years but less than 20 | 25% | 75% |
| 20 years but less than 25 | 50% | 50% |
| 25 years but less than 30 | 75% | 25% |
| 30 years + | 100% | 0% |

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Medical Insurance for Retirees provisions set forth below and should refer to the collective bargaining agreement as it pertains to medical insurance for retirees.*

Coverage - The Town offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from employment with the Town and are receiving retirement benefits under the New York State Retirement System. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the medical insurance plan on the retiree's last date of employment with the Town.

In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse was covered on the medical insurance plan at the time of retirement. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

Any retiree who is eligible for and can be covered by medical insurance benefits of any program such as, but not limited to employment after retirement, will not be covered by this plan. Every retiree must file a signed statement with the Town that such other insurance is not available.

Retirees are not eligible for the reimbursement account (also known as the "Medical/Flex care plan").

Eligibility - To be eligible for coverage, the retiree must meet all of these requirements: 1) have at least twenty years of service with the Town of Lewiston; 2) have retired directly from the Town of Lewiston and, 3) have been granted a retirement benefit from the New York State Employees' Retirement System. Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

Plan - When possible, the Town will make available for those retirees not eligible for Medicare the same medical insurance and drug prescription plans offered to then current employees, as if the retiree was still actively employed. The Town Board may, at its discretion, change the medical insurance or prescription drug plan at any time, including, but not limited to, co-payments, plan design, carrier, and retiree contributions.

Medicare - Coverage under a medical insurance and prescription drug plan made available through the Town will continue until the retiree or eligible spouse, as the case may be, meets the eligibility criteria for Medicare coverage, at which time Medicare will become the primary coverage of the retiree and/or spouse. At that time, the retiree and/or eligible spouse may be required to change medical insurance and/or prescription drug plans in order to enroll in a Medicare supplemental policy made available through the Town. Medicare Part B payments must be paid by retiree and/or surviving spouse to be eligible for supplemental Town coverage.

Premium Payment - For an eligible retiree who has at least **thirty** years of service and retires at the age of **fifty-five** or older, the Town will pay the full premium of the medical insurance and prescription drug plan for individual or family coverage, as the case may be (12/29/05).

For an eligible retiree who has at least **twenty** years of service and retires at the age of **sixty-two** or older, the Town will pay the full premium of the medical insurance and prescription drug plan for individual or family coverage, as the case may be (12/29/05).

For an eligible retiree who has at least **twenty** years of service and retires between the ages of **fifty-eight** and **sixty-two**, the Town will pay ninety percent (90%) of the premium of the medical insurance and prescription drug plan for individual or family coverage, as the case may be (12/29/05).

For an eligible retiree who has at least **twenty** years of service and retires between the ages of **fifty-five** and **fifty-eight**, the Town will pay eighty percent (80%) of the premium of the medical insurance and prescription drug plan for individual or family coverage, as the case may be (12/29/05).

A retiree moving outside the area covered by the Town plan will be allotted the Town plan dollars to be applied to the health plan they choose in their retirement area.

Retired part-time officials, excepting those receiving benefits as of January, 2004 are not eligible for Town-paid health insurance (08/11/03).

A Medicare eligible retiree desiring medical coverage other than one of the standard HMO Town plans may apply the Town plan costs to their own plan and pay the difference themselves to the Town.

Any retiree currently eligible and receiving payments in lieu of health insurance may elect to continue to receive the payments in lieu of health insurance.

Employees and elected officials who retire with at least five years of service may opt for coverage under the Town plan. This coverage would be paid at their own expense (08/11/03).

At such time that the Town chooses to participate in one of the early retirement incentive plans as offered by, but not limited to, the New York State Retirement System, any additional years of service credit will be included in the employee's State retirement calculation, however this additional service credit time will not be applied towards years of Town service.

813 The New York State Employees' Retirement System

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

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

- The employee works less than thirty hours per week, or less than the standard number of hours for full-time employment as established by the employer for this position; or
- The annual compensation for the position is less than the State's minimum wage multiplied by 2,000 hours; or
- Duration of employment for less than one year or employment on less than a 12 month per year basis; or
- The position is either provisional or temporary under Civil Service Law.

Optional Membership - An employee or Elected Official who is not mandated to join may join the retirement system. Such employee or Elected Official will be informed, in writing, that the employee or Elected Official may join the Retirement System and will acknowledge receipt of such notice by signing a copy thereof and returning it to the Secretary to the Town Supervisor. If the employee or Elected Official elects to join the retirement System, the employee or Elected Official must complete the application form and return it to the Secretary to the Town Supervisor. An employee who is not mandated to join the retirement system, and who chooses not to join, must complete a waiver of enrollment form.

814 Police and Fire Retirement System

Summary - The Police and Fire Retirement System covers all sworn personnel in the Police Department. The Town will contribute the cost associated with this plan as mandated by the State. It is mandatory for all full-time and part-time police officers to become members of the Police and Fire Retirement System effective on the first day of employment.

815 Social Security

Summary - Social Security benefits are available for retirement, survivor's benefits, and medical costs under qualifying conditions, as determined by the Federal Social Security Administration Office. Employee contributions to Social Security (FICA) are matched by the Town.

816 Education Assistance

Eligible Expenses - Upon proper authorization of the Town Board, a full-time employee will be reimbursed for certain job-related educational expenses, including tuition, seminar fees, books, travel, room and board, and other required out-of pocket expenses. Each course of study must be career related and pre-approved by the employee's Department Head. To receive reimbursement for a given course, the employee must successfully complete and pass the course.

Town Property - Any text book or other material obtained by the employee using Town funds shall become the property of the Town. The employee has the option to use the employee's own money to purchase and thus retain ownership of such materials.

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not eligible for or covered by the Educational Assistance provisions set forth above, and should refer to the applicable collective bargaining agreement.*

817 Unemployment Benefits

Summary - The Town offers unemployment insurance to each eligible employee ruled eligible for benefits under New York State labor law.

900 COMPLIANCE POLICIES

901 *The Americans with Disabilities Act*

Policy Statement – It is the policy of the Town of Lewiston to comply fully with the provisions and spirit of the Americans with Disabilities Act and ensure equal employment opportunity for all qualified persons with disabilities. All employment practices, such as recruitment, hiring, promotion, demotion, layoff and return from layoff, compensation, job assignments, job classifications, paid or unpaid leave, fringe benefits, training, employer-sponsored activities, including recreational or social programs, will be conducted so as not to discriminate unlawfully against persons with disabilities. This also extends to prohibit discrimination based on a person's relationship or association with a disabled individual. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) along with work assignments, classifications, seniority, leave, and all other forms of employment compensation or advantage.

Reasonable Accommodation - Reasonable accommodation is available to all qualified employees and applicants with disabilities, unless it imposes an undue hardship on the Town and/or operations of a program. An employee who believes an accommodation is needed to perform the essential functions of the employee's job should contact the Town Supervisor.

Pre-Employment Inquiries - Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position and not any disabling condition. Pre-employment physical exams will only be requested when in compliance with the law. The Town of Lewiston intends to base employment decisions on principles of equal employment opportunity and nondiscrimination, as defined by law.

Complaint Procedure - An employee who believes that the actions or words of an employee or non-employee have violated this policy should report the behavior to the Town immediately. Refer to Policy 905 Complaint Procedure and Investigations for information regarding how to file a complaint and the Town's investigation procedures.

Application of Policy – This policy is for Town use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Town administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

902 *Equal Employment Opportunity*

Policy Statement - The Town of Lewiston is an Equal Opportunity Employer. The Town does not unlawfully discriminate on the basis of a person's race, religion, color, sex, age, national origin, marital status, pregnancy, veteran status, arrest/conviction record, disability, genetic predisposition or carrier status, sexual orientation, or any other protected class or status. Likewise, the Town prohibits employees, vendors, suppliers, visitors, customers, and any other non-employee from discriminating against Town of Lewiston employees based on these protected groups. This policy applies to all terms and conditions of employment including, but not limited to, recruiting, hiring, placement, promotion, termination, layoff, transfer, leave of absence, compensation, benefits, training, and social and recreational programs.

Complaint Procedure - An employee who believes that the actions or words of an employee or non-employee have violated this policy should report the behavior to the Town immediately. Refer to Policy 905 Complaint Procedure and Investigations for information regarding how to file a complaint and the Town's investigation procedures.

Application of Policy – This policy is for Town use only and does not apply in any criminal or civil proceeding. This policy shall not be construed as a creation of higher legal standard of safety or care in an evidential sense with respect to third party claims. Violations of this policy will only form the basis for Town administrative action. Violations of law will form the basis for civil and criminal sanctions in a recognized judicial setting.

903 *Fair Treatment*

Policy Statement – Town of Lewiston recognizes the rich diversity of its employees and the varying cultures, backgrounds, and experiences they each bring to the workplace. The Town is committed to maintaining and promoting a work environment where similarities and differences are respected and valued. The Town will not tolerate harassment or discrimination of any kind in the workplace.

Employee Responsibilities - An employee is expected to treat coworkers, customers, vendors, suppliers, and other non-employees that the employee comes in contact with on the job with fairness, dignity, and respect. The Town prohibits any form of discrimination, harassment, or other offensive behavior targeted towards an individual based on race, religion, color, sex, age, national origin, marital status, pregnancy, veteran status, arrest/criminal record, disability, genetic predisposition or carrier status, sexual orientation, or any other reason.

Complaint Procedure - An employee who believes that the actions or words of an employee or non-employee have violated this policy should report the behavior to the Town immediately. Refer to Policy 905 Complaint Procedure and Investigations for information regarding how to file a complaint and the Town's investigation procedures.

904 Sexual Harassment

Policy Statement – The Town of Lewiston is committed to maintaining a professional work environment where employees and non-employees are free from any form of harassment, including sexual harassment. The Town takes all necessary measures to prevent sexual harassment in the workplace or, in the event it occurs, to stop the conduct immediately. The complaint procedure in Policy 905 is intended to provide an effective mechanism for reporting and resolving promptly, complaints of sexual harassment without any risk of repercussion to a complaining employee for filing a complaint of sexual harassment in good faith.

Applicability of Policy - This policy applies to all Town employees and Elected Officials regardless of supervisory level, whether employed full or part-time, temporary or seasonal, whether elected or appointed and regardless of compensation level, and all personnel in a contractual relationship with the Town. Depending on the extent of the Town's exercise of control, this policy may be applied to the conduct of non-Town employees with respect to sexual harassment of Town employees in the workplace.

Supervisory Responsibility - Department Heads and supervisors are responsible for providing a work environment that is free from unsolicited, unwelcome, and intimidating behavior, including behavior of a sexual nature. A supervisor must therefore take immediate and appropriate corrective action in the event the supervisor is a witness to, or becomes aware of, any violations of this policy. The supervisor is also responsible for immediately notifying the Town Supervisor of any policy violations.

Definition of Sexual Harassment - The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature to an individual of the same or opposite gender when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions (e.g., promotion, termination, pay increase) affecting that individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Further, sexual harassment refers to behavior that is not welcome, that is personally and objectively offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with an employee's work performance and/or effectiveness or creates an intimidating, hostile or offensive working environment. Exposure to such conduct that serves to alter the terms and conditions of employment is prohibited by this policy and state and federal law.

Forms of Sexual Harassment - Unprofessional, inappropriate, or offensive conduct committed by a supervisor, coworker, vendor, supplier, visitor, or any other non-employee is prohibited, even if the conduct is welcome by the recipient(s). Prohibited conduct includes, but is not limited to:

- A supervisor threatening or implying that a subordinate's acceptance or refusal of the supervisor's sexual advances will affect the subordinate's terms or conditions of employment (e.g., promotion, demotion, pay increase, termination).
- Verbal harassment of a sexual nature related to an employee's gender, including sexual innuendoes, slurs, sexual slurs, suggestive, derogatory, insulting or lewd comments or sounds, whistling, jokes of a sexual nature, sexual propositions and/or threats.
- Sexually oriented comments about an employee's body that are unwelcome and/or unreasonably interfere with an employee's work performance or create an intimidating, hostile, or offensive working environment.
- Any sexual advance that is unwelcome or any demand for sexual favors.
- Sexually suggestive written, recorded or electronically transmitted material, showing or displaying pornographic or sexually explicit objects or pictures, graphic commentaries, leering or obscene gestures in the workplace such that it unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive working environment.
- Physical contact of any kind, which is not welcome, including touching, grabbing, hugging, fondling, jostling, petting, pinching, coerced sexual intercourse or sexual relations, assault or intentional brushing up against a person's body.

Complaint Procedure - An employee who believes that the actions or words of an employee or non-employee have violated this policy should report the behavior to the Town immediately. Refer to Policy 905 Complaint Procedure and Investigations for information regarding how to file a complaint and the Town's investigation procedures.

Employee Defense – Any employee charged with sexual harassment will be afforded a full and fair opportunity to offer and present information in the employee's defense. Such information will be confidential to the extent possible.

Employee Rights - Nothing in this policy should be construed as in any way limiting employees' rights to use the Dispute Resolution Procedure as described in this Employee Handbook.

Disciplinary Action - Any employee or official who is found to have committed an act of sexual harassment will be subject to disciplinary action, up to and including termination of employment.

905 **Workplace Violence Prevention**

Policy Statement – The Town of Lewiston prohibits workplace violence. Violence, threats of violence, intimidation, harassment, coercion or other threatening behavior towards people or property will not be tolerated. Complaints involving workplace violence will not be ignored and will be given the serious attention they deserve. Individuals who violate this policy may be removed from the Town property and are subject to disciplinary and/or personnel action up to and including termination, consistent with the Town of Lewiston policies; rules; and/or referral to law enforcement authorities for criminal prosecution.

The Town, at the request of an employee or at its own discretion, may prohibit members of the public, including family members, from seeing an employee on Town property unless necessary to transact Town related business. This policy particularly applies in cases where the employee or the Town suspects that an act of violence will result from an encounter with said individual(s).

Scope – All employees, members of the public, vendors, contractors, consultants and others who do business with the Town, whether in a Town facility or off-site location where Town business is conducted, are covered by this policy. The policy also applies to other persons not affiliated with the Town such as former employees and visitors.

Definitions – Violence shall mean any form of threat, intimidation or aggressive physical contact. Prohibited conduct includes, but is not limited to the following:

- **Threat:** the expression of intent to cause physical or mental harm. Such an expression constitutes a threat without regard to whether the person communicating the threat has the ability to carry it out and without regard to whether the threat is made on a present, conditional or future basis.
- **Physical attack:** unwanted or hostile physical contact such as hitting, pushing, kicking, shoving, throwing of objects or fighting.
- **Intimidation:** includes but is not limited to stalking or engaging in actions, either verbal or physical, which frighten or coerce.
- **Property damage:** intentional damage to or destruction of property owned by the Town, Town personnel, persons contracted by the Town, seasonal or part-time Town employees, volunteers, customers or anyone else on Town property.
- **Possession of dangerous weapon(s):** including, but not limited to, firearms, explosive or dangerous devices or using objects as weapons on Town property or during a Town related activity except when acting within the scope of one's job duties.
- **Stalking** another employee.
- **Using abusive or obscene language** or gestures in a threatening manner.

Notification and reporting of incidents – All Town personnel are responsible for notifying his or her supervisor immediately of any violence or threat of violence, whether direct or indirect. Even without a specific threat, all employees should report any behavior they have witnessed that they regard as being potentially threatening or violent or which could endanger the health or safety of any employee when the behavior might be or has been carried out on a Town-controlled site or is connected to Town employment or Town business. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threatening behavior and the person or persons being threatened.

When employees have complaints about other employees, they should contact their supervisor. If their supervisor is unavailable, contact the Town Supervisor at 754-8213 ext. 223 or the Town Clerk at 754-8213 ext. 222.

Confidentiality – The Town understands the sensitivity of the information requested. The Town shall maintain the confidentiality of investigations of workplace violence to the extent possible to respect the privacy of the reporting employee.

Dealing with potentially violent individuals - If you witness a potentially violent situation or are dealing with a threatening or violent person, do not place yourself in danger. If possible, escape the scene and immediately contact your supervisor or local law enforcement authorities.

WHAT TO DO:

- Project calmness. Move and speak slowly and confidently.
- Listen attentively and encourage the person to talk.
- Actively listen and respond to the individual.
- Maintain a distance of three to six feet between you and the other person.
- Arrange yourself so your exit is not blocked.

WHAT NOT TO DO:

- Don't make sudden movements that may be perceived as threatening.
- Don't make physical contact.
- Don't stand in challenging stances such as hands on hips or with arms crossed.
- Don't threaten, criticize or act impatient.
- Don't invade the personal space of the individual
- Do not touch the threatening or violent individual.

Restraining and Protective Orders – An employee who applies for or obtains a protective or restraining order against another person, should notify his or her immediate supervisor or the Town Supervisor's Office so that the other person's presence on Town property can be known as a danger.

Town Response to threats and Violence – The Town will promptly and thoroughly investigate reports of threats of (or actual) violence and of suspicious individuals or activities. Disciplinary action and/or legal prosecution will be pursued against Town personnel and those outside the organization for violating this policy.

Protection – The identity of the individual making the report will be protected as much as practical. In order to maintain workplace safety and the integrity of its investigation, the Town may suspend employees or volunteers suspected of violence or threats of violence, either with or without pay, pending investigation.

Workplace Violence Training – Training will be provided by the Town and shall be mandatory for all employees.

Retaliation – Retaliation against anyone acting in good faith who has made a complaint of workplace violence, who has reported witnessing workplace violence, or who has been involved in reporting, investigating or responding to workplace violence is a violation of this policy. Those found responsible for retaliatory action will be subject to discipline up to and including termination.

Workplace Risk Assessment – Employee questionnaires will be distributed to current and new employees. A workplace risk assessment will be done annually.

Coverage - The Town may from time to time modify this policy to comply with future state and/or federal legislation action. In the event the policy is revised, a copy of the revised policy will be provided to each employee.

Forms – Workplace Violence Incident Report Forms, Employee Security Survey Forms, Policy Acknowledgement Forms and Training Acknowledgment Forms will be distributed to all employees and available in the Supervisor's office.

Referral to Department of Labor – If at any time an employee feels he or she is not being treating fairly when reporting a workplace violence incident, they may contact:

NYS Department of Labor
Public Employee Safety and Health Bureau
65 Court Street Room 401
Buffalo NY 14202
Phone: 716-847-7133 Fax: 716-847-7108

906 Complaint Procedure and Investigations

Policy Statement – The Town of Lewiston takes all complaints of discrimination, harassment, violence and sexual harassment seriously. A comprehensive complaint procedure has been developed to address any complaints received from employees and non-employees. This procedure is not intended to restrict an individual's rights to make a complaint to a federal or state agency.

Reporting Policy Violations - An employee who believes that the actions or words of a supervisor, coworker, vendor, supplier, visitor, customer, or any other non-employee has violated the Town's ADA, Equal Employment Opportunity, Diversity and Fair Treatment, Workplace Violence or Sexual Harassment policy should immediately report any perceived violation of this policy to the Department Head. In the event the employee is unable to discuss this matter with the Department Head, the complaint should be reported in writing to the Town Supervisor.

Investigation of Complaint – Generally, investigation of a complaint will be conducted by someone appointed by the Town Supervisor. In the event the Town Supervisor is named in the complaint or is involved in the incident, the Town Board will appoint an individual to conduct the investigation. All complaints will be investigated discreetly and promptly. An investigation generally involves talking with the parties involved as well as any witnesses. All employees are required to cooperate in an investigation.

Confidentiality - Complaints will be handled and investigated in a manner that is as impartial and confidential as possible. In no event will information concerning a complaint be released by the Town to third parties or to anyone within Town employment who is not directly involved in the investigation of the complaint unless otherwise required by law. An employee's confidentiality will be protected to the greatest extent possible, consistent with conducting a full investigation. However, the Town cannot guarantee complete confidentiality.

Retaliation – The Town of Lewiston will not retaliate, intimidate, coerce, threaten, discriminate, or otherwise take any adverse employment action against an employee who files a complaint or who participates in an investigation. Likewise, the Town prohibits an employee from retaliating against a coworker or non-employee for filing a complaint and/or participating in an investigation.

Policy Violations - Any employee who violates the Town's ADA, Equal Employment Opportunity, Diversity and Fair Treatment, Workplace Violence or Sexual Harassment policy or who retaliates against a coworker or non-employee will be subject to disciplinary action, up to and including termination.

Remedial Action - Any vendor, supplier, visitor, customer, or other non-employee who violates this policy will be subject to remedial action, as determined by management.

907 *Drug-Free Workplace*

Statement of Compliance - The Federal Drug-Free Workplace Act of 1988 is applicable to all recipients of Federal grants. In order to receive federal funds, the Town must certify to the granting Federal agency that it will provide a drug-free workplace in accordance with the legislation. As a recipient of Federal grants, the Town hereby complies with the requirements of the Drug-Free Workplace Act by adopting the following policy and drug-free awareness program:

Policy Statement - It is the policy of the Town of Lewiston that the unlawful manufacture, distribution, dispensation, possession, or use of an illegal controlled substance as defined in the Federal Act, is prohibited on the job or at the workplace.

Implementation of Policy – This policy will be distributed to all employees and officials of the Town.

Sanctions - The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is strictly prohibited in all workplaces and work-sites. An employee who, after investigation, is found to have violated this prohibition may be referred for counseling or rehabilitation and satisfactory treatment and will be subject to criminal, civil and disciplinary penalties, up to and including dismissal from employment.

Employee Responsibilities - As a condition of the Town receiving Federal grant monies, each employee must abide by this policy and notify the Department Head of any criminal drug statute conviction for a violation occurring in the workplace within five calendar days of the conviction.

Town Responsibilities - The Town will notify the granting federal agency within ten days after receiving notice from an employee of such a conviction or otherwise receiving actual notice of such conviction. In addition, within thirty calendar days of receiving notice of a conviction, the Town will take disciplinary action against the employee and/or require such employee to satisfactorily participate in drug abuse assistance or rehabilitation program pursuant to Sections 702 and 703 of the Drug-Free Workplace Act.

Drug-Free Awareness Program – It is the policy of the Town of Lewiston to maintain a drug-free workplace. In accordance with that policy, the Town is providing the following drug-free awareness information to raise employee awareness of the dangers associated with the drug abuse in the workplace.

Dangers of Drug Abuse in the Workplace - An employee with chemical dependence problems has a major negative impact on productivity, staff moral, and labor/management relations. The employee's chemical dependence is responsible for:

1. Declining Performance

- poor concentration
- confusion in following directions
- noticeable change in the quality of work
- inability to meet deadlines
- errors in judgment affecting the health and safety of others
- customer complaints and injuries

2. Increased Costs

- five times the average sick and accident benefits
- higher job turnover, replacement and training costs
- greater workers' compensation and health insurance payments
- 3 to 5 times more on-the-job accidents
- unemployment claims

3. Absenteeism and Tardiness

- double the normal rate
- repeatedly being late for work and often leaving early
- extended lunch hours
- frequent illness and accidents both on and off the job

4. Damaged Relationships

- emotional outbursts, over-reaction to criticism, mood swings, complaints from co-workers, associates and the public often leading to damaged relations

908 *Controlled Substance and Alcohol Testing*

Statement of Compliance - The Town Board has adopted a Controlled Substance and Alcohol Testing Policy that is in compliance with the "Omnibus Transportation Employee Testing Act of 1991" (OTETA). The purpose of this policy is to reduce accidents resulting from an employee's use of controlled substances and alcohol, thus reducing fatalities, injuries and property damage.

Covered Employees - The Town's Controlled Substance and Alcohol Testing Policy applies to all covered drivers as defined by the federal regulations, which includes all employees who drive commercial motor vehicles (as defined in Sec. 382.107 of the OTETA) requiring a commercial driver's license to operate.

Acknowledgment Form - A covered employee will receive a written copy of the Controlled Substance and Alcohol Testing Policy and must sign an Employee Acknowledgment Form. This form will be placed in the employee's personnel file.

1000 SAFETY

1001 Workplace Safety

Policy Statement - Prevention of injury and illness in the workplace requires the cooperation of all employees in all safety and health matters. It is the policy of the Town to reduce the number of workplace injuries and illnesses to an absolute minimum. Accidents can be prevented through use of reasonable precautions and the practice of safe working habits.

Employee Responsibility - In an effort to protect all employees and to safeguard equipment and property, before an employee begins a given task, it is the employee's responsibility to understand the correct operation and possible hazards involved, safety procedures, and necessary safety equipment required to perform the job.

Safety Program - The Town's safety program includes, but is not limited to, the following:

- Providing mechanical and physical safeguards to the maximum extent possible;
- Conducting inspections to find and eliminate unsafe working conditions and practices, control health hazards, and comply with the safety and health standards for every job;
- Training all employees in safety and health practices;
- Providing necessary personal protective equipment and instructions for its use and care;
- Developing and enforcing safety and health rules and requiring that employees cooperate with these rules as a condition of employment;
- Investigating, promptly and thoroughly, every accident to find the cause and correct the problem to prevent future occurrences;
- Providing First Aid kits and fire extinguishers throughout buildings and facilities.

Accident Plan - In the event of an accident, an employee must immediately stop work and take the following steps:

- Eliminate the immediate cause of the accident;
- Provide aid to the injured person and summon for assistance;
- Call the Department Head immediately;
- If the accident appears serious, call an ambulance; and
- Take steps to prevent additional accidents.

Accident Reporting Procedures - In the event an accident occurs in the workplace or in the course of employment, the following procedures will apply:

- When an accident occurs which results either in the loss of an employee's work time or in the provision of medical care to an employee, the employee must immediately notify the Department Head who will in turn notify the Secretary to the Town Supervisor. The Secretary to the Town Supervisor must complete an *Employer's Report of Injury Form (C-2)* and submit according to operating procedures.
- When an accident occurs which does not result in the loss of an employee's work time, or in the provision of medical care to the employee, the employee must immediately notify the Department Head who will in turn notify the Secretary to the Town Supervisor. The Secretary to the Town Supervisor must complete a *Supervisor's Report of Incident Form*.
- The Secretary to the Town Supervisor must keep a log of the injury or illness for five years following the end of the calendar year to which it relates. A copy of this log, which includes totals and information for the year, must be posted in each department or areas where notices to employees are customarily posted.

1002 Hazard Communication Program

Statement of Compliance - The Town of Lewiston is committed to providing a safe and healthy work environment and complies with all Federal, State and local laws regarding hazard recognition, accident prevention, and working conditions. The Town considers Hazard Communication and the prevention of workplace injuries and illnesses to be of prime importance.

Guidelines - The following guidelines for the identification of chemical hazards and the preparation and proper use of containers, labels, placards, and other types of warning devices must be adhered to:

- **Chemical Inventory** - The Town must maintain an inventory of all known chemicals in use. An employee may obtain the chemical inventory from the employee's supervisor or Department Head.
- **Container Labels** - All chemicals on a work-site must be stored in the original or approved containers with the proper label attached. The Department Head must ensure that each container is labeled with the identity of the hazardous chemical contained and any appropriate hazard warnings. The Town will rely on manufacturer applied labels whenever possible. A container that is not labeled or on which the manufacturer's label has been removed, must be properly labeled. A container not properly labeled must be given to the Department Head for labeling or proper disposal.
- **Dispensing Chemicals** - An employee may dispense chemicals from original containers only in small quantities intended for immediate use. Any chemical leftover must be returned to the original container or to the Department Head for proper handling. No unmarked containers of any size are to be left in the work area unattended.

Material Safety Data Sheets (MSDS) - An employee working with a Hazardous Chemical shall obtain a copy of the Material Safety Data Sheet (MSDS) and a standard chemical reference from the employee's Department Head.

Employee Training - An employee must be trained to work safely with hazardous chemicals. This training program must cover the following areas:

- Methods used to detect the release of hazardous chemicals in the workplace;
- Physical and health hazards of chemicals and the measures used to protect employees;
- Safe work practices;
- Emergency responses to the exposure of hazardous chemicals;
- Proper use of personal protective equipment; and
- Hazard Communication Standards, including labeling and warning systems, and an explanation of the use of Material Safety Data Sheets.

Personal Protective Equipment (PPE) - Depending on job duties, an employee must routinely wear protective devices, such as gloves and safety glasses, as directed by the supervisor. An employee who is required to wear special safety equipment as directed by the supervisor must comply with the supervisor's request.

Emergency Response - Any incident of overexposure or spill of a hazardous chemical/substance must immediately be reported to the employee's supervisor. The supervisor must insure that proper emergency response actions are taken.

Hazards of Non-Routine Tasks - The Department Head must inform employees of any special tasks that may arise which would involve possible exposure to hazardous chemicals. Review of safe work procedures and use of required PPE must be conducted prior to the start of these tasks. Where necessary, areas will be posted to indicate the nature of the hazard involved.

1100 COMMUNICATION PROCEDURES

1101 *Bulletin Board*

Summary - An employee should check the bulletin boards frequently to for communications to Town employees and to keep informed on changes in employment matters.

Posting of Material – All material to be posted on bulletin boards, including memos and announcements, must have the prior approval of the appropriate Department Head.

1102 *Adverse Correspondence*

Written Communication - An employee who receives a memo, fax message, letter, telegram, legal notice, e-mail, summons, or other form of communication of a negative nature must immediately forward the document to the appropriate Department Head.

Verbal Communication - An employee who receives a verbal complaint from a Town resident of unfair treatment or expressions of anger or dissatisfaction must immediately notify the appropriate Department Head, who will in turn immediately notify the Town Supervisor.

1103 *Public Relations*

Policy Statement - The courteous, professional treatment of members of the public by all employees helps to build confidence among the taxpayers we serve. We ask that all employees make every effort to represent the Town in a polite and professional manner.

1200 DISPUTE RESOLUTION

1201 *Dispute Resolution Procedure*

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

Definition of Dispute - For the purpose of this Employee Handbook, a "dispute" will mean a claimed violation, misinterpretation, or inequitable application of any of the expressed provisions of this Employee Handbook.

Step One - An employee who claims to have a dispute may present the dispute to the employee's Department Head. The dispute must be submitted in writing within thirty calendar days from knowledge of the occurrence, or when the employee should have had knowledge.

The dispute must specify the date of submission, the name of the aggrieved employee, the date the dispute arose, the nature of the dispute, the provision of the Employee Handbook that was allegedly violated, a statement of facts, times, dates, and the remedy sought.

Within seven calendar days after receiving the dispute, the employee's Department Head will meet with the aggrieved employee. Within seven calendar days after the meeting, the employee's Department Head will issue a written response to the dispute, which shall be given to the employee and the Town Supervisor. The response will be placed in the employee's personnel file.

Step Two - In the event the employee is not satisfied with the response to the dispute at Step One, or the employee reasonably believes that the employee cannot present the dispute to the employee's Department Head, the employee may submit the matter to the Town Supervisor.

The appeal must be submitted, in writing, within seven calendar days from receiving the Step One response, or when the Step One response should have been received; or if Step One is not utilized for the above reason, within thirty calendar days from knowledge of the occurrence, or when the employee should have had knowledge.

Within seven calendar days after receiving the dispute, the Town Supervisor will meet with the aggrieved employee. The Town Supervisor will investigate the matter and, within seven calendar days issue a written response to the dispute, which shall be given to the employee and placed in the employee's personnel file.

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Within seven calendar days after receiving the dispute, the Town Supervisor will meet with the aggrieved employee. The Town Supervisor will investigate the matter and, within seven calendar days issue a written response to the dispute, which shall be given to the employee and placed in the employee's personnel file.

Step Three - In the event the employee is not satisfied with the response to the dispute at Step Two, the employee may submit the matter to the Town Board by filing a Request for Hearing with the Secretary to the Town Supervisor.

The Request for Hearing must be submitted, in writing, within seven calendar days from receiving the Step Three response, or when the response should have been received. The Request for Hearing will include a written statement of the dispute as outlined in Step One of this Procedure.

The Town Board will set the time and place for the hearing. The conduct of the hearing will be under the exclusive jurisdiction and control of the Town Board. All decisions rendered by the Town Board will be final and binding.

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

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

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

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

Union-Represented Employees – *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement to determine if the employee's dispute may be subject to the grievance procedure contained in the collective bargaining agreement.*

