

# ***TOWN OF SPRAGUE***

## ***EMPLOYEE HANDBOOK***

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## WELCOME

The Town of Sprague was incorporated in 1861. We are comprised of three pristine villages, Baltic, Hanover, and Versailles, which make up Sprague, a picture-postcard turn-of-the-century mill town. We are the only town in the area that can boast three post offices: one in Baltic, one in Hanover and one in Versailles. We are known for our great salmon fishing, canoeing and picturesque woods. Our little town is clustered around the banks of the Shetucket River, which flows from Willimantic to Norwich.

As you travel through Sprague stop in each Village and check out all of the scenery, which the Garden Club has enhanced with their boxes of seasonal plantings.

Each village has its own unique places to visit.

Baltic has a playground that is handicapped accessible with a double picnic table. You can have an old fashioned skating party with a bonfire on Pine Pond. Those who do not wish to skate may walk on the new track. We also have a Gazebo to sit in on hot nights to feel the cool breeze off the water and listen to concerts put on by local people. On bright summer days you can walk around the Reservoir and watch the wildlife.

Hanover has a lot of great cemeteries. They also have a great playground for the children, and the oldest post office in Sprague, established on May 17, 1866. (Lewis Saxton, Post Master).

Versailles originally was called Eagleville. In 1871, S.L.and T.D. Sayles bought the Vers Woolen Mill in Eagleville and called it the Vers-Sayles Woolen Mill. This is perhaps the origin of the name Versailles. On May 13, 1872, the name of the Post Office was changed to Versailles. The scenic little villages are so closely spaced that anyone who likes a good hike could make the "Grand Tour"an enjoyable part of their visit to Sprague!

**RECEIPT OF EMPLOYEE HANDBOOK**

**SAMPLE FORM:** An original is attached to the back of the Handbook. Please sign the original form and return it to the First Selectman’s office.

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

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

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

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

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

**I UNDERSTAND THAT UNLESS MY EMPLOYMENT IS COVERED BY AN INDIVIDUAL EMPLOYMENT AGREEMENT OR COLLECTIVE BARGAINING AGREEMENT, PROVIDING FOR THE CONTRARY, MY EMPLOYMENT CAN BE TERMINATED WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, AT EITHER MY OPTION, OR THE OPTION OF TOWN OF SPRAGUE.** Only the First Selectman has the authority to enter into agreements for employment for any specified period of time.

**Please sign and return this form to the First Selectman’s office.**

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

\_\_\_\_\_  
DATE

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

## INTRODUCTION

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

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

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

## DISCLAIMER

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

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

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

## **EMPLOYEE CATEGORIES/GLOSSARY OF EMPLOYMENT TERMS**

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

Employer: The Town of Sprague

Supervisor: Administrative personnel responsible for delegating and/or supervising daily work assignments.

Exempt: Employees who are not subject to the overtime provisions of the wage and hour law. They have qualified for exemption under the law as executive, administrative or professional employees and outside salespersons.

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

Introductory/New Employee: A newly hired person who has not yet completed ninety (90) days uninterrupted employment.

Regular Full-Time: An employee who is not in a temporary or introductory status and who is regularly scheduled to work either thirty-five (35) or forty (40) hours per week, depending on Department. Regular full-time employees are eligible for all Town fringe benefits.

Regular Part-Time: An employee who is regularly scheduled to work less than thirty-five (35) hours weekly and maintains continuous employment. Regular Part-Time employees are not eligible for Town fringe benefits described in this handbook, except as granted on occasion, or to the extent required by provision of state and/or federal laws.

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

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

Reemployment: The status of an employee who leaves the Town on good terms only (i.e., leaves voluntarily, gives two weeks notice, works fully through the last two (2) weeks, is not terminated, etc.) and later seeks re-employment with the Town.

## CONFLICTS OF INTEREST/STANDARDS OF CONDUCT

- I. Purpose: This policy represents the standards of conduct expected of all employees of the Town of Sprague, and to all elected and appointed officials. The Board of Selectmen is responsible for ensuring that all employees are aware of this policy, and the standards of conduct that apply to them in their jobs. Employees are responsible for complying with this policy as well as exercising reasonable judgment and awareness of outside laws and regulations not specifically called out in this policy which may affect their performance as a Town employee.
  
- II. Policy: It is the Town's policy to carry out its mission fairly, impartially and in an ethical manner. This commitment means that the Town and its employees are expected to believe in and practice the following values:
  - To be honest and trustworthy in all business endeavors.
  - To be responsible, truthful and accurate in all communication and activity.
  - To be dedicated and loyal to the Town of Sprague and to our country and its laws.
  - To honor the public's trust by using Town property, materials and resources only for Town purposes and not for personal benefit or gain.
  
- III. Jurisdiction/Applicability: This policy applies to all employees of the Town of Sprague, and to all elected and appointed officials, without exception. For purposes of this policy, the term employee includes elected and appointed officials.
  
- IV. Procedure: The Town of Sprague has established a variety of mechanisms for employees to receive information or to obtain counseling on ethics related issues, as well as to report suspected violations. The mechanisms include the following:
  - A. Reporting Issues or Concerns. It is always recommend that an employee initially seek help or guidance with business ethics from their immediate supervisor to resolve issues or concerns. However, employees do not have to go through the regular chain of reporting procedures when reporting suspected violations. Moreover, if the individual is uncomfortable contacting his or her supervisor because he or she believes the supervisor may not receive the complaint impartially, the employee may contact the First Selectman or any other member of the Board of Selectmen.
  
  - B. First Selectman or Board of Selectmen. Employees may contact the First Selectman or any member of the Board of Selectmen at any time for advice, information, policy interpretation, or reporting of suspected ethics violations or issues. All reports to or requests of the First Selectman or the Board of Selectmen whether verbal or written, including the identity of the employee and the information provided will be treated confidentially to the maximum extent possible.

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

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

A. Utilizing and Protecting Town Assets and Other Data. All employees have a responsibility to protect and safeguard Town assets against loss, theft and misuse. Town assets include not only cash and physical articles such as computers, vehicles, tools, office supplies etc., but also information about Town residents.

B. Physical Property. Town equipment, supplies and facilities are the sole property of the Town and, as such, may only be used for conducting town business or for other purposes expressly authorized by the Board of Selectmen.

C. Gifts, Gratuities and Entertainment. Employees may provide and accept customary business amenities, such as advertising, promotional, or goodwill gifts (e.g., pens, mugs, calendars) of nominal retail value (less than \$20.00 value). It is also acceptable for employees to participate in business-related functions, such as lunches or dinners. However, good judgment must be exercised regarding the cost, frequency and the intent to influence or appearance of being influenced.

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

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

E. Employment of Spouse and Relatives. Hiring of spouse or other relatives as employees or consultants is permitted only with the knowledge and consent of the

Board of Selectmen. A spouse or other relative may not be placed or accept a position involving a direct or indirect reporting relationship to the current employee.

- VI. Business Ethics for Employees Outside of Normal Work Hours: There are activities that you may participate in as a private individual, which, because of your employment with the Town of Sprague, may lead to conflicts of interest or other concerns. A conflict of interest may be cause for dismissal.
- A. Conflict of Interest. A conflict of interest exists if an employee participates in non-town activities or interests that affect the employee's loyalty, objectivity or commitments to the Town. The most common conflicts are addressed below.
- B. Time and Assets. Employees may not perform outside work or solicit business while on Town time or premises, and may not use Town materials, resources, property or proprietary information for any non-Town purpose. The Town's electronic communications systems (e.g., telephones, computers, copying machines, fax machines, etc.) should be used for business purposes only.
- C. Political Activity. Employees who run for office, serve as a public official or campaign for a political candidate must do so on their own personal time. Town assets and resources may not be used or deployed in support of personal political activity, nor will the Town reimburse employees for expenses incurred in support of personal political activity.
- VII. Compliance. While it is important that common sense be employed in interpreting and carrying out these standards of business ethics and conduct, violations to this policy may result in serious consequences for the Town of Sprague and its employees. Employees are encouraged to become familiar with the policy areas and procedures affecting them, and to seek assistance or guidance when necessary.

Employees have the responsibility to be alert and sensitive to actions by others that may be improper, unethical or illegal. If or when it appears that a fellow employee may be in violation of Town rules or regulations, employees have the obligation to bring that situation to his or her attention and, if not corrected, to the attention of the resources identified in Section IV above.

While employees are encouraged to report known or suspected violations to the Town, information obtained through rumor or hearsay should be handled with care and good judgment.

- VIII. Disciplinary Action as a Result of Non-Compliance: The Town of Sprague is committed to operating according to the highest standards of business ethics and conduct. This policy is important to the Town and should be taken seriously by all employees. As a

result, non-compliance or violation of these standards will not be accepted or tolerated, and will lead to disciplinary action up to and including termination.

## **DISCIPLINE**

Disciplinary actions generally follow this order:

- (a) Verbal warning;
- (b) Written warning;
- (c) Suspension; and
- (d) Discharge.

Deviation from the above order for disciplinary actions may be warranted depending upon the severity of the infraction, history of discipline and the work record of the employee.

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

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

If you have any questions, we urge you to talk with your supervisor. However, if the problem or complaint is of a personal nature, or a very delicate matter, you may first meet with any member of the Board of Selectmen, including the First Selectman.

We believe that the interest of our employees and the Town are best served by direct communications between the employer and employee rather than through an outside organization. Our open door policy allows all questions regarding your employment to be discussed through both informal and formal procedures as outlined below:

1. Supervisor: Most of your questions and concerns may be satisfactorily settled by your Supervisor.
2. First Selectman: If discussions with your immediate supervisor prove unsatisfactory, you may present an issue to the First Selectman.

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

## **EMPLOYMENT APPLICATIONS**

The Town of Sprague relies upon the accuracy of information contained in the employment application and resumes, as well as the accuracy of other data presented throughout the hiring process and employment. The Town may investigate references provided by the applicants to determine the applicant's ability.

Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Town's exclusion of the individual from further consideration for employment, or if the person has been hired, termination of employment.

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

## **IMMIGRATION LAW COMPLIANCE**

The Town is committed to employing only United States citizens and aliens who are authorized to work in the United States. The Town of Sprague does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

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

## **MEDICAL EXAMINATION**

Successful applicants to whom conditional offers of employment have been extended may be required, as a condition of employment, to pass a medical examination to establish both their fitness to perform the job for which they have applied and their fitness to do so without endangering the health and safety of themselves or others.

Medical examinations must be performed by a physician approved by the Town. Such examinations are the property of the Town and will be treated as confidential and held in separate

medical files. All elements of the examination must be complete before the employee is permitted to begin work. The cost differential, if any, between any insurance coverage and the examination shall be borne by the Town.

## **NEW EMPLOYEES**

Before you, as a newly hired employee, can achieve regular status (see Employee Categories/Glossary of Employment Terms) you must meet two requirements:

1. You must successfully complete ninety (90) days of continuous, active employment; and
2. You must be formally reviewed by your Supervisor to determine if you have successfully performed your duties and responsibilities during the ninety (90) day introductory period. Since this introductory period is an extension of the application/examination process, a determination of unsatisfactory performance is considered a failure to meet the basic job qualifications.

**YOUR EMPLOYMENT CAN BE TERMINATED WITH OR WITHOUT CAUSE, DURING THIS NINETY (90) DAY PERIOD OR AT ANY OTHER TIME, AT EITHER YOUR OPTION, OR THE OPTION OF THE TOWN OF SPRAGUE.** Only the First Selectman has the authority to enter into agreements for employment for any specified period of time.

## **PERFORMANCE REVIEW**

The Town of Sprague has a program which defines your job, determines where your job fits in relation to other jobs and to the Town as a whole, and provides a method to appraise and reward your performance. Briefly the program consists of these principle elements:

- Position Description. The position description is intended to provide you and your supervisor with a common understanding of the general nature of your work and duties to be performed, as defined by the Town.
- Position Evaluation. All positions, including elected positions, are reviewed to establish each position's relative value within the Town. All new hires or new classifications are evaluated. This process evaluates the position only, not the employee's performance in the position.
- Merit Pay. The Town may, solely, within its own discretion and without such action being deemed to be in any way a modification of, or extension or addition to, the wage rates under this agreement or without being bound for any other purpose by such action, grant and/or withdraw increases for merit.
- Performance Appraisal. Performance reviews, both formal and informal, provide supervisors and employees the opportunity to discuss job tasks, identify and

correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

## **PERSONNEL FILES**

For the purposes of the Town, "personnel file" means papers, documents and reports pertaining to a particular employee which is used or have been used by the Town to determine the employee's eligibility for employment, promotion, additional compensation, transfer, termination, disciplinary or other adverse personnel action, including employee evaluations or reports relating to the employee's character, credit and work habits.

"Personnel file" does NOT mean medical records, letters of reference or recommendations from third parties including former employers, materials which are used by the Town to plan for future operations, information contained in separately maintained security files, test information, or documents which are developed or prepared for used in civil, criminal or grievance procedures.

Personnel files are maintained by the First Selectman's office. A copy of all records relating to progressive discipline, i.e., terminations, suspensions, written and oral warnings are maintained in the Town's personnel files.

Employees who wish to obtain a copy or review their file must submit a written request to the First Selectman and may review their personnel file in the First Selectman's Office and in the presence of an individual appointed by the First Selectman.

It is important to keep your personnel file up to date. Coverage or benefits that you and/or your family receive could be negatively affected if the information in your personnel file is incorrect. Please inform the First Selectman of any change(s) in the following items, as soon as possible:

- ★ Legal name
- ★ Home address
- ★ Home telephone number
- ★ Person to contact in case of emergency
- ★ Number of dependents
- ★ Marital status
- ★ Change of beneficiary
- ★ Military or draft status
- ★ Exemptions for your W-4 tax form
- ★ Driving record or status of driver's license and proof of insurance

Personnel files are the property of the Town, and access to the information they contain is restricted. Generally, only the First Selectman, his Administrative Assistant, Department Heads and Supervisors of the Town, who have a legitimate reason to review information in a file, are allowed to do so. Information provided to external agencies (e.g., credit agencies, potential employers) is limited to name, title, dates of employment, and wage or salary history. No other

information will be released unless the employee or a former employee has given written permission for release or unless the Town is required to disclose such information by law.

Medical Records. Medical records, if any, are maintained in separate, confidential files in the First Selectman's office. Copies of medical records may be obtained upon written request.

## **VIOLENCE IN THE WORKPLACE**

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

The Town of Sprague seeks to have a workplace free of violence and the threat of violence. All employees should note that **THERE WILL BE ZERO TOLERANCE OF ACTS OR THREATS OF VIOLENCE IN OUR WORKPLACE BY EMPLOYEES, THE GENERAL PUBLIC, AND/OR ANYONE WHO CONDUCTS BUSINESS WITH THE TOWN OF SPRAGUE.** It is the intent of the Town of Sprague to provide a workplace which is free from physical attacks, harassment, property crimes, threats, or any other violent act.

The Town has developed the following procedures and principles with regard to violence in the workplace. It is imperative that each employee familiarizes him or herself with these policies and regulations in order to facilitate the goals of the Town in this regard.

### **I. DEFINITIONS:**

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

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

3. Any implied threat, made seriously or in jest, made either verbally or by an employee's conduct or physical gesturing, that a reasonable person would construe as coercive, intimidating or menacing.
4. Harassment, often involving verbal abuse, including unwanted telephone calls, involves acts or language by a party designed to damage or harm another.
5. Vulgar or obscene language, racial or ethnic slurs.
6. Brandishment of, or threatening with, a weapon, dangerous instrument or item construed to be or utilized as a weapon. Such instruments include but are not limited to firearms (including but not limited to models, replicas, or an object whose outline represents a firearm), knives, mace, bats, ammunition, clubs and other such items.
7. Property crimes: violent people sometimes express their aggressions in acts of property crimes, sabotage, theft, and destruction.

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

B. "Workplace" is defined as:

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

**II. WORKPLACE MISCONDUCT**

A. The possession of firearms, whether or not licensed, and including, but not limited to, models, replicas or an object whose outline represents a firearm, and/or ammunition, in the workplace is grounds for discipline up to and including termination. The use of a weapon or any other dangerous instrument in a fight or disagreement with another worker or member of the general public is grounds for an immediate termination. Similarly, threatening anyone with a weapon also may be treated as grounds for immediate termination.

- B. An employee who starts a fight with anyone will be subject to discipline, up to and including termination.
- C. Employees who feel they are being provoked or harassed by co-workers or a member of the general public should discuss this problem with their Supervisor and/or First Selectman.
- D. All employees are required to meet the Town's standards of courtesy to members of the general public and co-workers.

### III. REPORTING PROCEDURES

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

### IV. DISCIPLINARY REMEDIES

- A. Each incident will be evaluated independently and a proper remedy will be provided based upon the nature of the offense, duration, totality of the

circumstances and past offenses. Remedies could range from an oral reprimand to suspension and/or immediate termination depending upon the severity of the offense. The employee may be subject to criminal charges and penalties.

- B. Incidents involving weapons or other dangerous instruments are grounds for immediate suspension and may be subject to further disciplinary action up to including termination from employment.
- C. Any employee who acts in good faith by reporting real or implied violent behavior will not be subjected to any form of retaliation or harassment. Any action of this type resulting from a report of violence must be reported to The First Selectman for investigation and decision regarding proper action and sanction. Conversely, false or malicious reporting will also result in investigation and appropriate sanction.

## V. EXCEPTIONS

- A. Employees who believe they require a weapon or instrumentality for self-protection must request an exception from the First Selectman and receive written authorization. Authorization will not be granted unless the employee can show he or she is in danger and the weapon requested is the least intrusive form of protection. For example, an employee traveling to a remote area at night might be authorized to carry mace but not a firearm.

## VI. PREVENTION

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

***ANY QUESTIONS ON THIS POLICY SHOULD BE REFERRED TO YOUR SUPERVISOR OR THE FIRST SELECTMAN.***

## **WORKPLACE HARASSMENT POLICY**

### **I. POLICY**

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

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

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

Because the Town takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose necessary corrective action, including discipline where appropriate. It is important to note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to take disciplinary or remedial action for workplace conduct that we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

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

- Verbal abuse of a sexual nature;
- Use of sexually degrading words;
- Jokes or language of a sexual nature;
- Conversation or gossip with sexual overtones;
- Obscene or suggestive gestures or sounds;
- Sexually-oriented teasing;
- Verbal comments of a sexual nature about an individual's appearance or sexual terms used to describe an individual;
- Inquiries into one's sexual experiences;
- Discussion of one's sexual activities;
- Comments, jokes or threats directed at a person because of his/her sexual preference;

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

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

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

Individual Responsibilities. Each individual of the Town is personally responsible for:

- Ensuring that his or her conduct does not sexually harass any other person with whom he or she comes in contact on the job, such as an outside vendor or member of the general public;

- Cooperating in any investigation of alleged sexual harassment by providing any information he or she possesses concerning the matter being investigated;
- Actively participating in efforts to prevent and eliminate sexual harassment and to maintain a working environment free from such discrimination;
- Ensuring that an individual who files a sexual harassment claim or cooperates in an investigation may do so without fear of retaliation or reprisal;

Any individual who believes he or she has been the subject of any form of sexual harassment may advise the individual of the offensive nature of the conduct or action being objected to or bring the alleged incident or situation to the attention of their supervisor or the Harassment Grievance Officer.

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

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

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

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

## II. VIOLATION OF POLICY

Any individual engaging in workplace harassment or sexual harassment will be subject to appropriate discipline, up to and including termination, by the Town.

## III. PROCEDURES FOR COMPLAINTS

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

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

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

***ANY QUESTIONS ON THIS POLICY SHOULD BE REFERRED TO YOUR DEPARTMENT HEAD, THE HARASSMENT GRIEVANCE OFFICER OR ANY MEMBER OF THE BOARD OF SELECTMEN.***

## **BENEFITS**

Eligible employees at the Town of Sprague are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law. Eligibility for other benefits is dependent upon a variety of factors, including the employee's classification. The First Selectman can identify the programs for which you are/will be eligible.

Details of many of these programs can be found elsewhere in the employee handbook and should be carefully reviewed. A package describing each of the offered benefits, in detail, will be provided to each new employee. It is then the employee's responsibility to initiate enrollment in those plans he or she selects.

### **INSURANCE**

For the benefit and protection of our regular full-time employees (35 hours a week), who have completed ninety (90) days of employment, we provide a comprehensive group insurance. The cost of coverage is shared by the employee and the Town.

Employees who elect coverage are required to contribute their portion of the premium cost through automatic payroll deduction. If employee desires insurance for his/her dependents, arrangements can be made to have the additional premium deducted.

Employees who decline coverage must sign a waiver of insurance for the Town to keep on file.

Additional insurance coverage (e.g., life insurance and dental insurance) may be available.

A detailed explanation of all benefits, limitations and provisions is provided in separate booklets with which you will be provided. If you have any questions about the plan, contact the First Selectman.

### **INSURANCE (WAIVER OF COVERAGE)**

Notwithstanding the above, employees may voluntarily elect to waive, in writing, all medical insurance coverage outlined above. Payment to those employees waiving such coverage shall be made in June of each year for the previous year in the amount of the premium saved by the Employer at the time of the waiver, because of said waiver, or the following schedule, whichever is less:

<u>Coverage</u>	<u>Payment</u>
Single	\$ 850
Two-Person	\$1,250
Family	\$1,450

- (a) When a change in an employee's status prompts the employee to resume Employer - provided insurance coverage, the written waiver may, upon written notice to the Employer, be revoked. Upon receipt of revocation of the waiver, insurance coverage shall be reinstated as soon as possible; subject, however, to any regulations or restrictions, including waiting periods, which may then be prescribed by the appropriate insurance carriers. Depending upon the effective date of such reinstated coverage, appropriate financial adjustments shall be made between the employee and the Employer to ensure that the employee has been compensated, but not overcompensated, for any waiver elected in this section.
- (b) Notice of intention to waive insurance coverage must be sent to the First Selectman not later than May 1st, to be effective on July 1st of each contract year. The election waiver coverage shall only be approved after the employee has provided the Employer with proof of alternative insurance coverage.
- (c) Waiver of coverage procedures must be acceptable to the applicable insurance carrier.

### **INSURANCE BENEFITS CONTINUATION (COBRA)**

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of that law.

If you are an employee of the Town of Sprague and are covered by the Town's group health insurance plan (the "Plan"), you have a right to choose this continuation coverage if you lose your group health coverage because the hours of employment are reduced or your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee covered by the Plan, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happen:

1. Your spouse dies.
2. Your spouse's hours of employment are reduced.
3. Your spouse's employment ends for any reason other than his or her gross misconduct.
4. You become divorced or legally separated from your spouse.
5. Your spouse becomes eligible for Medicare benefits (under Part A, Part B, or both).

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happen:

1. The parent-employee dies.
2. The parent-employee's hours of employment are reduced.
3. The parent-employee's employment ends for any reason other than his or her gross misconduct.
4. The parents become divorced or legally separated.
5. A parent-employee becomes eligible for Medicare benefits (under Part A, Part B, or both).
6. The child stops being eligible for coverage under the plan as a "dependent child."

***UNDER THE LAW, THE EMPLOYEE OR A FAMILY MEMBER HAS THE RESPONSIBILITY TO INFORM THE PLAN ADMINISTRATOR OF A DIVORCE, LEGAL SEPARATION, OR A CHILD LOSING DEPENDENT STATUS UNDER THE PLAN WITHIN 60 DAYS AFTER THE QUALIFYING EVENT OCCURS. THE COMPANY HAS THE RESPONSIBILITY TO NOTIFY THE PLAN ADMINISTRATOR OF THE EMPLOYEE'S DEATH, TERMINATION OF EMPLOYMENT, REDUCTION IN HOURS, COMMENCEMENT OF PROCEEDING IN BANKRUPTCY WITH RESPECT TO THE EMPLOYER, OR THE EMPLOYEE BECOMING ELIGIBLE FOR MEDICARE BENEFITS (UNDER PART A, PART B OR BOTH).***

When the Plan Administrator is notified that one of these events has happened, he or she will, in turn, notify you that you have the right to choose continuation coverage. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children. Under the law you have at least sixty (60) days from the date you would lose coverage, due to one of the qualifying events described above, to inform the Plan Administrator that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, the Town is required to give you coverage which, as of the time coverage is provided, is identical to the coverage provided under the plan to similarly situated employees or family members.

COBRA continuation is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment,

and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

An additional eleven (11) months will be available to a covered employee and an enrolled dependent who is determined to be disabled under Title II or Title XVI of the Social Security Act at the time he or she becomes eligible for extended continuation coverage under COBRA; or becomes disabled at any time during the first sixty (60) days of COBRA continuation coverage. The covered employee or enrolled dependent must provide notice of the disability determination to the Plan Administrator not later than sixty (60) days after the date of the Social Security Administration's determination, and before the end of the initial eighteen (18) months of COBRA continuation coverage.

If it is determined that the member is no longer disabled, the extended continuation of coverage period can be terminated on the first of the month following thirty (30) days after the final determination notice.

However, the law also provides that your continuation coverage may be cut short for any of the following four reasons:

1. The Town no longer provides group health coverage to any of its employees.
2. The premium for your continuation coverage is not paid.
3. You become eligible for benefits under another group health plan as a result of employment, re-employment, or marriage, except when the new plan contains any exclusion or limitation relating to any pre-existing condition.
4. You become eligible for Medicare.

You do not have to show that you are insurable to choose continuation coverage. However, under the law you may have to pay all or part of the premium for your continuation coverage.

The law also says that, at the end of the eighteen (18) months or three (3) year continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under the Plan.

The Town reserves the right to charge an administrative fee of two (2%) percent for COBRA enrollees.

If you have any questions about the law, please contact the Plan Administrator. Also, if you have changed marital status or you or your spouse has changed your address please notify the First Selectman and/or the Plan Administrator.

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).

## **DEFERRED INCOME PROGRAM**

The Town of Sprague has established a Deferred Income Program for its employees. A complete description of the plan describing the benefits, eligibility requirements and the Town's and employee's responsibilities will be provided to each new employee. It is the employee's responsibility to initiate enrollment. The Town of Sprague reserves the right to discontinue this plan or to adopt an alternative plan. For full time employees, after 2 years employed, Town pays 4% based on regular salary into Deferred Compensation.

## **EDUCATION/TRAINING**

From time to time, the Town of Sprague may arrange for employees to attend both formal and informal training programs to enable them to progress in their technical knowledge. All or a portion of the expenses for off-premises training may be paid for by the Town of Sprague depending on the nature of the course. Check with the First Selectman for details.

If you become aware of a particular seminar that you believe is appropriate for enhancing your skills (and/or those of other employees), please bring it to the attention of the First Selectman. The employee must obtain the First Selectman's written approval prior to attending any program that is conducted during working hours.

## **PRE-TAX (SECTION 125) PLAN**

The Employer offers a pre-tax contribution option for employees. This employee benefit is known as a Section 125 plan. Employees electing this option shall be afforded the opportunity to make contributions toward premiums for medical insurance, dental insurance and out-of-pocket medical expenses on a pre-tax, rather than an after-tax basis.

## **TRAVEL/EXPENSE REIMBURSEMENT**

The Town of Sprague will reimburse employees for authorized business and/or travel expenses. In order to receive reimbursement, employees must have their supervisor's prior written authorization and must submit an expense report/voucher accompanied by receipts and approved

by their supervisor. Employees should submit their expense report/voucher each week, as the authorized reimbursable expenses are incurred.

Employees authorized to use their personal vehicle while conducting Town business, will be reimbursed at the Internal Revenue Service's ("IRS") current approved rate per mile. This expense should be submitted on the employee's weekly expense report/voucher.

Insurance Coverage: Employees are required to maintain adequate automobile insurance coverage when utilizing privately owned or rental vehicles for Town business.

## **WORKERS' COMPENSATION INSURANCE**

The purpose of the workers' compensation law is to provide financial assistance to you if you are injured on the job. On-the-job injuries are covered by workers' compensation insurance. How much you will be paid, for how long, and when benefits become payable may vary. While absent from work on Workers' Compensation, the employee will not continue to accumulate vacation time or accrue seniority.

Neither the Town nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Town, or during an employee's employment by another Employer.

Employees of the Town of Sprague who are filing an injury report (Claim or Occurrence) through CIRMA Workman's Compensation must report to Concentra, (Our Initial Care Provider for medical treatment) – One Connecticut Ave, Norwich, CT 06360; Phone: 860 859-5100.

**SEE PAGES 42 THROUGH 45 for details on Worker's Compensation/Return to work program.**

## LEAVE TIME

### **BEREAVEMENT LEAVE**

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Up to three (3) consecutive days of paid bereavement leave will be provided to eligible employees in order for them to attend the funeral.

Bereavement Leave is intended for the convenience of the bereaved to complete necessary arrangements, not guaranteed time off.

The Town defines "immediate family" as the employee's spouse, parent, stepparent, child, brother, sister, grandchild, grandparent or the same spousal family members.

### **HOLIDAYS**

Regular full-time employees shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floating Holiday*(Lincoln BD)
Labor Day	

Part-time employees are eligible for holiday days that are applicable based on their regular schedule. This includes: Bookkeeper, Grant Writer, Senior Director, Two Senior Drivers and four employees at the Library. When a holiday falls on a day that the employee is not scheduled to work, holiday pay will not apply. **(VOTED AT THE BOARD OF SELECTMEN'S MEETING ON MARCH 9, 2016)**

\*The First Selectman shall have the sole discretion to designate the floating holiday.

\*If at any time a holiday falls on a Friday, Employees may use it as a **(PL)** day.

Holiday pay is calculated based on the employee's straight-time pay rate (as of the day of the holiday) times the number of hours the employee would have otherwise worked on that day.

To be eligible for holiday pay, employees must work the last scheduled day immediately before and following the holiday. Only excused absences will be considered exceptions to this policy.

We schedule all national holidays on the day designated by common business practice. Usually, a holiday which falls on a Saturday is observed on the preceding Thursday and a holiday which falls on Sunday is observed on the following Monday.

Since Town employees are not scheduled to work on Fridays, if a paid holiday falls on a Friday, employees will be credited with an additional personal leave day. Employees must comply with the Town's basic guidelines for taking a personal leave day set forth more fully in the Personal Leave Section in this Handbook.

If a holiday occurs during your scheduled vacation, you are permitted to take an extra day of vacation.

You are not eligible to receive holiday pay when you are on a leave of absence.

Employees requesting to take time off from work for any religious or ethnic holiday not considered a Town paid holiday, may utilize personal leave time, accrued vacation time or may take the day without pay.

## **JURY DUTY LEAVE**

Full-time employees, who are required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as the result of such service, up to a maximum of five (5) calendar days. An employee who reports for such service and is excused therefrom shall immediately contact his/her supervisor and report for work, if requested. Additional paid leave may be approved, at the sole discretion of the Board of Selectmen.

### Procedure

1. An employee who receives notice of jury duty must notify his/her supervisor within forty-eight (48) hours of receipt of the jury summons in order that arrangements may be made to cover his or her position. A copy of the jury summons must be provided.
2. An employee serving on jury duty must present the official court documentation to the First Selectman who will thereafter arrange for remuneration.

## **LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT**

The federal Family and Medical Leave Act (29 USC §2601) requires certain employers to grant unpaid leave of absence to qualified workers in case of birth or adoption of a child; serious health condition of a child, spouse, parent, or the employee; to care for a son, daughter, parent or next of kin who is a covered service member with a serious illness or injury incurred in the line of duty; or a qualifying exigency for the spouse, son, daughter, parent or next of kin of a covered military member serving in the National Guard or Reserves.

Covered Employers. The Federal Family and Medical Leave Act ("FMLA") covers employers

with 50 or more employees as determined over a period of time.

Reasons for Leave. The FMLA provides leave for

- (1) the birth, adoption, or foster placement of a child,
- (2) care for a child, spouse or parent with a serious health condition, and
- (3) the employee's own serious health condition.
- (4) care for a son, daughter, parent or next of kin who is a covered service member with a serious illness or injury incurred in the line of duty (i.e., military caregiver leave).
- (5) any qualifying exigency for the spouse, son, daughter, parent or next of kin of a covered military member servicing in the National Guard or Reserves.

Leave Eligibility/Entitlement.

A. An employee who has been employed by the Company for twelve (12) months and who completed 1250 hours of work during the twelve (12) month period immediately preceding the commencement of such leave, will be entitled to up to twelve (12) weeks leave in a twelve (12) month period in accordance with its provisions and the provisions of this policy. For military caregiver leave, up to twenty-six (26) work weeks of leave in a single twelve (12) month period may be taken.

B. An Employee must substitute any paid accrued leave for all or part of any leave under the FMLA.

Year for Purposes of Determining Leave Entitlement: For purposes of determining an employee's leave entitlement under the FMLA, the fifty-two (52) week period immediately preceding the commencement of leave under the Act shall be the applicable measuring period.

Payment of Group Insurance Premiums During Leave: Each employee on unpaid leave under the FMLA shall remain responsible for paying the employee share, if any, of the premium for coverage elected by the employee and shall directly submit to the Company, not later than the employee's normal payday, the amount of the premium owed by the employee.

Employees applying for and granted a family leave of absence are required to meet notification and documentation requirements as outlined further in this policy. Failure to meet these requirements may result in the denial or revocation of family leave.

Employee Notice and Scheduling Requirements:

- (1) An employee requesting family leave is required to give thirty (30) days' notice

before the date the leave is to begin. If the employee becomes aware of the need for leave less than thirty (30) days prior to the leave date, the employee is to provide notice the same day or next business day. If leave is not foreseeable, the employee must comply with the company's usual notice and procedural requirements for absences.

(2) When a leave is related to a serious health condition, the employee must make a reasonable effort to schedule treatment(s) so as not to unduly disrupt the Company's operations.

### Certification and Reporting Requirements

(1) The Company may require that a family leave related to a serious health condition be supported by a certification issued by the health care provider of the employee or issued by the health care provider of the employee's spouse, son, daughter, or parent, as appropriate. A copy of this certification shall be provided to the Company in a timely manner.

(2) The Company may require that military care giver leave be supported by certification of a serious illness or injury of the covered service member. A copy of this certification shall be provided to the Company in a timely manner.

(3) The Company may require that qualifying exigency leave for military family leave be supported by appropriate certification. A copy of this certification shall be provided to the Company in a timely manner.

(4) If the Company identifies deficiencies in the certification (e.g., the certification is incomplete or the certification is vague, ambiguous and/or non-responsive), it may provide the employee with seven (7) calendar days within which to cure the deficiencies.

(5) If the Company questions the validity of the certification, it may require, at the Company's expense, that the employee obtain a second opinion. If the second opinion conflicts with the original opinion, the Company may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Company and the employee. This third opinion will be considered final and binding on both parties.

(5) The Company may require that the employee obtain subsequent recertification during leave and/or fitness for duty certification at the close of leave consistent with the terms of the FMLA.

(6) The employee on FMLA leave must notify human resources periodically of his/her status and intention to return to work consistent with the terms of the FMLA. The Company will notify the employee of the specific requirements at the time of the FMLA leave.

### **MILITARY LEAVE**

The Employer will comply with the provisions of the Uniform Services Employment and Reemployment Act of 1994. An employee who is unable to report for regularly scheduled work

because the employee is required to report to active duty with the United States National Guard or a Reserve Unit of the United States Military shall, for each day of the first ten (10) workdays lost because of such duty, be compensated in an amount equal to the difference between eight (8) hours pay at his straight-time rate of pay, and the amount earned for military service not including travel, sustenance and quarters allowance.

To receive payment, an employee must present proof that he attended Reserve Armed Forces or National Guard military training and the amount paid therefore.

## **PERSONAL LEAVE**

In addition to annual vacation and official Town holidays, full-time employees shall receive two (2) personal leave days per annum. The Town provides these days to allow employees the flexibility to meet family obligations or emergencies, handle personal business, schedule medical appointments, which cannot be conducted outside of business hours, or celebrate a holiday not recognized by the Town.

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

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

## **SICK LEAVE**

The Town of Sprague provides sick time off with pay, as well as disability insurance, to all full-time employees, who have completed ninety (90) days of employment, for periods of temporary absence due to illnesses or injuries. Sick leave is a privilege, not a right. It is to be used for illness of the employee. It is not intended as extra vacation time. All full-time employees accrue sick leave benefits in accordance with these provisions:

1. All full time employees are entitled to five (5) paid sick days per year.
2. Sick leave benefits will be calculated based on the employee's per diem base rate at the time of leave.
3. Employees shall be allowed to accumulate up to a maximum of twenty (20) sick days. Once an employee has attained the maximum sick leave allowance, he/she will cease to accrue further sick leave until his/her balance falls below twenty (20) days. Forfeited sick leave will not be reinstated.

4. Sick leave compensation will begin on the employee's first day of absence.
5. Employees may be required to provide medical verification of an illness at any time.
6. Sick leave shall not be taken in segments of less than one (1) hour.
7. An employee who is unable to report to work for any reason must inform his or her Department Head as soon as possible and, with the exception of emergency situations, is requested to provide notice within thirty (30) minutes of the start of business. Please call your Department Head directly. Failure to comply with this provision may result in the denial of sick leave or in disciplinary action.
8. Sick leave shall not be paid before or after a regularly scheduled holiday or before or after a vacation unless a written physician's note is obtained.
9. Sick leave does not accrue when an employee is on either a paid or unpaid leave of absence or when an employee is on work related injury leave for an entire calendar month.

Outside Employment - Illness/Injury. The Town will not be liable for and will not grant sick leave to an employee in the event the Employee became injured/ill while engaged in outside employment.

Termination/Retirement. Employees who retire from or terminate their employment with the Town, in good standing (i.e., provide at least two (2) weeks notice and work fully through the last two (2) weeks), will be paid fifty percent (50%) of the employee's accumulated unused sick leave, to a maximum of ten (10) days.

## **VACATION**

The Town will provide vacation time off with pay to eligible full-time employees, to provide opportunities for rest, relaxation, and personal pursuits. The following vacation with pay shall be granted to all full-time non-union employees who are on the payroll and who have completed the following period of aggregate full-time employment.

<u>Years of Employment</u>	<u>Entitlement</u>
Upon completion of one (1) year	4 days (1 week)
Two (2) to four (4) years	8 days (2 weeks)
Five (5) to fourteen (14) years	12 days (3 weeks)
More than fifteen (15) years	16 days (4 weeks)

Part-time Employees (hourly) who work 20 hours or more a week will follow the schedule above. **(VOTED AT THE BOARD OF SELECTMEN'S MEETING ON 8/8/2018)**

Part-time Employees who work less than 20 hours a week will follow: Upon completion of one (1) year of employment with the Town, part-time employees will receive one (1) week of paid vacation on a pro-rated

basis (i.e., if a part-time employee normally works two and one-half (2 ½) days per week, he/she will be paid for two and one-half (2 ½) days).

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

- Scheduling of vacation periods must be arranged with your immediate Supervisor and approved by the First Selectman. All employees are required to schedule their vacation during the first month of the fiscal year (July) for the coming year. In case of conflicting dates, the employee with the greater length of service will generally be given preference.
- Vacations shall not be taken in segments of less than a half (1/2) day.
- Time off for any reason during a working day will count against an employee's vacation leave in either half-day or full-day increments, as appropriate.
- Vacation time off is paid at the employee's hourly base rate. It does not include overtime.
- If a holiday occurs when an employee is on vacation, the employee shall be entitled to an additional vacation day.
- Employees must use vacation time before the end of the fiscal year.

Termination/Retirement. Employees who retire from or terminate their employment with the Town, in good standing (i.e., provide at least two (2) weeks notice and work fully through the last two (2) weeks), will receive payment for accumulated unused vacation leave.

Can accumulate up to 20 days sick, anything over is lost. At time of termination, Town will reimburse up to 50% of accumulated sick days (which would be a maximum of 10 days).

## **PAY POLICIES AND PROCEDURES**

### **HOURS OF WORK**

The Town Hall has normal hours of operation which are Monday through Thursday from 8:00 a.m. to 4:30 p.m. and Wednesdays from 8:00 to 5:30 p.m. Employee work schedules vary throughout the Town.

Supervisors will advise employees of their individual work schedules. Starting times and the length of the workday can vary depending upon employee classification, job or individual station. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Should you have any questions concerning your work schedule, please see your supervisor.

### **BREAKS/REST PERIODS**

All full time employees are allowed to two (2) fifteen (15) minute rest breaks each day. Normally these rest breaks will be scheduled in mid-morning and mid-afternoon. Breaks will be determined by your supervisor. If you work in a department where breaks are not directly assigned, please coordinate with your co-workers to maintain adequate coverage at all times. Always be sure to return to work on time at the end of any break. In the unlikely event of an emergency or unusual condition, your supervisor may ask you to change or postpone your break in order to finish a particular project.

### **LUNCH PERIODS**

Lunch periods are scheduled depending on the needs of each department. Your supervisor will give you your lunch period schedule. You are expected to take your full one-half hour allotted time for lunch. You are requested not to perform any work during your regularly scheduled lunch period, unless specifically requested to do so by your supervisor. In that event, your lunch will be rescheduled or you will be paid for the time that you worked.

### **OVERTIME**

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. All overtime must be approved in advance by your supervisor. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment.

If you are a "non-exempt" employees (see Glossary of Employment Terms) and you perform overtime work, you will be paid one and one-half (1-1/2) times your regular hourly wage for all hours actually worked over forty (40) hours in a seven (7) day work cycle. Paid leave shall not be considered hours worked for the purpose of computing overtime pay.

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

## **PAY DEDUCTIONS**

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

The Town offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the First Selectman can assist in having your questions answered.

## **PAY PERIODS**

Employees are paid on Thursdays bi-weekly (26 weeks). In the event that a regularly scheduled payday falls on a Town day off, such as a holiday, employees will receive paychecks on the last day of work before the regularly scheduled payday.

## **TIMEKEEPING**

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

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

1. Record on your own Time Card/Sheet (and only yours) the days worked and the hours worked.
2. Record time in and out for all breaks.
3. No one is allowed to fill in another employee's time card.
4. If there is a problem with your time keeping, have your supervisor correct the error immediately.

5. No one is to work overtime without authorization.
6. No one is allowed to fill in another employee's time card.

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

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

### **WAGE GARNISHMENTS**

Whenever court-ordered deductions are to be taken from your paycheck, you will be notified. According to the Federal Wage Garnishment Act, seven (7) or more garnishments in a calendar year may be cause for dismissal.

### **W-2 FORM**

At the end of each calendar year, we will give you a W-2 Form. If you are no longer employed by us, we will mail it to your last known address. The form shows your total gross pay for the calendar year and the taxes deducted from it.

## **RULES AND REGULATIONS**

### **ATTENDANCE AND PUNCTUALITY**

Regular attendance during all scheduled hours of work including reporting for work on time and continuing to work until the end of the work day is expected of each of our employees.

Unsatisfactory attendance, including frequently reporting late or quitting early, may be cause for disciplinary action.

If you are going to be late or absent for any reason, telephone your Supervisor as far in advance of your starting time as possible, explaining why you are going to be late or absent and when you expect to return to work. It is your responsibility to notify the Town.

### **CREDIT CARDS**

The Town provides designated employees with Town credit cards to use for necessary purchases for the Town. These credit cards are issued to designated employees solely to make required purchases for the Town and are **not** under any circumstances to be used for employees' personal benefit and/or purchases.

### **DRUG AND ALCOHOL USE**

It is the policy of the Town of Sprague that customers and fellow employees have the absolute right to expect that persons employed by the Town will be free from the effects from drugs and alcohol. The Town, as the employer, has the right to expect its employees to report for work fit and able for duty, and not impaired by alcohol or drugs.

All employees are forbidden from consuming alcohol or using illegal drugs at any time during or just prior to the beginning of the work day (including lunch breaks) or anywhere on the Town's premises or sites including site buildings, properties, vehicles and the employee's personal vehicle while engaged in Town business. In addition:

1. Employees are prohibited from selling, purchasing or delivering any illegal drug at any time and at any place.
2. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on Town premises or while conducting Town of Sprague's business off the Town's premises is absolutely prohibited.
3. Off-the-job illegal drug activity or alcohol abuse that could adversely affect an employee's job performance or that could jeopardize the safety of other employees, customers, the general public, Town equipment, or the Town's relations with the public will not be tolerated.

Prescription Drugs. If job-related and consistent with business necessity, the Employer may require employees who use a prescription drug that may affect their ability to perform the

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essential functions of their position to report to their immediate supervisor when they are taking such medication.

Drug Testing. Where the Town has reasonable suspicion to believe that a current employee (1) is under the influence of drugs or alcohol, which at that time, adversely affected or could adversely affect the employee's job performance; (2) has abused prescribed drugs; or (3) has used illegal drugs, the Town of Sprague may require the employee to submit to alcohol or drug testing. The Town also may conduct drug tests for individuals seeking employment (prior to the date of their hire) or upon promotion to another position within the Town.

The Town requires that an employee notify their Supervisor within five (5) days after a conviction of any criminal drug statute for a violation occurring outside the workplace.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the First Selectman without fear of reprisal.

## **ELECTRONIC MONITORING POLICY**

The Town of Sprague maintains the right to monitor the job performance and work behavior of its employees. Due to advances in technology in the past two decades, the Town has available to it various forms of electronic monitoring. Electronic monitoring is defined as collecting information by any means other than direct observation, including the use of computer, telephone, wire, radio, camera, electromagnetic, photoelectronic or photo-optical systems. Through the posting and distribution of this policy, the Town of Sprague hereby puts all employees on notice that it intends to utilize all of the above listed forms of electronic monitoring, as appropriate to individual employees. The specific types of electronic monitoring that will occur include, but are not limited to:

- \_ Accessing messages on individual employee voice mail.
- \_ Accessing messages sent via e-mail or otherwise to or from a Town computer.
- \_ Reviewing telephone records to determine numbers called or that calls are received from and the duration of calls.
- \_ Review of computer systems to observe:
  - times employee logged in and/or out from Town computers
  - addresses of internet locations accessed on Town computers
  - files saved or deleted by an employee on any Town computer
  - e-mails sent and/or received by an employee using any Town computer
  - the presence of any unauthorized hardware or software installation
- \_ Review of any data collected by any card key access system on any Town property

- Video surveillance of areas where Town property and/or supplies are stored, such as tool rooms, workshops, file rooms and other storage areas

Employees should also be advised that any data collected from any of these sources may also constitute “public records” pursuant to the State Freedom of Information Act and therefore be subject to public disclosure as well as being used by the Town to make employment decisions, including but not limited to disciplinary decisions and decisions concerning employee compensation.

This written notice of the Town’s intent to engage in specific forms of routine electronic monitoring, is provided and posted pursuant to Connecticut General Statutes § 31-48d. Pursuant to that statute the Town retains the right to engage in other forms of electronic monitoring, without specific written notice, when there is reason to believe that an employee or employees are engaged in conduct which violates the law, violates the legal rights of the Town or other employees, or creates a hostile work environment.

## **SMOKING**

Due to the harmful effects and discomforts which smoking produces in the workplace, and out of concern for the well-being of our employees, smoking is not allowed in Town buildings.

## **USE OF COMPUTERS, E-MAIL AND THE INTERNET**

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

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

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

1. E-Mail. Employees should be aware that e-mail is not private and messages can be retrieved even after they are “deleted.” Most e-mail systems instantly make back up copies of files, and copies may be easily retrieved by computer experts. The following are guidelines to follow when utilizing e-mail:
  - (a) The electronic mail system is not to be used in ways that are disruptive or offensive to others, or in ways that could be harmful to workplace moral.

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

2. Internet Access. The Town may implement software and/or systems that can monitor and record all Internet usage. Security systems are capable of recording (for each and every user) each World Wide Web site visit, each chat, news group or e-mail message, and each file transfer into and out of our internal networks, and we reserve the right to do so at any time. Additionally, the Town may utilize independently supplied software and data to identify inappropriate or sexually explicit Internet sites. We may block access from within our networks to all such sites of which we are aware.

- (a) We reserve the right to inspect any and all files stored in private areas of our network and/or an employee's personal computer in order to assure compliance with policy.
- (b) The Town's Internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city or province or other local jurisdiction in any material way.
- (c) Any software or files downloaded via the Internet into the Town network and/or employee's personal computer become the property of the Town.
- (d) All Social Networking (i.e., Facebook, My Space, etc.) on Town websites is prohibited.

## **SAFETY**

The Town of Sprague strives to provide safe working conditions that are safe, pleasant, and efficient. We are constantly monitoring conditions and practices because we believe in preventing accidents by eliminating the causes. Your Supervisor will see that you are instructed in the best and safest working practices applicable to your job.

Some examples are:

- Please report all injuries (no matter how slight) to your supervisor immediately, as well as anything that needs repair or is a safety hazard, so that they may be corrected before an accident occurs.
- Make use of available personal protective equipment and other safety devices. Practice “good housekeeping” in your department.
- Observe the “No Smoking” signs, especially in any areas that contain flammable materials.
- If you have an accident or “near miss”, report it to your Supervisor. If you or a co-worker are injured, no matter how slightly, get appropriate first aid or medical attention promptly.
- If you drive a Town vehicle, drive defensively and professionally.
- A detailed Safety Program is provided under separate cover which you will be provided. If you have any questions about the Program, contact the First Selectman.

## MISCELLANEOUS

### **BULLETIN BOARDS**

Bulletins and bulletin board(s) are our "official" way of keeping everyone informed about new policies, changes in procedures and special events. Information of general interest is posted regularly on the bulletin board(s). Please form the habit of reading the bulletin board(s) regularly so that you will be familiar with the information posted on it.

### **EMERGENCY CLOSINGS**

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

In the event that such an emergency occurs during non-working hours, the First Selectman will decide whether to open the Town Hall or to delay opening.

If the Town Hall is open and developing weather conditions necessitate an early closing, the First Selectman will make the decision. No employee should leave for early closing unless directed to do so by his/her supervisor.

### **GOOD HOUSEKEEPING**

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

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

Report anything that needs repair or replacement to your supervisor immediately.

### **SUPERVISORS**

Your immediate supervisor is the person responsible for delegating and/or supervising your daily work assignments. Your day-to-day contact with your supervisor gives you a chance to receive guidance and counsel regarding your assignments and the progress you make on your job. Your supervisor can show you how your work fits into the overall picture, teach you how to do things, explain the "hows" and "whys."

Your supervisor is in complete charge of the department. He or she is responsible for the efficient operation of the department. Your supervisor has authority to assign work, recommend pay increases, transfers or promotions, and to maintain order and discipline.

## **WORK ASSIGNMENTS**

The Town attempts to assign employees to their regular job responsibility/work assignment. However, illness, absence, vacation or other circumstances may make it necessary to assign an employee to a job other than his/her customary one.

## **WORKERS' COMPENSATION/RETURN TO WORK PROGRAM**

**Employees of the Town of Sprague who are filing an injury report (Claim or Occurrence) through CIRMA Workman's Compensation must report to Concentra, (Our Initial Care Provider for medical treatment) – One Connecticut Ave, Norwich, CT 06360 860 859-5100.**

Employees of the Town of Sprague who are, or could be, on leave of absence from their duties as a result of a work related illness or injury may be eligible for the Return-to-Work Program upon written certification of a medical care provider. The medical care provider must certify that the employee may return to work specifying any restrictions impacting the employee's ability to perform the duties of the job and estimating whether such restrictions are expected to last more than ninety (90) days.

A restriction identifies a physical condition that prevents an employee from performing the full scope of his/her job duties as outlined in the job description. There are two types of restrictions:

Temporary restrictions are defined as those limitations placed on an injured employee by a physician that are of a relatively short duration (i.e. the employee is expected to fully recover and to return to normal working conditions).

Permanent restrictions are defined as those limitations placed on an employee by a physician that are expected to be long term (more than 180 days) or from which recovery is not expected. Those employees who fall in this category are not eligible for participation in the Return-to-Work Program. They may elect to seek alternative employment, or file for a "reasonable accommodation" under the Americans with Disabilities Act.

When an employee is approved for participation in the Return-to-Work Program, primary consideration will be given to job placement within the employee's department or another assignment within the same bargaining unit. A critical consideration is to place the injured employee in a position to perform productive work that is both useful to the Town of Sprague and achievable with the limits of the restrictions placed on the employee.

Alternative placement will not be used to avoid the filling of vacancies within the department in question.

An employee participating in the Return-to-Work Program is subject to all rules, regulations, contractual memoranda of understanding, standards, policies and procedures of the Town of Sprague.

Each situation will stand on its own merits. An Employee Return-to-Work Form, completed by a physician, noting an employee's restrictions, will be evaluated by Human Resources (HR) personnel in order to determine whether or not an employee is able to return to his/her assigned position. HR will then forward their recommendation with appropriate documentation to the injured employee's department head for final determination.

If an employee is approved for the Return-to-Work Program, he/she shall be provided tasks which fall within the physical restrictions identified by the treating physician. In no case will an employee authorized to participate in the Return-to-Work Program be placed in an area that will pose a health or safety risk to the Town of Sprague, other staff or themselves. An employee shall not be returned to work to any job that is punitive in nature.

## **RETURN –TO-WORK PROCEDURE**

The Town has instituted a Return-to-Work Program applicable to full-time employees.

In most circumstances, Employees injured at work are brought to a medical care provider for initial treatment. If, after treatment, the employee is unable to return to work, the employee is referred for further treatment. The employee should receive a statement of any restrictions on duties and, when necessary, an expected return-to-work date from the medical care provider. The employee is required to provide this information to the Town of Sprague as soon as possible.

If the expected absence from work is longer than three (3) days, the employee will be given a **MODIFIED DUTY PACKAGE** to bring to the medical care provider. If the employee is unable to visit his/her medical care provider, the Town of Sprague will mail the **MODIFIED DUTY PACKAGE** to the medical care provider for the employee. The medical care provider will be requested to complete the evaluation contained in the **MODIFIED DUTY PACKAGE** and return it to the Town of Sprague within five (5) business days of receipt. The **MODIFIED DUTY PACKAGE** includes:

1. Doctor's Form – Modified Duty Evaluation
2. Current Job Description of Employee
3. List of Modified Duty Assignments that are available

The purpose of the **MODIFIED DUTY PACKAGE** is to furnish the medical care provider with information regarding the present duties of the employee and available modified duty tasks. The response of the medical care provider will be evaluated. If the care provider indicates that the employee is not able to return to his/her regular duties but is physically able to perform a modified duty assignment, then the employee will be required to report for modified duty. Modified duty assignments will, to the extent practical, be within the same department and be related to the type of work normally performed by the employee.

Upon receipt of notification from the medical care provider of the employee's ability to return to modified duty work, appropriate Human Resources (HR) personnel will review the documentation and job availability within the organization. HR will then contact the employee

to inform him/her that he/she has been accepted into the Return-to-Work Program. HR will discuss a work schedule with the injured employee's supervisor.

The employee and supervisor will review the physical restrictions documented by the medical care provider and determine what job duties the employee can perform, as well as establish a work schedule and return to work date.

Modified duty status will be continually monitored by CIRMA Nurse Case Managers. Employee will be assigned to the Return-to-Work Program until a physician provides a written release for the employee to return to work at his/her regular position. A maximum of ninety (90) days in the Program is suggested, but duration may be increased to one hundred and eighty (180) days if physical restrictions dictate and a satisfactory job performance has been demonstrated. Under no circumstances should an employee's stay in the Return-to-Work Program exceed 180 days, since Return-to-Work programs are a temporary commendation and not a long-term solution to employee disability.

If the employee refuses to bring the MODIFIED DUTY PACKAGE to the medical care provider, or refuses to authorize the employer to mail it to the medical care provider, or refuses to report for a modified duty assignment, the Town will contact CIRMA and move to schedule an immediate hearing with the Workers' Compensation Commission to determine the compensability of the employee's workers' compensation claim.

The Town reserves the right to obtain an updated doctor's form/job restriction form during the course of an employee's temporary assignment to assess the employee's intent and ability to return to full duty. The termination of a temporary assignment will be determined by one or more of the following factors:

1. The treating healthcare provider returns the employee to full duty with no restrictions.
2. The treating healthcare provider temporarily or permanently prohibits the employee from continuing the temporary assignment.
3. There are no longer any appropriate temporary assignments available for the employee.
4. The treating healthcare provider indicates that the employee has reached maximum medical improvement and will not be able to return to his prior position, resulting in a final determination by the Workers' Compensation Commission, in the form of either a settlement, reassignment to another position or release from employment.
5. In the opinion of the Town, the employee is abusing the Program.

Employees do not waive any rights to Workers' Compensation benefits by participating in the Return-to-Work Program. Employees participating in the Return-to-Work Program will continue

to be covered by the Worker's Compensation Act for all reasonable and necessary medical expenses, disability benefits for the illness or injury and any proven additional work-related illness or injury which may occur.

This Program in no way limits the rights and privileges of employees under the applicable provisions of the Federal Family and Medical Leave Act, the Americans With Disabilities Act, or any other federal or state law.

## **TERMINATION OF EMPLOYMENT**

### **EXIT INTERVIEWS**

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

Employees who are discharged by the Town will have their wages paid in full not later than the next succeeding business day after the employee's last day of employment. Employees who retire or resign will have their wages paid in full not later than the next regular pay day.

### **RESIGNATION**

Resignation is a voluntary act initiated by the employee to terminate employment with the Town. The Town requests at least two (2) weeks' written resignation notice from all employees to remain an employee in good standing. Employees who provide two (2) weeks notice of intent to terminate will be paid for accrued vacation time. Former employees seeking re-employment must have been in good standing at the time of their previous termination of employment in order to be considered.

Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

### **UNEMPLOYMENT COMPENSATION**

The purpose of Connecticut's unemployment compensation law is to protect you and your family by providing financial assistance if you are out of work. How much you will be paid and for how long may vary according to current law and your particular situation.

To qualify for unemployment compensation, you must be out of work through no fault of your own (e.g., you were laid off) and actively looking for another job. If you were fired for cause or voluntarily quit, you may not be able to collect benefits.

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

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## RECEIPT OF EMPLOYEE HANDBOOK

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

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

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

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

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

**I UNDERSTAND THAT UNLESS MY EMPLOYMENT IS COVERED BY A INDIVIDUAL EMPLOYMENT AGREEMENT OR COLLECTIVE BARGAINING AGREEMENT, PROVIDING FOR THE CONTRARY, MY EMPLOYMENT CAN BE TERMINATED WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT NOTICE, AT EITHER MY OPTION, OR THE OPTION OF TOWN OF SPRAGUE.** Only the First Selectman has the authority to enter into agreements for employment for any specified period of time.

**Please sign and return this form to the First Selectman's office.**

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

\_\_\_\_\_  
DATE

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