

**TOWN OF LEWISBORO**

**EMPLOYEE HANDBOOK**

**POLICIES AND PROCEDURES MANUAL**

Adopted by the Town Board

December 18, 2008

Effective

January 1, 2009

Amended

June 25, 2009

Dear Lewisboro Employee:

Welcome to Lewisboro!

We are glad that you have decided to join our team and we welcome you aboard. By joining us you will be part of a team that provides many important services to the residents of the Town of Lewisboro. I am proud to be working alongside each of you, doing our very best for all those who live and work in the Town of Lewisboro.

This Employee Handbook was developed to communicate the employee benefits available to eligible employees, and to provide some general guidance about Town rules and operating procedures which the Town Board believes will be useful to all employees. This Handbook sets out general policies which the Town uses in hiring, management, compensation, vacations, discharge and other aspects of the employer/employee relationship. We also will try to keep the lines of communication open through periodic updates. This Handbook will hopefully answer many of the questions you may have about your employment with the Town. It covers your rights and responsibilities and provides information on where to go for assistance if you need it.

All employees should have a common goal as an employee, and that is to provide services to the residents in the most professional, caring and efficient way possible. Let's all make Lewisboro an even better place to work!

Sincerely,

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Edward W. Brancati, Town Supervisor

Members of the Town Board

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## **INTRODUCTION**

### **THIS HANDBOOK IS NOT AN EMPLOYMENT CONTRACT.**

This Handbook is a summary of the policies, benefits and procedures of the Town of Lewisboro and is neither all-inclusive nor intended to anticipate and address each specific circumstance which may arise.

Nothing contained herein is intended to be a contract of employment, a promise of continued employment, or an implied or contractual duty between the Town of Lewisboro and any of its employees.

The information in the Handbook is general, and not intended to be exhaustive. This Handbook may be changed, amended, revised or discontinued as deemed appropriate by the Town Board Lewisboro. Changes may be made with or without advance notice to employees.

Updated Employee Handbook replaces all earlier versions and all earlier employee policies.

## **History of Lewisboro**

The Town of Lewisboro is situated in the northeastern corner of Westchester County. It is twenty-nine (29) square miles and encompasses the following hamlets: Cross River, Goldens Bridge, Lewisboro, South Salem, Vista, and Waccabuc. The population according to the 2000 census was 12,324. The Town is governed by a Town Supervisor elected to a two (2) year term and four Town Board members elected to four (4) year terms who serve collectively and primarily as the appointing authority and legislative body. In addition to the Town Board, the Town government also includes the Town Clerk, Receiver of Taxes, Highway Superintendent and two (2) Town Justices who are all elected to four (4) year terms.

The following departments exist in the Town: Assessor, Building, Clerk, Court, Finance, Highway, Historian, Maintenance, Parks and Recreation, Planning, Police, Receiver of Taxes, Supervisor, and Zoning.

## **CIVIL SERVICES LAWS AND PROCEDURES**

As a civil servant it is important to remember that you are also a public servant, and as such, may be called upon during the course of your employment with the Town of Lewisboro to assist the Town in times of crisis or an emergency. To that extent, your assistance may be required to perform various functions for the benefit of the Town and its residents. Those functions may include helping residents in need or ensuring the safe and continuous operation of Town government during times of an emergency.

Town employees and Elected Officials are an integral part of ensuring the Town government operates efficiently. During times of emergency, whether local or national, it is imperative that you understand the important role that you may be called upon to play to ensure the continuous and efficient operation of Town government.

The Civil Service Laws of the State of New York can be found at the following website:

<http://public.leginfo.state.ny.us/menugetf.cgi?COMMONQUERY=LAWS>

The Civil Service Rules for Westchester County can be found at the following link:

<http://www.westchestergov.com/hr/adobe/CIVILSERVICERULES.pdf>

Both the New York State laws and the Westchester County rules apply to employees of the Town of Lewisboro.

### **Civil Service Categories and Jurisdictional Classes**

Town employees are divided into two categories:

Unclassified Service and Classified Service

The unclassified service includes, among others, all the elected officials and the Assessor.

The classified service includes all other Town employees who are subject to the rules and regulations of Civil Service as follows:

1. Competitive Class: shall comprise all positions for which it is practicable to determine the merit and fitness of applicants by competitive examination (See, NYS Civil Service Law §44).
2. Non-competitive Class: includes all positions that are not in the exempt class or labor class and for which it is found to be not practicable to ascertain the merit and fitness of applicants by competitive examination. This position may be filled by the appointment of a person who meets the minimum qualifications established for such position (See, NYS Civil Service Law §42).
3. Labor Class: shall comprise all unskilled laborers, except those whose positions can be examined for competitively (See, NYS Civil Service Law §43).
4. Exempt Class: includes those positions for which competitive or non-competitive examinations or other qualification requirements are not practicable, such as certain policy makers, deputies, secretaries to the supervisor, etc (See, NYS Civil Service law § 41).

A listing of Civil Service Job titles for each Town employee as well as the class that their tile is under is maintained in the Supervisor's Office.

### **Probationary Period**

The probationary period is part of the permanent appointment process. Every permanent appointment from a Civil Service eligible list and every appointment to a position in the non-competitive, exempt or labor class begins with a probationary term. The probationary term is set forth by the Town Board. Permanent status shall be granted no earlier than twelve (12) weeks and no longer than fifty-two (52) weeks for all positions.

At any time after the minimum probationary period, you may be granted a permanent appointment or you may be terminated from your position. Following the successful completion of the maximum probation period, or on the recommendation of your supervisor, you will be appointed as a permanent employee.

### **Disciplinary Action**

For permanent competitive employees and non-competitive employees with more than five (5) years of service, except those non-competitive employees deemed confidential or policy influencing, decisions and procedures relating to disciplinary action and appeals from disciplinary proceedings must conform to the provisions

of the Civil Service Law (section 75 and 76). The preceding statements shall not be construed so as to restrict the Town's right to discharge at will employees.

### **Reduction in Staff**

It is possible that your position may be re-classified or you may be laid off for reasons of economy, consolidation or abolition of function.

### **Collective Bargaining – Associations**

Highway Association – represents all automotive mechanics, assistant automotive mechanics, motor equipment operators and road maintainers of the Highway Department.

Maintenance/Parks Association – represents automotive mechanics, maintenance mechanics, maintenance workers, park groundskeepers and caretakers in the Maintenance Department and Parks and Recreation Department.

Police Benevolent Association – represents all police officers in the Police Department, excluding the Police Chief and all officers with the in-house title of Lieutenant and above.

### **Information on Collective Bargaining**

Information regarding the current contractual agreement concerning rates of pay, holidays and leaves, medical and dental coverage, and other employee benefits may be obtained from association representatives.

### **Non-Discrimination**

The Town does not discriminate against any employee with respect to wages, hours or any terms or conditions of employment by reason of race, religion, color, creed, national origin, age, sex, sexual orientation, marital status, military or veteran status or disability, except as such conditions may constitute legitimate occupational or assignment qualifications.

## **SALARY AND PAYCHECKS**

### **Paycheck Schedule**

Every Town employee is paid bi-weekly. The Town pay periods run from Monday through the following second Sunday (14 days). Original signed time sheets/cards must be submitted to the Finance Department by the following Monday at 10am unless otherwise notified by the Finance Department. Paychecks are dated and distributed to employees every other Friday before the close of the business. Full-time Town employees (non-association members) are paid for a seven (7) hour day and/or thirty-five (35) hour work week. The Finance Department divides your annual salary by the number of pay periods for that year and then divides the results by a seven hour work day. Salaries for new employees, hired during the year, will be pro-rated accordingly.

### **Employee Data Calendar**

A calendar that records absence data for each employee, and which each employee is responsible for completing, shall be maintained by each Department Head and by the Supervisor or his/her designee. Employees are responsible for completing the Employee Data Calendar and each month a copy must be submitted by the 5<sup>th</sup> business day of the month to Department Heads who shall verify information with the Supervisor or his/her designee. The following information and method of recording are required:

Vacation Days marked with a "V" on the dates used

Sick Days marked with an "S" on the dates used

Personal Days marked with a "P" on the dates used

Bereavement Days marked with a "B" on the dates used if any

Breast or Prostate Cancer Screening marked with a "C" on the dates used if any

Blood Donations marked with a "D" on the dates used if any

Monthly totals shall be recorded on the reverse side of the calendar.

### **Overtime Pay**

All full-time, non-association employees of the Town of Lewisboro work on a thirty-five (35) hour work week. Full time, non-association employees, excluding department heads and elected officials, shall be compensated at time and one-half (1.5x) for hours worked after forty (40) hours in a particular work week. If the employee is out of the office on a legal day off and reports to work for an evening meeting, his or her rate of pay shall be at regular pay until reaching forty (40) hours and starting at forty-one (41) hours pay will start at time and one-half (1.5x).

The rate of pay for hours worked on Saturdays, Sundays and designated Town holidays shall be at time and one-half (1.5x), only if the employee has achieved forty (40) hours of work in that particular work week and if these hours are approved by the Department Head or Town Supervisor. Any hours worked after 7 p.m. will be compensated at time and one-half (1.5x), regardless of the number of hours worked during the workweek for employees who perform the required clerical functions of Court Sessions or Town, Planning, Zoning, and/or Architectural and Community Appearance Review Council meetings as well as Parks and Recreation Advisory Council meetings. Part time employees do not receive overtime.

### **Longevity**

All full-time, non-association employees and full-time Elected Officials shall receive annual longevity payments, payable on or about December 1<sup>st</sup>. The amount is based on the employee's continuous years of service to the Town. The date used for determining an employee's service anniversary shall be the actual date of employment as a full-time, non-association employee or the date on which the full time Elected Official took office. A service anniversary is the date of the completion of a full year of continuous employment as a full-time employee. Each anniversary year must be reached before December 1<sup>st</sup> in order to be counted. Longevity payments will be made according to the following schedule, starting January 1<sup>st</sup>, 2005:

After five (5) years of continuous service	\$ 950
After ten (10) years of continuous service	\$1,450
After fifteen (15) years of continuous service	\$1,950
After twenty (20) years of continuous service	\$2,450
After twenty-five (25) years or more of continuous service	\$2,950

### **Payroll Deductions**

The paycheck has been designed to accommodate required and elective payroll deductions. These include but are not limited to, income tax, retirement and Social Security (FICA), Medicare (MFICA), health care contributions (if hired after April 1, 1999) payroll garnishments and deferred contributions are mandatory deductions. Written authorization is required to commence or terminate voluntary deductions.

### **Paycheck Records**

We suggest that you review your paycheck and stub carefully every payday. If, at

any time, you have any questions about the amounts shown on your paycheck or how the amounts were calculated, you should contact the Finance Department. Deductions will be made to correct any and all overpayments, so it is important to report any errors as soon as possible.

## **Income Taxes**

Income taxes are withheld from your paycheck at a married or single rate and are based upon the number of exemptions you claim according to the Federal W-4 form on file. The Federal W-4 form must be filed as required by the State and Federal governments. A new form should be filed whenever your address changes, your marital status or your number of dependents changes. If you want to change your New York State withholding you must file a New York State IT-2104 form.

## **Retirement Membership (New York State Retirement System)**

Retirement membership for public employees in New York State has been established by enactment of laws by the New York State Legislature. Membership in the New York State Retirement System is mandatory when an employee is considered to have a permanent civil service appointment. It is optional only while serving in a provisional, temporary or part-time appointment.

## **Social Security**

Social Security deductions will be taken from each employee's wages. There are two separate pieces that comprise the total Social Security liability: FICA, which is the retirement and disability part and MFICA, which is the Medicare part. These will show as separate deductions on your paycheck stub.

## **New York State Deferred Compensation Plan**

Employees are eligible to participate in the New York State (NYS) Deferred Compensation Plan (similar to a savings plan) which will reduce current income taxes while providing savings for retirement income.

If a full-time employee or Elected Official elects to participate in the NYS Deferred Compensation Plan, the Town agrees to withhold the percentage of each employee's wages that the employee designated for payment into the plan, to the extent allowed by State and Federal law.

For more information, contact the Supervisor's Office or Finance Department.

## **Salary Adjustment**

*Policy still to be determined by Town Board*

## **Time Properly Absent**

In computing time worked, all paid time properly absent for legal holidays, sick leave, vacation, personal leave and supplementary time off shall be included as the equivalent of time worked.

## **Continuous Service**

If an employee is working for the Town in good standing for a period of three (3) years and requests to take an unpaid leave of absence for a period not to exceed ninety (90) days he/she may return to work with a title similar or equal to their previous title before their leave and will be credited for previous employment. Medical and dental plan coverage will continue uninterrupted during the approved leave provided that the employee assumes the cost for the coverage.

## **LAWS, EXECUTIVE ORDERS AND POLICIES**

### **Equal Employment Opportunity**

The Town of Lewisboro is an equal opportunity employer and is committed to an active and progressive Equal Employment opportunity program. In accordance with Federal and New York State Human Rights Laws, and its own policies, the Town of Lewisboro provides all employees and applicants equal employment opportunity, equal consideration and equal treatment without regard to race, color, religion, age, national origin, alienage, citizenship status, ethnicity, marital status, family status, creed, gender, sexual orientation, military or veteran status, disability or any other basis prohibited by law, in all part-time, full-time or temporary employment practices including termination, promotion, compensation and other terms, conditions and privileges within Town employment. Further, contractors doing business with the Town are required to meet equal employment opportunity standards.

The Town of Lewisboro actively seeks to employ and advance qualified individuals, regardless of their race, color, religion, age, national origin, alienage, citizenship status, ethnicity, marital status, creed, gender, sexual orientation, military or veteran status, disability, or any other basis prohibited by law. The

Town examines its job specifications to eliminate unnecessary barriers to advancement on merit and fitness, and seeks the development of all members of the workforce.

Moreover, the Town believes in the dignity of every individual and recognizes the rights of all people to equal opportunity and to a workplace free from all forms of harassment or discrimination. To that end, the Town prohibits all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors or others based on their membership in a protected class as defined by Federal and New York State Human Rights Law. Responsibility for overall coordination, implementation and administration of the Town's Equal Employment Opportunity and Anti-Discrimination Policy is vested with the Town Supervisor and/or the Deputy Supervisor.

All employees are expected to report incidents of harassment or discrimination, whether affecting them or anyone else, as soon as possible to the Town Supervisor and/or the Deputy Supervisor after the occurrence.

If you feel that you have been subjected to discrimination or other conduct which violates the Town policies or have observed such conduct, you should immediately report the conduct, and you have the right to file a complaint without fear from retaliation.

## **Policy against Sexual Harassment**

### **I. Policy**

Title VII of the Civil Rights Act prohibits employment discrimination on the basis of race, color, sex, age, or national origin. Sexual harassment is a form of sex discrimination. It is our policy to regard sexual harassment as a very serious matter and to prohibit it in the work place by any person and in any form.

### **II. Definition**

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering

with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Forms of sexual harassment may include, but are not limited to:

- 1) Verbal: Sexual innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats, request for sexual favors, questions about a person's sexual practices, sexually explicit jokes, lewd comments, or sexual assaults.
- 2) Non-Verbal: Sexual or suggestive objects or pictures, suggestive or sexually insulting sounds, leering, whistling, obscene gestures, or crude cartoons.
- 3) Physical: Unwanted physical contact including, but not limited to, touching, pinching, brushing the body, pulling at clothes, coercive sexual intercourse, assault, cornering, kissing or fondling.

### III. Complaint Procedure

Any employee who believes that he or she has been the subject to sexual harassment should report the alleged charge immediately in accordance with the following procedure. All complaints will be held in confidence and disclosed only to the extent necessary for investigation.

Step 1 – The employee will report the incident to the Town Supervisor. An interview will be held to discuss the allegations. Where this is not practical, in the case where the harassing party is the Town Supervisor, the employee shall file a complaint with the Deputy Supervisor. The complaint may be written or verbal.

Step 2 – The Town Supervisor and/or the Deputy Supervisor will immediately initiate and coordinate a thorough and impartial investigation of the incident.

Step 3 – If investigation reveals that sexual harassment has occurred, immediate action will be taken to rectify the situation. The complainant and the alleged harasser will be notified of the outcome of the investigation.

Step 4 – There shall be no retaliation by any Town employee or Elected Official against any employee for filing a complaint related to a charge of sexual harassment, or assisting, testifying, or participating in the investigation of such a complaint.

#### IV. Disciplinary Actions

Appropriate disciplinary action, which may include termination, may be taken against any employee who violates this Policy.

#### **Code of Ethics**

All Town employees, as defined in Chapter 18 of the Code of the Town of Lewisboro (appended hereto as Appendix "A,") are required to read and abide by the Code and adhere to the standards of conduct governing a number of areas, including but not limited to the following: confidential information, representation before one's own agency, representation before any agency for a contingent fee, disclosure of interest in legislation of Town contracts, investments in conflict with official duties, private employment or services, future employment and consulting services.

- A) Conflicts of Interest: No Town employee shall have any interest, financial or otherwise, direct or indirect or engage in any business or transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties in the public interest.
  
- B) General Standards:
  - 1) No Town employee shall accept other employment which will impair his/her independence of judgment in the exercise of his/her official duties.
  - 2) No Town employee shall accept employment or engage in any business or professional activity which will require him/her to disclose confidential information which he/she has gained by reason of his/her official position or authority.
  - 3) No Town employee shall engage in any transaction as representative or agent of the Town with any business entity in which he/she has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his/her official duties.
  - 4) A Town employee shall not by his/her conduct give reasonable basis for the impression that any person can improperly influence him/her or unduly enjoy his/her favor in the performance of his/her official duties of that he/she is affected by the kinship, rank, position or influence of any party or person.
  - 5) Each Town employee shall abstain from making personal investments in enterprises which he/she has reason to believe may

be directly involved in decisions to be made by him/her or which will otherwise create substantial conflict between his/her duty in the public interest and his/her private interest.

- 6) Each Town employee shall endeavor to pursue a course of conduct which will not raise suspicion among the public that he/she is likely to be engaged in acts that are in violation of his/her trust.
- 7) No Town employee employed on a full-time basis nor any firm or association of which such employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such employee, shall sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the Town in which such employee serves or is employed.

Please review Appendix A for the complete Code of Ethics that you must adhere to and abide by to the fullest extent.

### **Drug-Free Workplace**

The Town maintains a drug-free workplace. The Town's commitment results equally from a concern for the health and well-being of our employees and recognition of our unique responsibility as public servants to maintain the highest standards when conducting public business.

Any person who is required to maintain a Commercial Drivers License (CDL) to hold his or her position shall be subject to testing for alcohol and/or controlled substances in accordance with federal regulations and the Town's Drug & Alcohol Policy and Procedure for CDL Drivers (appended hereto as Appendix "B").

Any employee who, in the normal course of his/her work, is required to drive a vehicle while on Town business, excluding Police Officers, shall be subject to the same drug and alcohol policy and procedure that applies to employees with commercial drivers licenses (CDL). A separate pool will be maintained for the random drug and alcohol testing of employees who do not hold a CDL.

Any employee who, as a regular part of his/her employment, drives a vehicle for Town business must notify his/her Department Head, by the next business day, of any and all moving motor vehicle convictions, whether due to driving on or off duty.

All employees of the Town are subject to reasonable suspicion testing for alcohol and/or controlled substances. Testing shall be done in accordance with the Federal guidelines for testing CDL drivers for alcohol and/or controlled substances.

### **Smoke Free Workplace Policy**

Every indoor Town “workplace” is a smoke-free area, this includes but is not limited to, building, barns, garages, facilities and Town owned vehicles. The smoking or carrying of lighted cigarettes, cigars, pipes, or any other tobacco-based products, or products that result in smoke in the smoke-free area as designated above, is prohibited.

### **Acceptable Computer Use Policy**

In order to assist you in the performance of your job the Town has provided certain computer equipment. Through this equipment, you have also been provided with access to the internet. The Town promotes internet use that assists employees to perform Department missions and encourages its employees, volunteers and contractor personnel to develop internet skills and knowledge. The following rules and guidelines apply to our use of these Town assets.

#### 1) Ownership:

Information processing related systems, including but not limited to; computer equipment, operating systems software, application software, network accounts providing electronic mail, World Wide Web browsing, File Transfer Protocol, networking and intra-net hardware and software (collectively “systems”) owned by or licensed by the Town. They are to be primarily used for business related purposes.

#### 2) Security:

Resource security must be maintained and users shall take all reasonable precautions, including: safeguarding their passwords, maintaining reasonable physical security around Town equipment, and logging off unattended workstations. At the end of the day you should log off your workstation. (This does not mean you should necessarily power off the system itself). A user who is logged on to a networked computer is responsible for any activity that occurs from within that account.

#### 3) Privacy of Communications:

Communications on these systems are not private. Users should be aware that the data they create on the system remains property of the

Town, and usually can be recovered even though deleted by the user. Despite security precautions, there is absolutely no fail-safe way to prevent an unauthorized user from accessing stored files. The confidentiality of any information stored or transmitted on the System cannot be guaranteed. Furthermore, information that is stored on the system or sent via e-mail may be subject to disclosure pursuant to the New York State Freedom of Information Law.

4) Records Retention:

All work related messages and files created or transmitted on the systems may be considered public records of the Town and appropriate records retention practices should be followed.

5) Monitoring:

The Town of Lewisboro reserves the right to monitor all employee usage to ensure proper working order, appropriate use by employees, the security of the Town data, and to retrieve the contents of any employee communication in these systems. Management may access user files, including archived material of present and former employees without the user's consent for any purpose related to maintaining the integrity of the network or the rights of the Town or other users or for any other reasonable purpose.

6) Personal Use:

Personal use of the systems is authorized within reasonable limits as long as it does not interfere with or conflict with business use. Employees are responsible for exercising good judgment regarding the reasonableness of personal use.

7) Prohibited Uses:

- a. Any use that violates federal, state or local law or regulation.
- b. Knowingly or recklessly interfering with the normal operation of computers, peripherals or networks.
- c. Connecting unauthorized equipment to the network for any purpose.
- d. Running or installing unauthorized software on the Town computers.
- e. Copying of any software from Town computers, for other than archiving purposes.
- f. Using the Town's network to gain unauthorized access to any computer system.
- g. Using the Town's systems to access, transmit, store, display, or request obscene, pornographic, erotic, profane, racist, sexist, or other offensive, material (including messages, images, video, or sound).

- h. Using the Town systems in such a way as to create an intimidating or hostile work environment.
  - i. The Town's systems may not be used to solicit for personal gain or for the advancement of a political or religious belief.
- 8) **Intellectual Property Rights:**  
All users should be aware that any information, software or graphics on the internet may be protected by federal copyright law, regardless of whether a copyright notice appears on the work. Licensing agreements may control redistribution of information from the Town Internet-related systems or from the Internet.
- 9) **Violation of Policy:**  
Any violation or non-adherence to this Policy may lead to appropriate disciplinary action, including, where legally appropriate termination of employment.
- 10) **E-mails:**  
Use your assigned Town e-mail for all Town business not your personal e-mail address. All business e-mails are F.O.I.L. able (Freedom of Information Law). It is highly suggested that you keep both your personal e-mail account separate from your Town account.
- 11) **Amendment:**  
The Town of Lewisboro may amend this "Acceptable Computer Use Policy" from time to time as necessary. All users will receive prompt notice of any amendment.

### **Unauthorized Firearms in the Workplace Policy**

All Town employees not required to possess a firearm for the performance of their employment duties and who hold a license authorizing the carrying of a firearm, without regard to place of possession, shall not possess such a firearm while performing their duties or while present upon any real property of the Town of Lewisboro, unless such an employee has secured the prior written consent of the Police Chief and the Town Supervisor.

### **Town Supply Use Policy**

The Town is committed to upholding honesty and integrity throughout the organization by fostering an ethical workforce. The Town does not tolerate theft or misuse of Town property or property belonging to other employees, nor does it

tolerate the personal use of Town property beyond the allowances set forth in the Acceptable Computer, Cell Phone and Vehicle Use policies.

### **Defense and Indemnification**

The Town extends to all employees the protections afforded by Section 18 of the Public Officers Law (POL). Therefore, all officers, employees of the Town, and volunteers serving on various boards and committees as well as through the Town's Meals-on-Wheels program, will be defended against any claim made against them in connection with their positions as officers, employees, or volunteers. POL section 18 provides that the Town is responsible for the costs incurred with any such litigation, provided the individual was acting within the scope of his or her official duties.

It is essential that Town personnel is made aware that there are also requisite procedures imposed by Paragraph 5 of POL Section 18, which requires delivery to the Attorney for the Town or Supervisor of a written request for defense, together with the original or copy of any summons, complaint, process, notice, demand or pleading within ten (10) days after receipt by or service upon such Town officer, employee or volunteer.

### **Breaks (Coffee/Smoke/etc)**

The Town does not recognize any normal or scheduled breaks during the work day for non-association employees.

### **Exit Interviews**

Exit interviews and/or exit memos may be required by the Department Head or immediate supervisor. If an exit interview and/or exit memo is required then it must be completed and/or submitted prior to separation from the Town.

### **Performance Reviews**

*Policy still to be determined by Town Board*

### **Resignations**

If an employee chooses to resign from employment with the Town of Lewisboro, the employee must do so in writing to their Department Head, the Town Board and the Town Clerk. The Town Board, Town Clerk and the Department Head must receive such written notice at least two (2) weeks prior to the employee's effective

resignation date. Any resignation can not take effect more than thirty (30) days from the date of notice

### **Safety and Accident Rules**

Please refer to the Town of Lewisboro Employee Safety Handbook.

### **Inclement Weather**

The Supervisor or his/her designee is in charge of the notification system/phone chain to inform all employees of the operational status of the Town Government in the event of inclement weather on a day when the Town Offices would otherwise be open. In the event of a delayed opening, the hours designated for an employee to take their lunch break will be delayed an amount equal to the time that the opening was delayed.

### **Promotion**

Promotions will be considered by the Town Board depending on budgetary demands, employee performance, the rules and regulations of New York State Civil Service and the Westchester County Department of Human Resources, and recommendations of the employee's Department Head. All promotions must be authorized and approved by the Town Board.

### **Unemployment**

Eligibility for, and receipt of, unemployment compensation is subject to the rules and recommendations of the New York State Department of Labor.

### **Mileage Allowance**

An employee may receive a mileage allowance only after having received Town Board approval and based on the IRS approved reimbursement rate at the time the expense is incurred.

### **Staff Training**

Employee training that has been approved by the Town Board may be conducted periodically by the Department Head, the Supervisor's Office, or any Town Board authorized instructor.

### **Conference Attendance/Travel Expenses**

Employee attendance at work related conferences, and reimbursement for such attendance and associated travel expenses, may only be conducted with prior Town Board approval.

### **Accident Reporting**

Any employee involved in an accident, while conducting official Town business, is to report any such accident as soon as possible to law enforcement officials, and not later than 24 hours after such accident, to their Department Head and the Town Supervisor.

### **Cell Phone Use**

Personal cell phone usage should be limited during the workday and not in the company of the public unless it is deemed a necessity.

All employees who are issued a Town cell phone are to have it on their person every work day during work hours. The employee cell phones are Town property and are only to be used to conduct Town business or in emergency situations. Department Heads shall carry their work phones with them at all times in case of an emergency.

When a person is suspended or terminated his or her Town issued cell phone must be turned in immediately.

### **Policy Relating to Use of Town Vehicles**

- 1) As used in this Policy, “Town Vehicles” shall mean any motor vehicle or equipment capable of being driven on the street that is owned or leased by the Town. However, this Policy shall not apply to Police vehicles which are governed by the rules and regulations of the Police Department.
- 2) A Town Vehicle may only be operated by an employee or Elected Official of the Town holding a valid driver’s license which entitles him or her to operate such a vehicle. All regular drivers of Town vehicles must provide a copy of their current driver’s license to the Supervisor’s Office.
- 3) A Town Vehicle may only be used for official business of the Town in connection with an employee’s or Elected Official’s job title or description. No person shall be permitted as a passenger in a Town Vehicle unless he or she is a Town employee, member of a Town Board or committee, Town consultant or contractor or other person engaged in or accompanying a Town

employee or Elected Official in connection with official business of the Town.

- 4) A Town Vehicle shall not be taken overnight or used to commute to the employee's residence except upon the prior approval of the Town Board.
- 5) Each Town Vehicle shall be maintained in good operating condition and any defects or malfunctions shall be immediately reported to the Department Head. The interior and exterior of each Town Vehicle shall be maintained in a clean and neat condition. All fluid levels and lights should be checked by the driver.
- 6) Unless specifically authorized by the Town Board, each Town Vehicle shall have the Town's name or seal placed on the sides of the vehicle.
- 7) No person shall be permitted to smoke in any Town vehicle.
- 8) Any violation of this policy may result in discipline or other penalties in accordance with the applicable law.
- 9) In case of an accident:
  - Stop the car, get help – call 911
  - Protect the scene – turn on emergency flashers
  - Stay calm – do not engage in arguments with other drivers or offer settlements
  - Look for witnesses – obtain name, addresses and phone numbers
  - Note the date, time and road conditions
  - Most importantly, if you have an accident with another motor vehicle, you must obtain that vehicles insurance information
  - All accidents need to be reported to the police, the Department Head, insurance company, and the Finance Department

### **Attendance Non-association Employees**

The normal work week for Town employees is Monday through Friday. Employees are expected to work a seven (7) hour work day for a thirty-five hour work week. The departments located at the Onatru Farm Main House are expected to work from 8:30 a.m. to 4:30 p.m. (with a one-hour unpaid lunch break), and the departments located at the Town House as well as the Goldens Bridge Community Building are expected to work from 9:00 a.m. to 5:00 p.m. (with a one-hour unpaid lunch break). Non-association personnel at the Highway Department will have a

workday to run concurrently with the Highway Department's contracted workday. Your regular and punctual attendance is essential for the Town to provide efficient and effective services to the public. As a Town employee, you are expected to be at work and on time for your scheduled or regular work hours.

Each department maintains records of its employees' attendance and use of leave time. Time sheets must be submitted the Monday of a pay week with all appropriate time used noted. There should also be a monthly time sheet submitted to the Supervisor or his/her designee which should reflect the bi-weekly time sheets. If a problem arises, it should be resolved by comparing time sheets with the Finance Department and the Supervisor or his/her designee.

### **Parks and Recreation Programs**

Town employees are permitted to enroll their children in the Town's Parks and Recreation programs, including day camp.

Permanent full-time and part-time employees, and their immediate family members (defined as spouse and dependent children), will receive a fifty (50) percent discount towards applicable Parks and Recreation fees, with the exception of programs that require group fees.

## **EMPLOYEE GUIDELINES**

Before more details are given on the many benefits available to you as an employee of the Town there are some areas in which you are expected to assume some personal obligation.

### **Public Relations**

Every employee of the Town is involved in public relations because the Town will very likely be judged by the manner in which its employees make contacts with the public regardless of his or her position. All Town business should be conducted in such a manner as to leave a positive and lasting impression. As an employee, you must make every effort to give each person, with whom you come in contact, the best possible attention and professional courtesy.

## **Public Information**

There will be times when news media will request information, quotes or an interview relating to Town matters. Town employees should not grant such a request until it is cleared with their direct supervisor or the Town Supervisor. However, Department Heads may answer questions regarding the operations of their department without clearance, except questions regarding the finances of their department which are under the purview of the Town Board.

In your contacts with the public, it is important to be careful in what you say. Any statement, particularly if it happens to be inaccurate or poorly timed, could cause embarrassment to you or to your department.

There are also considerations of the confidentiality of records and information in some departments. Every employee, particularly a new employee, should ask his or her supervisor as well as the Town Clerk for guidelines on how requests for information should be handled.

This policy regarding public information does not apply to elected officials.

## **Employment Communication**

On-Line:

The Town's website on the internet, [www.lewisborogov.com](http://www.lewisborogov.com) is a source of information and forms. More importantly, the website contains links to other relevant sites, such as the New York State and Local Employees Retirement System.

Bulletin Boards:

Bulletin Boards are prominently located in all Town buildings. The boards contain information regarding, but not limited to, announcements of Civil Service examinations, associations, safety guidelines and social news of interest to employees.

You should make it a daily habit to look at the bulletin board in your work location to determine if any material affects you.

Association Contracts:

A copy of your association bargaining contract is available upon request. It contains information on the current association contract, and pertinent information on applicable personnel policies, salary scales and other benefits. Contact your association representative to obtain a copy.

### Booklets:

Information on topics such as medical and dental benefits are updated and distributed by the Town of Lewisboro periodically. New York State published materials on the Retirement System and other matters of general interest are available on-line.

### Departmental Bulletins, Memoranda:

Departments issue informational or instructional materials on matters of specific interest to their employees. Newsletters and other publications describing various department services are made available to other employees and the general public through the internet.

### Suggestions:

Employees shall feel free to contribute ideas that will improve internal operations or to improve the employee morale to their Department Head, the Supervisor, or Deputy Supervisor.

## **Telephone Use**

The telephone is an important instrument of good public relations, as it is the only means of contact which many have with the Town. Employees shall answer phone calls and assist visitors in a friendly, courteous, and professional manner. If you do not know the answer to a question immediately, offer to get it or refer the matter to someone who can supply the answer. Everyone who calls should know that you have done your best to help.

You should answer the telephone promptly. In the event the person called is not available, take a message and deliver it to the person so that the necessary relay can be made.

All new employees should be instructed by their supervisor as to what should be said when you answer the phone and how to use the phone system in their department. Personal phone usage should be limited on Town phones especially during working hours.

## **Lunch Break**

Town employees are entitled to a one-hour unpaid lunch break taken between the hours of 11:00 a.m. and 2:00 p.m. In order to ensure that proper coverage will be maintained in your work area, lunch hours are staggered. You should consult with your supervisor for the exact time assigned to you. In the event that the opening of

Town government is delayed due to inclement weather, lunch will be delayed the same amount of time. An employee may request an alteration to their lunch break from their Department Head in order to meet their primary job responsibilities, not simply for preference or convenience.

### **Proper Work Attire**

Town employees are expected to dress appropriately to work, whether outdoor attire or office attire. Clothing worn to work should not include tank tops or strapless dresses. No alcohol, tobacco or drug related clothing, as well as clothing printed with suggestive material or foul language is permitted. Proper footwear is required at all times, walking around with bare feet is not acceptable in the workplace.

## **HOLIDAYS, VACATIONS AND OTHER LEAVES** **(Non-Association Employees)**

### **Holidays**

Fourteen (14) days have been designated to be observed as Town holidays and are days off with pay for all regular, full-time Town employees. Such employees shall be paid at the employee's regular rate for these days.

New Year's Day	Columbus Day
Martin Luther King Jr. Day	Election Day
President's Day	Veteran's Day
Good Friday	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday

If any of the above holidays falls on a Saturday, the holiday will be observed on the Friday before the holiday. If any fall on a Sunday, the holiday will be observed on the following Monday. Check with your Department to determine your schedule for holidays and days off.

The "Floating" holiday shall be determined by the Town Supervisor by December 1st for the following calendar year and indicated on the Holiday Schedule. The Town Supervisor will select a specific date. Individual employees **may not** choose independent dates.

## **Vacation**

Vacation with pay will be granted only at such time as the work of the department will permit and based on the need of the Department Head to ensure that the continuous operational needs of their respective department is fulfilled. Employees must give a minimum forty-eight (48) hour notice to their Department Head when requesting vacation with pay. Intervening holidays will not be considered a vacation day. In cases of resignation or retirement in good standing and upon providing at least two weeks notice, termination without cause, or death, the employee or his/her beneficiary will be compensated for unused vacation time (not to exceed the amount earned that year). Vacation days will be prorated for the first and last year of employment. Vacation days are intended for use within the calendar year. Employees will be allowed to carry a maximum of five (5) vacation days from a given calendar year into the following calendar year. Department Heads must submit their vacation to the Town Supervisor in writing.

On January 1<sup>st</sup> of each year, full-time active employees will be credited with vacation time as set forth in the schedule below:

### **Vacation Schedule:**

1 <sup>st</sup> Year – 5 days	11 <sup>th</sup> Year – 19 days
2 <sup>nd</sup> Year – 10 days	12 <sup>th</sup> Year – 20 days
3 <sup>rd</sup> Year – 11 days	13 <sup>th</sup> Year – 21 days
4 <sup>th</sup> Year – 12 days	14 <sup>th</sup> Year – 22 days
5 <sup>th</sup> Year – 13 days	15 <sup>th</sup> Year – 23 days
6 <sup>th</sup> Year – 14 days	16 <sup>th</sup> Year – 24 days
7 <sup>th</sup> Year – 15 days	17 <sup>th</sup> Year – 25 days
8 <sup>th</sup> Year – 16 days	18 <sup>th</sup> Year – 25 days
9 <sup>th</sup> Year – 17 days	19 <sup>th</sup> Year – 25 days
10 <sup>th</sup> Year – 18 days	20 <sup>th</sup> Year – 30 days
	21 <sup>st</sup> + Years – 25 days

## **Absence**

If a member of your immediate family becomes ill, or if for any other reason you are unable to report to work, you must provide notification to your direct supervisor as soon as possible. It is important to comply with this rule. You should speak directly with your immediate supervisor in order to avoid confusion or risk that your absence will not be correctly recorded. For all absences due to

illness of three days or longer, the Town Board or the Department Head may require a doctor's statement indicating the nature of the illness. In addition, the Department Head may require substantiation of sick leave as deemed necessary.

## **Sick Leave**

Sick leave shall be used for illnesses only. On January 1<sup>st</sup> of each year twelve (12) sick days will be credited to each full-time employee's sick leave account. These sick days will be added to the total of the unused sick leave accumulated during the employee's continuous service to the Town. Sick days shall be prorated for the first and last year of employment.

## **Accumulated Sick Leave**

When an employee resigns or retires in good standing and has given at least two weeks notice, termination without cause, or death, the employee, or his/her beneficiary will be compensated for their accumulated sick leave. The employee shall be paid for his/her accumulated sick leave for up to forty-five (45) days at his/her current salary rate. For each accumulated day in excess of forty-five (45) days the employee shall be paid at half (1/2) his/her current salary rate. Full-time employees hired after January 1, 2009 who resign or retire in good standing and provided at least two weeks notice will receive accumulated sick leave for up to, but not to exceed forty-five (45) days, at his/her current salary rate.

Employees who have not completed twelve (12) months of employment and leave prior to that time will be paid for vacation and sick days on a pro-rated basis, less what has already been taken. Sick time credited to an employee in the year in which employment is terminated with the Town of Lewisboro shall be prorated for that year dependent on the employee's last day of employment with the Town for the purposes of calculating payment of unused sick time.

## **Partial Sick Days**

A full-time employee who is eligible to be paid an hourly rate for work beyond his/her regular scheduled day will be charged sick time for the hours that he/she leaves work early due to illness.

## **Sick Leave Procedures**

On the first day of absence due to an illness, the employee, family member or other authorized person shall call the Department Head or their designee, or in his/her absence, the Town Supervisor's office, to advise of the nature of the illness.

The Department Head shall notify the Town Supervisor's office of the absence and its nature on each day of occurrence.

For all sickness absences of three days or longer, the Town Board or the Department Head may require a physician's statement indicating the nature of the illness. In addition, the Department Head may require substantiation of sick leave as deemed necessary.

### **Personal Days**

Personal days are to be used for emergencies and business that cannot be conducted outside of the workday. They are not to be considered extra vacation days.

Each full-time employee is entitled to five (5) personal days with regular pay per year. Personal days will be prorated for the first and last year of employment.

All personal days may be taken without a reason given, but you must notify your Department Head or the Town Supervisor or his/her designee that you are taking a personal day. At the end of a calendar year, any employees with unused personal days will have no more than two (2) of those unused days added to the employee's accumulated sick leave. Personal time credited to an employee in the year in which employment is terminated with the Town of Lewisboro shall be prorated for that year dependent on the employee's last day of employment with the Town for the purposes of calculating payment of unused personal time.

### **Bereavement Days**

Each full-time employee may have three (3) days off for each occurrence to participate in activities related to the death of an immediate member of his/her family or his/her spouse's immediate family. Immediate family member shall consist of mother, step-mother, father, step-father, grandparent, brother, sister, child, step-child, spouse of child or grandchild, or anyone to whom you have been the primary caregiver. An employee's Department Head may extend this policy to include the death of another individual at the request of the employee. The employee or his/her Department Head must notify the Supervisor's Office each day that a Bereavement Day is taken.

### **Wage Insurance**

The Town provides Long-Term Disability (LTD) coverage through an insurance company that ensures the wages of each full-time employees and full-time elected officials covered in this agreement. This coverage does not apply to part-time employees or part-time elected officials. In order to be eligible for this coverage an employee must complete one month of continuous service. Disability benefits will commence on the first day after the forty-fifth calendar day of the employee's illness or injury. Until that point, he or she would have to use his or her accumulated sick leave. The Town Board would not bear the responsibility for the employee's wages in the event the employees had used up his or her sick time. However, the Town Board may take special consideration in hardship cases. Details of the LTD benefits are stipulated in the governing plan document provided by the insurance company underwriting the plan.

### **Workers' Compensation**

The Town of Lewisboro provides coverage for job-related injuries and illnesses in accordance with the New York State Workers' Compensation. It is the employee's responsibility to report an accident immediately, or as soon as thereafter as it is practical, to their Department Head. The Employee Injury and Illness form must be completed and forwarded to the Highway Secretary as soon as possible.

Employees who incur lost time due to a job-related injury or illness are eligible for job injury wage continuation time.

If an employee is hurt on the job, the Town will pay two-thirds (2/3) salary for the first week and supplement Workers' Compensation up to two-thirds (2/3) salary per succeeding weeks, if Workers' Compensation pays one-half (1/2) salary, the Town of Lewisboro will pay the additional one-sixth (1/6) to bring the compensation to two-thirds (2/3) of the regular salary.

### **Maternity/Paternity Leave**

An employee, upon filing appropriate medical evidence that she or the employee's spouse is medically disabled due to pregnancy/childbirth, will be permitted to use any annual leave, personal leave, supplemental time, holiday leave and sick leave for the period of the disability and will be eligible for extended sick leave. In addition to the preceding leaves with pay, an employee (female or male) may be granted, upon the written request to the Town Board, a leave of absence without pay for a maximum of seven (7) months, which may be extended upon recommendation of the Department Head, up to a maximum of two (2) years. The total leave cannot exceed two (2) years.

## **Leave of Absence Without Pay**

Once you are on a permanent annual salary basis, you may request, in writing, a leave of absence without pay. The circumstances under which such a leave of absence might be granted include: your temporary inability to perform your duties (physical or mental), your wish to engage in a course of study intended to increase your usefulness to the Town of Lewisboro service (provided that it does not create a significant negative impact on the day to day operations of the department), or any other reason which the Town Supervisor and Town Board might find satisfactory and which they might approve.

Please note that: (1) any absence of more than thirty (30) days may affect the time when you will be eligible for a salary increment, (2) annual leave credits may not be earned when you are absent for more than thirty (30) days, (3) sick leave will not be earned for absences aggregating one-half or more of the work days in a month, and (4) your medical and dental coverage may cease, unless you assume the cost for the coverage which may be continued.

If you should fail to return to your position on or before the date when your leave of absence without pay expires, such failure will be considered a resignation from the Town of Lewisboro service, retroactive to the date that the leave of absence started.

## **Jury and Court Appearance Leave**

If you are required to serve as a juror or to appear in court pursuant to a subpoena or court order during work hours, you will be granted a leave with pay for such required attendance. Any fees received for such attendance, other than travel and meals, must be paid to the Town of Lewisboro. This leave with pay does not apply when your own personal interests are the subject of the court activity.

## **Military Leave**

Members of the United States Armed Forces and/or State/County organized reserved units are given leave with pay pursuant to the provisions of New York State Military Law during ordered military duty including the training period, deployment or active duty of these units.

## **Payment for Unused Vacation**

In cases of resignation or retirement in good standing and upon providing at least two weeks notice, termination without cause, or death, the employee, or his/her

beneficiary will be compensated for any vacation and any authorized compensatory time credited to you, which you have not used. Unused vacation does not include time accruing toward the subsequent year's leave. This does not apply to employees on a per diem, hourly or fee basis for whom vacation credits are not allowed. Vacation time credited to an employee in the year in which employment is terminated with the Town of Lewisboro shall be prorated for that year dependent on the employee's last day of employment with the Town for the purposes of calculating payment of unused vacation time.

### **Leave for Breast and Prostate Cancer Screening**

Employees are entitled to up to four (4) hours of paid leave for the purpose of obtaining breast cancer screening and up to four (4) hours of paid leave for the purpose of obtaining prostate cancer screening with no charge to leave accruals. Proof of appointment/screening may be required by Department Head or Town Supervisor.

### **Leave for Blood Donation**

All full-time employees are entitled to three (3) hours of paid leave in any twelve (12) month period for the purpose of donating blood. Proof of appointment/screening may be required by Department Head or Town Supervisor.

### **FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA) (This Act Applies to Both Union and Non-association Employees)**

All employees who meet the applicable eligibility requirements may be granted FMLA leave consisting of appropriate accrued paid leave and unpaid leave, for a maximum period of twelve (12) weeks during a calendar year (January 1<sup>st</sup> – December 31<sup>st</sup>) for the following reasons:

1. the birth of the employee's child and in order to care for the child.
2. the placement of a child with the employee for adoption or foster care.
3. to care for a spouse, child or parent who has serious health condition or
4. a serious health condition that renders the employee incapable of performing the functions of his or her job.

The entitlement to FLMA leave for the birth, or placement of a child for adoption or foster care, expires twelve (12) months from the date of the birth or placement.

Eligibility: Employees who have been employed for at least one (1) year and who have worked at least 1,250 hours during the preceding twelve (12) month period

are eligible for FMLA leave. Eligible employees are entitled to a maximum of twelve (12) weeks of FMLA leave in any twelve (12) month period as calculated from the first day of any authorized FMLA leave granted in the twelve (12) months preceding the first day of the newly requested leave.

FMLA leave will consist of appropriate accrued paid leave and unpaid leave. If FMLA leave is requested, the employee must use all of his or her accrued paid vacation leave, personal time and sick leave to which it is available. If the need for the FMLA leave is the result of a job related injury, sick injury time will be used before accrued balances. The remainder of the FMLA leave will then consist of unpaid leave.

Procedure for Requesting Leave: In any case where leave under FMLA is foreseeable, an employee intending to take FMLA leave because of an expected birth or placement, or because of a planned medical treatment, must request the leave at least thirty (30) days before the leave is to begin, as far as practicable. If leave is to begin within thirty (30) days, an employee must give notice to his or her Department Head/Town Supervisor as soon as the necessity for the leave arises. In all cases, an employee must make the FMLA leave request with documentation to his or her supervisor consistent with department procedures.

Medical Certification: Notice for leave based on the serious health condition of the employee or the employee's spouse, child or parent must be accompanied by a "Medical Certification" form completed by a health care provider and must be provided to your Department Head and/or Town Supervisor. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. These forms are available from your Department Head or Town Supervisor's office. If the employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of his or her job. Consistent with existing practice this "Medical Certificate" is not needed for birth or placement of a child for adoption or foster care. Physician and agency notes will continue to be accepted.

#### Benefits Coverage During Leave

During a period of FMLA leave, an employee will retain medical and dental benefits under the same conditions that applied before leave commenced.

An employee is not entitled to the accrual of any seniority or employment benefits that would have occurred if not for the taking of leave. An employee who takes FMLA leave will not lose any employment benefits that accrued before the date the leave began.

### Restoration to Employment Following Leave

An employee eligible for FMLA leave will be restored, with limited exceptions, to his or her prior position or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. A determination as to whether a position is an “equivalent position” will be made by the Town Supervisor and the Town Board.

## **HEALTH BENEFITS**

### **(This Article Applies Only to Non-association Employees)**

#### **Eligibility for Health Benefits**

A new employee is not automatically eligible for benefits. In order to be eligible the employee must be a full-time employee or be a paid elected/appointed official.

#### **Non-Eligibility for Health Benefits**

New employees are not eligible for benefits in the following situations:

- If they are terminated before their effective date of coverage
- If they are appointed or elected to a position for less than three (3) months
- If they retire prior to the effective date of the plan and are subsequently re-employed in a temporary, seasonal or occasional basis
- If they are moved to an hourly position

#### **Well-Care Allowance**

The Town offers an annual “well-care” allowance of \$700 per full-time employee and Elected Official per year. This allowance applies to all employees, elected officials and their eligible dependents and is to be used for reimbursement of medical and dental expenses incurred by any member of the family, provided the expenses are not reimbursed by another medical or dental plan. Examples of expenses that may be covered under this plan are physical exams, hearing exams, eye exams, eyeglasses, contact lenses, gym memberships, hearing aids, immunizations, weight-loss programs, smoking cessation programs, dental charges not covered by insurance, annual insurance deductions and co-payments and

unusual well-care expenses not covered by standard health insurance. This plan does not cover the purchase of exercise equipment.

Claims for payment of well-care expenses should be submitted in a timely manner and must be processed through the Town Supervisor's office and approved by the Town Board. All claims for payment of well-care expenses incurred in a calendar year must be submitted by February 15<sup>th</sup> of the following calendar year in order to be debited from the prior year's balance. The Town will not pay claims for well-care expenses in excess of an employee's well-care account balance in any given calendar year. Any claims submitted after February 15<sup>th</sup> for expenses incurred in the previous calendar year will be debited from the current calendar year. Well-care benefits shall be prorated during the first year of employment.

### **Well-Care Carryover**

Any portion of the well-care allowance not used by an employee or Elected Official at the end of a calendar year may be carried over into the following year, up to a maximum of \$2,000. No employee's well-care balance will exceed \$2,000 at the beginning of the calendar year.

All well-care balances are lost upon separation of employment with the Town.

Any well-care claims that are submitted within ninety (90) days of an employee's separation date from the Town may be covered provided that proof is submitted with the claim that service was rendered prior to separation and dependent upon the employee's well-care balance at the time of separation.

### **Dental Insurance**

The Dental Assistance Plan is administered by POMCO and will be paid for by the Town.

### **Health Insurance**

During Service: For all current full-time employees and elected/appointed officials receiving a salary hired/elected/appointed prior to April 1<sup>st</sup>, 1999 the Town of Lewisboro will pay the full cost of medical benefits for as long as they remain employed by the Town of Lewisboro. The health plan will be the Municipal Employee Benefit Consortium (MEBCO) administered by POMCO or other plan with equivalent or superior benefits. The plan shall include hospitalization, major medical and drug coverage as set forth in the MEBCO or such other plan providing equivalent or superior benefits. Commencing April 1, 1999, full-time employees

and elected/appointed officials receiving a salary hired/elected/appointed after such date shall contribute 15% of the cost of their medical coverage until retirement with an annual employee co-pay cap not to exceed two thousand dollars (\$2,000). Commencing January 19, 2009, full-time employees or elected/appointed officials receiving a salary hired after such date shall contribute 25% of the cost of their medical coverage until retirement.

The Town's obligations hereunder shall be for the benefit of current full-time employees and elected/appointed officials receiving a salary hired/elected prior to April 1<sup>st</sup>, 1999. For those individuals there shall be no change in the benefits without the written consent of any effected employees.

### **Option to Decline Health Coverage**

Full-time employees, elected/appointed officials receiving a salary, and retirees may elect to decline available medical and dental benefits, electing, instead to receive an annual lump sum benefit of \$4,000.

### **Medicare Reimbursement**

Retirees of the Town and their spouses are entitled to receive reimbursement of the base cost of Medicare Part B provided they are covered by the Town's medical plan. The Town makes reimbursements on a quarterly basis. Surviving spouses are entitled to continue receiving Medicare reimbursements.

### **Eligible Dependents**

Eligible dependents are defined by the employee's plan in which he/she is enrolled.

### **Loss of Eligibility by Dependents**

Loss of eligibility is defined by the employee's plan in which he/she is enrolled.

### **Effective Dates of Coverage**

Health Benefits – Medical and dental coverage is effective the first of the month following the date of hire unless the hire date is the first day of the month in which case coverage becomes effective that day.

For example:

Hire Date

Effective Date

February 7<sup>th</sup>

March 1<sup>st</sup>

February 1<sup>st</sup>

February 1<sup>st</sup>

## **Effective Dates/Changes in Coverage**

Changes in your family status because of marriage, birth of a child, divorce or death may make it necessary for a change in your health benefit coverage. To avoid delay of coverage any of these changes must be reported to the Confidential Secretary, responsible for benefits within thirty (30) days of the date of change in family status.

**1. From Individual to Family Coverage**

You may wish this change to cover a newly acquired or existing spouse or dependent child.

**2. From Family to Individual Coverage**

You may no longer have any eligible dependents, or may no longer wish to cover existing eligible dependents.

**3. From Family to Two Individuals**

A husband and wife who are both working for the Town of Lewisboro may both wish to have individual coverage rather than having one spouse covered as a dependent under the other's benefit plan.

**4. From Two Individuals to One Family**

A husband and wife both working for the Town of Lewisboro may wish to have family coverage, with one spouse represented as a dependent on the other's health benefit plan.

**5. From Two Individuals to Two Families**

A husband and wife both working for the Town of Lewisboro may both wish to have family coverage, with each spouse covered as a dependent on the other's health benefit plan.

If an employee wishes any of the above changes in his or her health benefit coverage, the effective date of the change would be as follows:

- A. If the application for a change from individual to family coverage is made within thirty (30) days of the date you acquire your first eligible dependent (either spouse or dependent child), the change becomes effective on the first day of the month following the request for a change.

For Example:

Example 1:

Date of Marriage:  
4/13

Request for Change:  
Before 4/30

Effective Date:  
5/1

Example 2:

Date of Marriage:  
4/13

Request for Change:  
After 4/30  
Before 5/13

Effective Date:  
6/1

1. If you have already had family coverage, a new dependent child is covered under the family policy. You must file the name and birth date of the child to the Confidential Secretary to the Supervisor within thirty (30) days of the birth of the child.
2. If you are unmarried and request a change from individual to family coverage because of the birth of a dependent child, the effective date for family coverage begins on the first day of the birth month of the child.

Failure to request a change to family coverage within thirty (30) days of the date of acquiring your first eligible dependent will mean your family coverage will not become effective until the first day of the following year.

Date of Marriage:  
4/13/09

Request for Change:  
5/20/09

Effective Date:  
1/1/10

- B. If you request a change from family to individual coverage, the change becomes effective the first day of the month following the request for a change.

## **Change of Options**

Each year employees are offered the opportunity to transfer from one health benefit option to another. This change will take effect on the first day of January and cannot be changed again until the following annual change of option period. Employees who elect to make such a change should be sure that they have a clear understanding of the benefits available under the plan they have chosen.

## **Change in Employment Status**

### Benefits While on an Authorized Family Medical Leave

If an employee is on an authorized FMLA leave, the employee's health and dental plans will be maintained for the duration of the FMLA leave for the maximum period of twelve (12) weeks.

### Maintenance of Benefits While on Unpaid Leave

An employee has the opportunity to continue medical and dental benefits by paying the full cost of the coverage while on an unpaid leave. The Finance Department will send the employee a bill based upon the information submitted by the employee's Department Head. If the employee chooses not to continue coverage, the benefits will terminate on the last day of the month that the employee worked.

If an employee elects not to continue coverage while on leave without pay, the employee must re-enroll for medical and dental benefits within thirty (30) days of his or her return from such leave without pay in order to avoid the three month penalty waiting period.

### Benefits When You Are Retired

Retirement (Normal, Death, Disability): Full-time employees and Elected/Appointed Officials who are receiving Town-paid health insurance benefits on the date of retirement, as defined by the New York State and Local Employees' Retirement System are eligible to continue health insurance coverage as of the date that they are eligible to receive New York State retirement benefits. All terms and conditions of health benefits in retirement for those employees who retired prior to the adoption of this handbook shall not be altered in any way by this policy.

Full-time employees and elected/appointed officials receiving a salary who were hired/elected prior to April 1, 1999 or their surviving spouses and eligible dependents upon retirement shall continue to receive without interruption the same medical coverage paid in full by the Town, provided the retiree has completed at least ten (10) continuous years of full-time employment with the Town immediately preceding retirement. However, spouses shall become ineligible should they remarry.

Full-time employees and elected/appointed officials receiving a salary who were hired/elected on or after April 1, 1999 or their surviving spouses and eligible dependents, upon retirement shall continue to receive, without interruption, the same medical coverage, paid in full by the Town, provided the retiree has completed ten (10) continuous years of service to the Town which immediately precede retirement. However, spouses shall become ineligible should they remarry.

Full-time employees or elected/appointed officials receiving a salary who were hired/elected after January 19, 2009 or their surviving spouses and eligible dependent children, upon retirement shall continue to receive, without interruption, the same medical coverage, not paid in full by the Town, a 5% contribution from employees will be required, provided the retiree has completed twenty (20) years of Town employment, ten (10) continuous years of which immediately precede retirement. However, spouses shall become ineligible should they remarry.

If you qualify for Social Security Disability payments and have at least ten (10) continuous years of service with the Town of Lewisboro, you are considered to be retired for Health Benefits purposes regardless of your age.

If you wish to continue medical or dental benefit coverage into retirement (family or individual), you must contact the Finance Department to ensure that separation information on the payroll system indicates that you are retiring. This will then be forwarded to the Confidential Secretary to determine contribution requirements. Please refer to the previous section entitled "Benefits When You Are Retired" to determine whether or not you will be required to contribute for benefits in retirement. If you are required to contribute for your health and dental benefits in retirement, then a bill will be sent to you requesting the payment that will be due on a quarterly basis. This payment will be remitted to the Finance Department.

Retirees may continue dental coverage in retirement provided they pay 100% of the cost for the dental coverage.

If you are on an authorized leave without pay pending retirement, you are eligible for continuation of health benefits without making direct payments during the authorized leave if:

- 1) You put in a request for retirement to the retirement system while still on the payroll; and
- 2) You request to continue your health benefit plan into retirement.

If you do not request retirement while you are still on the payroll and go on an authorized leave without pay pending retirement, you must make direct payments towards your health benefit plan while on the authorized leave without pay or your coverage will be terminated for non-payment and will not be reinstated at the time of your retirement.

Neither retirees nor their dependents are eligible for vision benefits.

### Benefits When You Are Vested

If you terminate your employment before retirement age:

- 1) You may continue your health benefit coverage if you were hired prior to April 1, 1999 and have ten (10) continuous years of paid service with the Town of Lewisboro, were hired after April 1, 1999 and have fifteen (15) years of service to the Town, or where hired after January 19, 2009 and have twenty (20) years of paid service to the Town
- 2) If you wish to continue health benefits while you are vested:
  - A) you are required to pay the entire cost of your coverage (individual or family) from the first day of the month following the date of your termination until you are eligible to receive a retirement allowance.
  - B) You must submit a written request to the Confidential Secretary for the Supervisor asking to continue coverage based on vested rights. Following submission of your written request, a bill will be sent to you indicating the amount due each month.

If you wish to continue your coverage into retirement, you must continue your health benefit coverage as an enrollee or an eligible dependent of an enrollee while in vested status. If your health coverage is terminated because you did not request to continue coverage, or failed to make payments after requesting coverage you will not be permitted to reinstate coverage either during vested status or after retirement.

Once you have established eligibility to continue health benefit coverage as a retiree, that eligibility shall not be impaired by subsequent employment.

### Survivor Benefits

When an employee or retiree with individual coverage dies, coverage will terminate on the date of death.

Survivors of an employee or retiree of the Town are eligible to continue to receive health benefits provided the employee or retiree had met the requirements stated in the previous section entitled Benefits When You Are Retired under the Change in Employment Status section of this Handbook; survivors are not eligible to continue benefits in an HMO (Health Maintenance Organization Plan). If the deceased employee was enrolled in an HMO the surviving family will be offered the opportunity to enroll and continue benefits in the Town's Health Benefit Plan (MEBCO). If the deceased employee or retiree did not meet the requirements stated in the previous section entitled Benefits When You Are Retired under Change in Employment Status of this Handbook, the survivors are not eligible to continue health benefits coverage under the Town of Lewisboro's group policy as a survivor. The survivor(s) will be offered the opportunity to continue coverage under the COBRA provision as described later in this booklet.

If a spouse or dependent children eligible for survivor coverage wish to have survivor coverage, they must notify the Confidential Secretary to the Supervisor by letter, requesting the continuation of their health benefits along with a copy of the former employee's death certificate within three (3) months following the date of death. When a request is made, the survivor will receive a bill for the full cost of family or individual coverage to be paid on a quarterly basis. Failure to pay on a timely basis will result in termination of Health Benefits which will not be reinstated.

If at any time a survivor spouse remarries, coverage will be terminated. Dependent children can continue to have coverage as long as they would have been eligible had the employee lived.

- 1) If there is a surviving spouse and children (or child), the spouse may enroll for family coverage with the children (or child) as dependents.
- 2) If there is no spouse (or the spouse is ineligible as a result of remarriage), the oldest dependent child enrolls with the other children as dependents.
- 3) If there are only two survivors at the time of the employee's death, or at any time thereafter, the two survivors may both apply for individual coverage.

Survivors are not eligible to continue dental or vision coverage.

### **Continuation of Health Benefit Payments Under COBRA**

COBRA benefits will be provided as required by law.

## **Waiver of Health Benefit Payments**

If you are totally disabled while on an authorized leave without pay, a waiver of health benefit payments for a period of up to one year in duration may be granted. In order to be eligible for such a waiver, you must meet all of the following conditions:

- 1) You must be totally disabled, as a result of illness or injury, and have been continuously disabled for at least three (3) months;
- 2) You must be on authorized leave without pay; and
- 3) Must have kept coverage in effect during the period you were on an unpaid leave.

In order to apply for a waiver of payment, you must obtain an application for waiver of payment from the Confidential Secretary for the Supervisor. The form must be completed by you and your physician and returned to the Confidential Secretary for the Supervisor.

If approved, the waiver will begin on the first day of the fourth calendar month following the occurrence of the disability or on the first day of the calendar month following the end of accrued sick leave, whichever is later.

The waiver will continue during the period of total disability, but in no event, for more than one year. If any of the following conditions occur before the expiration of the year, the waiver will cease:

- 1) cessation of the disability
- 2) your return to the payroll
- 3) approval of a request for New York State retirement benefits
- 4) separation from service
- 5) your death

## **Employee Assistance Program**

*Program still to be established by Town Board*

## **Grievance Procedure**

### **A. Resolution of the Town of Lewisboro**

The Town of Lewisboro, in compliance with Article 16 of the General Municipal Law (Chapter 554 of the Laws of 1962) regarding the

establishment of grievance procedures for public employees, does hereby establish and adopt the following procedures for the orderly settlement of grievances of public employees of the Town who are not covered by a contractual grievance procedure. The purpose of these procedures is to provide a means for orderly settlement of differences promptly and fairly, as they arise and to assure equitable and proper treatment pursuant to established rules, regulations and policies of the Town. The provisions of these procedures shall be liberally construed for the accomplishment of this purpose.

B. Definitions

1. Chief Administrator shall mean the Town Supervisor.
2. Representative shall mean a co-worker designated by the aggrieved employee to act on his/her behalf.
3. Grievance shall mean any claimed violation, misinterpretation or inequitable application of any existing laws, rules, regulations or policies which relate to or involve the employee in the exercise of his/her duties.

C. Basic Principles

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of a grievance at the earliest possible stage is encouraged.
2. An employee shall have the right to present grievances in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any stage of the procedures by a co-worker of his/her own choice.
4. All hearings shall be confidential.
5. It shall be the responsibility of the chief administrator of the Town to take such steps as may be necessary to give force and effect to these procedures. The chief administrator shall have the responsibility to consider promptly each grievance

presented to him and make a determination within the authority delegated to him within the time specified in these procedures.

6. The function of these procedures is to assure equitable and proper treatment under the existing laws, rules, regulations and policies which relate to or affect the employee in the performance of his/her assignment. They are not designed to be used for changing such rules or establishing new ones.

D. Procedures

1. Informal Stage - The aggrieved employee shall orally present his grievance, clearly indicating that it is a grievance, to the chief administrator who shall orally and informally discuss the grievance with the aggrieved employee. If such grievance is not satisfactorily resolved at this stage, the aggrieved employee shall inform the chief administrator that he/she intends to proceed to the formal stage(s). The employee may make a written request to the Chief Administrator for a review and determination. The written request, i.e., grievance, must be filed within thirty (30) working days of the alleged violation, otherwise it shall be deemed untimely.
2. The Chief Administrator shall render his determination within ten (10) working days.
3. If the aggrieved employee is not satisfied with the Town Supervisor's written decision, the written statement of the grievance may be appealed to the Town Board within ten (10) working days after the receipt of the Town Supervisor's decision.
4. The Town Board, or a sub-committee of the Board, appointed by the Town Supervisor, shall conduct a hearing on the appeal in executive session within fifteen (15) working days following the receipt of the appeal.
5. A decision shall be rendered within five (5) working days following the conclusion of the hearing. A copy of the decision shall be provided to the aggrieved employee.
6. The decision will be considered final, not subject to arbitration.

## Acknowledgement of Receipt

All employees must have read this handbook and signed the Acknowledgement of Receipt form before they can begin work for the Town.

### ACKNOWLEDGMENT

I, \_\_\_\_\_, have received a copy of the Employee Handbook issued by the Town of Lewisboro and understand and agree that I am to review this Handbook in detail and consult with my supervisor if I have any questions concerning its contents.

I understand and agree:

1. That this Handbook is intended as a general guide to the Town's personnel policies and that it is not intended to create any sort of contract between the Town and any one or all of its employees;
2. That the Town may modify any or all of these policies, in whole or in part, at any time, with or without prior notice; and
3. That in the event the Town modifies any of the policies contained in this Handbook, the changes will become binding on me immediately upon issuance of the new policy by the Town.

If I am an association employee, I understand that the Handbook will be read consistent with the applicable collective bargaining agreement and that the Town will not modify an existing term and condition of employment without first negotiating such change with the Union.

*I understand that as an employee of the Town of Lewisboro I am required to review and follow the policies set forth in this Handbook and I agree to do so.*

---

*Employee's Signature*

*Date*

## Appendix A

### Chapter 18: ETHICS, CODE OF

[HISTORY: Adopted by the Town Board of the Town of Lewisboro 6-9-1970 by L.L. No. 1-1970. Amendments noted where applicable.]

#### GENERAL REFERENCES

Officers and employees — See Ch. 50

#### § 18-1. Legislative intent.

The Town Board of the Town of Lewisboro recognizes that there are state statutory provisions mandating towns to establish rules and standards of ethical conduct for public officers and employees, which, if observed, can enhance public confidence in local government. In the light of a tendency today on the part of some people to downgrade our local governments and to discredit our public servants and our free institutions generally, it appears necessary that every effort will be made to ensure the highest caliber of public administration of this Town as part of our State's important system of local government. It is the purpose of this chapter to implement this objective through the establishment of standards of conduct, to provide for punishment of violation of such standards and to create a Board of Ethics to render advisory opinions to the Town's officers and employees as provided for herein.

#### § 18-2. Standards to be in addition to other provisions.

The standards, prohibited acts and procedures established herein are in addition to any prohibited acts, conflicts of interest provisions or procedures prescribed by statute of the State of New York and also in addition to common law rules and judicial decisions relating to the conduct of Town officers to the extent at the same are more severe in their application than this chapter.

#### § 18-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

TOWN — Any board, commission, district, council or other agency, department or unit or the government of the Town of Lewisboro.

TOWN EMPLOYEE — Any officer or employee of the Town of Lewisboro, whether paid or unpaid, whether serving in a full-time, part-time or advisory capacity.

#### § 18-4. Conflicts of interest.

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

### **§ 18-5. General standards.**

- A. No Town employee shall accept other employment which will impair his independence of judgment in the exercise of his official duties.
- B. No Town employee shall accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority. acquired by him/her in his/her official duties or use such information to further his/her personal interests.
- C. No Town employee shall engage in any transaction as representative or agent of the Town with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties.
- D. A Town employee shall not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties or that he is affected by the kinship, rank, position or influence of any party or person.
- E. Each Town employee shall abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.
- F. Each Town employee shall endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.
- G. No Town employee employed on a full-time basis nor any firm or association of which such employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such employee, shall sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the Town in which such employee serves or is employed.

### **§ 18-6. Penalties for offenses.**

In addition to any penalty contained in any other provision of law, any such Town employee who shall knowingly and intentionally violate any of the provisions of this chapter may be fined, suspended or removed from office or employment in the manner provided by law.

### **§ 18-7. Board of Ethics.**

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

- B. The Board of Ethics established hereunder shall render advisory opinions to Town employees on written request and upon request of the Town Board make recommendations to such Town Board as to any amendments of this chapter. The opinions of the Board of Ethics shall be advisory and confidential, and in no event shall the identity of the Town employee be disclosed, except to authorized persons and agencies. Such opinions shall be on the advice of counsel employed by the Board of Ethics or, if none, of the Town Attorney.
- C. Such Board of Ethics, upon its formation, shall promulgate its own rules and regulations as to its form and procedures and shall maintain appropriate records of its opinions and proceedings.

**§ 18-8. Copies to be distributed.**

Upon the adoption of this chapter, the Town Supervisor shall cause a copy thereof to be distributed to every Town employee of this Town. Failure to distribute any such copy or failure of any Town employee to receive such copy shall have no effect on the duty of compliance with this code, nor the enforcement of provisions thereof. The Town Supervisor shall further cause a copy of this chapter to be kept posted conspicuously in each public building under the jurisdiction of the Town. Failure to so post this chapter shall have no effect on the duty of compliance herewith, nor the enforcement provisions hereof.

**§ 18-9. Filing.**

Within 30 days of the adoption of this chapter, the Town Clerk shall file a copy thereof in the office of the State Comptroller.

**§ 18-10. Appropriations for Board.**

The Town Board may appropriate moneys from the general Town funds for the maintenance of and for personnel services to the Board of Ethics established hereunder, but such Board of Ethics may not commit the expenditure of Town moneys except within the appropriations provided herein.

## Appendix B

### **DRUG AND ALCOHOL POLICY & PROCEDURE FOR CDL DRIVERS**

Pursuant to the Omnibus Transportation Employee Testing Act of 1991 and the United States Department of Transportation (DOT) Regulations.

#### **POLICY STATEMENT**

The Town of Lewisboro is dedicated to providing safe and efficient service to our residents. Moreover, we are dedicated to providing a safe workplace for our employees.

In order to meet this goal, we hereby endorse the Federal Highway Administration substance abuse regulations and in accordance with Department of Transportation regulations, the Town of Lewisboro ("Town") promulgates the following policy on the misuse of alcohol and the use of controlled substances. We will also provide training, education and other assistance to our employees. Any questions concerning either the educational materials that explain the requirements of the alcohol and drug testing regulations and/or the Town's policies and procedures with respect to meeting those requirements should be directed to the Highway Superintendent. The Highway Superintendent shall, at a minimum, receive the same training as provided to supervisors who are responsible to oversee the drivers subject to testing.

Drug testing, in compliance with DOT regulations, is an integral part of our program. Any violation of this policy, administrative regulations and/or procedures, and applicable federal and state laws by a covered employee shall be grounds for disciplinary action including, but not limited to, fines, suspension, and/or discharge in a manner consistent with the Town policy, collective bargaining agreements and applicable law.

The terms used in this policy are to be defined consistent with the meanings and definitions of such terms in the DOT Regulations.

#### **Who Is Subject to the Alcohol Misuse and Controlled Substance Requirements**

This policy applies to all employees in a safety sensitive position required to have a commercial driver's license ("CDL's"), as defined by the Department of Transportation Federal Regulations.

#### **Definition of Safety Sensitive Functions**

For purposes of this policy and the Town's drug and alcohol testing program, performing a safety sensitive function means any of the following and an individual whose work requires that he or she engage in the following activities is subject to testing:

## **SAFETY-SENSITIVE FUNCTIONS**

1. All time spent at the Town Highway Department offices or other Town facility or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.
2. All time inspecting equipment as required by 49 C.F.R. 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial vehicle at any time.
3. All time spent at the driving controls of a commercial motor vehicle.
4. All time, other than driving time, spent on or in a commercial motor vehicle.
5. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time spent performing the driver requirements associated with an accident.
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

## **TRAINING**

The Town provides education and training for drivers about controlled substances and alcohol. Such training shall be conducted in compliance with 49 C.F.R. 382.603. The training program will cover the effects of controlled substance use on personal health, safety and the work environment. Manifestations and behavioral changes that may indicate controlled substance use and abuse will also be addressed. Documentation of these training sessions will be maintained.

## **PROHIBITIONS**

The following alcohol and controlled substance-related activities are prohibited by the Federal Highway Administration's drug use and alcohol misuse rules for drivers of commercial motor vehicles:

- a) No driver shall report for duty within four (4) hours of consuming alcohol prior to performing any safety sensitive function.
- b) No driver shall report for duty or remain on duty requiring the performance of safety sensitive functions while the driver has an alcohol concentration of 0.04 or greater.

- c) No driver shall use alcohol while on duty at any time while performing any safety sensitive function.
- d) No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol, unless the alcohol is manifested and transported as part of a shipment.
- e) No driver shall use alcohol for eight hours following an accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
- f) No driver shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses controlled substances, except when pursuant to the instruction of a physician who has advised the driver that such use will not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- g) No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

### **Types of Tests**

Drug testing for marijuana, cocaine, opiates, amphetamines and PCP will be performed on urine specimens. Alcohol testing will be performed by means of breath testing devices approved by the National Highway Traffic Safety Administration. The testing, collection and certification of personnel to collect the urine sample will be conducted in conformance with 49 C.F.R. A, C, D, E, and F. All testing laboratories shall be located in the United States and shall be certified by the Health and Human Services under the National Laboratory Certification Program. Testing procedures will comply with Federal Motor Carrier regulations. 49 C.F.R. Part 40. Individual test reports will be maintained in each employee's confidential file. However, if the test was triggered by reasonable suspicion and the test result was negative or a split sample was tested and the result was negative, all documentation concerning the reasonable suspicion shall be removed from the employee's personnel file. This does not preclude the Town from taking disciplinary action, if appropriate, based on incompetence and/or misconduct.

Six types of drug and alcohol tests are required under federal regulations: pre-employment, random, reasonable suspicion, return to duty, follow-up and post-accident.

1. All applicants for employment will submit to drug testing.
2. Throughout the year, drivers are subject to unannounced testing on a random basis. The total number of employees randomly selected for controlled substance testing during the calendar year shall be equal to a percentage rate of 50% of all Town CDL drivers. The minimum annual percentage rate for random alcohol testing shall be 10% of covered employees. Since drivers are chosen at random throughout the year, each individual driver may not be tested or may be tested once, twice or more in a given year. There shall be no loss or deductions made from an employee's time allowances for purposes of testing, including travel time.

3. A driver shall submit to testing, upon reasonable suspicion, when requested to do so by the Town. Conduct triggering testing under this part must be directly observed by a supervisor or Town official. The supervisor or Town official making this determination must have received training in the identification of behavior indicative of use of a controlled substance per 49 C.F.R. 382.603. Documentation of the driver's conduct shall be prepared and signed by the witness within 24 hours.
4. If a driver who violates this policy is allowed to return to duty, a test will be conducted prior to the performance of a safety-sensitive function. In addition, the driver will be subject to unannounced follow-up testing. The frequency of such tests will be prescribed by a substance abuse professional and will consist of a minimum of 6 tests in the first 12 months following the driver's return to duty.
5. The employer will test for alcohol and drugs as soon as possible after an accident, if the driver receives a citation under State or local law for a moving traffic violation arising from the accident or if there is a fatality. The alcohol test should be performed within 2 hours of the accident. If not tested within 2 hours, the driver may be tested for alcohol up to 8 hours following the accident. The drug test will be performed within 32 hours of the accident. Accident shall be defined as any occurrence involving a commercial motor vehicle operating on a public road in commerce which results in a fatality; or the driver receives a citation within 32 hours of the occurrence under state or local law for a moving traffic violation arising from this accident if the accident involved bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident, or one or more of the motor vehicles involved in the accident is transported away by a tow truck or other motor vehicle

### **Procedures for Drug Tests**

Drug testing is done by means of urine collection and analysis. Trained personnel in accordance with DOT regulations will collect the specimen. The specimen is divided into 2 separate containers (the primary sample and the split sample) and sealed in a tamper-evident container and shipped to a NIDA-certified lab for testing. Laboratory test results are reported to the medical review officer (MRO). Each specimen receives a screening test and, if that test is positive, a confirmation test. Before reporting a positive test to the employer, the MRO will attempt to contact the driver to discuss the test results. If the MRO is unable to contact the driver directly, the MRO will contact the employer's Drug Program Administrator who will contact the employee. If no legitimate explanation for the positive test is found, the MRO will report the test as positive. If there is a valid explanation for the positive test other than illegal drug use, the MRO will report the test as negative. A test showing the presence of a medication, which the employee has used in accordance with a valid prescription, will be considered a negative test, unless the employee drove in violation of the physician's order prohibiting driving.

In the event of a positive drug test, the employee has the right to request that the split sample be sent to a different certified lab for testing. The Town shall pay the costs for the split sample test. This request must be made within 72 hours of the time the driver was informed of the results by the MRO.

### **Procedures for Alcohol Tests**

Certified breath alcohol technicians will perform these tests using evidential breath testing devices. If the test shows a result less than 0.02, the test is considered negative. If the alcohol concentration is 0.02 or greater, a confirmation test must be conducted. The confirmation test will be performed fifteen minutes after the initial test and the results of this test determine what actions will be taken.

### **CONSEQUENCES OF A POSITIVE TEST**

Drivers who are known to have engaged in prohibited behavior with regard to alcohol misuse or use of controlled substances are subject to disciplinary action and penalties pursuant to Town policy and collective bargaining agreements, as well as other sanctions provided for in State and/or federal law.

1. Applicants for employment who test positive for drugs will not be hired.
2. Employees who test positive may be required to be evaluated by a substance abuse professional (SAP) and complete any requirements for rehabilitation as set by the Town and the SAP.
3. A driver who, after providing an adequate breath specimen, has a confirmatory test which registers between 0.02 and 0.04, at a minimum, must be suspended without pay until his/her next regularly scheduled duty period, but for no less than 24 hours and may be subject to additional disciplinary action by the Town, up to and including discharge.
4. A driver who tests positive for drugs, or after providing an adequate breath specimen, has a confirmatory test which registers 0.04 or greater will, at a minimum be suspended without pay until his/her next regularly scheduled duty period, but for no less than 24 hours, and may be subject to additional disciplinary action by the Town, up to and including discharge. In order to be eligible to return to duty after a positive drug test or an alcohol level of 0.04 or higher, a driver must complete the course of rehabilitation prescribed by the substance abuse professional and undergo a return-to-duty test with a negative result. After returning to work, the driver must continue in an after-care program and be subject to follow-up testing, in accordance with the recommendation of the SAP and consistent with the regulations. The employee shall be able to use all time accruals during rehabilitation (in-patient and/or out-patient) and make application to the Town for leave of absence during a period of absence that is not a disciplinary suspension without pay.

## **CONSEQUENCES OF REFUSING A DRUG OR ALCOHOL TEST**

The consequences of refusing a test are the same as testing positive. A refusal to submit to an alcohol or controlled substance test is defined as a driver who (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing; (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

### **Confidentiality**

All employee drug and alcohol testing will be kept confidential and shall only be revealed without the driver's consent to the employer, a substance abuse professional, drug testing laboratory, medical review officer and other individual designated by law. Any other release of this information is only with the employee's written consent. If an employee initiates a grievance, hearing, lawsuit or other action as a result of a violation of these rules, the employer may release relevant information to the decision maker. If an employee is licensed, documented, or certificated by a DOT agency, relevant information may be released to the decision maker in any DOT agency revocation or suspension action to the extent required by law.

## Appendix C

### Public Officers Law, Article 2 § 18

§ 18. Defense and indemnification of officers and employees of public entities. 1. As used in this section, unless the context otherwise requires:

(a) The term "public entity" shall mean (i) a county, city, town, village or any other political subdivision or civil division of the state, (ii) a school district, board of cooperative educational services, or any other governmental entity or combination or association of governmental entities operating a public school, college, community college or university, (iii) a public improvement or special district, (iv) a public authority, commission, agency or public benefit corporation, or (v) any other separate corporate instrumentality or unit of government; but shall not include the state of New York or any other public entity the officers and employees of which are covered by section seventeen of this chapter or by defense and indemnification provisions of any other state statute taking effect after January first, nineteen hundred seventy-nine.

(b) The term "employee" shall mean any commissioner, member of a public board or commission, trustee, director, officer, employee, volunteer expressly authorized to participate in a publicly sponsored volunteer program, or any other person holding a position by election, appointment or employment in the service of a public entity, whether or not compensated, but shall not include the sheriff of any county or an independent contractor. The term "employee" shall include a former employee, his estate or judicially appointed personal representative.

(c) The term "governing body" shall mean the board or body in which the general legislative, governmental or public powers of the public entity are vested and by authority of which the business of the public entity is conducted.

2. The provisions of this section shall apply to any public entity:

(a) whose governing body has agreed by the adoption of local law, by-law, resolution, rule or regulation (i) to confer the benefits of this section upon its employees, and (ii) to be held liable for the costs incurred under these provisions; or

(b) where the governing body of a municipality, for whose benefit the public entity has been established, has agreed by the adoption of local law or resolution (i) to confer the benefits of this section upon the employees of such public entity, and (ii) to be held liable for the costs incurred under these provisions.

3. (a) Upon compliance by the employee with the provisions of subdivision five of this section, the public entity shall provide for the defense of the employee in any civil action or proceeding, state or federal, arising out of any alleged act or omission which occurred or allegedly occurred while the employee was acting within the scope of his public employment or duties. This duty to provide for a defense shall not arise where such civil action or proceeding is brought by or at the behest of the public entity employing such employee.

(b) Subject to the conditions set forth in paragraph (a) of this subdivision, the employee shall be entitled to be represented by private counsel of his choice in any civil action or proceeding whenever the chief legal officer of the public entity or other counsel designated by the public entity determines that a conflict of interest exists, or whenever a court, upon appropriate motion or otherwise by a special

proceeding, determines that a conflict of interest exists and that the employee is entitled to be represented by counsel of his choice, provided, however, that the chief legal officer or other counsel designated by the public entity may require, as a condition to payment of the fees and expenses of such representation, that appropriate groups of such employees be represented by the same counsel. Reasonable attorneys' fees and litigation expenses shall be paid by the public entity to such private counsel from time to time during the pendency of the civil action or proceeding with the approval of the governing body of the public entity.

(c) Any dispute with respect to representation of multiple employees by a single counsel or the amount of litigation expenses or the reasonableness of attorneys' fees shall be resolved by the court upon motion or by way of a special proceeding.

(d) Where the employee delivers process and a written request for a defense to the public entity under subdivision five of this section, the public entity shall take the necessary steps on behalf of the employee to avoid entry of a default judgment pending resolution of any question pertaining to the obligation to provide for a defense.

4. (a) The public entity shall indemnify and save harmless its employees in the amount of any judgment obtained against such employees in a state or federal court, or in the amount of any settlement of a claim, provided that the act or omission from which such judgment or claim arose occurred while the employee was acting within the scope of his public employment or duties; provided further that in the case of a settlement the duty to indemnify and save harmless shall be conditioned upon the approval of the amount of settlement by the governing body of the public entity.

(b) Except as otherwise provided by law, the duty to indemnify and save harmless prescribed by this subdivision shall not arise where the injury or damage resulted from intentional wrongdoing or recklessness on the part of the employee.

(c) Nothing in this subdivision shall authorize a public entity to indemnify or save harmless an employee with respect to punitive or exemplary damages, fines or penalties, or money recovered from an employee pursuant to section fifty-one of the general municipal law; provided, however, that the public entity shall indemnify and save harmless its employees in the amount of any costs, attorneys' fees, damages, fines or penalties which may be imposed by reason of an adjudication that an employee, acting within the scope of his public employment or duties, has, without willfulness or intent on his part, violated a prior order, judgment, consent decree or stipulation of settlement entered in any court of this state or of the United States.

(d) Upon entry of a final judgment against the employee, or upon the settlement of the claim, the employee shall serve a copy of such judgment or settlement, personally or by certified or registered mail within thirty days of the date of entry or settlement, upon the chief administrative officer of the public entity; and if not inconsistent with the provisions of this section, the amount of such judgment or settlement shall be paid by the public entity.

5. The duty to defend or indemnify and save harmless prescribed by this section shall be conditioned upon: (i) delivery by the employee to the chief legal officer of the public entity or to its chief administrative officer of a written request to provide for his defense together with the original or a copy of any summons, complaint, process, notice, demand or pleading within ten days after he is served with such document, and (ii) the full cooperation of the employee in the defense

of such action or proceeding and in defense of any action or proceeding against the public entity based upon the same act or omission, and in the prosecution of any appeal.

6. The benefits of this section shall inure only to employees as defined herein and shall not enlarge or diminish the rights of any other party nor shall any provision of this section be construed to affect, alter or repeal any provision of the workers' compensation law.

7. This section shall not in any way affect the obligation of any claimant to give notice to the public entity under section ten of the court of claims act, section fifty-e of the general municipal law, or any other provision of law.

8. Any public entity is hereby authorized and empowered to purchase insurance from any insurance company created by or under the laws of this state, or authorized by law to transact business in this state, against any liability imposed by the provisions of this section, or to act as a self-insurer with respect thereto.

9. All payments made under the terms of this section, whether for insurance or otherwise, shall be deemed to be for a public purpose and shall be audited and paid in the same manner as other public charges.

10. The provisions of this section shall not be construed to impair, alter, limit or modify the rights and obligations of any insurer under any policy of insurance.

11. Except as otherwise specifically provided in this section, the provisions of this section shall not be construed in any way to impair, alter, limit, modify, abrogate or restrict any immunity to liability available to or conferred upon any unit, entity, officer or employee of any public entity by, in accordance with, or by reason of, any other provision of state or federal statutory or common law.

12. Except as otherwise provided in this section, benefits accorded to employees under this section shall be in lieu of and take the place of defense or indemnification protections accorded the same employees by another enactment; unless the governing body of the public entity shall have provided that these benefits shall supplement, and be available in addition to, defense or indemnification protection conferred by another enactment.

13. The provisions of this section shall also be applicable to any public library supported in whole or in part by a public entity whose governing body has determined by adoption of a local law, ordinance, by-law, resolution, rule or regulation to confer the benefits of this section upon the employees of such public library and to be held liable for the costs incurred under these provisions.

14. If any provision of this section or the application thereof to any person or circumstance be held unconstitutional or invalid in whole or in part by any court, such holding of unconstitutionality or invalidity shall in no way affect or impair any other provision of this section or the application of any such provision to any other person or circumstance.