

DRAFT
(January 9, 2006)



EMPLOYEE HANDBOOK

THE TOWN OF WOODSTOCK
ULSTER COUNTY, NEW YORK

January 2006

TOWN OF WOODSTOCK

Incorporated 1787

**Municipal Offices
45 Comeau Drive
Woodstock NY 12498**

Phone: 845-679-2113

Fax: 845-679-7915

E-mail: info@woodstockny.org

Website: www.woodstockny.org



Colony of the Arts

This Employee Handbook was first adopted by the Town Board on November 30, 1999 and was amended on May 22, 2001; June 1, 2003; December 30, 2003; and January __, 2006.

Copyright © 2006 *AMTEK Management Services Corp., E. Syracuse, New York.*

This employee handbook is copyrighted material and is intended only for the internal use of the Town of Woodstock. The Town of Woodstock may copy this employee handbook for distribution to its employees. The contents of this employee handbook may not be copied or reproduced in any form or by any means for any other individual or organization without the prior written permission of *AMTEK Management Services Corp.*

Town of Woodstock Employee Handbook

Table of Contents

100	INTRODUCTION	1
101	Welcome Message	1
102	Our Heritage	1
103	Definitions	2
104	Purpose of this Employee Handbook	4
105	Changes or Modifications	5
200	MANAGEMENT RIGHTS	1
201	Management Rights Clause	1
300	EMPLOYMENT MATTERS	1
301	Oath of Office	1
302	Procedure for Filling Vacancies	1
303	Residency Requirement	2
304	Seniority	3
305	Probationary Period	4
306	Personnel File	5
307	Driver's License	6
308	Separation from Employment	7
400	EMPLOYEE CONDUCT AND CORRECTIVE ACTION	1
401	Corrective Action and Discipline (replaces 1219)	1
402	Rules of Conduct (replaces 1220)	2
403	Code of Ethics (was 1221)	4
404	Civil Service Law Section 75 (new section)	6

500	OPERATIONAL POLICIES	1
501	Departmental Hours	1
502	Meal and Rest Periods (wholly replaces 504)	2
503	Emergency Closings (wholly replaces the current 503)	3
504	Attendance Records (was 505)	4
600	ABSENCE POLICIES	1
601	Notification of Absence (updates current 601 & 602)	1
602	Bereavement Leave (updates current 909)	2
603	Military Leave	3
604	Jury Duty Leave (updates current 604)	3
605	Family and Medical Leave Policy (updates current 605)	4
606	Unpaid Leave / Extended Leave (updates current 911)	10
700	COMPENSATION	1
701	Wages (updates current 901)	1
702	Out-of-Title Pay (updates current 902)	1
703	Overtime Pay and Compensatory Time (updates current 703)	2
704	Call-In Pay (replaces that part of 703)	3
705	Pay Period and Paycheck Distribution (was 701)	4
706	Payroll Deductions (was 702)	4
707	Uniforms (updates current 705)	4
708	Safety Glasses (was 706)	5
800	PERFORMANCE EVALUATION	1
801	Purpose and Criteria	1
802	Procedure	1
900	EMPLOYEE BENEFITS	1
901	Disclosure of Insurance Benefits (new section)	1

902	Medical Insurance (replaces current 903)	2
903	Medical Insurance Buy-out	3
904	Section 125 Plan	4
905	Continuation of Insurance Benefits – COBRA (updates current 910))	5
906	Medical Insurance for Retirees	7
907	Holidays (updates current 904)	9
908	Vacation Leave (updates current 905)	11
909	Sick Leave (updates current 906)	13
910	Town of Woodstock Employees’ Sick Leave Bank (was 907)	16
911	Personal Leave (updates current 908)	17
912	Short-Term Disability Benefits (updates current 918)	18
913	Workers' Compensation Benefits (updates current 912)	19
914	Education Assistance (new section)	20
915	The New York State Employees’ Retirement System (updates current 915)	21
916	Police and Fire Retirement System (updates current 916)	22
917	Social Security (updates current 914)	22
918	Unemployment Benefits (updates current 913)	22
1000	SAFETY	1
1001	Workplace Safety	1
1002	Hazard Communication Program	2
1100	THE CIVIL SERVICE SYSTEM	1
1101	The Unclassified and Classified Services	1
1102	Civil Service Appointments	2
1103	Examinations and Promotions	2
1104	Veteran's Credits	2
1200	TOWN POLICIES AND PROCEDURES	1
1201	The Americans with Disabilities Act (updates current 1201)	1

1202	Equal Employment Opportunity (updates current 1202)	2
1203	Fair Treatment (updates current 1203)	2
1204	Sexual Harassment (updates current 1204)	3
1205	Complaint Procedure and Investigations (new section)	5
1206	Drug-Free Workplace (updates current 1205)	6
1207	Controlled Substance and Alcohol Testing (was 1206)	8
1208	Smoking (was 1207)	8
1209	Telephone / Cell Phone Usage (updates current 1208)	9
1210	Computer Systems and Internet/On-Line Service (was 1218)	10
1211	Supplies, Tools and Equipment, and Fuel Usage (was 1209)	12
1212	Vehicle Usage Policy (updates current 1210)	13
1213	Personal Appearance (was 1211)	15
1214	Personal Property (updates current 1212)	15
1215	Maintenance of Work Area (was 1213)	15
1216	Unauthorized Work (updates current 1214)	16
1217	Outside Employment (updates current 1215)	16
1218	Solicitations/Distributions (updates current 1216)	17
1219	Confidentiality (updates current 1217)	17
1220	Expense Reimbursement (updates current 704)	17
1221	Purchasing (new section)	18
1222	Visitors (new section)	18
1300	COMMUNICATION PROCEDURES	1
1301	Bulletin Board (new section)	1
1302	Adverse Correspondence (new section)	1
1303	Public Relations (new section)	1
1400	DISPUTE RESOLUTION	1
1401	Dispute Resolution Procedure (replaces 1222)	1

100 INTRODUCTION

101 Welcome Message

Congratulations on your appointment to a position with the Town of Woodstock. As a member of the team, you assume an extremely important role: that of serving the people of the Town of Woodstock. The Town's government organization provides professionally managed, cost-effective services conforming to the highest standards of quality.

This *Employee Handbook* is designed to familiarize you with your employment with the Town. Please keep in mind that it is only an overview of Town policies and procedures, employee benefits, and the Civil Service System. Specific questions concerning these matters should be addressed to ~~your department head~~ the Town Supervisor's Office.

We hope that you will find service with the Town of Woodstock rewarding, and we look forward to working with you in achieving the goal of serving Woodstock's citizens in a professional manner.

102 Our Heritage

Woodstock was settled largely by Dutch and German Palatines shortly before the Revolution. In 1787 Woodstock was officially incorporated as a town.

Many sawmills were established along fast moving streams, and some remain. In 1812 a glass factory was established in Shady, which lasted until 1854. Tanning and bluestone quarrying became industries in the 1840's, continuing until the 1870's.

In 1903 Ralph Radcliffe Whitehead and his wife Jane Byrd McCall established the Byrdcliffe Arts And Crafts Colony. Not long after that the Art Students League installed a summer school in Woodstock. In 1938 the National Youth Administration (NYA) built the handsome stone structure which is now home to the Woodstock School of Art.

Music, dance and theater have been an important part of Woodstock's heritage, inspired by the creation of the arts colony. Interestingly enough, none of the famous Woodstock Festivals took place in the Town of Woodstock.

Submitted by Edgar C. Leaycraft
Town Historian, Retired 2001

103 Definitions

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

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

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

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

- Town Supervisor
- Town Board Members
- Superintendent of Highways
- Town Clerk
- Town Justices

Town Supervisor - For purposes of this Employee Handbook, "Town Supervisor" will mean the Town Supervisor of the Town of Woodstock.

Department Head - For purposes of this Employee Handbook, "Department Head" will mean the person in charge of any department, agency, bureau, unit, or subdivision of the Town of Woodstock (e.g. Superintendent of Highways, Town Clerk, Town Justices, and, for most other employees, Town Supervisor).

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

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

Full-Time Employee - For purposes of this Employee Handbook, the term "full-time employee" will mean an employee who is regularly scheduled to work a minimum of thirty hours per week throughout the year. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the definition of full-time employee.*

Part-Time Employee - For purposes of this Employee Handbook, the term “part-time employee” will mean an employee who is regularly scheduled to work less than thirty hours per week throughout the year. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the definition of part-time employee.*

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

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

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

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

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

Civil Service Law – For purposes of this Employee Handbook, “Civil Service Law” shall mean the New York State Civil Service Law and shall include the rules and regulations of the Ulster County Civil Service.

104 Purpose of this Employee Handbook

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

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

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

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

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

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

105 Changes or Modifications

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

Governmental Actions. The contents of this *Employee Handbook* are presented as a matter of information only and are subject to change by any of the following: Town Board resolution, changes in town or departmental rules, or changes in federal, state or local legislation, rules, or regulations.

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

200 MANAGEMENT RIGHTS

201 Management Rights Clause

The rights and responsibilities to operate and manage the business and affairs of the Town of Woodstock are vested exclusively in the Town, and the Town not exercising any of these rights shall not be construed as a waiver of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise, the right to:

- hire, assign, promote, transfer, lay off, evaluate, and discipline employees for just cause;
- select, test, train and determine the ability and qualifications of employees;
- determine, control and change work practices and schedules, work and shift assignments, hours of work, the size, composition and organization of the workforce, and job classifications, descriptions, content and standards;
- implement and comply with regulations and requirements issued by any government agency;
- make, modify and enforce reasonable rules of employee conduct and safety;
- determine, control and change the quality and nature of products, materials and services;
- introduce new or improved methods, equipment, techniques and processes;
- contract and subcontract for materials, services, supplies and equipment; and
- exercise all other rights pertaining to the operation and management of the business and affairs of the Town of Woodstock unless expressly provided otherwise in any collective bargaining agreement or this *Employee Handbook*.

300 EMPLOYMENT MATTERS

301 Oath of Office

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

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

302 Procedure for Filling Vacancies

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

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

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

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

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

Appointment to Vacancies - Unless otherwise specified in New York State Public Officers Law and/or New York State Town Law, the Town Board will have the authority to hire individuals to fill vacancies as they occur. It is the policy of the Town to hire the best available person. ~~Recommendations from department heads and supervisors will be sought and considered before appointments are approved by the Town Board.~~ *Employees who are members of a collective bargaining unit should refer to the collective bargaining agreement in reference to the appointment to vacancies.*

303 Residency Requirement

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

304 Seniority

Service Seniority - Seniority shall be determined by the employee's length of continuous service with the Town.

Computation of Seniority - For the purpose of calculating the length of service of a regular full-time employee, one year shall be credited for each year of service beginning on the employee's initial date of hire as a regular full-time employee. For the purpose of calculating length of service of a regular part-time employee, one year of service will be credited for every 2080 hours of paid work and paid leave. In the event a regular part-time employee is appointed to a position as a regular full-time employee, the seniority accrued as a part-time employee will be added to the seniority as a full-time employee.

Same Length of Service - In the event two or more employees have the same length of service, the employee with the earliest day of hire shall have greater seniority. In the event two or more employees have the same date of hire, such employees shall have their individual seniority determined by lot.

Leave of Absence - An employee shall not accrue seniority while the employee is on an approved unpaid leave of absence in excess of thirty calendar days for a non-medical leave or twelve weeks for a medical or family leave or while the employee is in layoff status. Such leave shall not be considered as a break in continuous service; however, the employee's anniversary date shall be extended for a period equivalent to the time of such leave.

Bridging of Service - An employee who leaves the employment of the Town of Woodstock and returns after one year or more shall be deemed to be a new employee. However, such employee will regain previous years' seniority after completion of five years of continuous service, at which time the employee's time will be "bridged".

Workers' Compensation - An employee who is on Workers' Compensation and is not on the payroll shall continue to accrue seniority as if the employee was in regular pay status. Such leave shall not be considered as a break in continuous service and the employee's anniversary date shall not be adjusted.

305 Probationary Period

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

Length of Probationary Period (Competitive Class) - Except as otherwise provided in the rules of the Ulster County Civil Service, an employee appointed from an open-competitive list must serve a probationary period of not less than eight weeks nor more than twenty-six weeks. The length of the probationary period may be extended in accordance with the rules of the Ulster County Civil Service. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the length of the probationary period.*

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

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

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

306 Personnel File

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

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

Location of Files - All original personnel records for current employees will be kept in the Town Supervisor's office and will be maintained and controlled by the Town Supervisor.

Employee Medical Records and Drug and Alcohol Testing Records. All employee medical records shall be kept in a separate locked file apart from the employee's personnel file. Drug and alcohol testing records are also stored in a separate file. For security purposes, these files are locked at all times.

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

Employee Access - Access to personnel files is limited. An employee who wants to view the employee's own personnel records must make an appointment with the Town Supervisor's office. An authorized official must be present when the employee reviews the file. An employee may not copy, remove, or place any material in the employee's personnel file without the approval of the Town Supervisor. ~~Copies of records contained in these files will not be released without the written consent of the employee unless federal, state or local laws or court orders require otherwise.~~ *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of access to personnel files.*

Change in Status. Employees are responsible for keeping the information in their personnel files up to date. Change of name, address, telephone number, personal status, number and age of dependents, beneficiary designations, and individuals to notify in case of emergency are very important for insurance, retirement and tax purposes, and must be reported immediately. Employees must notify the Town Supervisor's office when changes occur in any of these or other pertinent matters.

307 Driver's License

Requirement to Possess a Driver's License - An employee who is required to drive either a Town-owned vehicle or the employee's own personal vehicle to conduct business on behalf of the Town, must possess a valid New York State driver's license at the time of appointment and must maintain a valid license throughout employment. Proof of such license must be on file with the Town.

The driving records of applicants and employees who apply for positions that involve driving as a part of job duties are checked following a conditional offer of employment. Thereafter, the Town conducts motor vehicle record checks on a regular basis in accordance with the requirements of the Fair Credit Reporting Act (FCRA).

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

Suspension of Driving Privileges - An employee's driving privileges may be suspended for receiving an excessive number of traffic citations, regardless of whether the citations were received while driving on Town business. If an employee's driving privilege is suspended and the employee's position requires regular use of a vehicle, the employee may be reassigned to another comparable position, if available, or terminated for inability to perform the duties of the job.

Requirement to Possess a Commercial Driver's License - An employee who operates a vehicle that requires a Commercial Driver's License (CDL) must maintain such license throughout employment. In accordance with the federal Commercial Motor Vehicle Safety Act, an employee who is required to possess a Commercial Driver's License must notify the appropriate Department Head within thirty calendar days of a conviction of any traffic violation (except parking) no matter where or what type of vehicle the employee was driving.

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

308 Separation from Employment

Notice of Resignation (Employees) - An employee who intends to resign from employment must submit a written resignation to the employee's Department Head at least fourteen calendar days before the date of resignation is to be effective. All resignations shall be filed in the Town Clerk's Office.

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

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

Exit Interviews - Exit interviews are normally conducted by the Town Supervisor, or designee. The exit interview provides an opportunity to discuss a number of items including employee benefits, COBRA eligibility, changing of computer passwords, and return of Town property.

Final Paycheck – An employee will receive the final paycheck on the next regularly scheduled payday. The final paycheck will include payment for accumulated vacation benefits, if applicable.

400 EMPLOYEE CONDUCT AND CORRECTIVE ACTION

401 Corrective Action and Discipline (replaces 1219)

Policy Statement – It is the policy of the Town of Woodstock that certain rules and regulations regarding employee behavior are necessary for the benefit and safety of all employees, the efficient operation of the Town, and the delivery of services to residents of the Town. Corrective action is necessary when an employee has demonstrated performance deficiencies, or has violated a policy, rule, regulation, or procedure. Corrective action may include counseling or initiating formal disciplinary action against an employee.

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

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

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

Procedures – Employees covered by **Civil Service Law Section 75** shall be disciplined in accordance with the procedures contained therein. (Refer to Section 404 of this Employee Handbook). *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the disciplinary procedure, wherein the negotiated procedure is the only method of resolving challenges to disciplinary action and wholly replaces the provisions set forth in Section 75 and Section 76 of New York State Civil Service Law.*

402 Rules of Conduct (replaces 1220)

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

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

- Harassing (including sexual harassment), intimidating, coercing, threatening, assaulting, or creating a hostile environment against another employee, Elected Official, resident of the Town, supplier, visitor, or any other person, whether on or off Town premises.
- Possession of weapons, including but not limited to knives, firearms, and explosives, on Town property or in Town vehicles.
- Possession, use, or being under the influence of alcohol or controlled substances during hours of work or while on Town property or in Town vehicles.
- Willful or deliberate abuse, destruction, defacement, or misuse of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Theft or unauthorized possession, use, or removal of Town property or the property of another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Falsification or alteration of any records or reports including but not limited to employment applications, time records, work records, medical reports, absence reports, work-related injury reports, and claims for benefits provided by the Town.
- Preparation or manipulation of another employee's time record.
- Acts of sabotage, including the work of another employee.

- Making false statements about another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Gross insubordination or willful refusal to comply with the lawful order or instruction of a Department Head or supervisor.
- Violation and/or disregard of safety rules or safety practices in such a way that jeopardizes the safety of the employee, another employee, Elected Official, resident of the Town, supplier, visitor, or any other person.
- Unauthorized expenditure of Town funds.
- Illegal gambling while on duty.

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

- Willful violation of Town's rules, policies, and procedures.
- Willful refusal to comply with the lawful order or instruction of a Department Head or supervisor.
- Willful work slow down, work stoppage, or interfering with or restricting the performance of another employee or in any other way interfering with Town operations.
- Sleeping on the job.
- Personal activity during paid work time without the expressed permission of the appropriate supervisor.
- Disruptive, loud, and boisterous behavior or horseplay in the workplace.
- Abusive language in the workplace, including racial slurs and epithets.
- Posting, removing, or defacing of notices, signs, or other written material without prior approval.

403 Code of Ethics (was 1221)

Policy Statement - Pursuant to the provisions of Section 806 of the New York State General Municipal Law, the Town Board recognizes that there are rules of ethical conduct for elected officials and employees which must be observed so as to maintain a high degree of moral conduct and public confidence. Therefore, the Town Board has adopted rules of ethical conduct. These rules are in addition to Article 18 of the General Municipal Law and any other law pertaining to ethical conduct or interest in contracts.

Definitions - As used in Local Law No. 1 of the year 2000, the Ethics and Disclosure Law of the Town of Woodstock, and for the purposes of this *Employee Handbook*, the following terms shall have the meanings indicated:

- **Officer or Employee** - Any officer or employee of the Town of Woodstock, whether paid or unpaid, including members of any administrative board, commission or other agency thereof. No person shall be deemed to be a municipal officer or employee solely by reason of being a volunteer firefighter.
- **Interest** - A pecuniary or material benefit accruing to a municipal officer or employee, unless the context otherwise requires.

Standards of Conduct - Every officer or employee of the Town of Woodstock shall be subject to, and abide by, the following standards of conduct:

- **Gifts** - An officer or employee shall not directly or indirectly solicit any gift or accept or receive any gift having a value of \$25 or more, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise or any other form, under circumstances in which it could reasonably be inferred that such gift was intended to influence the officer or employee, or could reasonably be expected to influence the officer or employee in the performance of official duties, or was intended as a reward for any official action on the part of the officer or employee.
- **Confidential information** - An officer or employee shall not disclose confidential information acquired in the course of official duties or use such information to further personal interest.
- **Representation before one's own agency** - An officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any Town of Woodstock agency of which the officer or employee is an officer, member or employee, or of any Town of Woodstock agency over which the officer or employee has jurisdiction or to which the officer or employee has the power to appoint any member, officer or employee.
- **Representation before any agency for a contingent fee** - An officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before any agency of the Town, whereby the officer's or employee's compensation is to be dependent or contingent upon any action by such agency with respect to such matter, provided that this subsection shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.

- **Disclosure of interest in legislation** - To the extent that an officer or employee knows thereof, the member of a governing body and any officer or employee of the Town of Woodstock, whether paid or unpaid, who participates in the discussion or gives official opinion to the governing body on any legislation before it shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest the officer or employee has in such legislation.
- **Investments which conflict with official duties** - An officer or employee shall not invest or hold any investment, directly or indirectly, in any financial, business, commercial, or other private transaction which creates a conflict with the officer's or employee's official duties.
- **Private employment** - An officer or employee shall not engage in, solicit, negotiate for, or promise to accept private employment, or render services for private interests, when such employment or service creates a conflict with or impairs the proper discharge of the officer's or employee's official duties.
- **Future employment** - An officer or employee shall not, after the termination of service or employment with the Town, appear before any board or agency of the Town in relation to any case, proceeding or application in which the officer or employee personally participated during the period of service or employment or which was under the officer's or employee's active consideration.

Penalties for offenses - In addition to any penalty contained in any other provision of law, any officer or employee who knowingly violates any of the provisions of this Code of Ethics may be fined, suspended or removed from office or employment, as the case may be, in the manner provided by law.

404 Civil Service Law Section 75 (new section)

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

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

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

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

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

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

Right to Representation – The employee may have representation by counsel or by a representative of a recognized or certified employee organization at the hearing and may summon witnesses on the employee's behalf.

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

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

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

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

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

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

500 OPERATIONAL POLICIES

501 Departmental Hours

Work Day and Work Week - The particular schedule and number of hours worked by employees in each department may vary depending upon the particular needs and requirements of the department. These hours shall be recommended by the Department Head and approved by the Town Supervisor and/or the Town Board, except where otherwise prohibited by applicable State or Town Law. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of hours of work.*

Flex Time - Flex-time is governed by the mutual needs and consent of the Department Head and the employee. Flex-time generally consists of “core-time,” during which the department is open and available to the public, and “flex-time,” when the hours of starting and finishing work may be requested by the employee and approved by the Town Supervisor. Department Heads must notify the Town Supervisor in writing when flex-time schedules are instituted in their department.

502 Meal and Rest Periods (wholly replaces 504)

Meal Periods (administrative/clerical) - An employee in an administrative/clerical position who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed sixty minutes. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject meal periods.*

Meal Periods (labor intensive) - An employee in a labor intensive position who works more than six hours in a given day will receive an unpaid, duty-free meal period not to exceed thirty minutes. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject meal periods.*

Scheduling of Meal Periods – Meal periods must be approved by the Department Head in accordance with the needs and requirements of the department. Meal periods must normally be taken in the middle of the employee’s workday. Unless otherwise directed by the employee’s Department Head, an employee may normally leave the work-site during the meal period.

An employee who works more than six hours in a given day is required to take the scheduled meal period. An employee is not allowed to work through the meal period to make up lost work time or to leave work early. In addition, the meal period may not be taken at the end of an employee’s workday in order to leave work before the normal quitting time.

Rest Breaks (administrative/clerical) - Employees in clerical or administrative positions may take brief, informal breaks to attend to personal needs. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of rest periods.*

Rest Breaks (labor intensive) - Employees in labor-intensive positions will normally receive a paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of the first half of the employee’s workday and again during the middle of the second half of the workday. In the event an employee works beyond the employee’s normal workday, the employee will normally receive an additional paid, duty-free rest period of up to fifteen minutes to be taken approximately in the middle of each four hours of work that is not interrupted by a meal period. An employee who chooses not to take a rest period will not be entitled to leave before the normal quitting time and will not receive extra pay for the time worked. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of rest periods.*

Approval of Rest Periods - Rest periods will be designated by the employee’s Department Head in accordance with the needs and requirements of the department. Unless otherwise directed by the Department Head, all rest periods must be taken at the work-site and may not exceed the time allowed.

503 Emergency Closings (wholly replaces the current 503)

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

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

Notification - In the event the Town Offices open late or remain closed for the day, the Town will attempt to notify employees by way of telephone or a pre-recorded message on its phone system.

Inclement Weather - Employees are expected to report to work and remain at work during inclement weather conditions unless otherwise notified by the Town Supervisor. When Town Offices **have not** officially closed, an employee who does not report to work or requests to arrive at work late or leave work early must obtain prior authorization from the employee's supervisor. Paid vacation or personal leave must be taken, if available, or the time off is without pay. If an FLSA non-covered or exempt employee has no paid leave benefits available, the employee will only be docked if a full workday is taken.

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

- **During Work** - A full-time or part-time employee who is directed by the appropriate Town Supervisor to leave work due to an emergency closing will be paid for the remainder of the employee's normal workday at the employee's regular rate of pay. Such time will not be included as time worked for the purpose of computing overtime.
- **Prior to Reporting to Work** – A full-time or part-time employee who is directed not to report to work due to an emergency closing will be paid for the employee's normal workday at the employee's regular rate of pay. Such time will not be included as time worked for the purpose of computing overtime.

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

504 Attendance Records (was 505)

Policy Statement - In accordance with Town policy, all employees, including department heads and supervisors, but not including elected officials, are required to record time worked on a daily basis. This is done by accurately completing a time sheet.

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

- Start and end times, as well as meal periods, must be recorded.
- All paid and unpaid absences must be recorded.
- All sick, vacation, personal or compensatory time, both accrued or used, must be clearly shown on the time sheet.
- Time sheets must be verified and signed by the appropriate Department Head. A verified copy must be forwarded to the Town Supervisor's office at the end of each pay period for payroll computation.
- Falsifying or altering an employee's own time sheet or the time sheet of another employee, or completing a time sheet for another employee, is strictly prohibited and can lead to disciplinary action.
- Any errors in time sheets should immediately be brought to the attention of the employee's Department Head who will make and initial the correction.
- Unless prior approval has been obtained from the department head, arriving early or leaving late for the employee's own convenience is not to be included in working time.
- In an extenuating circumstance where an employee is unable to complete the employee's own time-sheet, the employee's Department Head is authorized to complete the time sheet on behalf of the employee.

600 ABSENCE POLICIES

601 Notification of Absence (updates current 601 & 602)

Notification of Tardiness - An employee must be ready and able to work at the time the employee is scheduled to begin work. In the event such employee is unable to report to work at the scheduled time, the employee must notify the employee's Department Head, or designee, as soon as possible before the employee's scheduled starting time.

Notification - In the event an employee is unable to report to work, the employee must notify the employee's Department Head each day of the absence and state the reason for the absence.

Notification of Sick Leave - In the event an employee must take sick leave, the employee must notify the employee's Department Head as soon as possible before the employee's scheduled reporting time. The notification must be made personally to the Department Head unless the Department Head authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures, unless medically unable, will render the employee ineligible to use sick leave credits for the absence.

Early Departure - In the event an employee must leave work during the workday, the employee must notify and receive approval from the employee's Department Head, or designee, prior to leaving.

602 Bereavement Leave (updates current 909)

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

Immediate Family - In the event of a death of an employee's immediate family member, the employee may take a paid leave of absence for up to five consecutive scheduled workdays immediately following the death. Such leave will not be subtracted from any of the employee's leave credits. For purposes of bereavement leave, "immediate family member" will mean the following:

- Spouse or Domestic Partner
- Parent or Legal Guardian
- Child (including step & foster)

Extended Family - In the event of a death of an employee's extended family member, the employee may take a paid leave of absence for up to two consecutive scheduled workdays immediately following the death plus one day to attend the funeral. For purposes of bereavement leave, "extended family member" will mean the following:

- Sibling (including step)
- Grandchild
- Grandparent
- Spouse's Parent
- Step Parent
- Child's Spouse
- Person in Household (51% financial support)

Funeral Leave - In the event of a death of a regular full-time employee's family member listed below, the employee may take an **unpaid** leave of absence for one day from the employee's regularly scheduled work to attend the funeral.

- Spouse's Grandparent
- Sibling's spouse

Extended Bereavement Leave - An employee may use accumulated vacation leave credits and/or personal leave credits to extend bereavement leave. The Department head will have total discretion in the approval of an employee's extended bereavement leave.

603 Military Leave

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

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

604 Jury Duty Leave (updates current 604)

Leave of Absence - In the event an employee is required to perform jury duty on a day the employee is scheduled to work, the employee will receive a paid leave of absence. In the event an employee is scheduled to work the "night shift" (e.g. midnight to 8:00 a.m.), the employee will receive a paid leave of absence for the shift immediately proceeding jury duty. In either case, such leave will not be subtracted from any of the employee's leave credits. The employee is obligated to notify the Commissioner of Jurors that the Town is paying the employee for lost time worked during jury duty. An employee can collect and keep any mileage expense reimbursement that may be issued by the court system for performing jury duty.

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

Return to Duty - In the event the employee is released from jury duty on a given day and there are two or more hours remaining in the employee's scheduled workday, the employee must report to work. The employee will be allotted time to return home and prepare for work. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of returning to duty following jury duty.*

605 Family and Medical Leave Policy (updates current 605)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- **Accrual of Paid Leave Credits** – An employee will continue to accrue vacation and sick leave and receive holiday pay during the portion of the leave that is paid. Paid leave is defined as leave during which the employee continues to use accumulated paid vacation and sick leave. After all such paid leave is exhausted, the remaining leave of absence is unpaid. An employee will not earn paid vacation or sick leave or receive holiday pay for any holidays that may occur during an unpaid leave of absence.

- **Medical Insurance** – During the period of authorized FMLA designated leave, up to a maximum of twelve weeks, an employee's eligibility status for medical insurance coverage will not change. (In the event the employee has accumulated paid leave credits that extend beyond the twelve-week period, the employee should refer to Sections **814** – Short Term Disability and **815** – Workers Compensation regarding additional medical insurance coverage provisions.) All employee contributions (if any) must be paid on a timely basis in order to maintain the continuous coverage of benefits. Contributions will be at the same level as if the employee was working. Coverage will cease if payments are not made within a thirty-calendar day grace period of the due date. Premium payments or policy coverage are subject to change. In the event the employee fails to return to work after the authorized leave of absence period has expired, provisions of COBRA will apply. In addition, the Town may recover the premium that it paid for maintaining the coverage during any period of the unpaid leave except for the following circumstances:
 - * The continuation, recurrence, or onset of a serious health condition of the employee or the employee's eligible family member with proper medical certification; or,
 - * Circumstances beyond the employee's control, such as: parent chooses to stay home with a newborn child who has a serious health condition; employee's spouse is unexpectedly transferred to a job location more than 75 miles from the employee's work-site; the employee is laid off while on leave.

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

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

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

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

606 Unpaid Leave / Extended Leave (updates current 911)

General Terms - Absences taken beyond an employee's leave accruals shall be considered unauthorized unless prior written approval has been given from the Town Board. Subject to the approval of the Town Board, unpaid leaves of absence, other than under the federal Family and Medical Leave Act of 1993 (FMLA), shall be available to an employee for personal reasons including, but not limited to, family responsibilities and education. The Town Board shall have sole discretion in setting the terms and conditions of the leave of absence. In accordance with the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), an employee shall continue to be eligible for medical insurance coverage provided that the employee makes full premium payments. Disability benefits and accruals for leave benefits shall be suspended.

Return from Leave - Failure to return from a leave of absence at the scheduled expiration date will be considered a voluntary resignation of employment. If the employee's previous job is not available upon the employee's return, the employee will be given the first position open in an equal or lower grade, provided the employee is qualified to perform the job duties.

Change in Status - If the reason for the unpaid leave of absence changes, the employee must reapply or return to work.

700 COMPENSATION

701 Wages (updates current 901)

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

Rate of Pay - An employee's rate of pay will be established by the Town Board.

Service Differentials - An employee who has completed at least fifteen years of continuous service will be paid a differential that is two percent above the employee's base wage rate until the employee has completed twenty years of continuous service.

An employee who has completed at least twenty years of continuous service will be paid a differential that is two and one-half percent above the employee's base wage until the employee has completed twenty-five years of continuous service.

An employee who has completed at least twenty-five years of continuous service will be paid a differential that is three percent above the employee's base wage until the employee has completed thirty years of continuous service.

An employee who has completed at least thirty years of continuous service will be paid a differential that is three and one-half percent above the employee's base wage until the employee leaves employment.

This service differential will be included in the computation of overtime.

702 Out-of-Title Pay (updates current 902)

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

Temporary Assignments - A Department Head may require an employee to temporarily work out-of-title. An employee must receive prior approval from the employee's Department Head before working in a higher graded title.

Compensation - In the event an employee is temporarily assigned for at least a full shift to assume the major responsibilities of a department head, the employee will receive a differential equal to fifteen percent of the employee's current rate of pay for the duration of the assignment. Deputies who receive a stipend for such duties are not eligible for this provision.

703 Overtime Pay and Compensatory Time (updates current 703)

Policy Statement - A FLSA non-covered or exempt employee may regularly be required to work beyond the employee's scheduled work hours and does not need prior supervisory approval. It is the Town's policy to request and/or authorize overtime for FLSA non-exempt employees only when absolutely necessary. All overtime, either as paid time or compensatory time, must be pre-approved by the Town Supervisor.

Required Overtime - Employees may be expected to work additional hours, as needed, to maintain optimal business operations. An employee's failure to work overtime hours that have been requested by the employee's Department Head, or designee, may result in disciplinary action.

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

FLSA Non-Exempt Employees – In accordance with the Fair Labor Standards Act, an FLSA non-exempt employee will be paid one and one-half times the employee's regular hourly rate of pay for all authorized time worked over forty hours in a given workweek. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of premium pay for working beyond the regular workday or regular workweek.*

Credit for Paid Leave – Personal leave, vacation leave, sick leave and holidays will be included as time worked in the computation of overtime. Bereavement leave, jury duty leave, and all military leave will not be included as time worked in the computation of overtime. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of paid leave in the computation of overtime pay.*

Compensatory Time (Under Forty Hours) - An employee will have the option of receiving compensatory time in lieu of pay for hours worked over the employee's regular workweek but under forty hours. In the event the employee chooses to receive compensatory time, the employee will be credited with the equivalent of one hour of compensatory leave credits for all authorized time worked over the employee's regular workweek, but under forty hours, in that workweek. The employee must receive prior approval from the employee's department head to take or to earn compensatory leave, after pre-approval by the Town Supervisor. *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Compensatory Time provisions set forth above and should refer to the collective bargaining agreement on the subject of compensatory time.*

Compensatory Time (Over Forty Hours) - An employee will have the option of receiving compensatory time in lieu of paid overtime. In the event the employee chooses to receive compensatory time, the employee will be credited with the equivalent of one and one-half hours of compensatory leave credits for all authorized time worked over forty hours in a given workweek. The employee must receive prior approval from the employee's department head to take or to earn compensatory leave, after pre-approval by the Town Supervisor. *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Compensatory Time provisions set forth above and should refer to the collective bargaining agreement on the subject of compensatory time.*

Maximum Accumulation of Compensatory Time - An employee who is eligible for compensatory time may accumulate up to forty hours in compensatory leave credits. In the event an employee accrues more than forty hours of compensatory leave credits, the employee must either use the excess compensatory leave credits within the pay period in which it is earned or take paid overtime. An employee must use all compensatory leave credits within the calendar year in which it is earned or receive payment at the end of the calendar year at the employee's then current rate of pay. *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Compensatory Time provisions set forth above and should refer to the collective bargaining agreement on the subject of maximum accumulation of compensatory time.*

Termination from Employment - An employee who resigns, retires, is laid off, or leaves employment due to disciplinary action, will receive payment for unused compensatory credits to which the employee is properly entitled at the employee's then current rate of pay. In the event of an employee's death, the employee's estate shall receive the payment for unused compensatory credits.

704 Call-In Pay (replaces that part of 703)

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

Compensation - In the event an FLSA non-exempt employee is called in to work for emergency duty which is in addition to, and does not attach to, the employee's regular working hours, the employee shall be guaranteed at least three hours of work. In the event the employee does not work for the full three hours, the employee will be compensated for the remaining time at one and one-half times the employee's regular rate of pay. The Department Head shall submit to the Town Supervisor the reason for calling in the employee, the responsibility attended to, and the actual time spent. The pay for an employee who is called out will begin when the employee receives the call, but in no event will the employee be paid for more than thirty minutes.

705 Pay Period and Paycheck Distribution (was 701)

Payroll Period - All employees are paid on a bi-weekly basis. The payroll period will begin on Saturday at 12:01 a.m. and end fourteen calendar days later on Friday at 12:00 midnight.

Pay Date - Paychecks will be issued on the Friday following the end of the payroll period. In the event the pay date is a designated holiday, paychecks will be distributed on the last workday before the holiday.

Authorized Paycheck Release - Authorized paycheck release to a person other than the employee must be agreed to in advance between the employee and the Town Supervisor's office.

706 Payroll Deductions (was 702)

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

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

707 Uniforms (updates current 705)

Work Clothes - An employee in a labor intensive position will receive a uniform replacement allowance of six hundred and twenty-five dollars per year. Four hundred and fifty dollars is allowed per year for uniforms and one hundred and seventy-five for boots. An employee may opt for boot allowance only, and receive uniforms from the Town. If receiving the boot allowance, a one hundred and seventy-five dollar check will be issued, separate from normal payroll check and will be issued with the first payroll check in January. If receiving full clothing allowance, a check for two hundred and twenty-five dollars will be issued in the first payroll periods in January and in July separate from normal payroll check. Members may opt for uniforms through the Town at any six-month interval, or may opt to receive allowances at any six-month interval. If the Town raises the clothing allowance for any other department, the Town will also raise the clothing allowance for this bargaining unit to meet the new allowance.

708 Safety Glasses (was 706)

Chief Mechanic - In the event that the chief mechanic at the Highway Department wears prescription glasses, the Town will provide one pair of prescription safety glasses annually for on-the-job use in compliance with federal Occupational Safety and Health Administration (OSHA) standards. If there is an accident during the calendar year that causes the mechanic to need another pair of prescription safety glasses, it will be at the discretion of the Highway Superintendent to authorize the purchase of another pair mid-year to be reimbursed by the Town. The receipt must be submitted to the Town Supervisor's office in order for the reimbursement to be processed. A welding helmet must always be worn over the safety glasses when welding.

800 PERFORMANCE EVALUATION

801 Purpose and Criteria

Purpose and Criteria - The purpose of the program is to recognize an employee's achievement of established performance standards and goals, identify and correct performance problems, encourage career development and growth, and set goals for the next appraisal period. The performance appraisal will take into consideration the employee's work quality, job knowledge, initiative, attendance, teamwork, conduct, communication skills and such other criteria that properly reflect the employee's performance. An employee's performance appraisal may be considered in assignments, promotion, identifying training needs, disciplinary action, and other employment decisions. *An employee who is a member of a collective bargaining unit should refer to the collective bargaining agreement on the subject of the performance evaluation procedure.*

802 Procedure

Frequency - An employee will be formally evaluated at least once each year on a date determined by the Town Board. Informal evaluations will occur on an as needed basis. The failure to formally evaluate an employee, or group of employees, on an annual basis shall not constitute a waiver of the right to perform such evaluations at any time in the future.

Evaluation Steps – The employee's Department Head, or designee, will complete the performance appraisal form prior to meeting with the employee. Thereafter, the employee's Department Head, or designee, will meet with the employee to review the performance appraisal report.

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

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

Record of Evaluation - An employee's performance appraisal report and written reply, if any, shall be placed in the employee's personnel file.

900 EMPLOYEE BENEFITS

901 Disclosure of Insurance Benefits (new section)

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

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

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

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

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

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

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

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

902 Medical Insurance (replaces current 903)

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

Coverage - The Town makes available medical insurance, including a prescription drug plan, to each full-time employee, each Elected Official, and each part-time employee hired before April 1, 1998 who is regularly works at least twenty hours per week. Such individuals may enroll their eligible family members. In no event shall the Town be required or obligated to pay or reimburse any portion of any doctor's bill, hospital bill, prescription bill, x-ray bill, laboratory bill, procedure bill, or any other medical bill or expense that is not covered or reimbursed by the insurance plan.

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

Premium Payment – The Town will pay one hundred percent of the cost of the monthly premium for individual medical insurance coverage or eighty-five percent of the cost of the monthly premium for two-person or family medical insurance coverage, as the case may be. The balance, if any, will be deducted from the employee's (or Elected Official's) regular paycheck. The employee (or Elected Official) may elect to have such deduction made on a pre-tax basis in accordance with Section 125 of the Internal Revenue Code.

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

903 Medical Insurance Buy-out

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

Eligibility – An employee who is eligible for medical insurance coverage made available through the Town may receive a cash buy-out in lieu of receiving medical insurance benefits. An Elected Official is not eligible for the medical insurance buy-out. To be eligible for the medical insurance buy-out, the employee must provide documentation of comparable medical insurance coverage in a manner and form to be determined by the Town and sign an appropriate waiver of medical insurance coverage and waiver of liability to the Town.

In the event an employee is married to another employee of the Town who is eligible for medical insurance, they must enroll in the same plan (two-person or family) and will not be eligible for this buy-out. In such event, the employee premium contribution will be waived and the Town will pay one hundred percent of the cost of the monthly premium.

Amount of Buy-Out - An employee who is eligible for individual coverage will receive an amount equivalent to fifty percent of the Town's annual premium contribution for individual coverage. An employee who is eligible for family coverage will receive an amount equivalent to fifty percent of the Town's annual premium contribution for family coverage. For example, if the Town is contributing 85% of a \$13,000 premium for family coverage, or \$11,050, the amount of the buy-out would be 50% of \$11,050, or \$5,525. The buy-out is subject to applicable taxes.

Method of Payment - Partial payment of the buy-out (1/26th of the annual premium) will be made in the employee's regular biweekly paycheck for each pay period the employee is eligible for the buy-out.

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

904 Section 125 Plan

Summary - The Town will make available a Pre-Tax Contribution Program in accordance with Section 125 of the Internal Revenue Service Code to each full-time employee. Provided the employee meets all eligibility requirements for medical insurance. The Town will pay the administrative costs of the program.

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

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

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

905 Continuation of Insurance Benefits – COBRA (updates current 910))

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

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

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

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

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

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

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

906 Medical Insurance for Retirees

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

Coverage - The Town offers medical insurance and prescription drug coverage to eligible full-time employees after they retire from Town employment and are receiving retirement benefits under the New York State Retirement System. The Superintendent of Highways and the Town Clerk are also eligible for this benefit, but not other Elected Officials. Coverage is also available for the retiree's eligible spouse if the spouse was covered under the Town's medical insurance plan on the retiree's last date of employment with the Town. In the event the retiree predeceases the retiree's eligible spouse, the spouse may continue medical insurance and prescription drug coverage provided the spouse pays the full cost of the premiums. In the event of legal separation or divorce, the retiree's spouse shall not be eligible for coverage except as provided under COBRA.

Eligibility - To be eligible for coverage, the retiree must meet each of these requirements: 1) be at least **fifty-five years of age** and have at least **twenty years** of continuous benefit eligible service with the Town as a full-time employee; and, 2) have applied for and been granted a retirement benefit from the New York State Employees' Retirement System.

Notwithstanding the above, an employee who leaves employment due to disciplinary action is not eligible for medical insurance or prescription drug coverage for retirees.

Bridge Provision - An employee (or eligible Elected Official) with at least twenty years of continuous service with the Town who separates from employment with the Town prior to being granted a retirement benefit from the New York State Employees' Retirement System may continue to participate in the Town's medical insurance and prescription drug plans but the former employee must pay the full premiums until the former employee has applied for and been granted a bona-fide retirement benefit from the New York State Employees' Retirement System. Upon being granted a retirement benefit from the New York State Employees' Retirement System, the Town will pay the premium for medical insurance coverage as described below. To be eligible for this "bridge provision", the employee must have been enrolled in the Town's medical insurance plan and made premium payments without interruption from the date of retirement until the date of receiving benefits from the retirement system.

Plan and Premium Payment - An employee who retires will continue to be eligible for the same medical insurance and prescription drug coverage as is provided to the then current employees, as if the retiree were still actively employed by the Town. The Town will pay the same amount towards the cost of the monthly premium for individual, two-person, or family coverage, as the case may be, as is being paid for then current employees, as if the retiree were still actively employed by the Town.

Notwithstanding the above, the Town Board may, at its discretion, change the medical insurance or prescription drug plan at any time, including, but not limited to, the amount a retiree is required to contribute, co-payments, plan design, and carrier.

If a retiree moves to an area not serviced by the Town's medical insurance provider, the Town of Woodstock will make an equivalent monetary payment towards the cost of the outside provider.

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

The Town will reimburse a retiree and/or the retiree's eligible spouse for the cost of the Medicare Part B premium. Such reimbursement will cease for the retiree's eligible spouse upon the death of the retiree. Reimbursement will also cease for a spouse upon legal separation or divorce. The Town Board may, at its discretion and in accordance with plan documents, modify or eliminate this reimbursement for any retiree or retiree's spouse.

Use of Sick Leave Accruals - At the time of retirement, an employee may elect apply accumulated sick leave credits toward monthly premium payments for retiree medical insurance. The value of the sick leave credits will be set at fifty percent of the employee's rate of pay at the time of retirement.

If the employee is paid for a portion of the total accumulated sick leave credits or if the credits have been used to increase the employee's service credit under 41-j, only the remaining portion will be used for the payment of retiree medical insurance premiums. For example: an employee who has accumulated the equivalent of 240 days of sick leave may elect to receive cash payment for 24 days, apply 165 days to increase service credit at retirement, and then apply the remaining 51 days toward monthly premium payments.

907 Holidays (updates current 904)

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

Designated Holidays - The following holidays shall be observed on the day designated by the Town Board at the organizational meeting in January of each year:

New Years Day	Columbus Day
Martin Luther King Jr.'s Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Holiday Pay Eligibility - Regular full-time employees and regular part-time employees (including temporary and seasonal employees) are eligible for paid holidays upon hire. However, a part-time employee is eligible for paid holidays only if the day the holiday is observed by the Town is a normally scheduled workday.

Holiday Occurs on Days Off - In the event a designated holiday occurs on a day for which a full-time employee (including temporary and seasonal employees) is not scheduled to work, the holiday for such employee will be observed either on the preceding scheduled day of work or on the succeeding day of work, as the case may be. For example, if the holiday occurs on a Saturday, the employee would observe the holiday on the preceding Friday; however, if an employee's workweek does not include Friday, the employee would observe the holiday on the preceding Thursday. Similarly, if the holiday occurs on a Sunday the employee would observe the holiday on the following Monday; however, if an employee's workweek does not include Monday, the employee would observe the holiday on the following Tuesday.

Not Assigned to Work on a Holiday - An employee (including temporary and seasonal employees) who **does not** work on a designated holiday will be paid for the day at the employee's regular daily rate of pay; a part-time employee will not be paid for the day if the day the holiday is observed by the Town is not a normally scheduled workday.

Assigned to Work on a Holiday - A full-time employee or part-time employee (including temporary and seasonal employees) who **does** work on a designated holiday will be paid for all hours worked at one and one-half times the employee's regular rate of pay plus the employee's regular daily rate of pay. For example, an employee who normally works thirty-five hours each week who is assigned to work nine hours on New Year's Day will be paid for one and one-half times nine plus seven hours (20.5 hours).

Assigned to Work on Thanksgiving, December 25th, or January 1st (Highway Department Only) - Highway Department employees (including temporary and seasonal employees) who are called out to work on Thanksgiving Day, December 25th, or January 1st shall be paid for all hours worked at one and one-half times the employee's regular hourly rate of pay plus the employee's regular hourly rate of pay. For example, a Highway Department employee who is assigned to work nine hours on New Year's Day shall be paid for one and one-half times nine, plus nine hours ($1.5 \times 9 = 13.5 + 9 = 22.5$ hours).

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

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

908 Vacation Leave (updates current 905)

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

Allowance - An employee who is regularly scheduled to work at least forty hours per week will be credited with paid vacation leave each pay period in accordance with the following schedule. An employee who is regularly scheduled to work less than forty hours per week, but at least twenty hours per week, will be credited with paid vacation leave credits each pay period prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%. An employee may take vacation leave only after it has been credited.

AFTER COMPLETION OF:	CREDITS PER PAYPERIOD
Upon hire through 4 th year	3.08 hours (equals 80 hours per year)
After 4 years continuous service	4.62 hours (equals 120 hours per year)
After 9 years continuous service	6.15 hours (equals 160 hours per year)
After 14 years continuous service	6.46 hours (equals 168 hours per year)

A newly hired employee may not use vacation leave credits until completion of six months of continuous employment.

Part-Time, Temporary, and Seasonal Employees - A part-time employee who is regularly scheduled to work less than twenty hours per week, temporary employee, or seasonal employee is not eligible for paid vacation leave but may be allowed to take time-off without pay provided such individual has prior approval from the Department Head.

Accrual During Leaves of Absence - An employee will be credited with vacation leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, excluding an unpaid leave of absence due to a Worker's Compensation claim during which such employee will continue to accrue vacation credits as if the employee was in regular pay status.

Accumulation - An employee may accumulate vacation leave credits to a maximum of one hundred and sixty-eight hours. Any vacation credits in excess of one hundred and sixty-eight hours will be cancelled. However, in the event an employee is unable to take vacation leave due to no fault of the employee, the employee may "carry" the excess for ninety calendar days.

Annual Buy-Back - An employee may elect to receive cash payment for up to forty hours of accumulated vacation leave credits during any calendar year (January 1 through December 31). To be eligible for this provision, the employee must have used or scheduled at least eighty hours of paid vacation leave during the calendar year. Payment shall be made within the pay period following the date the request was made. Payment shall be at the employee's then current rate of pay.

Scheduling - Vacation leave credits may be used in half-day increments. An employee must receive prior approval from the employee's Department Head to take vacation leave. The request must be submitted, in writing, to the employee's Department Head as far in advance as possible. The Department head will have total discretion in the approval of vacation leave. In the event more employees request vacation leave than minimum coverage permits, preference in the selection of a vacation period shall be given to the employee with the most service seniority.

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

909 Sick Leave (updates current 906)

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

Allowance - An employee who is regularly scheduled to work at least forty hours per week will be credited with 3.69 hours of paid sick leave each pay period. An employee who is regularly scheduled to work less than forty hours per week will be credited with paid sick leave prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%. For example, an employee who is regularly scheduled to work thirty-five hours per week will be credited with 3.22 hours per pay period. An employee may take paid sick leave only after it has been credited.

A part-time employee hired before April 1, 1998, is eligible for paid sick leave. A part-time employee hired on or after April 1, 1998, temporary employee, or seasonal employee is not eligible for paid sick leave but may be allowed time off without pay provided such employee has prior approval from the employee's Department Head.

Accrual During Leaves of Absence - An employee will be credited with sick leave credits while on a paid leave of absence, but not while on an unpaid leave of absence, excluding an unpaid leave of absence due to a Workers' Compensation claim.

Accumulation - There is no cap on the amount of sick leave an employee may accumulate.

Use of Sick Leave - Sick leave credits may be used in two-hour increments. Sick leave is provided to protect an employee against financial hardship during an illness or injury. Sick leave is insurance benefit against financial loss not a leave benefit to which the employee is automatically entitled. An employee may use sick leave credits for personal illness or injury that inhibits the employee's work or for medical and dental appointments that cannot be scheduled during non-work hours.

Family Sick Leave - An employee may use sick leave credits for family illness or injury only if the employee must provide direct care to an immediate family member. The employee may use up to forty hours of sick leave credits each calendar year for family sick leave, which will be subtracted from the employee's accumulated sick leave credits. For purposes of family sick leave, "immediate family member" will mean the employee's parent, spouse, domestic partner, or child.

Notification of Sick Leave - In the event an employee must take sick leave, the employee must notify the employee's Department Head as soon as possible before the employee's scheduled reporting time. The notification must be made personally to the Department Head, unless the Department Head authorizes the use of an answering device for this purpose. Unless the absence was pre-authorized, the employee must give notice each day of the absence. Failure to follow these procedures, unless medically unable, will render the employee ineligible to use sick leave credits for the absence.

Medical Verification - The Town may require medical verification of an employee's absence if the Town perceives the employee is abusing sick leave or has used an excessive amount of sick leave. The medical verification must state that there was a medical inability to perform the employee's regular work duties and that the employee is cleared to resume the employee's normal duties. An employee who fails to produce such documentation or falsifies or alters such documentation will be subject to appropriate disciplinary action.

Return to Work - An employee who is absent from work due to an illness or injury for more than three consecutive scheduled workdays may be required, before returning to work, to submit a statement from the employee's health care provider indicating that the employee is able to return to work either with or without restrictions. In the event there are restrictions, the employee's Department Head will determine whether the employee will be allowed to return to work.

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

- Full pay during disability leaves due to an on-the-job or off-the-job injury (see Short-Term Disability Benefits – Use of Sick Leave Credits *and* Workers' Compensation Benefits – Use of Sick Leave Credits).
- Continuation of medical insurance beyond the twelve weeks provided under the Family and Medical Leave Act (see Family and Medical Leave Policy). The Town will continue to contribute toward the monthly premium for as long as the employee is drawing on sick leave credits.
- Increase NYS retirement credit by up to .63 of a year (see Retirement Credit immediately below).
- Apply accumulated sick leave credits upon retirement toward monthly premium payments. The value of the sick leave credits will be set at the employee's rate of pay at the time of retirement (see Medical Insurance for Retirees).

Retirement Credit - The Town will make available Section 41-j of the Retirement and Social Security Law, which allows credit for up to one hundred sixty five days of accumulated sick leave at the time of retirement. The additional service credit is determined by dividing the total unused, unpaid sick leave days (not to exceed 165 days) by 260. For example: 130 unpaid sick leave days ÷ 260 = .50 or 6 months additional service credit. To be eligible, an employee must retire directly from covered employment or within one year of leaving covered employment. If the employee is paid for a portion of the total accumulated sick leave credits or applies credits toward retiree medical insurance, only the remaining unpaid portion will be used to increase the employee's service credit at retirement.

Retirement Buy-Back - An employee hired before April 1, 1998 who retires from the Town and has applied for and been granted a retirement benefit from the New York State Employees' Retirement System may elect to receive cash payment for up to one-tenth of the employee's accumulated sick leave. For example, an employee who has accumulated two hundred and forty hours may sell-back up to twenty-four hours. Payment will be made in a lump sum check at the employee's rate of pay at the time of retirement.

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

910 Town of Woodstock Employees' Sick Leave Bank (was 907)

Summary - The Sick Bank is a program whereby full-time employees of the Town of Woodstock may voluntarily donate sick days to a "bank" which may be drawn upon by any bank participant in case of that participant's own serious illness or accident that is prolonged or catastrophic. The bank may be drawn upon to extend the sick days allotted, thus allowing the employee fewer days without pay.

Membership in the Sick Bank -

1. An employee must be employed six months to be eligible to join the Sick Bank. The employee must contribute the equivalent of three of the employee's accrued sick days to activate membership.
2. Between January 1 and January 15 of each calendar year any qualifying non-member may join.
3. When the Sick Bank falls below eight hundred sick-hours, members will be asked to contribute the equivalent of one sick day to maintain their membership.
4. Existing members will be given a two-week notice to contribute one sick day when requested. A member will be withdrawn from membership if the employee elects not to contribute when necessary.

Withdrawal from the Sick Bank -

1. An employee must be a member of the Sick Bank for at least six months before being eligible to withdraw.
2. An employee is eligible to withdraw the equivalent of up to sixty days for a serious illness or accident at the discretion of the Sick Bank Committee upon review.
3. The employee must submit the appropriate application for withdrawal.
4. The first ten days of an illness must be covered by the employee's sick, vacation, or personal days.
5. The Sick Bank is to be used only after all of the employee's accumulated sick time has been exhausted.
6. Any sick days that may be accrued while an employee is withdrawing days from the sick bank shall be applied against the Sick Bank hours requested.
7. After the initial recovery period from an illness has been completed and an employee has returned to work, routine follow-up doctor visits will not be covered by the Sick Bank.

Sick Bank Committee - The Sick Bank Committee shall be comprised of two Town employees and two Town Board members who shall jointly administer the Sick Bank, acting on requests and keeping the necessary records. All decisions as to the granting of Sick Bank hours and the number of days awarded shall be at the sole discretion of this Committee. The Committee shall hold confidential all medical records submitted by the applicant and/or physician.

911 Personal Leave (updates current 908)

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

Allowance - An employee who is regularly scheduled to work at least forty hours per week will be credited with thirty-two hours of paid personal leave each year. An employee who is regularly scheduled to work less than forty hours per week, but at least twenty hours per week, will be credited with paid personal leave prorated by the number of hours the employee works in a workweek, with forty hours equal to 100%. For example, an employee who is regularly scheduled to work thirty-five hours per week will be credited with twenty-eight hours each year. An employee may take paid personal leave only after it has been credited.

Part-Time, Temporary, and Seasonal Employees - A part-time employee who is regularly scheduled to work less than twenty hours per week, temporary employee, or seasonal employee is not eligible for paid personal leave but may be allowed to take time-off without pay provided such individual has prior approval from the Department Head.

Date Credited - An employee will be credited on the first day of January of each year for the personal leave for the subsequent year.

New Employees - An employee who is hired after the first day of January in any given year will be credited with paid personal leave prorated by the number of months to be worked in the first calendar year of employment. Thereafter, the employee will be credited on the first day of January for the personal leave credits for the subsequent year.

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

Scheduling - Personal leave credits may be used in two-hour increments. An employee must receive prior approval from the employee's Department Head to take personal leave. The request must be submitted, in writing, to the employee's Department head as far in advance as possible. The Department Head will have total discretion in the approval of personal leave.

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

912 Short-Term Disability Benefits (updates current 918)

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

Summary - The Town offers a short-term disability plan for non-job-related injuries or illnesses that meets the minimum requirements of New York State Disability Insurance. The insurance company makes the determination of whether an employee is eligible for short-term disability benefits. Disability payments will be in accordance with the terms of the policy. The duration of disability benefits is dependent upon a physician's certification and consistent with the terms of the policy. Benefits generally start with the eighth day of the disability and may continue up to a maximum of twenty-six weeks. An employee generally receives 50% of the employee's average weekly wages based on the previous eight weeks of employment, up to a maximum of \$170 per week. There is no coverage for medical care.

Plan - The Town may, at its discretion, change carriers.

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

Reporting of Injury - The employee should submit a written report of the illness or injury, on the proper form, to the Town Supervisor within twenty-four hours of the occurrence.

Use of Leave Credits - An employee may draw from the employee's accumulated sick leave, vacation leave, and personal leave credits in conjunction with short-term disability payments to equal, but not exceed, the employee's regular daily rate of pay. When the insurance company makes payment, the Town shall be reimbursed for that portion of leave credits covered by insurance and the employee will be re-credited with the proportional amount of sick leave, vacation leave, and/or personal leave. Management may ask for a doctor's note for documentation if they have reason to believe this option is being abused.

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

913 Workers' Compensation Benefits (updates current 912)

Summary - In accordance with New York State law, the Town offers a Workers' Compensation plan for job-related injuries or illnesses, including payment of medical costs and replacement of lost wages up to the regulated maximum, to each eligible employee who suffers an accidental injury arising out of and in the course of employment. The Workers' Compensation Board is responsible for determining an employee's eligibility for benefits. The amount of benefits an employee receives for lost work time is determined by the Workers' Compensation Board. An employee must generally serve a seven-day waiting period before benefits begin. If the employee is unable to work for more than fourteen days, benefits for the first week are generally paid retroactively. Coverage is provided for all medical care received that is related to the job-related injury or illness.

Voluntary Off-Duty Conduct - Neither the Town or its insurance carrier is liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by the Town.

Plan - The Town may, at its discretion, change carriers.

Reporting of Injury - The employee must submit a written report of the injury to the employee's Department Head within twenty-four hours of the occurrence in order to ensure prompt coverage of the claim. In the event the employee is unable to complete the forms due to the injury or illness, the employee's Department Head will complete and submit the required forms on behalf of the employee.

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

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

Union-Represented Employees - *An employee who is a member of a collective bargaining unit is not covered by or eligible for the Use of Sick Leave Credits or Continuation of Medical Insurance Coverage provisions set forth immediately above, and should refer to the collective bargaining agreement on these subjects.*

914 Education Assistance (new section)

Education and Training - Upon proper authorization of the Town Board, an employee will be reimbursed for training courses that are directly related to the employee's present job. An employee must first seek approval from the Department Head before the request is presented to the Town Board. *An employee who is a member of a collective bargaining unit is not covered by or eligible for this Education and Training provision and should refer to the collective bargaining agreement.*

915 The New York State Employees' Retirement System (updates current 915)

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

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

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

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

916 Police and Fire Retirement System (updates current 916)

Summary - The Police and Fire Retirement System covers all sworn personnel in the Police Department. The Town will contribute 100% of the cost associated with this plan. It is mandatory for all full-time and part-time police officers to become members of the Police and Fire Retirement System effective on the first day of employment.

917 Social Security (updates current 914)

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

918 Unemployment Benefits (updates current 913)

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

1000 SAFETY

1001 Workplace Safety

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

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

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

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

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

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

Accident Reporting Procedures. In the event an accident occurs in the workplace, the following procedures shall apply:

- When an accident occurs which results either in the loss of an employee's work time, or in the provision of medical care to an employee, the employee's department head or supervisor must complete an Employer's Report of Injury (Form C-2). This form must be submitted to the Town Supervisor's office within six workdays of the accident.

- When an accident occurs which does *not* result in the loss of an employee's work time, or in the provision of medical care to an employee, the employee's department head or supervisor must complete a Supervisor's Report of Incident form. This form must be submitted to the Town Supervisor's office within six workdays of the accident.
- The Town Supervisor's office must keep a log of the injury or illness for five years following the end of the calendar year in which it occurred. A copy of this log, which shall include totals and information for the year, must be posted in each department or in areas where notices to employees are customarily posted.

1002 Hazard Communication Program

Statement of Compliance. The Town of Woodstock is committed to providing a safe and healthy work environment and complies with all federal, state and local laws regarding hazard recognition, accident prevention, and working conditions. The Town considers Hazard Communication and the prevention of workplace injuries and illnesses to be of prime importance. This portion of the Town's comprehensive safety program has been prepared to comply with the requirement of Title 29 of the Code of Federal Regulations 1926.59. It is intended to ensure that all information necessary for the safe use, handling and storage of hazardous chemicals be made available to employees.

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

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

Material Safety Data Sheets (MSDS). An employee working with a hazardous chemical may obtain a copy of the Material Safety Data Sheet (MSDS) and a standard chemical reference from the employee's department head or supervisor.

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

- Methods used to detect the release of hazardous chemicals in the workplace;
- Physical and health hazards of chemicals and the measures used to protect employees;

- Safe work practices;
- Emergency responses to the exposure to hazardous chemicals;
- Proper use of personal protective equipment; and
- Hazard Communication Standards, including labeling and warning systems, and an explanation of the use of Material Safety Data Sheets.

Personal Protective Equipment (PPE). Depending on job duties, an employee must routinely wear protective devices, such as gloves, as directed by the employee's department head or supervisor. An employee may obtain required Personal Protective Equipment (PPE) from the employee's department head or supervisor. An employee who is required to wear special safety equipment as directed by the department head or supervisor must comply with the department head or supervisor's request. An employee who does not follow the department head or supervisor's instruction will be subject to appropriate disciplinary action.

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

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

1100 THE CIVIL SERVICE SYSTEM

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

1101 The Unclassified and Classified Services

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

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

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

1102 Civil Service Appointments

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

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

1103 Examinations and Promotions

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

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

1104 Veteran's Credits

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

1200 TOWN POLICIES AND PROCEDURES

1201 The Americans with Disabilities Act (updates current 1201)

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

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

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

Complaint Procedure - An employee who believes that the actions or words of an employee or non-employee have violated this policy should report the behavior to the Town immediately. Refer to Policy 1205 Complaint Procedure and Investigations for information regarding how to file a complaint and the Town's investigation procedures.

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

1202 Equal Employment Opportunity (updates current 1202)

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

Complaint Procedure - An employee who believes that the actions or words of an employee or non-employee have violated this policy should report the behavior to the Town immediately. Refer to Policy 1205 Complaint Procedure and Investigations for information regarding how to file a complaint and the Town's investigation procedures.

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

1203 Fair Treatment (updates current 1203)

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

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

Complaint Procedure - An employee who believes that the actions or words of an employee or non-employee have violated this policy should report the behavior to the Town immediately. Refer to Policy 1205 Complaint Procedure and Investigations for information regarding how to file a complaint and the Town's investigation procedures.

1204 Sexual Harassment (updates current 1204)

Policy Statement – The Town of Woodstock is committed to maintaining a professional work environment where employees and non-employees are free from any form of harassment, including sexual harassment. The Town takes all necessary measures to prevent sexual harassment in the workplace or, in the event it occurs, to stop the conduct immediately. The complaint procedure in Policy 1205 is intended to provide an effective mechanism for reporting and resolving promptly, complaints of sexual harassment without any risk of repercussion to a complaining employee for filing a complaint of sexual harassment in good faith.

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

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

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

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

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

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

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

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

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

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

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

1205 Complaint Procedure and Investigations (new section)

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

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

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

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

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

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

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

1206 Drug-Free Workplace (updates current 1205)

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

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

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

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

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

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

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

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

1. Declining Performance

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

2. Increased Costs

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

3. Absenteeism and Tardiness

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

4. Damaged Relationships

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

1207 Controlled Substance and Alcohol Testing (was 1206)

Statement of Compliance - The Town of Woodstock has adopted a Substance Testing Policy that is in compliance with the federal Omnibus Transportation Employee Testing Act of 1991, Controlled Substances and Alcohol Use and Testing (as outlined by the United States Department of Transportation in 49 CFR Parts 40, 382, and 391 of the Code of Federal Regulations). The purpose of this policy is to reduce accidents resulting from an employee's use of controlled substances and/or alcohol, thus reducing fatalities, injuries and property damage.

Covered Employees - The Town's Substance Testing Policy applies to all employees who drive commercial motor vehicles (as defined in the Act) requiring a commercial driver license to operate.

Employee Acknowledgment Form - The Substance Testing Policy defines many important details of the Town's program, such as testing implementation, prohibitions and consequences, procedures, costs, and disciplinary action. All covered employees will receive a written copy of this policy and will be required to sign an Employee Acknowledgement form. This form shall be placed in the employee's personnel file.

1208 Smoking (was 1207)

Policy Statement - The Town of Woodstock prohibits smoking in all Town-owned buildings, outside entranceways of all Town-owned buildings, and all Town-owned vehicles.

1209 Telephone / Cell Phone Usage (updates current 1208)

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

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

1210 Computer Systems and Internet/On-Line Service (was 1218)

Scope - The Computer Privacy Policy defines the responsibilities for the protection of computer-based information about persons against accidental or intentional disclosure to unauthorized persons, and unauthorized modifications or destruction.

Policy Statement - It is the policy of the Town of Woodstock to abide by all legal restrictions imposed by federal and state privacy laws that govern the Town of Woodstock's use, disposition and dissemination of computer-based records that contain information about people. The concept of privacy applies only to actual persons, not to organizations. It applies only to information that identifies an individual (by name, number or otherwise), not to cumulative or anonymous information. Owners and custodians of information systems that contain information classified as "confidential" must have current, practicable, tested, and documented security plans, procedures, and supporting computer-based processes, as needed, that work in concert. The plans and procedures must be stored as vital records and given the appropriate level of security. (Note: Henceforth, information systems classified as "confidential" will be referred to as "computer-based assets.")

Information, and facilities to access, manipulate and communicate information, have become critical business assets because they are central to the Town of Woodstock's decision-making processes. Without them, the Town cannot effectively serve the people of Woodstock.

All messages sent over the Town of Woodstock's computer and communications systems are the property of the Town of Woodstock. To properly maintain and manage these systems, the Town reserves the right to examine all data stored in or transmitted by these systems.

Since the Town of Woodstock's computer and communications systems must be used for Town business only, employees should have no expectation of privacy associated with the information they store in or send through the systems.

By making use of the Town's systems, users consent to allow all information they store on Town of Woodstock systems to be divulged to law enforcement at the discretion of Town of Woodstock.

The Town of Woodstock has delegated ownership rights to information resources to the department heads. Therefore, department heads have the responsibility for the protection of these assets to a degree commensurate with the Town's legal obligations.

Given the growing technical complexity of computer-based systems and the need for enterprise-wide synergism, the Town or its duly appointed agent will act as custodian for the Town of Woodstock's computer systems and applications. The Town of Woodstock or its duly appointed agent will perform the administrative and technical tasks associated with granting and revoking access to computer information based on owner authorization.

The Town must ensure that employees and contractors understand their obligation to comply with the Town of Woodstock's Computer Privacy Policy, implement internal controls to regularly assess compliance, and take appropriate corrective action when violations occur. The Town must classify all applications and data, and determine how they should be protected and shared. Furthermore, the Town is responsible for recognizing deviations from established security practices and for initiating corrective action.

Town employees and contractors have an ongoing responsibility to comply with the Town of Woodstock's Computer Privacy Policy, standards and guidelines. Circumventing privacy responsibilities is a violation of the Town of Woodstock's Computer Privacy Policy, and a breach of this policy will subject the offender to disciplinary action. Disciplinary action will be determined on a case-by-case basis.

Owner / Custodian Functions and Responsibilities

1. Classify records containing information about individuals that is protected by law as "confidential" when computer applications are purchased or developed. As changes occur, proper classification of these records must be maintained.
2. Restrict access to "confidential" information (including rules for making and reproducing sensitive information), software and equipment, to reduce threats posed by accidents, malicious actions, equipment malfunctions and disasters.
3. Approve access and ensure that data is used only by individuals with legitimate Town business need and legal right.
4. Maintain individual accountability through the establishment and use of unique accounts (account IDs) and passwords for each individual accessing a system or data.
5. Educate Town employees and contractors of their privacy responsibilities.
6. Perform periodic review of "right" granted, data accessed, and revoke privileges when expired or no longer needed.
7. Determine retention periods and how data is to be purged or destroyed at the end of the retention periods.
8. Maintain data integrity (accuracy and timeliness) both in system design and use.
9. Use information classified as "confidential" for only official sanctioned purposes.
10. Adhere to relevant state and federal privacy laws.

User Responsibilities. Users of the Town's systems shall refrain from:

1. attempting to gain unauthorized access to information classified as "confidential;"
2. accidental or intentional disclosure to unauthorized persons, and unauthorized modifications or destruction of information classified as "confidential;"
3. reliance on this Computer Privacy Policy for protection and from knowingly engaging in any practice that puts at risk information classified as "confidential;"
4. taking advantage of security compromises resulting from someone else's ignorance or negligence;
5. using information classified as "confidential" for commercial or political purposes.

1211 Supplies, Tools and Equipment, and Fuel Usage (was 1209)

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

Office Tools and Equipment - An employee must repair or replace any tool or piece of equipment lost or damaged by the employee as a result of negligence or intentional misuse. An employee may not use any tool or piece of equipment, including, but not limited to, fax machines, copiers and computer equipment for personal use.

Mechanical Tools and Equipment - An employee may not use the Town Garage, tools or equipment to work on vehicles or trailers not owned by the Town.

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

Policy Violations - Violations of these policies must be reported within twenty-four hours to the Town Supervisor's office. Any employee who, after investigation, is found to have violated the above policies will be subject to appropriate disciplinary action.

1212 Vehicle Usage Policy (updates current 1210)

Use of Town Vehicles - Town-provided vehicles may be assigned to employees for the purpose of conducting Town business. Only authorized employees are allowed to drive Town vehicles. Town vehicles should only be used for authorized Town business and may not be used for the personal use or private gain of an employee or to transport unauthorized individuals or materials. Employees who drive on Town business must operate vehicles in a safe and responsible manner, and in compliance with all applicable motor vehicle and traffic regulations.

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

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

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

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

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

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

- Town vehicles and related equipment must remain under the general administrative jurisdiction and direction of the department head to which it is assigned.
- Town vehicles must be assigned to specific Town officials and employees for specific purposes and tasks. Said vehicles may not be used for any unauthorized purpose nor to conduct personal, private, or non-Town-related business.
- Town vehicles must always be operated in a safe and responsible manner, and in compliance with all applicable traffic laws. In the event of an accident, regardless of severity, an accident report must be filed with the Town Supervisor's office by the appropriate department head within twenty-four hours.
- Town vehicles may not be used to transport persons who are not officials or employees of the Town of Woodstock, nor material not related to the conduct of official Town business, without direct authorization by the appropriate department head or the Town Board.
- Town vehicles must always be maintained in a safe and secure condition when not in use, including locked and/or under direct observation. All keys must be maintained under controlled and authorized jurisdiction of the appropriate department head.
- In the event a Town vehicle must travel outside the limits of the Town of Woodstock, the department head or supervisor must receive prior approval from the Town Board, either on a case-by-case basis or as a comprehensive approval for specified purposes.
- No advertisements, signs, bumper stickers or other markings of a political or commercial nature may be displayed on Town vehicles at any time, except those of a limited community service nature which have been authorized by the Town Board.
- Alcoholic beverages and/or drug-related paraphernalia shall be prohibited in any Town vehicle unless such substances are related to police operations.

Policy Violations - Violations of this policy must be reported within twenty-four hours to the Town Supervisor's office. Any employee who, after investigation, is found to have violated this Vehicle Usage Policy will be subject to appropriate disciplinary action.

1213 Personal Appearance (was 1211)

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

Standards - While it is not the Town's intention to dictate the personal wardrobe of its workforce, the appearance and dress of employees are important in creating a favorable image supportive of the public confidence. Employees are encouraged to maintain their personal appearance in a manner which will reflect a good image to the public in accordance with departmental rules and reflective of job requirements.

Safety Clothing and Equipment - An employee must wear uniforms and/or safety clothing when required by the Department Head.

1214 Personal Property (updates current 1212)

Policy Statement - It is the policy of the Town to ask each employee to refrain from bringing unnecessary or inappropriate personal property to work. The Town recognizes that an employee may need to bring certain items to work. However, employees should take care to ensure that personal property brought to the workplace does not disrupt work or pose a safety risk to other employees.

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

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

1215 Maintenance of Work Area (was 1213)

Employee Responsibility - All employees, including department heads and supervisors, are responsible for maintaining their work area in a neat and orderly manner at all times.

1216 Unauthorized Work (updates current 1214)

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

Policy Violations - Any employee who, after investigation, is found to have performed unauthorized work, claimed that Town work was done when such was not the case, or performed any act of fraud or deceit, will be subject to disciplinary action.

1217 Outside Employment (updates current 1215)

Policy Statement - It is not the policy of the Town to interject itself into what an employee does during the hours when the employee is not working for the Town. Outside employment will normally be permitted provided such employment does not interfere with the employee's performance standards, pose an actual or potential conflict of interest, or compromise the interests of the Town. The employee must inform the Town Supervisor of any outside employment in order to prevent a possible conflict of interest.

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

- Outside employment that does or may constitute a conflict of interest is prohibited. An employee may not receive any income or material gain from individuals outside of the Town for materials produced or services rendered while performing the employee's Town job.
- If the Town determines that an employee's outside work interferes with the performance or the ability to meet the requirements of the Town as they are modified from time to time, the employee may be required to terminate the outside employment if the employee wants to remain employed by the Town.
- An employee may not use Town-owned equipment, supplies, or other property, including any item that identifies the employee as working for the Town, to perform work for the employee's own monetary gain or another concern.
- A Town employee who engages in outside work must notify the person for whom the work is being performed that such work is being done on the employee's own time and that the employee is not representing the Town while performing such work.
- An employee will be judged by the same performance standards and will be subject to the Town's scheduling demands, regardless of any existing outside work requirements.

Employee Responsibility - A Town employee who wants to engage in outside work is responsible for ensuring that the above guidelines are maintained. Questions should be directed to the Town Supervisor.

1218 Solicitations/Distributions (updates current 1216)

During Working Hours - Without the Town Supervisor's approval, solicitations or distributions of literature to co-workers by Town employees during working hours is prohibited.

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

1219 Confidentiality (updates current 1217)

Policy Statement - Except when required by law, or during the performance of their job duties and responsibilities, all employees are prohibited from disclosing any confidential information that has been obtained as a result of their employment with the Town.

1220 Expense Reimbursement (updates current 704)

Eligible Expenses - Upon proper authorization and approval by the Town Board, an employee or elected official will be reimbursed for expenses associated with carrying out Town business, including, but not limited to, meals, lodging, parking, and highway tolls. All required documentation and corresponding receipts must be submitted to the Town Supervisor's office in order for the reimbursement to be processed.

Mileage - An employee who is directed by the appropriate department head or supervisor to use the employee's own vehicle to conduct Town business will be reimbursed at the mileage rate established by the Town Board at the annual organizational meeting or the applicable collective bargaining agreement, as the case may be. All required documentation and corresponding receipts must be submitted to the Town Supervisor's office in order for the reimbursement to be processed.

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

Association of Towns Meeting - Upon proper authorization and approval by the Town Board, an employee or elected official who attends the annual meeting conducted by the Association of Towns of the State of New York will be reimbursed for all reasonable expenses. The Town Board will select delegates to this meeting. All required documentation and corresponding receipts must be submitted to the Town Supervisor's office in order for the reimbursement to be processed.

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

1221 Purchasing (new section)

Policy Statement – The Town has established an official procurement policy that must be followed without exception. No employee shall make purchases for the Town, or use the Town's name to make purchases, unless so authorized by the Town Board and in adherence to the procedures set forth in the procurement policy.

1222 Visitors (new section)

Policy Statement – It is the policy of the Town not to allow personal visitors during working hours, except for emergency situations. Visitors are allowed for brief visits during an employee's meal period as long as such visit does not interfere with Town operations or interrupt other employees who are still working.

1300 COMMUNICATION PROCEDURES

1301 Bulletin Board (new section)

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

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

1302 Adverse Correspondence (new section)

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

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

1303 Public Relations (new section)

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

1400 DISPUTE RESOLUTION

1401 Dispute Resolution Procedure (replaces 1222)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1500 EMPLOYEE ACKNOWLEDGEMENT FORM

Detach and place in employee's personnel file.

TOWN OF WOODSTOCK

EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of the *Town of Woodstock Employee Handbook* outlining the rules, regulations, procedures, practices, work standards, employment classifications, compensation, and benefits of the Town of Woodstock. I further acknowledge that I have read, or will read, the contents of the Employee Handbook and will contact the Town Supervisor if I have any questions.

I understand that the Employee Handbook is not meant to create a contract of employment, nor should it be construed as creating a contract of employment and that the Town Board reserves the right to interpret, change or modify any section of the Employee Handbook at any time.

I understand that, if I am covered by the collective bargaining agreement, in the event an expressed and explicit provision set forth in a collective bargaining agreement should conflict with an employee benefit, personnel policy, personnel procedure, or other provision set forth in the Employee Handbook, the expressed and explicit provision of the collective bargaining agreement will control. Otherwise, unless expressly excluded herein, the Employee Handbook is applicable to all employees.

I agree to abide by the personnel policies, procedures, rules and regulations outlined in the Employee Handbook.

I understand that the Employee Handbook and the changes contained herein are intended to supersede all prior manuals and guidelines issued by the Town of Woodstock.

Employee name (please print)

Employee Signature

Date of Signature