

# **Town of Rocky Hill**

## **Personnel Rules**



**Effective July 1, 2021**

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**RULE 1 – GENERAL PROVISIONS**

1. Purpose of Rules: The Personnel Rules of the Town of Rocky Hill are established in accordance with Section 902 of the Town Charter, to provide for a more efficient and responsive municipal operation and to provide the framework for proper personnel administration.
2. Extent of Jurisdiction: The rules apply to all employees of the Town, except those noted in Section 901 of the Charter. Exempt from these rules are the following: elective officers and personnel appointed to fill vacancies in elective office; members of boards and commissions and other officers appointed by the Council; all employees of the Board of Education; persons employed in professional capacity to make or conduct a temporary or special inquiry, study or investigation; persons employed for a temporary period not exceeding three (3) months, seasonal persons, volunteer persons, boards and commissions appointed by the Manager and part-time employees who work less than twenty (20) hours per week.
3. Adoption and Amendment of Rules: These rules and any amendments thereto are adopted by the Town Manager and become effective upon being filed with the Town Clerk.
4. Severability: If any section or portion of a section of these rules is found to be not in conformity with State Laws or the Town Charter, such findings shall not affect the remainder of the rules herein stated.
5. Supplementary Rules: Subject to the approval of the Town Manager, and where required by the nature of the service, the supervisor of any organizational unit may adopt such additional rules for the operation of his unit as may be necessary.
6. Collective Bargaining Contracts: These rules do not apply to any employee covered by a collective bargaining contract unless specifically noted. Upon initial employment or promotion only to the position of Chief of Police, the employee may discuss his fringe benefits with the Town Manager to take into account such things as work week, uniforms, pension, meals, clothing, etc. unique to the unit they supervise.
7. Equal Opportunity Employment: The Town of Rocky Hill is an equal opportunity, affirmative action employer. Please refer to Title VII, Civil Rights Act of 1969.
8. Substance Abuse Policy: The Town has a Zero Tolerance of Substance Abuse Policy (refer to Appendix “C” of this document). Throughout the Town’s EAP Program confidential EAP services will be provided to an employee who seeks referral sources for treatment.
9. Harassment: The Town of Rocky Hill has zero tolerance for harassment (refer to Appendix “D” of this document).
10. Non-Violence in the Workplace: The Town of Rocky Hill has a zero tolerance for violence in the workplace (refer to Appendix “E” of this document).
11. Computer Policy: All employees must sign the Town of Rocky Hill’s Acceptable Use Policy for Electronic Devices (Refer to Appendix “F” of this document).
12. Employee Assistance Program: An Employee Assistance Program (EAP) will be provided to meet the needs of Town employees and their families. The mission of the EAP shall be to provide a program designed to assist in the identification and resolution of productivity

problems associated with employees impaired by personal concerns including, but not limited to: Physical and mental health, marriage, divorce, family, finances, alcohol, drug abuse, or other issues which may adversely affect the employees' job performance. The key function of the EAP is to assist employees and their families with personal or job-related challenges.

13. Dress Code: The Town of Rocky Hill wants to project a friendly, yet professional image to the general public. People visiting any Town office and/or facility should be met by an employee who is dressed in office/workplace appropriate attire. Accordingly, it is expected that all staff will wear clothing that is neat, clean, well-mended, and appropriate for the type of job to which the employee is performing.

It should be noted, that the Town has not officially declared "dress down Friday" or "casual day". However, the Town, in keeping with current lifestyles, would like to remind staff that casual wear or "relaxed" dressing should be in good taste and appropriate for the office.

Please note that Occupational Safety and Health Administration (OSHA) standards may supersede this policy and some departments may have a required uniform based on a collective bargaining agreement due to the nature of the work performed.

Any employee whose appearance does not meet this policy's standards will be counseled by his or her supervisor or manager. If an employee's appearance is inappropriate in the judgement of the supervisor or manager, the employee may be asked to leave work to correct the problem. Such time away from work will be charged to paid time off or will be unpaid if no paid time off is available.

14. Customer Service Policy: The employees of the Town of Rocky Hill are committed to providing responsive, consistent, efficient and accurate services to the citizens of our community. Quality service will be delivered through a caring environment and in a manner that respects the needs and the diversity of all members of the Rocky Hill community. It is the Town's belief that this standard of service promotes all that is positive about our Town, and includes in the term "customer" all residents, taxpayers, co-workers and general public who utilize the Town's facilities. In order to best achieve this commitment to provide a wide range of quality services across multiple departments, the Town supports the philosophy of public service that is embodied in the following statements:

- ✓ We care about our community and its people.
- ✓ We believe in providing customer service that meets the diversity of our community and provides services to all customers in a fair and equitable manner.
- ✓ We will support the policies established by our local elected and appointed officials.
- ✓ We will seek to identify creative and innovative approaches to serve our customers.
- ✓ We believe in meeting our customer's needs by providing friendly, courteous and efficient service.
- ✓ We will strive to make decisions with input from those most likely to be affected.
- ✓ We will consider the knowledge and perspective of our customers and respond to their ideas and concerns.

- ✓ We affirm that all officials and employees have the responsibility of meeting a high standard of excellence within the parameters of their particular job in order to ensure quality services from the Town of Rocky Hill.
15. Chemical Sensitivity: A fragrance-free environment helps create a safe and healthy workplace. Fragrances from personal care products, air fresheners, candles and cleaning products have been associated with adversely affecting a person’s health including headaches, upper respiratory symptoms, shortness of breath, and difficulty with concentration. People with allergies and asthma report that certain odors, even in small amounts, can cause asthma symptoms. The Town of Rocky Hill will work with building management to ensure that products used to clean the workplace are fragrance-free and follow best practices to limit employee exposure to cleaning chemicals. The Town of Rocky Hill recognizes the hazards caused by exposure to scented products and cleaning chemicals and we have a policy to provide a fragrance-free environment for all employees and visitors to keep a safe and health workplace environment. This policy applies to both employees and non-employee visitors of the Town of Rocky Hill.

**RULE 2 - DEFINITIONS**

1. Appointing Authority: The Town Manager is the appointing authority for all positions with the exception of those appoint by the Town Council.
2. Classified Service: All positions that are included in the ordinance establishing the Classified Service. Rule 1-2 “Extent of Jurisdiction” enumerates the positions excluded from Classified Service.
3. Immediate Family: In an effort to be consistent with existing Town collective bargaining agreements, the Town shall include the following persons in the definition of Immediate Family: Father, Mother, Sister, Brother, Husband, Wife, Child, Mother-in-Law, Father-in-Law, Grandparent, Grandparent-in-Law, Grandchild, Step-parent, Stepchild, Brother-in-Law, Sister-in-Law, Domestic Partner, or other permanent member of the employee’s household.
4. Permanent Position: Any position in the Town service which requires or is expected to require a work week of twenty (20) hours or more for a period in excess of six (6) calendar months. A person must work an annualized average workweek of thirty (30) hours of more to obtain full benefits under these Personnel Rules.
5. Director of Human Resources: Will be in accordance with Section 903 of the Town Charter.
6. Full Time Employment: Any employee who shall work an annualized average of at least thirty (30) hours per week.
7. Regular Part Time Employee: Any employee who shall work an annualized average of twenty (20) hours per week or more, but less than an annualized average of thirty (30) hours per week.
8. Part Time Employee: Any employee who shall work an annualized average of less than twenty (20) hours per week.

**RULE 3 – THE CLASSIFICATION PLAN**

1. Purpose of the Plan: This plan provides for the classification and arrangement of each position in the Town service, so that personnel problems may be dealt with systematically and

equitably, and so the principal of “equal pay for equal work” may be observed. The plan provides a complete and continuous inventory of all positions in the Town service and accurate descriptions and specifications for each class of employment. The plan standardized titles, which are indicative of the range of duties and responsibility and have the same meaning throughout the Town service.

2. Preparation of Plan: Section 902 of the Charter requires the Director of Human Resources or Town Manager, if there is no Personnel Director, to prepare job descriptions which set forth the duties and responsibilities of each position in the classified service and minimum qualifications for appointment of such positions. These job descriptions shall comprise the classification plan of the Town. New or additional positions may be created and changed made in the duties and responsibilities of existing positions with the approval of the Town Council.
3. Adoption of Plan: The Town Manager shall notify affected employees of any changes proposed in the classification plan. After hearing comments from interest persons, the Town Manager may modify his/her proposals. The classification plan and changes therein shall become effecting upon approval of the Town Council.
4. Appeal on Classification Plan: The Personnel Review Board hears appeals from any action pertaining to classification, reclassification and allocation of positions.
5. Use of Class Specifications: The class specifications are to serve as the basis for allocating positions, recruiting new employees and establishing a pay plan.
6. Use of Class Title: Following the adoption of the classification plan and the allocation of positions to the plan, the class titles shall be used to designate such positions in official records, vouchers, and internal administrative communications. Statutory or working titles may be used as appropriate or expedient.
7. Review of Classification: A request for the review of the classification of a position may be made, in writing by the employee, through his department head, or by the department head. If a review appears warranted, it will be made by the Town Manager.
8. Allocation of Positions: The Town Manager shall allocate each position to the appropriate grade on the basis of its duties, responsibilities, standards for recruitment and work environment.

#### **RULE 4 – THE PAY PLAN**

1. Preparation of the Plan: The Town Manager shall be responsible for the development of a uniform and equitable pay plan which shall consist of minimum and maximum rates of pay for each class of position and such intermediate rates as needed and if he considers necessary. The salary ranges shall be determined with due regard to ranges of pay for other classes, requisite qualifications, prevailing rates of pay for comparable work in other public and private employment in the competitive market, cost of living factors, suggestions of department heads, other benefits received by employees, the financial policy of the Town, and other economic considerations.
2. Adoption and Administration of the Plan: The proposed pay plan shall be submitted to the Town Council for adoption.

3. Appointment Rate: Appointment between minimum and maximum at an intermediate rate may be made upon written approval of the Town Manager. Justification for approval will be limited to recognition of exceptional qualifications of an eligible applicant or certification of a lack of available eligible applicants at the minimum rate. Advancement within the salary range shall be in accordance with the established pay plan (See Appendix “A” of this document).
4. Conflicting Employment: No full-time employee shall engage in any type of activity which conflicts with the best interests of the Town. Each circumstance shall be decided on a case-by-case basis with written approval by the Town Manager, in advance.
5. Pay for Part Time Employees: Part time employees shall be paid on the basis of an hourly, daily, or per performance rate based upon the Town’s pay plan.
6. Pay Rates in Transfer, Promotion or Demotion: An employee transferred to another position in the same class shall remain at his/her pay step. An employee demoted to a lower class shall be reduced to the maximum for the lower class, or the next step below his/her present pay step, whichever is lower. An employee promoted to a higher class shall be increased to the minimum for the higher class, or to the next step above his/her present pay step, whichever is higher. If an employee’s work assignments have changed to the extent of requiring a reclassification to a lower class, and the changes in work assignment are not subject to the employee’s control, no coincident change shall be made in the employee’s pay rate if it falls within the range of the lower class.
7. Total Remuneration: Any wage or salary established for an employee shall represent the total remuneration for the employee, not including reimbursement for official travel. Except as otherwise provided, employees shall not receive any pay from the Town in addition to the wages or salary provided in the pay plan for services rendered in the discharge of the duties of his/her position. No reward, gift, or other form of remuneration, in addition to regular compensation, shall be received from any source by employees for the performance of their duties unless authorized by the Town Manager.
8. Certification of Payroll: Every Director of a Town department (or respective designee) shall furnish the Finance Department with time cards or electronic records of employees’ work hours; which time cards, or electronic records shall reflect each employee’s name and work status for each day in the pay period. No disbursing officer shall make or approve or take any part in making or approving of any payment to any employee for services performed unless a responsible Director (or respective designee) confirms that the employee performed services in accordance with time cards or electronic records submitted by Directors, as indicated by the signature of the Director (or respective designee). These time cards shall be submitted to the Finance Department/Payroll not later than 10:00 a.m. on the Monday prior to each payday, unless this deadline is modified because of a holiday.
9. Other Pay: A professional or supervisory employee who is assigned special duty, outside his/her normal responsibilities, may be given additional remuneration if agreed upon in advance.

**RULE 5 – APPLICATIONS AND EXAMINATIONS**

1. Applications: Applications for employment shall be on forms prescribed by the Town Manager. The applicant, testifying to the truth of all information provided, shall sign each application.
2. Applicants: Reasonable requirements, including bona fide occupational requirements but not limited to: training, experience and physical fitness may be imposed when dictated by the needs of the service. Such requirements will be included in the examination announcement based on the classification plan. The Town Manager may reject any applicant when it is indicated that the applicant does not possess the qualifications required for the position to which he/she seeks appointment, including but not limited to whether substance abuse interferes with the applicant's ability to perform the job; if the applicant has been convicted of a felony or serious crime which adversely affects his/her ability to perform the job; if the applicant has made a false statement of any material fact on the application or other matters relating to employment; or if the applicant practiced or attempted to practice any deception or fraud in his application.
3. Form and Content of Position Announcement: Each official announcement of an examination shall specify the title and salary range or minimum salary, if no range is provided, of the class for which the position is announced; the necessary and desirable qualifications, the time, place and manner of making application, special requirements or qualifications; and such other information as the Town Manager may consider pertinent and useful. A copy of the official notice shall be forwarded to the State and private agencies to comply with the Town's Affirmative Action Program.
4. Public Notice of Examination: The official notice of a position shall consist of the posting of a notice thereof on a public bulletin board maintained at the Town Hall, the Town's website and advertisement in a newspaper of general circulation in the Town.
5. General Provisions Concerning Examination: All appointments and promotions in the classified service shall be made in accordance to the candidate's ability. Any practical means or measures may be used in examinations, which are reasonably well calculated to test the ability of candidates for positions in the class for which the examination is held. Such examinations may include, at the discretion of the Town Manager, dependent upon position, written examination, physical ability, physical examination, background and reference check, polygraph, (where legal to use) psychiatric and/or psychological examination, mental stress, testing, oral board, personal interviews, a demonstration of skill or ability such as equipment operation. The Town Manager may, when the open position warrants, give appropriate credit for previous training and experience in the same or a similar position, and this credit will apply to and be available to all who apply for the position.
6. Rejection of Application: Whenever any applicant is found not to be qualified for the position applied for, the Town Manager shall, if appropriate, advise the applicant, in writing, or by other appropriate means. No test or question in any examination shall be intended to disclose any information concerning any political, religious or union affiliations, preference or opinions, racial backgrounds, handicaps or impairments.



7. Promotional Examination: Vacancies in the classified service shall be filled by promotion from a lower paid class upon the basis of competitive tests, including a consideration of service ratings; if the position cannot be satisfactorily filled from within the ranks of existing Town employees, such positions shall be filled by competitive tests open to all qualified persons.
8. Administration of Examinations: The Town Manager or his/her designee shall establish procedures to be used in conducting the examination of candidates and shall devise safeguards to insure the maximum impartiality in the conduct of the examination and rating of candidates. The Town Manager may disqualify any candidate or examiner for failure to comply with the procedures and regulations established for conducting the examination.
9. Notice of Exam Results: Upon request, each person who takes an examination shall be given written notice as to whether he passed or of his failure to attain a place on a potential eligibility list.
10. Establishment of Employment Lists: The Town Manager or his/her designee shall establish and maintain the lists necessary to provide an adequate supply of qualified candidates which shall be applicable to all classified service positions of such class in the Town service. Any name on the list shall expire after one (1) year, unless an expiration date is otherwise designated by the Director of Human Resources. For positions involving semi-skilled or unskilled labor or custodial work, when the character or place of work makes it impossible to supply the needs of the service by appointments made in accordance with the procedures prescribed above, the Personnel Director, with the approval of the Town Manager may adopt or authorize the use of other procedures as are deemed appropriate while assuring the selection of such employees on the basis of merit and fitness.
11. Orientation: Upon employment, all employees are required to attend an orientation interview.

#### **RULE 6 – METHOD OF FILLING VACANCIES**

1. General Provisions: Each position in the classified service shall be designated permanent or temporary and as either full time, part time, or seasonal. No employee shall be permanently appointed to a temporary position. In all cases other than temporary assignment, the provisions of these rules governing examinations and certifications shall apply. The name of any employee appointed to a temporary position from a list of eligible candidates shall be returned to the appropriate employment list when the position is discontinued. No temporary employee appointed to a temporary position shall be exempted from any of the provisions of Rule 4-4 and Rule 6-4.
2. Certification of Eligibility: Any vacancy may be filled provided both supervisors and the employee concerned agree, and if the employee is qualified for the position. If the vacancy is not filled by transfer, or by demotion, the names certified to the appointing authority shall be those of the three (3) persons standing highest on the appropriate list. The following employment lists are used by the Town Manager in the order indicated: a) promotion; b) open competitive lists.
3. Appointments: After interview and investigation, the Town Manager shall make appointments from among the three (3) highest of those certified, and shall immediately notify the appointees involved. The Town Manager may consult with various department heads with regard to specific appointments.

4. Regulation on Family Employment: In the interest of maintaining the merit system, no two (2) members of an immediate family (by blood or marriage) shall be employed in a situation where one is in a direct supervisory position over the other, or if one member is the Town Manager, or one is in payroll, accounting, auditing or personnel. This rule shall not apply to members of an immediate family employed by the Town at the date of adoption of these rules.

**RULE 7 – PROBATIONARY PERIOD**

1. Objective: The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized by supervisors for closely observing the employee's work, for securing the most effective adjustment of a new employee to his position, and for rejecting any employee whose performance does not meet required work standards.
2. Duration: Every person certified and appointed to a regular position shall be required to complete successfully a probationary period, which shall be twelve (12) months in length, enabling the supervisor to observe the employee's ability to perform the various duties pertaining to the position. The working test (probationary period) shall begin with the first day of employment.
3. Dismissal: At any time during the probationary period, the appointing authority may dismiss an employee if the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily or that his habits and dependability do not merit his continuance in the service. Upon such removal, the appointing authority shall report to the employee removed his actions and reasons therefore. Any employee who is found to have been responsible for fraud or error in the appointment process shall be dismissed immediately upon verification of this fact by the Town Manager.
4. Retention of Employee after Probationary Period: At least ten (10) days prior to the expiration of an employee's probationary period, the Town Manager shall request in writing from the supervisor whether the services of the employee have been satisfactory, and whether he desires to continue the employee in the position, or whether an extension of the test period is necessary. The employee shall be notified of the action taken. A progress report on the employee's performance by the supervisor shall be provided at the end of six (6) months of employment to the employee and the Town Manager.
5. Reinstatement in Former Class: An employee appointed from a promotional list who does not successfully complete his/her probationary period may, upon recommendation of the supervisor involved, may be instated by the Town Manager to a position in the class occupied by the employee immediately prior to his/her promotion if a vacancy in that class exists at that time.
6. Benefits during Probationary Period: An employee during the probationary period in a permanent full-time position shall be entitled to holiday leave, rest periods, and participation in the Town insurance programs, and earn sick leave, vacation, longevity as provided in other sections of these rules.

**RULE 8 – IN-SERVICE ACTIVITIES**

1. **Employee Training:** In order that employees may perform their work more efficiently and be able to qualify for positions of increasing difficulty and responsibility, the Town Manager shall promote a system of employee training. The Town shall support a three-part training program:
  - a. On-the-job training in the immediate tasks of the job;
  - b. Attendance at special short courses, conference and meetings on matters of concern to the current performance on the job;
  - c. Reimbursement, up to \$2,000, per Town budget year (July 1 – June 30) for a Bachelor’s degree and up to \$2,400 per Town budget year (July 1 – June 30) for a Master’s degree in tuition and books paid upon the satisfactory completion of a previously approved course in a systemized educational program in an accredited college or university; and
  - d. Requests for tuition reimbursement in Item C above shall be submitted annually to the Finance Director prior to February 15<sup>th</sup> for inclusion in the next fiscal year’s budget.
2. **Service Ratings:** In cooperation with supervisors, the Town Manager may establish a system of service ratings based upon standards of performance. Such standards shall have reference to the quality and quantity of work done; the manner in which the service is rendered, the faithfulness of employees to their duties, and such other characteristics as will measure the value of the employees to the Town service. The service ratings shall be considered in determining salary increases within the limits assigned by the pay plan; as a factor in promotional examinations; as a factor in determining layoff order when the number of employees must be reduced because of work or funds and the order in which the names are to be placed on reemployment lists; and as a basis for the demotion or transport dismissal of an employee. Service ratings shall be available for review by the employee. Supervisors shall review the service ratings with the employee concerned.

**RULE 9 – DISCIPLINE AND SEPARATIONS**

1. **General Definition:** Discipline shall consist of three (3) types: 1) oral or written reprimand; 2) demotion; and 3) suspension. Separation shall comprise of three (3) types: 1) layoffs; 2) dismissals; and 3) resignations.
2. **Oral and Written Reprimand:** A supervisor may, for disciplinary reasons, communicate an oral reprimand to an employee. If an oral reprimand fails to correct the behavior, a written reprimand shall be communicated to the employee. This reprimand shall become a part of the employee’s personnel file.
3. **Demotions:** The Town Manager may reduce the salary of an employee within in the range provided in the pay plan or demote the employee for cause. A written statement of the reasons for any such actions shall be furnish to the employee and a copy filed in his personnel file. Any regular employee who is demoted may appeal to the Personnel Review Board within ten (10) days after notification of such action.
4. **Suspension:** A supervisor, with the approval of the Town Manager, may for disciplinary purposes, suspend without pay an employee for a period not to exceed five (5) calendar days at any one time. The Town Manager, prior to approving the suspension, will be furnished with

a written statement specifically setting forth the reasons for such suspension. Upon request, a copy of such statement shall be furnished to the affected employee. The Town Manager may, for disciplinary purposes, suspend without pay an employee for a period not to exceed thirty (30) calendar days at any one time unless there are specific requirements that must be met prior to a return to work. Any permanent employee who is suspended shall have the right to appeal within ten (10) days to the Personnel Review Board.

5. Layoff: The Town Manager when notified by the supervisor that there is a shortage of work or funds, the abolition of the position, or other materials change in the duties or organization, or for other related reasons which are outside the employee's control and which do not reflect discredit upon the service of the employee, may institute a layoff. The duties performed by any employee laid off may be reassigned to other employees already working, who hold positions in appropriate classes. No regular employee shall be laid off while another person in a classified service system position is employed on a probationary or temporary basis in the same class in that organizational unit. No temporary or permanent separation of an employee from the service, as a penalty or disciplinary action shall be considered as a layoff.
6. Dismissals: Dismissals are discharges or separations made for misconduct, incompetence, or other just causes. The Town Manager, may dismiss any employee, but no dismissal of a permanent employee shall take effect unless, prior to the effective date thereof, the Town Manager gives to such employee a written statement setting forth in substance the reasons therefore. Any permanent employee who is dismissed shall have the right to appeal within ten (10) days to the Personnel Review Board.
7. Resignations: To resign in good standing, an employee must give the supervisor at least fourteen (14) calendar days' prior notice unless the appointing authority agrees to permit a shorter period of notice. A written resignation shall be supplied by the employee to the supervisor citing reasons for leaving. The resignation shall be forwarded to the Town Manager with a statement by the supervisor as to the resigned employees' service performance, information on the cause for resignation, and a recommendation on reemployment. Failure to comply with this rule shall be entered on the service record of the employee and may be cause for denying future employment by the Town. The Town Manager may conduct an exit interview and shall advise the Finance Department of the resignation for their documentation, etc. The resignation of any employee who fails to give notice shall be reported to the Town Manager by the supervisor immediately. The Town Manager may take steps to verify reasons for any resignation; he shall notify the employee in writing as to the acceptance of his resignation; and shall notify the Finance Department of the effective date of resignation.
8. Exit Interviews: Exit interviews may be conducted upon separation for the purpose of closure; Town property will be returned to the Town; letters of recommendations may be written.

#### **RULE 10 – EMPLOYEE COMPLAINTS AND GRIEVANCES**

1. Complaints and Grievances Other Than Those Relation to Classification, Reclassification or Allocation of Positions, Demotions, Suspensions, or Dismissals: Complaints which involve any action pertaining to classification, reclassification or allocation of positions may be appeals to the Personnel Review Board within ten (10) days of the action in question. Complaints involving demotion, suspension or dismissal shall be handled by the Personnel Review Board as provided by Rule 9-3, Demotions and Rule 9-6, Dismissals. All other

complaints and grievances an employee may have because of any action affecting his status or conditions of employment shall be handled as follows:

Informal Procedure

- a. The aggrieved employee shall take up his/her grievance with his/her immediate supervisor or department or division head, who then may take the necessary steps to adjust the complaint.

Formal Procedure

- a. In cases of an alleged violation, misinterpretation or misapplication of any of the specific terms of the Personnel Rules, the aggrieved employee may pursue the following formal procedure:
  1. The aggrieved employee must submit his/her grievance in writing to his/her immediate supervisor or department or division head within ten (10) days of the time the aggrieved employee knew or reasonably should have known of the event or condition-giving rise to the grievance or the grievance shall be waived. The immediate supervisor or department or division head shall respond within ten (10) days.
  2. If the immediate supervisor or department or division head is unable or unwilling to adjust the grievance, the aggrieved employee shall submit his/her grievance in writing to the Town Manager within ten (10) days of the receipt of the answer from the immediate supervisor or department or division head or the grievance shall be waived. The written grievance shall include all pertinent facts of the case.
  3. Within ten (10) days after receiving the complaint, the Town Manager shall call a meeting, which may include the supervisor or department or division head, the aggrieved employee and any other person or persons involved in the complaint. The Town Manager shall preside at the meeting and hear the entire case to obtain all of the facts.
  4. The Town Manager shall make a complete report of his finding and render a decision to the employee and the supervisor or department or division head in writing.

**RULE 11 – GENERAL PROVISIONS**

1. Political Activities of Employees: No paid employee in classified service shall continue in the service of the Town after becoming a candidate for nomination or election to any public office in the Town. As to other political activities, an employee shall not participate in any political activity that will bring into question the fairness, objectivity and impartiality that is required in the exercise of his/her duties. Employees who elect to participate in political activities should understand it may result in the development of animosities. Section 7-241 and 7-421b of the Connecticut General Statutes governs the political activity of classified municipal employees. Employees shall comply with the Hatch Act. No person employed in the classified service may: 1) use his/her official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office; 2) directly or indirectly coerce, attempt to coerce, command or advise a State or local officer or employee to pay, lend or

contribute anything of value to a party, committee, organization, agency or person for political purposes.

2. Conflict of Interest: Any appointed official, or any Town employee, who has a financial interest in any matter to be acted upon or coming before his/her board, commission or office shall make full record disclosure in writing of that interest, which shall be incorporated in the minutes of the particular board, commission or office, and a full copy of such minutes shall be filed in the office of the Town Clerk, and he/she shall be disqualified to act in any way upon such matter.
3. Gratuities: No employee shall accept gifts or gratuities. Gratuities may be defined as cash, gifts, redeemable certificates, meals, trips, paid conference, etc. The acceptance of a gratuity shall be grounds for disciplinary action up to and including terminations from employment. Each incident shall be reviewed on a case-by-case basis and at the discretion of the Town Manager. If the rejection of gratuity may cause uncomfortable or negative feelings, the employee may use his/her discretion in forwarding the gratuity to his/her supervisor. The supervisor may donate the gratuity to an appropriate local agency or the Town's Human Service Office.

### **RULE 12 – ATTENDANCE AND LEAVES**

1. Regular Work Schedule: Average work periods for most employees, except for those covered by certain collective bargaining contracts, are:

Town Hall:	8:30 a.m. - 4:30 p.m.
Library:	Per Contract
Highways & Parks:	Per Contract
Police:	Per Contract

The official workweek of regular full time Town employees shall be a five (5) day, forty (40) hour workweek which includes a one-hour lunch period.

2. Absences, Tardiness and Early Departures: For unsatisfactory reasons shall be grounds for disciplinary action by the supervisor. Employees shall not be paid for the time lost due to absences, tardiness and early departures for unsatisfactory reasons. Upon the request of a supervisor, the Town Manager may adjust the hours of any individual employee. The Town Manager, in changing the hours of work, may also adjust the employee's pay, if he/she believes it is warranted.
3. Sick Leave: Sick leave with pay shall be granted to all full time permanent and probationary employees at the rate of one and one-quarter (1-1/4) work days for each full month worked. Sick leave shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of actual sickness, disability of the employee, or at the discretion of the supervisor in the case of sickness in the immediate family, requiring his attendance upon the ill member, medical-dental appointments or quarantine restrictions. For employees hired prior to July 1, 2014, sick leave is to be accumulated without any maximum limit during the employee's period of service. For employees hired after July 1, 2014, sick leave may be accumulated to a maximum of two hundred (200) days.

Continued abuse of the sick leave privilege shall be considered sufficient cause for suspension or dismissal. To receive compensation while absent on sick leave, the employee shall notify his/her supervisor, prior to the time set for beginning his/her daily duties, as may be specified by the supervisor. Failure to notify the supervisor prior to the employee's starting time, or within one half (1/2) hour of said time, may subject employee to disciplinary action.

A physician's statement detailing the illness and a return to work date may be required for any employee out three (3) consecutive days or more. Where a certificate is requested and is not presented, at the discretion of the supervisor, such absence may be applied to the balance of any approved leave, to leave without pay, or may be grounds for disciplinary action. An independent physician's examination (fit for work examination) may be required for any employee suspected of abusing the sick leave privilege. If an employee is found NOT FIT for duty, consequences shall be in accordance with laws of the State of Connecticut.

A request for sick leave form must be filled out immediately upon the employee's return to work.

Sick leave shall be recorded regularly in the personnel records, and the Town Manager shall review all such records periodically. Sick leave pay shall supplement weekly accident and sickness payments made under the Town's insurance program so that the employee receives his full pay and not full pay plus accident and sickness payment. The employee's sick leave account will be charged on a pro rata basis (percentage of total payment represented by sick leave).

4. Holidays: Any full-time employee in the Town Hall and Library shall be granted time off with pay for the holidays listed below:
  1. New Year's Day
  2. Martin Luther King Day
  3. President's Day
  4. Good Friday
  5. Memorial Day
  6. Independence Day
  7. Labor Day
  8. Columbus Day
  9. Thanksgiving Day
  10. Friday Following Thanksgiving
  11. Christmas Day
  12. One-half day before Christmas and One-half day before New Year's Day
  13. Employee's Birthday (As of January 1, 2018, employees' birthdays will not be recognized as holidays.)

Paid holidays shall not apply to part time (less than 20 hours as defined in Rule 2-6) or per diem employees; probationary employees shall be eligible for paid holidays. When a holiday falls on a Saturday, the preceding Friday shall be the day off; when a holiday falls on a Sunday, the following Monday shall be the day off.

Employees shall not be paid for holidays unless they work the last day prior to the holiday and the next workday after the holiday, unless such employees are on approved leave.

5. Bereavement Leave: Full time permanent employees shall be granted a leave of absence with pay for a maximum of three (3) days for the purpose of attending funerals in their immediate family or for the purpose of attending to other family obligations related to the funeral in the immediate family as defined in Rule 2(3), provided such leave is approved, by their supervisor and the Town Manager. For others not included in this section, approval may be obtained on a case-by-case basis from the Town Manager. When warranted, the Town Manager upon request may authorize additional bereavement leave.
6. Other Leave: Leave with pay may be authorized for duly accredited delegates to attend State or National meetings of professional societies and organizations, as well as for the purpose of attending approved training courses and professional conference after an employee completes his/her required probationary period. Leave of absence with pay may also be granted for other than the above purpose if in the opinion of the Town Manager, such leave shall benefit the interests of the Town.
7. Injury Leave: Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to the absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his duties. The Town shall supplement payments due the employee under Workers' Compensation so the employee will receive full pay during his absence for a period not to exceed twelve (12) weeks and employees signs over the Workers' Compensation weekly benefit checks to the Town. In the event of an injury causing temporary disability and absences of less than four (4) days, the employee shall receive his regular salary for such periods since payments are not made under Workers' Compensation for such accidents. In the event of a permanent total disability or death resulting from an accident on the job, supplemental payments shall be made to the employee, or the employee's next of kin, for a period not to exceed six (6) months. All payments on injury leave shall be subject to the same rules and regulations as Workers' Compensation insurance and shall not be payable if the injury is the result of intoxication or willful misconduct on the part of the employee. Lost time under injury leave shall not be charged to vacation or sick leave accruals.
8. Military Leave: Military leave not to exceed fourteen (14) days annually shall be granted to full time permanent employees when required to serve on active duty, reserve, or National Guard duty, and the employee's regular salary shall be continued provided the employee signs over military pay to the Town. In the case of a permanent full-time employee who is a member of any military reserve unit or National Guard being called to duty because of a national emergency, the Town shall pay the excess, if any, of that employee's base pay at the time of the call to duty over the total compensation received for military service. The employee may purchase Town health insurance, if desired, if not covered by the military. The employee must provide the Town with copies of pay stubs showing his/her military service pay. The employee will not continue to receive this benefit if he/she does not return to his/her Town job within fourteen (14) days after National emergency or orders have ended or release from the military. The employee will not lose any seniority but no additional benefits will be earned.

In the event of death, this benefit will cease immediately. This shall be for a period of the emergency only. This shall apply to all full time Town employees who work regular 35/40-hour workweeks. Payment under this benefit shall be made on a monthly basis. This is in addition to any State or Federal regulation (This incorporates a policy adopted by the Town Council in October 1990).



9. Absence Without Leave: An unauthorized absence from duty during required hours of attendance, whether for a day or more, or for any part of a day, shall be treated as absence without leave. Such absence may be made grounds for disciplinary action. Where conditions warrant and adequate reasons are given for failure to secure prior authorization, the absence may be authorized by a later grant of leave. If an employee is absent without leave for four (4) consecutive days, his employment with the Town automatically terminates.
10. Loss of Holiday, Vacation or Sick Leave: If an employee is suspended for ten (10) or more working days in any calendar month, or is absent without leave for two (2) or more days in any calendar month, he does not accrue any vacation or sick leave for that month. Any holiday occurring in conjunction with leave without pay, or doing an employee's suspension, shall be forfeited by the employee.
11. Rest Periods: Each full-time employee shall be permitted a ten (10) minute rest period during each half of the daily schedule, if convenient to the operation of the Town and the department work schedule; otherwise, time shall be at employee's desk.
12. Vacation Leave: A full-time employee shall be entitled to five (5) paid days of vacation leave upon completion of six (6) months of service, not to be used until satisfactory completion of the first six months of the probationary period.

A full-time employee shall be entitled to his full vacation leave as of January 1st.

Full-time employees shall be granted vacation leave as follows:

<b>Upon Completion of:</b>	<b>Employee Granted:</b>
1 year	10 days
2 years	11 days
3 years	12 days
4 years	13 days
5 & 6 years	15 days
7 & 8 years	16 days
9 years	17 days
10, 11 & 12 years	18 days
13 & 14 years	19 days
15 years	20 days

Earned vacation must be taken during the calendar year. Employees may carry-over a maximum of ten (10) vacation days to the next calendar year without the prior approval of the employee's respective supervisor or the Town Manager. Vacation carry-over time must be used by June 30<sup>th</sup>.

13. Vacation Leave, Professional Staff, Town Hall: In addition to receiving the annual leave noted in #12 above, Town Hall professional staff will receive additional annual leave as follows:
  - a. Full time professional staff with one (1) through nine (9) years of service shall be entitled to two (2) additional vacation days.
  - b. Full time professional staff with ten (10) years of service and above shall be entitled to four (4) additional vacation days.

Vacation time will not be accrued during an employee's extended absence after twelve weeks of absence.

Requests for vacations must be submitted to the employee's supervisor at least one (1) week in advance of the starting date. Vacation leave requests must be approved by the supervisor and the Town Manager. In the case of Directors or Department Heads, the Town Manager must approve all vacation leaves prior to the vacation. In the event of any conflict on dates when vacation leave is requested, seniority shall govern priority. Vacation leave shall be scheduled within a department so service is not adversely affected. The employee's supervisor shall determine vacation schedules. No more than two (2) weeks' vacation may be used at any one time without prior written permission from the Town Manager. Requests for vacation beyond two (2) weeks at any one time will only be granted for extenuating circumstances and will not be granted if deemed detrimental to the operation of the employees department. Requests not filed for extended vacation leave in a timely manner will be automatically rejected. The Town reserves the right to limit the number of employees on vacation at any one given time, but within these limitations seniority shall govern. Under no circumstances shall personal time be combined with vacation time to extend or take additional vacation.

A full-time employee who works less than six (6) months shall not be entitled to a vacation or vacation pay, upon separation. For full time employees who have worked longer than six (6) months will receive payment for all vacation time upon separation. Payment will be at the time remaining on the books after deducting any vacation time used for the balance credited on January 1st of each year.

Additional salary in lieu of vacation will not be paid to an employee, since the purpose of vacation is rest and relaxation.

14. Jury Leave: Jury leave is provided for regular full-time employees ordered to serve jury duty precluding their being available for work. Up to a maximum of four (4) weeks, the Town will make payments to supplement the sum paid by others for jury duty in order to provide the employee with his normal daily and weekly compensation. Jury leave may be extended up to an additional three (3) weeks, with the Town's payment reduced to provide the employee with two thirds (2/3) of his normal daily and weekly compensation for this additional period. To receive the Jury Leave payments described above, the employee will be required to execute an agreement similar to one described in Appendix B.
15. Personal Leave: As of January 1, 2018, each full-time employee shall receive up to five (5) days of personal leave per calendar year to be used after the completion of their probationary period. Regular part time employees who work up to five (5) days per week will receive up to two (2) days of personal leave per calendar year on a pro-rated basis in accordance with Rule 16 Section 1.
16. Snow Day: A non-work day for which an employee receives full pay when established by the Town Manager or Acting Town Manager and the Town Hall and Library are closed. Essential employees may be required to work.
17. Day of Mourning: A non-work day established by the Town Manager or Acting Town anager based upon action of the Governor or President. Personnel required to work on this day shall have a day off at a different time and not paid for as a holiday.

18. Family and Medical Leave: An employee who has been employed for twelve months or more is eligible to request FMLA Leave for a maximum of twelve (12) weeks for the reasons below:
- a. To care for your spouse, child or parent who has a serious health condition, or when you are unable to work because of your own serious health condition;
  - b. Conditions requiring an overnight stay in a hospital or other medical care facility;
  - c. Conditions that incapacitate you or your family member for more than three (3) consecutive days and require ongoing medical treatment;
  - d. Chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider;
  - e. The birth of a child and to bond with the newborn child or for the placement of a child for adoption or foster care and to bond with that child. Both men and women have the same right to take FMLA leave to bond with their child but it must be taken within one (1) year of the child's birth or placement and must be taken as a continuous block of leave.

An employee who has accumulated leave balances shall use available leave balances for FMLA in the following order: sick time, personal time, and vacation. All FMLA leave shall run concurrently with any leave granted pursuant to workers' compensation leave or any other law or collective bargaining agreement. Health insurance will continue to be provided and the employee will continue to make any premium share contributions even if they have exhausted all leave balances.

Employees requesting FMLA must provide the Town with appropriate notice, if the employee knows in advance that they will need FMLA as soon as the need for FMLA is known. The Town will then respond in writing within five (5) days as to whether FMLA has been granted. Pursuant to federal law, FMLA may be granted once in a twelve-month period (with the twelve-month period being defined as twelve months from the actual start date from a previously granted FMLA).

The Town may request a medical certification from the employee. If there is a request for medical certification, the employee must provide said certification within fifteen (15) days of the request. It is the employee's responsibility for the cost of providing said certification from the health care provider. If the employee fails to provide the requested medical certification, the FMLA leave request will be denied.

The medical certification must include some specific information including:

- a. Contact information for the health care provider;
- b. When the serious health condition began;
- c. How long the condition is expected to last;
- d. Whether the employee is able to work or if the family member is in need of care; and
- e. Whether the leave needs to be continuous or intermittent. If intermittent, the certification should include an estimate of how much time you will need for each absence, how often

each absence will be required and information establishing the medical necessity for taking such intermittent leave.

If the Town finds the necessary information is missing from the certification, it must notify the employee in writing of what additional information is needed to make the certification complete and the employee must provide the missing information within seven (7) calendar days.

If the Town has concerns about the validity of the certification, it may request a second opinion at the Town's expense. If the first and second opinions differ, the Town may request a third opinion at the Town's expense.

**RULE 13 – INSURANCE**

1. **Introduction:** This rule and summaries included in the APPENDICES describe insurance benefits. The insurance descriptions contained in this Agreement and APPENDICES are descriptive only and are not insurance policies. All questions or issues concerning insurance coverage and related matters shall be determined by reference to the actual insurance policy documents issued or possessed by the insurers. In the event of error or misstatement in these Personnel Rules or APPENDICES, the insurance policies shall always prevail.
2. **Eligibility:** Health insurance benefits shall be in accordance with the provisions set forth in this Rule.
3. **Group Medical Insurance:** The current health insurance plan (Century Preferred PPO Plan), including benefits and costs, shall remain in effect until June 30, 2021 as described in APPENDIX I. Effective July 1, 2021, employees shall be moved into the High Deductible Health Plan (HDHP) with Health Savings Account (HSA) as described in APPENDIX J. For any employee ineligible for the HSA, the Town will establish a Health Reimbursement Account (HRA). The Town's obligation under the HRA will be equivalent to its obligation to fund the HSA in any given year as set forth in Section 4 below.
4. **Premium Share - Medical and Dental:** Employees' health insurance premium share will be as follows below:

<b>Effective Date</b>	<b>Employee Share</b>	<b>Medical Plan</b>	<b>Employer HSA Funding</b>	<b>HSA Funding Date to be Paid</b>
July 1, 2020	16%	Century Preferred PPO Plan Only		
July 1, 2021	10%	HDHP	100%	To be paid in full on August 1, 2021
July 1, 2022	10%	HDHP	60%	To be paid twice annually as follows: the first payroll following August 1 and January 1
July 1, 2023	14%	HDHP	50%	To be paid twice annually as follows: the first payroll following August 1 and January 1

Regular part-time employees who work twenty (20) hours or more per week but less than thirty (30) hours per week shall pay a premium share in accordance with Rule 17.

5. Medical Insurance Waiver: Employees not receiving this insurance waiver benefit on July 1, 2014 will not be eligible for the benefit outlined below. Employees may elect, on a completely voluntary basis, to waive their right to participate in the medical/dental insurance plan offered by the Town. In consideration for the voluntary waiver of such coverage and upon presentation of proof of alternate insurance then in place covering the employee, the Town will pay to the employee fifty percent (50%) of the total health insurance premium for the qualifying waived coverage capped at the rate in effect on July 1, 2009. Payments will be paid in equal installments based on the number of payroll pay dates during that fiscal year.

In the event of changed circumstances that require the qualifying employee to revoke his/her insurance waiver, the employee must provide the Town with notice of such changed circumstances and return any money received from the Town in exchange for such waiver to the Town on a prorated basis. Insurance coverage waivers are subject to any limitations or restrictions, which may be imposed by the applicable insurance carriers. Qualifying employees who waive insurance coverage and subsequently apply for reinstatement shall be subject to all restrictions for reinstatement imposed by the applicable insurance carriers, including all waiting periods. Such additional annual compensation shall not be considered part of the employee's annual salary or wage but will be considered taxable income.

An employee's election to select or waive group medical insurance shall remain in effect for a minimum of two (2) years or until the occurrence of a "qualifying event" as defined by the insurance company subject to any regulations or restrictions, including waiting periods which may be prescribed by the insurance carrier. A change in election shall also remain in effect for a minimum of two (2) years. Any employee eligible to make such election (other than an election made upon initial employment) shall make the election during the month of February by submitting the appropriate election form to the Payroll Office. Such election shall become effective on the next April 1<sup>st</sup>.

A **qualifying event** is generally defined as marriage or divorce; birth, adoption, or placement for adoption; death of dependent; change in employment status of self or dependent; loss of other coverage, or loss of dependent status. If an employee has questions as to what matters to meet the definition of a qualifying event, the employee should reference the actual insurance policy documents issued or possessed by the insurer, or speak with an insurance carrier representative, the Town's Benefits Administrator, or Human Resources.

6. Group Dental Coverage: All employees may elect to enroll in the Dental Plan, as described in APPENDIX K.
7. Section 125 Pre-Tax Contribution: In accordance with Public Act No. 07-185, any employee for which any portion of the premiums for health insurance are deducted from the employees' pay shall be offered the opportunity to have such portion excluded from their gross income for state or federal income tax purposes, except as required under Section 125 of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, from time to time amended. In order to be eligible for this benefit, a salary reduction agreement signed by the employee must be submitted.
8. Retiree Medical Insurance Coverage for Employees Retiring Before July 1, 2021: Employees hired after January 1, 2009 will not be eligible for post-retirement medical benefits.

a. Twenty (20) Years of Full Time Service and Attained Age 55

The Town will continue to pay the applicable cost of group medical/dental insurance coverage in effect (PPO Plan) for the employee and fifty percent (50%) for the employee's spouse upon the employee's retirement unless the employee has similar group coverage with a new employer, from the employee's date of retirement to Medicare Part A eligibility. The retiree's payment must be received in advance, monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. Upon Medicare Part A eligibility, the retiree must enroll in Medicare Part A and B. The Town will assume the full cost of supplemental Medicare coverage for the retiree and one half (½) for the retiree's spouse provided the retiree pays all costs, in advance, monthly or quarterly. If an employee dies, his/her spouse may continue this benefit.

b. Ten (10) Years of Full Time Service

Group Medical/Dental insurance benefits in effect (PPO Plan) will be continued for retirees, but not for the spouse or dependents, from the employee's date of retirement to Medicare Part A eligibility. In this case, the retiree will pay the full cost of this coverage. The retiree's payment must be received in advance, monthly or quarterly. A vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This coverage will terminate if the employee has similar group coverage with a new employer. Upon Medicare Part A eligibility, the retiree may obtain supplemental Medicare coverage for the retiree and spouse provided the retiree enrolls in Medicare Part A and B. The retiree will assume full cost of the supplemental Medicare coverage and will pay in advance, monthly or quarterly.

9. Retiree Medical Insurance Coverage for Employees Retiring On and After July 1, 2021: Employees hired after January 1, 2009 will not be eligible for post-retirement medical benefits.

a. Twenty (20) Years of Full Time Service and Attained Age 55

The Town will continue to pay the applicable cost of group medical/dental insurance coverage in effect (HDHP with HSA) plus one thousand dollars (\$1000.00) in lieu of the employer's HSA contribution for the employee and fifty percent (50%) plus five hundred dollars (\$500.00) in lieu of the employer's HSA contribution for the employee's spouse upon the employee's retirement unless the employee has similar group coverage with a new employer, from the employee's date of retirement to Medicare Part A eligibility. The retiree's payment must be received in advance, monthly or quarterly. A terminated vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. Upon Medicare Part A eligibility, the retiree must enroll in Medicare Part A and B. The Town will assume the full cost of supplemental Medicare coverage for the retiree and one half (½) for the retiree's spouse provided the retiree pays all costs, in advance, monthly or quarterly. If an employee dies, his/her spouse may continue this benefit.

b. Ten (10) Years of Full Time Service

Group Medical/Dental insurance benefits in effect (HDHP with HSA) will be continued for retirees, but not for the spouse or dependents, from the employee's date of retirement to Medicare Part A eligibility. In this case, the retiree will pay the full cost of this coverage. The retiree's payment must be received in advance, monthly or quarterly. A vested employee who leaves the Town service and who subsequently retires will not be eligible for this coverage regardless of years of service. This coverage will terminate if the employee has similar group coverage with a new employer. Upon Medicare Part A eligibility, the retiree may obtain supplemental Medicare coverage for the retiree and spouse provided the retiree enrolls in Medicare Part A and B. The retiree will assume full cost of the supplemental Medicare coverage and will pay in advance, monthly or quarterly.

10. Group Medical/Dental Insurance upon Death of Employee:

- a. If an employee dies while actively employed by the Town and his/her spouse is age 60 or older, said spouse may continue on the Town's medical/dental insurance until such time as he/she becomes eligible for medical/dental insurance either private or governmental (including Medicare) at the same premium share being paid at the time of the employee's death.
- b. Once the spouse of an employee who dies while actively employed and who was covered under section (a) above become eligible for Medicare, he/she shall transfer to the Town's supplemental Medicare insurance at fifty percent (50%) of the premium cost, payable monthly in advance provided the spouse enrolls in Medicare Part A and B.

11. Group Life Insurance: \$20,000 in group life insurance is provided for all non-bargaining employees. Basic benefit is double in the event of accidental death. Effective September 1, 2008, this coverage will not be subject to any premium share on the part of the employee therefore the employee shall not have the right to waive coverage.

In addition, for the Pension Plan participants, group life insurance in the amount of one and one half (1 ½) times the salary is provided as part of the Retirement Plan. This amount cannot exceed \$150,000 and is not subject to premium share.

12. Group Long Term Disability: Non-bargaining employees shall be entitled to Long Term Disability Insurance for injury or sickness to begin on the later of: a) the date all accrued sick leave has been used; or b) 180 days.

Benefit Percent: 67% of current salary with a minimum of the greater of 10% or \$100

Maximum Monthly Benefit: \$7,000

The Town will assume the full cost of this plan.

13. Change of Carriers: The Town reserves the right to change insurance providers.

14. COBRA Continuation Coverage and HIPAA: The Town is in compliance with State and Federal laws.

- a. Full group health insurance coverage for eligible employees and their dependents may be continued in force (in accordance with federal COBRA regulations) for a specific statutory period of time for employees and/or dependents that would otherwise lose their coverage. Such coverage is subject to individual election by the employee and each dependent and is available at the Town's cost plus two percent (2%); payable monthly in advance.
- b. Employees, who would otherwise lose their group health insurance coverage, and who are eligible for Medicare may also continue coverage of their individual group health insurance coverage (in accordance with COBRA regulations) for a specific statutory period of time and is available at the Town's cost plus two percent (2%); payable monthly in advance.
- c. Notice of changes under HIPAA to COBRA Continuation Coverage under Group Health Plans (see Appendix G).

#### **RULE 14 – SOCIAL SECURITY AND RETIREMENT**

1. **Social Security:** Social Security coverage shall apply to all employees not exempt by Statute or by agreement with the State. Sworn Police personnel are excluded. All employees, including sworn Police personnel hired subsequent to April 1, 1986 are subject to Medicare portion of Social Security.
2. **Retirement:** The Town participates in a retirement system coordinated with Social Security coverage as provided for by the Town. The Town provides a Defined Benefit Plan or a Defined Contribution Plan for employees, depending on the employee's date of hire. Employee participation in the Defined Benefit Plan and Defined Contribution Plan is mandatory. While actively employed by the Town, employees are eligible for life insurance.

Generally, the Defined Benefit Plan requires a 4% contribution from employees from January 1, 1988 through December 31, 1992 and 3 1/3 % contribution from employees from January 1, 1993 through December 31, 1997 and 3% thereafter. Pre-retirement death benefits shall be paid in accordance with the Defined Benefit Plan. Employees hired after July 1, 2014 will not be eligible for the Defined Benefit Plan.

For those employees hired after July 1, 2014, in lieu of the Defined Benefit Plan, the Town has developed a Defined Contribution Plan; into which employees will contribute six percent (6%) of their base salary (depending upon union contract provisions) which will be matched by the Town at three (3%) of their base salary.

For both the Defined Benefit Plan and Defined Contribution Plan, full vesting is provided after five (5) years of employment. There is no Mandatory Retirement Age. Normal Retirement Age is sixty two (62), and Early Retirement Age is fifty five (55). With the exception of sworn police personnel, and employees noted in a Council resolution dated December 7, 1987, an employee must be age 18 (age 21 for exceptions noted above) to enroll..."

Complete information on employee benefits, such as group life insurance, group medical insurance, disability income and retirement plans, is maintained in separate booklets and materials on file in the Town Manager's office. The description of the Town's retirement



system in the Personnel Rules shall not confer on any employee any rights or benefits not specifically set forth in retirement plan documents.

**RULE 15 – AUTOMOBILE ALLOWANCE**

1. **Automobile Allowances:** Automobile allowances may be authorized for certain employees and officials where the Town does not provide a vehicle. Employees are encouraged to use Town vehicles on Town business. Allowances shall be on a mileage-rate basis allocation as deemed by the IRS per mile. In addition to mileage, the Town will reimburse for tolls and other out-of-pocket expenses where there are proper receipts. Employees on an automobile allowance must file evidence of insurance protection in such limits as the Town may establish. Monthly, employees on automobile allowance will certify in writing to the Town Manager mileage attributable to their jobs. A flat monthly automobile allowance may be established when it is deemed in the best interests of the Town and the employee, with the approval of the Town Manager. Advance approval must be obtained to be eligible for reimbursement for mileage and tolls.

**RULE 16 – SEPARATION ALLOWANCES**

1. **Retirement:** The Town participates in a retirement system coordinated with Social Security coverage (except for sworn police personnel) as provided for by the Town. Employee participation in the Defined Benefit Plan and Defined Contribution Plan is mandatory.
3. **Unused Leave Payments:**
  - A. **Vacation Leave:** All full time non-bargaining unit employees shall receive full payment for all earned but unused vacation leave upon separation from Town service.
  - B. **Sick Leave:** Department heads hired prior to July 1, 2009, separating from Town service in good standing, shall be entitled to a payout for unused sick leave based on the following schedule:

For separation after 20 years of service	60% of time accrued
For separation after 10 years of service	40% of time accrued
For separation after 5 years of service	20% of time accrued

Employees hired prior to July 1, 2009, who are eligible for retirement, or will be eligible for retirement and plan on retiring within the next three (3) fiscal years, may utilize the IRS Federal Catch-up provisions increasing the amount of contribution may opt to fill out either a MassMutual Pre-Retirement Catch-up Notification Form or an ICMA Declaration of Normal Retirement Age and Catch-up Worksheet and file it with the Payroll Office may utilize one-third of the payable sick time accumulation to make this contribution annually for those three (3) years between July 1<sup>st</sup> and August 31<sup>st</sup> annually.

4. **Death Allowances:** In the case of the death of an employee, all monetary remuneration owed to the employee by the Town shall be paid to the employee’s estate in accordance with Section 45266 of the General Statutes.

**RULE 17 – REGULAR PART TIME EMPLOYEES**

1. **Longevity and Paid Leaves:** Regular part time employees shall receive paid holidays, sick leave, longevity, personal days, and snow days as determined by the Town Manager, and

vacation leave on a prorated basis. These benefits shall be pro-rated by establishing the percentage of the standard work week (for their respective position) their work week represented and applying this to the holiday, sick leave, longevity, snow days as determined by the Town Manager, day of mourning when established by the Town Manager, and vacation leave for full time employees.

5. Medical and Life Insurance Benefits: Regular part time employees shall be entitled to purchase the group life insurance, group medical insurance, and group disability income insurance detailed in Rule 13 by paying in advance monthly forty-five percent (45%) of group premium rates.

**RULE 18 - LONGEVITY**

1. Annual longevity payments for full time non-bargaining employees shall be as follows:

Upon completion of 5 years of service	\$425
Upon completion of 10 years of service	\$525
Upon completion of 15 years of service	\$750
Upon completion of 20 years of service	\$1,000

Annual longevity payments shall be made in full upon the anniversary date of employment. If such date falls on a Saturday, employees will receive his/her payment on Friday and if it falls on Sunday, shall receive his/her payment on Monday.

Employees hired after July 1, 2014 shall not be eligible for this benefit.

**RULE 19 – VEHICLE USE**

1. Employees using a Town vehicle shall use seat belts and only use the vehicle on official Town business. The transporting of people, other than employees or officials or on a tour of facilities with a consultant or industrial or commercial prospect, is not permitted. Vehicles shall be operated at prudent speeds, and seatbelts must be worn by persons in the front seats. In the use of Town vehicles, “reasonable discretion” and “good judgment” shall be the guideline to be followed.

Any employee who operates Town-owned vehicles on roadways must hold a current Connecticut driver’s license, and must be listed as a driver on the Town’s auto insurance policy. A Town employee who observes mishandling of vehicles or equipment must report such mishandling to the Town Manager.

It is a violation of state law for any vehicle operator to engage in the operation of a motor vehicle while using a hand-held mobile/cell phone unless through “hands-free” operation or any other mobile electronic device while a vehicle is in motion. Employees operating a Town vehicle may not use text or view the hand-held mobile/cell phone while the vehicle is in motion. Texting while driving a Town vehicle is strictly prohibited.

Employees required to use their personal vehicle for Town business will be reimbursed mileage at the Federal rate in effect at the time of use. Employees must maintain a separate log in which they detail the date, time and purpose of use along with their starting mileage and the stopping mileage. Reimbursement must be submitted on a monthly basis.

**APPENDIX A – SALARY SCHEDULE**

Grade/Position – Salaries and increases are determined by the Town Manager based upon the Adopted Annual Town Budget.

**GRADE A**

Finance Director's Secretary

**GRADE B**

**GRADE C**

**GRADE D**

Executive Assistant to the Town Manager/Risk and Personnel Manager

**GRADE E**

Library Director  
Director of Building and Planning  
Town Clerk

**GRADE F**

Director of Parks, Recreation and Custodial Services

**GRADE H**

Director of Public Works  
Chief of Police  
Director of Finance

**APPENDIX B – JURY LEAVE AGREEMENT**

**AGREEMENT BETWEEN  
THE TOWN OF ROCKY HILL  
AND**

\_\_\_\_\_  
**(NAME OF EMPLOYEE)**

The Town agrees to:

- 1) Continue your biweekly/weekly paycheck in accordance with the provisions of Rule 12-14, Jury Leave of the Personnel Rules.

\_\_\_\_\_ (Name of Employee) agrees to:

- 1) Sign over to the Town within three (3) business days' any and all payments for jury duty he/she receives, up to a maximum of seven (7) weeks of jury duty.

**FOR THE EMPLOYEE:**

**FOR THE TOWN:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX C – ZERO TOLERANCE DRUG AND ALCOHOL POLICY**

**DEFINITIONS:**

**EMPLOYEE:** Any and all Full Time, Part Time, Bargaining, Non-Bargaining, Per-Diem, Volunteers, Contracted Services etc., personnel performing any duties for the Town of Rocky Hill in safety-sensitive positions (described herein) or non-safety-sensitive positions shall hereinafter be referred to as “employee(s)”.

**VEHICLE:** All town owned and insured automobiles, cruisers, trucks, vans, boats, marine equipment, fire engines and apparatus, ambulances, etc.

The Town of Rocky Hill (hereinafter referred to as the “Town”) is committed to implementation and enforcement of a zero tolerance policy in a fair and equitable manner, which promotes a safe and alcohol/drug free workplace. The Town respects the rights and privacy of all employees, vendors and contractors and will attempt to provide everyone with the peace of knowing the environment is free from drugs and alcohol, which may endanger the safety of everyone. All employees are asked for their support in assisting the Town to enforce a zero tolerance policy.

The Town prohibits the use of illegal drugs and/or alcohol by Town employees engaged in the performance of their duties. A drug/alcohol free environment is essential to a healthy productive workplace. The Town recognizes substance abuse may occur with an employee which will affect the performance of his/her duties. The Town also recognizes subsequent counseling and treatment for the employee MAY BE the appropriate course of action. The Town is NOT obligated to treat employees with drug/alcohol dependency issues and reserves the right to deny any treatment as a condition of continues employment. The course can be voluntary by the employee or mandated by the Town. The Town reserves the right to take disciplinary actions up to and including termination and will make that determination on a case-by-case basis.

The use, sale, possession or distribution of illegal drugs or the use of legally prescribed drugs in a manner not directed by a licensed physician, while at work, whether on or off Town property is strictly prohibited. Appearing under the influence of alcohol and/or drugs while at work is in direct opposition to the Town’s zero tolerance policy and is strictly prohibited. Any employee presenting for work must be in sound mental and physical condition to operate machinery, drive Town vehicles and be able to function to the maximum potential without any impairment, related to drugs and/or alcohol. Supervisors, who have a reason to suspect possible impairment, must address this issue and enforce the zero tolerance policy provisions immediately. The refusal by an employee with documented substance abuse to participate in a substance abuse screening, counseling and/or treatment program will result in disciplinary action up to and including termination. Failure to comply with a treatment plan will result in immediate termination.

The employee must voluntarily enter a substance abuse treatment program either with the Employee Assistant Program (hereinafter known as the “EAP”) or with an outside source when directed by the Town. Any employee who successfully completes an outpatient or inpatient substance abuse program may return to active employment with the approval of his/her supervisor and the Town Manager and/or his/her designee. However, the Town reserves the right to know whether or not the employee is active and participating in a program and if the employee is in compliance with the conditions of a treatment contract with the Town. After successful treatment

and placement in Relapse Prevention Program, the employee may return to work and/or full duties associated with his/her job. A second offense will result in immediate termination.

All applicants for employment are required to successfully complete a urinalysis drug/alcohol test as part of the pre-employment screening process. A positive screen will be considered sufficient grounds to disqualify an applicant from employment with the Town. Prospective applicants who have positive test results will be allowed to reapply for employment with the Town after waiting a period of six months, but will be required to successfully complete a urinalysis drug/alcohol test prior to employment.

The Town reserves the right to require an employee to undergo a medical evaluation and, when applicable, a urinalysis drug screening test, when there is reasonable suspicion that the employee is working under the influence of drugs and/or alcohol. Involvement in a work-related accident caused by suspected impairment of judgement or physical and/or mental ability may also result in an employee having to undergo medical evaluation and, where applicable, a urinalysis drug screening. A positive urinalysis test result will be considered sufficient grounds for disciplinary action up to and including termination. Refusal to have a urinalysis screen performed will automatically be considered a “positive” test result and will follow with immediate termination of employment.

The Town also reserves the right to randomly conduct urine tests for drugs and/or alcohol for employees who are in occupations designated as “safety-sensitive” occupations, which is defined by the Federal Transit Authority and described on pages 34 and 35 of this policy, and/or hold CDL licenses with the State. Employees who are selected must report as directed for testing. A positive test result will be sufficient grounds for disciplinary action up to and including termination. Determination of action will be on a case-by-case basis.

Failure to cooperate fully with the requirements of any drug/alcohol-screening test, including accurate completion of the required documentation will result in termination of employment.

An employee or applicant whose urine test result is positive may request a re-test of the original specimen. This request must be in writing to the Town within fifteen (15) days. All costs associated with a re-test under this program must be prepaid by the employee or the applicant including shipping and handling, transportation and testing. If the result is negative, the Town reserves the right to require the employee or applicant to provide a new urine sample for testing.

The legal use of prescribed drugs is permitted on the job if such use does not impair the employee’s ability to work safely and does not endanger and/or place other employees at risk provided in accordance with directions of the employee’s physician. Employees must keep all prescribed medications in the original container, which identifies the drug, date of the prescription, dosage and prescribing physician.

## **IMPLEMENTING REGULATIONS ON DRUG AND ALCOHOL USE FOR ALL EMPLOYEES**

This policy is designated to enhance productivity, safety and to foster excellence by maintaining a safe and productive environment for employees. The Town maintains a strong commitment to enforcing a zero tolerance drug and alcohol free work environment and has adopted this policy to provide guidance to supervisors and employees in dealing with the issue of substance abuse. This policy is applicable to all Town employees and previously described herein. The Town reserves

the right to conduct drug and/or alcohol tests for an applicant and/or current employee(s) in accordance with state and federal laws.

To further ensure the Town's commitment to providing a drug/alcohol free environment we have adopted the following policy:

- An employee and supervisor education training program;
- A drug and alcohol-testing program for employees and applicants for employment in safety sensitive and non-safety-sensitive positions;
- Procedures for evaluating employees who violate the drug and alcohol abuse policy; and,
- Administrative procedures for record keeping, reporting, releasing information and certifying compliance.

### **EMPLOYEE CATEGORIES SUBJECT TO TESTING**

All employees will be subject to the Town's drug/alcohol policy. Participation in this drug and alcohol policy is a condition of employment for all employees.

The Federal Transit Authority (hereinafter referred to as the "FTA") has determined that the term "safety sensitive" applies to all employees in a position to perform the following functions: (a) operate revenue service vehicles; whether or not the vehicle is in revenue service; (b) operate non-revenue service vehicles that require drivers to hold a Commercial Driver's License (CDL); (c) dispatch or control revenue service vehicles; and (d) maintain revenue service vehicles or equipment used in revenue service. In addition, the following positions have been determined by the Town:

- All bus operators; CDL License holders, heavy equipment operators, truck drivers, any and all Town owned and insured vehicles operated by personnel either full time or part time employed volunteer status and/or contracted, etc.;
- All maintenance personnel using revenue service vehicle and/or equipment; and
- All dispatchers.

This list is subject to amendment at any time. Supervisors who perform or who are likely to perform safety-sensitive functions also are considered safety-sensitive employees and will be included in the drug and alcohol testing program applicable to all safety-sensitive employees.

### **PROHIBITED CONDUCT**

#### **ALCOHOL**

Employees must not consume alcohol: 1) while performing a safety-sensitive function; 2) prior to performing a safety and non-safety-sensitive functions; and 3) for up to eight hours following an accident or until the employee undergoes a post-accident test, whichever occurs first. (NOTE: An on-call employee will be allowed to acknowledge, at the time she/he is called to duty, that she/he used alcohol and to indicate whether she/he believes she/he is capable of performing his/her duties. The Town will test ALL on-call employees who acknowledge alcohol use but want to report for work and perform their duties. Under Town regulations, on-call employees who admit drug/alcohol use are not subject to discipline for admitting such use. However, subsequent

admittance of drug/alcohol use while on “on-call status” may result in a disciplinary action up to and including termination.) As referred to in this policy, alcohol means any food, beverage, mixture or preparation, including any medication, containing ethyl alcohol or other low molecular weight alcohol. FTA regulations currently prohibit the performance of safety-sensitive functions when a prohibited alcohol concentration level is detectable.

## **DRUGS**

Employees are strictly prohibited from using or ingesting illegal drugs at any time. Manufacturing, distributing, dispensing, possessing or using controlled substance in the workplace is prohibited, pursuant to the Drug-Free Workplace Act. Pursuant to the Town’s zero tolerance policy, any employee who illegally manufactures, distributes, dispenses, processes, sells, attempts to sell, or arranges to sell a controlled substance to any other person while on duty, whether on or off Town property, or on Town property whether on or off duty, shall be subject to discipline up to and including termination. As referred to in this policy, controlled substance or drug means a stimulant, hallucinogenic narcotic, cannabin, or derivation or combination thereof, or any other substance as controlled by law. Pursuant to Town policy, this definition also applies to any other substance that impairs one’s ability to perform his/her job fully and safely. Town policy currently prohibits the performance of safety-sensitive and non-safety-sensitive functions when a prohibited level of any one or more of the four groups specified on page 41 of this policy is detectable in the employee’s urine or indicated by evidential breath testing.

## **DRUG AND ALCOHOL TESTING PROGRAM**

Employees will be subject to testing pursuant to Town policy as describe herein. Testing all employees and applicants over and above the requirements of FTA regulations is performed pursuant to separate authority of the Town.

Any testing procedures utilized by the Town will conform to applicable federal and state requirements and the Town will conduct the appropriate tests required by applicable law to determine if an employee has a controlled substance or a prohibited level of alcohol in his/her system.

Pursuant to Town policy, refusal by an employee to submit to required testing or failure to pass a drug or alcohol test will lead to disciplinary action up to and including termination. Refusal to take a test includes: outright refusal to submit to a test; inability to provide sufficient quantities of breath or urine to be tested without a valid medical explanation; engaging in conduct that clearly obstructs the testing process; or leaving the scene of an accident without a valid reason before tests are conducted without notifying the Town of where she/he can be located and reached for testing. Under the Town policy, refusal to take a test will constitute the equivalent of a positive drug/alcohol test.

Pursuant to Town policy, any employee who tampers with falsifies, substitutes, or adulterates and/or alters a urine sample, or breath test, or who attempts to do so, shall be subject to discipline up to and including termination.

The Town will adhere to all required standards of confidentiality. Testing records and results will be released only to those authorized to receive such information.



As a general policy, drug and alcohol testing may be conducted through the EAP office or conducted off Town property. Breath tests for alcohol and/or a urine sample may be requested. However, the Town reserves the right to administer breath tests separately from urine collections and to administer breath tests and/or urine collections on Town premises.

### **EMPLOYEE ASSISTANCE PROGRAM**

The Town has a commitment to assist its employees, where appropriate, through the Employee Assistance Program (EAP). A program will be created to meet your specific needs. Family participation is warranted. Confidentiality is guaranteed. You may access the EAP personally or you may be directed to meet with the EAP by your Supervisor. Depending on circumstances, successful intervention by EAP may eliminate the necessity for a disciplinary action. For more and complete information on EAP services contact the Town's EAP Provider or the Town Manager's Office.

### **TESTING PROCEDURES**

The Town will select an appropriate site and/or will use the EAP for the collection of urine and breath samples in accordance with Town policy. You will be provided, at a minimum, a private enclosure and toilet for urination, and facilities to wash your hands. You should expect to be treated with respect and dignity and all possible means should be exercised to protect your privacy. All steps will be followed to protect the employee and the integrity of the testing procedure, and the specimen itself to safeguard the validity of the test results. Proper identification should be provided should you be requested to produce the same.

Breath specimens will be collected through the use of an evidential breath test (EBT) device approved by the National Highway Traffic Safety Administration and will be administered by a breath alcohol technician (BAT) trained to proficiency in the operation of the same. (NOTE: Law enforcement officials certified by state or local governments to conduct breath alcohol tests are qualified as (BATS). For a test conducted by such an officer to be accepted under FTA alcohol testing regulations, the officer must have been certified by a state or local government to use the particular EBT used for the test.) If the result of the screening test is an alcohol concentration of 0.02 or less, no further testing is required, and the test results will be reported as negative. If the result is an alcohol concentration of 0.02 or greater, a confirmation test **MUST** be performed. The test will be conducted at least 15 minutes but not more than 20 minutes after the completion of the initial test. These steps will be taken to protect the employee and the integrity of the testing process, safeguard the validity of the test results and ensure the test results are attributed to the correct employee. You should be able to provide proper identification if requested to do so.

### **TESTING FOR CONTROLLED SUBSTANCES**

Drug testing of employees will cover the following drug groups:

- Opiates
- Depressants (alcohol is included in this group)
- Stimulants
- Hallucinogens

While drug testing by the Town normally will screen the above listed drug groups, the Town reserves the right pursuant to its zero tolerance policy, to perform other tests for controlled substances.

### **TESTING FOR ALCOHOL**

Alcohol testing of employees will use breath testing and/or urine testing. The Town reserves the right pursuant to its policy to perform drug/alcohol tests deemed necessary on any and all employees in order to enforce its zero tolerance policy.

### **ROLE OF THE MEDICAL REVIEW OFFICER (MRO)**

All urinalysis drug results will be communicated by the laboratory to a specially trained physician serving as MRO. The MRO will notify the Town if an employee's test result is negative. If the test result is positive, the MRO will contact the employee to discuss the test, to determine if the positive result is valid and to notify the employee that she/he has 72 hours to request a re-test. The Town will be notified that the employee has tested positive or negative no further information will be released to the Town.

### **ROLE OF THE SUBSTANCE ABUSE PROFESSIONAL (SAP)**

All employees who have a verified positive drug/alcohol test will be evaluated by a SAP or EAP to determine what assistance, if any, the employee needs to resolve problems associated with prohibited drug use or alcohol misuse. After evaluating such an employee, the SAP or EAP will recommend to the employee the steps if any she/he should take to resolve this problem. This can also be done through the EAP, as deemed appropriate.

Employees permitted to return to work following a positive test will be reevaluated by the SAP and/or EAP to determine the employee's compliance with SAP or EAP recommendations. After this evaluation, a recommendation to the Town or Department Head will be made with a follow-up program and/or relapse prevention program in place. There may also be a recommendation for random drug/alcohol screens following an employee's return to duty. A mutually agreed upon contract will be drawn up between the Town and the employee as a condition of continued employment. A breach or noncompliance with the contract conditions may lead to immediate termination.

### **TYPES OF TESTING**

1. Pre-Employment
2. Reasonable Suspicion
3. Post-accident
4. Random
5. Return to work
6. Follow up testing

#### **1. PRE-EMPLOYMENT TESTING**

All applicants for employment and incumbent employees seeking transfer will be informed in writing of the testing requirements and will undergo pre-employment drug/alcohol testing. (NOTE: A positive drug test is one, which reveals a prohibited level of a controlled substance. A positive alcohol test is one, which reveals a blood alcohol concentration of 0.04 or greater. An

employee who tests positive for drugs or whose alcohol test reveals a concentration of greater than 0.04 has failed the test.) The Town will not hire an applicant or transfer an employee to a safety-sensitive position unless the result of the applicant or employee's drug test is negative and the result of his/her alcohol test is less than 0.04.

The same procedure applies as previously mentioned for failed tests. In addition, an incumbent employee, by virtue of requesting a transfer to a safety-sensitive position, whose drug/alcohol test result is positive, will be subject to the same consequences as an employee whose results of a random drug or alcohol test were positive.

## **2. REASONABLE SUSPICION TESTING**

Employees will be required to submit to a drug/alcohol test when the Town has a reasonable suspicion that the employee has used drugs and/or alcohol. A trained supervisor observing and/or detecting signs of alcohol and/or drug use may make a determination that reasonable suspicion exists, based on specific contemporaneous observations concerning the appearance, behavior, speech and/or body odors of the employee or any other factors in accordance with the supervisor's training. A form has been created which supervisors must fill out immediately. (See Exhibit "A").

The Town will direct an employee to undergo reasonable suspicion testing for alcohol, only if such observations are made within the workday. A reasonable suspicion test must be performed within 8 hours following a determination of reasonable suspicion. If a reasonable suspicion test is not performed within two hours after such a determination, the Town will prepare and maintain a record stating the reason the test was not promptly administered.

A written record leading to a controlled substances reasonable suspicion test shall be made and signed by a supervisor or Town official within 24 hours of the observation or before the test results are released, whichever is first.

The employee who undergoes reasonable suspicion testing will be removed from service pending the test results. Negative test results will return the employee to his/her duties with no loss of pay.

If the test results are positive, the employee will be removed from his/her position and will be subject to discipline up to and including termination. The Town will make this determination. Minimally, the employee will be subjected to the same consequences applied to employees following random position test results. The Town is NOT obligated to rehabilitate or treat employees with drug/alcohol dependency issues and reserves the right to deny any treatment as a condition of continued employment based on the Town's zero tolerance policy.

## **3. POST-ACCIDENT TESTING**

Tests for the use of drugs/alcohol will be administered on the operator of the vehicle following the accident. Pursuant to Town policy and for purposes of this policy only, an "accident" is defined as an occurrence associated with the operation of a vehicle in which:

- An individual dies;
- An individual suffers from bodily injury and needs to receive medical treatment away from the scene of the accident;

- The vehicle involved incurs visual damage and/or is precluded from departing the scene and needs to be transported away by tow truck or other transporting vehicle.

When post-accident tests are performed, they will be conducted as soon as possible following the accident. Drug tests must be performed with 32 hours and alcohol test within 8 hours following the accident. If the employee has not submitted to an alcohol test within two hours of the accident, the Town will prepare and maintain on file a record stating the reason why the test was not administered promptly. If the alcohol test is not administered within 8 hours after the accident, the Town will cease efforts to administer the test and will be documented. The same procedure will apply if the drug test is not administered within 32 hours.

The testing requirements will not delay any needed medical treatment. An employee who is not available and/or does not inform the Town of his/her whereabouts will be considered by the Town as refusing to be tested and will be subjected to disciplinary action up to and including termination.

An employee subject to post-accident testing shall not consume alcohol for at least 8 hours following an accident or until he/she submits to the test, whichever comes first.

Testing after a fatal accident (loss of a human life) is mandatory for every employee on duty and in some way involved, by virtue of their presence, and/or the possibility that they may have in some way contributed.

Employees and supervisors shall follow these steps, post-accident:

1. Medical treatment for injuries.
2. Cooperation with law enforcement officers on the scene.
3. Conduct post-accident test as promptly as possible.
4. Collect and prepare accident documentation.
5. Any and all requirements as per Town policy and as such policy is amended from time to time.

Consequences of a positive test result in the employee's removal from duty until such time as the investigative process is concluded. The employee will be subject to disciplinary action up to and including termination. The Town reserves the right NOT to provide drug and/or alcohol treatment as a condition of continued employment. Each case will be determined on a case-by-case basis. Alternative administrative actions may or may not be offered. Continued employment will result in random drug/alcohol testing for an extended period of time not less than 12 months but not to exceed 60 months.

The Town has the discretion as to what it deems appropriate action.

#### **4. RANDOM TESTING**

Random testing will be conducted for all employees involved in safety sensitive function at a frequency established by FTA guidelines. Random tests will be unannounced and spread reasonably throughout the year. There will be no pattern to when random tests will be conducted, and all employees performing safety-sensitive functions will have an equal chance of being selected for testing from the random pool each time tests are conducted. Employees will remain

in the pool even after being selected and tested. An employee, therefore, may be selected for a random test more than once per year.

Employees will be selected anonymously using an identification number having no correlation to actual employee names. Once notified of his/her random selection, the employee must report immediately to the collection site designated. It is incumbent on the person(s) conducting the random testing program to maintain the integrity of the program. If the randomly selected employee is not in work on the day selected, that employee will be directed to the collection site upon his/her return to work. In such an event an additional employee number will be selected for each absent employee.

The Town will remove the employee from his/her duties and will mandate an evaluation by a qualified person or EAP or SAP if the results of the tests are positive. Once the employee has completed a program recommended by a qualified person, EAP or SAP, the employee must be tested and test results must be negative before there can be a return to duties. In the interim, the employee will be suspended without pay, but will be allowed to retain medical benefits with the Town. Overall, any and all positive tests may result in a disciplinary action up to and including termination.

## **5. RETURN TO WORK TESTING**

An employee returning to work after being removed for a positive drug/alcohol test must submit to a "return to work" test. Such test must be negative. If this test is positive, it is grounds for immediate termination. An employee returning to work who refuses to submit to this test and any other requirements pursuant to the Town's policy, state and/or federal laws may not return to work until the employee has followed all recommendations for rehabilitation and has been evaluated by a professional, EAP and/or SAP as able to return to work. If a relapse prevention program is required or any rehabilitation program is recommended the employee must comply. Follow-up drug/alcohol testing may be required by the Town as a condition of continued employment. The Town reserves the right not to treat an employee for substance abuse and chemical dependency. Each case will be determined on a case-by-case basis. If the return-to-work test is positive, this result shall be grounds for immediate termination.

## **6. FOLLOW UP TESTING**

Employees who are permitted to return to work are subjected to unannounced follow-up testing for at least 12, but not more than 60 months. The Town will determine the frequency and duration of follow-up testing. Follow up testing is separate from the regular random testing program.

A positive follow-up test will result in immediate termination.

## **7. RE-TESTING AT THE EMPLOYEE'S REQUEST**

Town policy may provide for a re-test procedure, which allows for an additional urine specimen to be collected from the employee at his/her request. An employee who urine test is positive may request the re-test be tested at a separate certified laboratory. Town policy requires the employee make such request within seventy-two (72) hours of learning of a positive test.

All costs associate with the re-testing must be prepaid by the employee, including shipping and handling, transportation, collection, testing and reporting to the MRO. If the result of the test is negative, these costs will be reimbursed to the employee. The Town, after its review, reserves the

right to require the employee to provide a new urine sample for testing. If the test results are negative, the employee may be reinstated with no loss of seniority and paid for lost back wages.

## **8. NOTIFICATION OF CONVICTIONS**

Pursuant to the requirements of the Drug-Free Workplace Act, employees must notify the Town within five (5) days of any criminal drug statute conviction for a violation occurring in the workplace. Failure to report may result in disciplinary action up to and including termination.

## **9. CONTACT PERSON**

These regulations require that a single contact person be identified to answer questions about the Town policy. The contact person for the Town is the Town Manager and/or his/her designee.

## **10. TRAINING FOR EMPLOYEES**

Employees and supervisors who perform safety-sensitive functions will be provided with at least 60 minutes of training on the effect and indications of drug and alcohol use. Alcohol and drug information and literature will be available through the Town Manager and/or his/her designee and/or the EAP.

All employees will be required to sign a form indicating receipt of this Zero Tolerance Drug/Alcohol policy. All new employees will receive orientation and will sign off on that form. It will be the responsibility of each department head and/or the supervisor to make sure each employee has received a copy of this policy and has signed a form acknowledging receipt of the same. These signed forms will be maintained in the Personnel file of each employee (Exhibit "B").

## **11. TRAINING FOR SUPERVISORS**

Supervisors responsible for determining when to administer reasonable suspicion test will receive at least 60 minutes of training on drug awareness and related matters and 60 minutes on alcohol education and related matters.

**EXHIBIT A – REASONABLE SUSPICION DISCLOSURE**

I, \_\_\_\_\_, an employee with the Town of Rocky Hill, am aware of the Town’s Zero Tolerance Drug and Alcohol Policy and the provision of the same to conduct “reasonable suspicion” urine and/or blood tests.

I understand that my supervisor, \_\_\_\_\_, who has received the required training has contemporaneously observed my appearance and/or behavior and/or speech and/or an odor of alcohol about me.

I understand that I will be removed from my job pending the test results. A negative test result will return me to my job without any loss of pay for the time lost pending the test result.

However, if the test results are positive, I understand that I will be subject to discipline up to and including termination.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved: Town Manager

\_\_\_\_\_  
Date

**EXHIBIT B – ADDENDUM TO ZERO TOLERANCE DRUG AND ALCOHOL POLICY**

**FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA)  
COMMERCIAL DRIVER’S LICENSE DRUG & ALCOHOL CLEARINGHOUSE**

**DRUG & ALCOHOL TESTING REPORTING PROCEDURES**

Effective January 6, 2020 the following regulation has been added to Code of Federal Regulations Title 49: **Part 382-Subpart G.**

**WHAT IS THE PURPOSE OF THE CLEARINGHOUSE?**

This nationwide database has been established to assist Commercial Motor Carrier employers and the Department of Transportation (DOT) to identify specific CDL holders who are in violation of any drug and alcohol testing regulations.

**WHAT IS YOUR RESPONSIBILITY?**

1. Register for the Clearinghouse at <https://clearinghouse.fmcsa.dot.gov/>. Registration will grant you access to any/all information that has been reported on you; as well as allow you to choose your notification method of any violations reported on you.
2. For all drivers hired after January 6, 2020, employers will be required to run a pre-employment query of the Drug & Alcohol Clearinghouse before allowing the driver to perform a safety-sensitive function. Drivers will be required to electronically consent to this query on the Clearinghouse website.
3. On an annual basis, employers will be required to run a report to verify whether information has been reported on you to the Clearinghouse. You will be required to provide your employer and the Third Party Administrator consent to perform a limited query on your Clearinghouse records.
4. If the report indicates that information has been reported on you, you will be required to provide an additional consent allowing your employer to obtain a full report that specifies violations received.
5. If at any time you refuse to provide consent to obtain Clearinghouse information, you will be immediately removed from safety-sensitive functions (driving).

**WHAT CONSTITUTES A VIOLATION\* THAT WILL BE REPORTED TO THE CLEARINGHOUSE?**

1. A verified positive, adulterated, substituted controlled substance results;
2. An alcohol result of 0.04 or higher;
3. Refusing to take a required drug and/or alcohol test;
4. Documented “actual knowledge” violations which include:
  - a. On-duty drug and/or alcohol use, including a DUI violation;
  - b. Use of alcohol within 4 hours of going on-duty;



- c. Use of alcohol within 8 hours following a qualifying accident;
- d. Use of a Schedule 1 drug or non-prescribed use of prescription medication.

\*Violations received prior to January 6, 2020 will not be reported to the Clearinghouse.

**ADDITIONAL INFORMATION THAT WILL BE REPORTED TO THE CLEARINGHOUSE**

Completion of the Return-to-Duty process following a violation. This includes:

- 1. Substance Abuse Professional (SAP) reports;
- 2. A negative Return-to-Duty drug and/or alcohol test;
- 3. Completion of any required Follow-Up drug and/or alcohol tests.

**ATTENTION OWNER-OPERATORS**

The DOT requires owner-operators to assign a Third-Party Administrator for Clearinghouse reporting purposes.

As with all DOT Drug & Alcohol regulations, owner-operators are subject to all the Clearinghouse regulations pertaining to employers and employees.

**ACKNOWLEDGMENT OF RECEIPT AND REVIEW**

I, \_\_\_\_\_ [PRINT FULL NAME], acknowledge that I have received a copy of the Clearinghouse Addendum (Exhibit B) to the Town of Rocky Hill's Zero Tolerance Drug and Alcohol Policy which is effective January 6, 2020.

\_\_\_\_\_  
Signature Date

Received by Human Resources & Legal Compliance:

\_\_\_\_\_  
Name Date

**APPENDIX D – ANTI-HARASSMENT POLICY**

**SEXUAL HARASSMENT IS ILLEGAL, AS ARE OTHER FORMS OF HARASSMENT THAT CREATE A HOSTILE WORK ENVIRONMENT.**

**POLICY STATEMENT:** It is the policy of the Town of Rocky Hill that all employees, as defined below, have the right to work in an environment free of any and all forms of unlawful harassment. The Town of Rocky Hill enforces a “zero tolerance” policy. The Town shall take direct and immediate action in response to all reported incidents of harassment. Such action may include disciplinary action up to and including termination of employment or contractual relationship with the Town of Rocky Hill.

**PROHIBITED ACTIVITY:** All Town employees, other workers and representatives, including vendors, volunteers, and visitors, are prohibited from harassing employees and other covered persons based on that individual’s sex or gender or any other characteristic protected under applicable federal or state law.

Sexual harassment is defined as any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

- a. Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of an individual’s employment; or
- b. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

The Town’s anti-harassment policy applies equally to harassment based on an individual’s race, color, religious creed, age, sex, gender identity or expression, marital status, national origin, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability, including, but not limited to, blindness or status as a veteran; or any other characteristic protected under applicable federal or state law.

**TYPES OF HARASSMENT:**

1. **Quid Pro Quo Sexual Harassment (This for That).** This type of harassment occurs when someone in a position of power offers a benefit in exchange for sexual attention or threatens your job if you refuse sexual attention.
2. **Harassment That Causes A Hostile Work Environment.** This type of harassment occurs when a co-worker, supervisor, or third party makes repeated inappropriate and unwanted sexual advances, comments or requests, or repeated inappropriate and unwanted comments or requests based on an individual’s protected class as set forth under state or federal law.

**EMPLOYEES’ RESPONSIBILITIES:** Each supervisor shall be responsible for preventing acts of harassment. This responsibility includes, but is not limited to monitoring the work environment on a daily basis for overt and covert signs that harassment may be occurring; responding to any and all behaviors, verbal or otherwise, within and outside their departments and realm of responsibility; and educating and advising all employees on the types of behavior prohibited, the

Town's "zero tolerance" policy, and procedures for reporting and resolving complaints of harassment. Each supervisor **MUST** assist employees of the Town who file harassment complaints with that supervisor, or register concerns or inquiries relating to harassment, and forward related information and documentation to the Human Resources/Title VII officer or designee.

Each employee of the Town is responsible for assisting in the prevention of harassment by refraining from participation in or encouragement of actions that could be perceived as harassment; reporting acts of harassment to a supervisor; and encouraging any employee who confided that he/she is being harassed to report these acts to his/her supervisor OR any supervisor within the Town.

Failure to take action by any employee to stop known harassment violates the Town's zero tolerance policy and may be grounds for discipline.

**COMPLAINT PROCEDURES:** If you are subjected to any conduct that you believe violates this policy or witness any such conduct, you must promptly speak to, write or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the Town Manager, Human Resources/Title VII Officer, or designee. The Town will ensure that a prompt investigation is conducted. Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. The Town will directly and thoroughly investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate.

In addition to filing an internal complaint through these procedures, employees may file complaints with the Connecticut Commission on Human Rights & Opportunities (CHRO), 21 Grand Street, Hartford, CT 06106 ([www.ct.gov/CHRO](http://www.ct.gov/CHRO)); and/or with the Equal Employment Opportunities Commission (EEOC), One Congress Street, Boston, MA 02114.

1. For events occurring prior to October 1, 2019, written complaints must be filed with CHRO within one hundred eighty (180) days of the alleged harassment, and with the EEOC within three hundred (300) days of the alleged harassment.
2. For events occurring after October 1, 2019, written complaints must be filed with CHRO and/or the EEOC within three hundred (300) of the alleged harassment.
3. Remedies for sexual harassment include cease and desist orders, back pay, compensatory damages, hiring, promotion or reinstatement, emotional distress damages, attorney's fees. A court may order payment of CHRO's fees and costs for claims filed in civil court.

**NO RETALIATION:** No one will be subject to, and the Town prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim or cooperating in related investigations.

**APPENDIX E – NON-VIOLENCE IN THE WORKPLACE**

**EMPLOYEE:** Any and all full time, part time, bargaining, non-bargaining, per diem, volunteers, contracted service providers, consultants, etc. personnel performing any duties or functions for the Town of Rocky Hill shall hereinafter be referred to as “employees” and shall be subject to the terms and conditions of this policy.

The Town of Rocky Hill (hereinafter referred to as the “Town”) is committed to providing a workplace free of physical and/or psychological violence. The purpose of this policy is to maintain a healthy work environment, to define workplace violence, to provide protocol and procedures for reporting, investigating and resolving employee concerns. The Town shall take direct and immediate action in response to all reported threats of violence. Such action may include disciplinary action up to and including termination of employment.

**PROHIBITED ACTIVITY SHALL INCLUDE, BUT IS NOT LIMITED TO:**

**DEFINITION:** Workplace violence is physical assault, threatening behavior or verbal abuse occurring in the work setting. Any act of physical, verbal or psychological threat or abuse or trauma on an individual those results in physical and/or psychological damage. Any and all physical conduct which has the effect of offensive bodily contact.

Employer – directed workplace violence is commonly viewed as an “insider threat”. There are many risk factors associated with these phenomena.

Usually some type of trauma is experienced which creates extreme tension or anxiety and/or cumulative minor events, which are left unresolved.

The sequence of events are: (a) problem(s) are perceived as unsolvable, (b) all responsibility is projected onto the situation, (c) the frame of reference becomes increasingly egocentric, (d) self-preservation and self-protection gradually become sole objectives, (e) a violent act is perceived as the only way out, and (f) a violent act is attempted or committed.

Any supervisor, who notices a change in an employee’s attitude, behavior and/or physical appearance etc. and/or has received a complaint or report from a co-worker, is obligated to address these concerns immediately in order to maintain a positive and productive work environment. The supervisor is also encouraged to refer the employee to the EAP or another outside source for professional assistance.

Any employee who believes that she/he is being subjected to potential physical abuse and/or psychological abuse should document all such incidents and prepare a witness list, if applicable AND report this to your immediate supervisor, Department Head and/or EAP Coordinator immediately. All reports will be investigated. There shall be no retaliation towards any employee who files a report or who assists in the investigative process, directly or indirectly.

The Town recognizes that the question of whether a particular action or incident is part of a purely personal, social relationship without a discriminatory employment effect requires a determination based on all the facts and circumstances of the matter. All acts of violence or threats of violence may be reported to law enforcement authorities. This assessment will be determined on a case-by-case basis, subsequent to a thorough investigation of the facts. The Town also recognizes that false accusations of violence or any “prohibited activity” as noted in this policy, shall have serious consequences.

In addition, employees may have other civil and/or criminal remedies available to him/her.

All employees are asked for their support and cooperation in assisting the Town enforce a Zero Tolerance Non-Violence in the Workplace policy.

If you have any questions, or need more information regarding Non-violence in the Workplace issues, please contact the Town Manager and/or any supervisor and/or any department head.

## **APPENDIX F – ACCEPTABLE USE POLICY FOR ELECTRONIC DEVICES**

The Town of Rocky Hill (Town) is committed to the utilization of new technologies. In order to ensure compliance with the existing laws and regulations, as well as Town policies, and to protect the Town from being victimized by the threat of viruses or hacking into our system, the following policy has been established. This policy applies to all Town employees, other workers and representatives, including vendors, volunteers, and visitors.

The Town of Rocky Hill's Acceptable Use Policy for Electronic Devices addresses the use of information technology systems, electronics and the Town's data infrastructure. Enforcement of this Acceptable Use Policy for Electronic Devices is consistent with the policies and procedures of this organization.

Being informed is a shared responsibility for all users of the Town's information systems. Being informed includes:

- Knowing this policy and other related rules and policies;
- Knowing how to protect your data and data that you are responsible for;
- Knowing how to use shared resources without damaging them;
- Knowing how to keep current software updates;
- Knowing how to report a virus warning, a hoax, or other suspicious activity; and
- Participating in training.

Compliance with this policy is mandatory for all employees within this organization. The policy applies to all Town information, computer systems, devices and data used for official Town business regardless of its location.

### **AUTHORIZED USE**

Users must not use other users' passwords, user ID's, or accounts, or attempt to capture or guess other users' passwords. Users are also restricted from using business equipment for personal use, without authorization from the Town Manager. Users must not hide their identity for malicious purposes or assume the identity of another user.

### **PRIVACY**

User files may be subject to access by authorized employees of the Town of Rocky Hill during the course of official business. Accordingly, users should have no expectations of privacy and their activity may be monitored.

At no time shall an employee and/or administrator log onto or make unauthorized use of another user's account without permission granted by both the Town Manager and Information Technology Director jointly.

### **RESTRICTED USE**

Users must not attempt to access restricted files or portions of operating systems, security systems, or administrative systems to which they have not been given authorization: electronic mail, data,

or programs, or information protected under state and federal laws. Users must not release another person's information.

### **PROPER USE OF RESOURCES**

Users should recognize that computing resources are limited and user activities may have an impact on the entire network.

Users must not:

- Misuse email
  - Spread email widely (chain letter) and without good purpose ("purpose") or flood an individual, group or system with numerous or large email messages ("bombing").

Possible internet and email scams should be reported to the IT Department ASAP. These scams can lead to unauthorized access and transmission of sensitive data and introduction of malicious software into the Town's data infrastructure. Users must not open emails from unknown senders or emails that seem suspicious.

### **PROTECTING INFORMATION AND SHARED RESOURCES**

Users must:

- Follow established procedures for protecting files, including managing passwords, using encryption technology, and storing back-up copies of files.
- Protect the physical and electronic integrity of equipment, networks, software, and accounts on any equipment that is used for the Town of Rocky Hill business in any location.
- Not open emails from unknown senders or email that seems suspicious.
- Not knowingly introduce worms or viruses or other malicious code into the system nor disable protective measures i.e.: antivirus, spyware firewalls.
- Not install unauthorized software.
- Not enter sites that contain obscene, objectionable or pornographic materials. Storage of such documents, electronic files or communication that is considered obscene or discriminatory in nature and/or content with a Town or Internet account shall result in disciplinary action up to and including termination (with the exception that Internet Crimes are part of an official police investigation).
- Not enter chat rooms, news groups or blogs, etc. or represent personal opinions as those of the Town of Rocky Hill via chat rooms, news groups, or participate in blogging etc.
- Not enter in accessing casino/sports book Internet sites with the Town's computer and/or Internet access applications.

### **CIVILITY**

Users must not harass other users using computer resources or make repeated unwelcome contact with other users. Users must not display material that is inappropriate in an office environment for example, consistent with the Town of Rocky Hill policies.

**APPLICABLE LAWS**

Users must obey local, state, and federal laws including laws on copyright and other intellectual property laws.

The Town reserves the right to inspect any employee’s computer for violations with or without notice at any time.

The Town of Rocky Hill’s Acceptable Use Policy for Electronic Devices shall take effect immediately.

**ACKNOWLEDGEMENT**

I have read and agree to the terms and conditions of the Town of Rocky Hill Acceptable Use Policy for Electronic Devices. I fully understand its meaning and intent.

A copy of the signed policy will be placed in the employee’s personnel file.

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Employee (Print Name)	Employee Signature	Date
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**APPENDIX G – NOTICE OF CHANGES UNDER HIPAA TO COBRA;  
CONTINUATION COVERAGE UNDER GROUP HEALTH PLANS**

On August 21, 1996, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) was signed into law (Pub.L. 04-191). HIPAA section 421 makes changes, described below; to three areas in the continuation coverage rules applicable to group health plans under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended. These three areas relate to the disability extension, the definition of qualified beneficiary and the duration of COBRA continuation coverage. These changes are effective beginning January 1, 1997, regardless of when the event occurs that entitles an individual to COBRA continuation coverage.

Section 421(e) of HIPAA requires group health plans that are subject to COBRA to notify, by November 1, 1996, individuals who have elected COBRA continuation coverage of these changes. The Department is issuing this release to apprise employers and plan administrators of the changes in the continuation coverage rules made by HIPAA and to inform them of their obligation under HIPAA to notify qualified beneficiaries of such changes. Such notification must be given to qualified beneficiaries by November 1, 1996. The following is a discussion of the specific changes in the continuation coverage rules made by HIPAA.

Disability Extension: Under current law, if an individual is entitled to COBRA continuation coverage because of a termination of employment or reduction in hours of employment, the plan generally is only required to make COBRA continuation coverage available to that individual for 18 months. However, if the individual entitled to the COBRA continuation coverage is disabled (as determined under the Social Security Act) and satisfies the applicable notice requirements, the plan must provide COBRA continuation coverage for 29 months, rather than 18 months. Under current law, the individual must be disabled at the time of the termination of employment or reduction in hours of employment. HIPAA makes changes to the current law to provide that beginning January 1, 1997, the disability extension will also apply if the individual becomes disabled at any time during the first 60 days of COBRA continuation coverage. HIPAA also makes it clear that, if the individual entitled to the disability extension has non-disabled family members who are entitled to COBRA continuation coverage, those non-disabled family members are also entitled to the 29 month disability extension.

Definition of Qualified Beneficiary: Individuals entitled to COBRA continuation coverage are called qualified beneficiaries. Individuals who may be qualified beneficiaries are the spouse and dependent children of a covered employee and, in certain cases, the covered employee. Under current law, in order to be a qualified beneficiary, an individual must generally be covered under a group health plan on the day before the event that causes a loss of coverage (such as a termination of employment, or a divorce from or death of the covered employee). HIPAA changes this requirement so that a child who is born to the covered employee, or who is placed for adoption with the covered employee, during a period of COBRA continuation coverage is also a qualified beneficiary.

Duration of COBRA Continuation Coverage: Under the COBRA rules, there are situations in which a group health plan may stop making COBRA continuation coverage available earlier than usually permitted. One of those situations is where the qualified beneficiary obtains coverage under another group health plan. Under current law, if the other group health plan limits or excludes coverage for a preexisting condition of the qualified beneficiary, the plan providing the COBRA continuation coverage cannot stop making the COBRA continuation coverage available

merely because of the coverage under the other group health plan. HIPAA limits the circumstances in which plans can apply exclusion for preexisting conditions. HIPAA makes a coordinating change to the COBRA rules so that if a group health plan limits or excludes benefits for preexisting condition but because of the new HIPAA rules those limits or exclusion would not apply to (or would be satisfied by) an individual receiving COBRA continuation coverage, then the plan providing the COBRA continuation coverage can stop making the COBRA continuation coverage available. The HIPAA rules limiting the applicability of exclusions for preexisting conditions become effective in plan years beginning on or after July 1, 1997 (or later for certain plans maintained pursuant to one or more collective bargaining agreements).

Effect of this Release: As noted above, the Department is issuing this release to advise employers and plan administrators of their obligation to notify, by November 1, 1996, qualified beneficiaries of these statutory changes. The Department, as matter of enforcement policy, will deem that supplying qualified beneficiaries with a written copy of the information described above (or with a copy of this release) constitutes compliance with the notice requirement in section 421(e) of HIPAA if this information is sent to each qualified beneficiary by first class mail at the last known address of the qualified beneficiary by November 1, 1996.

**APPENDIX H – SOCIAL MEDIA POLICY**

**PURPOSE:** The Town of Rocky Hill may utilize social media and social network sites to further enhance communications with various stakeholder organizations in support of goals, policies and programs endorsed by the Town of Rocky Hill. Town of Rocky Hill employees have the ability to publish articles, facilitate discussions and communicate information through various media related to conducting Town business. Social media facilitates further discussion of regional issues, operations and services by providing members of the public the opportunity to participate in many ways using the Internet.

**POLICY**

1. All Town of Rocky Hill social media sites shall be (1) approved by the Town Manager and the requesting Department Director; (2) administered by a designated Town employee or volunteer to be determined by the Department Director;
2. Designees must have a complete understanding of this policy and the appropriate content and technical experience.
3. All Town of Rocky Hill social networking sites shall adhere to applicable state, federal and local laws, regulations and policies, Town of Rocky Hill internet policies and any other applicable Town of Rocky Hill policies.
4. Freedom of Information Act and e-discovery laws and policies apply to social media content and therefore, content must be able to be managed, stored and retrieved to comply with these laws.
5. All social network sites and entries shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure.
6. The Town of Rocky Hill reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.
7. Each Town of Rocky Hill social networking site shall include an introductory statement which clearly specified the purpose and topical scope of the blog and social network site. Where possible, social networking sites should link back to the official Town of Rocky Hill internet site for forms, documents and other information.
8. The Town of Rocky Hill social networking content and comments containing any of the following forms of content shall not be allowed for posting:
  - a. Comments not topically related to the particular site or blog article being commented upon;
  - b. Profane language or content;
  - c. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
  - d. Sexual content or links to sexual content;
  - e. Solicitations of commerce;

- f. Conduct or encouragement of illegal activity;
  - g. Information that may tend to compromise the safety or security of the public or public systems; or
  - h. Content that violates a legal ownership interest of any other party.
9. All Town of Rocky Hill social networking moderators shall be trained regarding the terms of this Town of Rocky Hill policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy.
  10. All social networking sites shall clearly indicate they are maintained by the Town of Rocky Hill and shall have Town of Rocky Hill contact information clearly displayed.
  11. Where appropriate, Town of Rocky Hill IT security policies shall apply to all social networking sites and articles.
  12. Employees representing the Town of Rocky Hill via social media outlets must conduct themselves at all times as a representative of Town of Rocky Hill and in accordance with Town of Rocky Hill Personnel Management Procedures Manual. See attachment “Employee Guidance for Participating in Social Networking.”
  13. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

**DEFINITIONS:** For the purpose of this Town of Rocky Hill Social Media Policy, the following terms are defined as provided below:

1. Social Media: Social media is content created by individuals using accessible and scalable technologies through the Internet for two-way communication. Examples of social media include, Facebook, blogs RSS Feeds, YouTube, Twitter, LinkedIn, Flickr, etc.
2. Blog: (an abridgement of the term web log) may be a Town of Rocky Hill website with regular entries of commentary, descriptions of events, or other materials such as graphics or video.
3. Town of Rocky Hill Author: An authorized Town of Rocky Hill employee that creates and is responsible for posted articles (See “article” below) and information on social media sites.
4. Article: An original posting of content to a Town of Rocky Hill social media site by a Town of Rocky Hill author.
5. Commenter: A Town of Rocky Hill employee or member of the public who submits a comment for posting in response to the content of a particular CRCOG article or social media content.
6. Comment: A response to a Town of Rocky Hill article or social media content submitted by a commenter.
7. Town of Rocky Hill Moderator: An authorized Town of Rocky Hill employee, who reviews, authorizes and allows content submitted by CRCOG authors and public commentators to be posted to a Town of Rocky Hill social media site.

**BLOG STANDARDS:** Comments submitted by members of the public must be directly related to the content of the articles. Submission of comments by members of the public constitutes participation in a limited public forum. Town of Rocky Hill blog moderators shall allow comments that are topically related to the particular article being commented and thus within the purpose of the limited public forum, with the exception of the prohibited content listed in the Town of Rocky Hill Social Media Policy – Section 7 above.

**AUTHOR AND COMMENTER IDENTIFICATION**

1. All Town of Rocky Hill blog authors and public commentators shall be clearly identified. Anonymous blog postings shall not be allowed.
2. Enrollment of public commentators shall be accomplished by valid contact information, including name, address, and email address.

**OWNERSHIP AND MODERATION**

1. The content of each Town of Rocky Hill blog shall be owned by and the sole responsibility of the department producing and using the blog.
2. Documents and articles submitted to a Town of Rocky Hill blog shall be moderated by an authorized and trained blog moderator.

**BLOG COMMENTS AND RESPONSES**

1. All blog articles and comments shall be reviewed and approved by an authorized blog moderator before posting on a Town of Rocky Hill blog.
2. All blog articles and comments submitted for posting with attached content shall be scanned using antivirus technology prior to posting.
3. The linked content of embedded hyperlinks within any Town of Rocky Hill blog articles or blog comments submitted for posting shall be evaluated prior to posting. Any posted hyperlinks shall be accompanied by a disclaimer stating that the Town of Rocky Hill guarantees neither the authenticity, accuracy, appropriateness nor security of the link, web site or content linked thereto.

This policy was adopted by the Rocky Hill Town Council on March 21, 2011.

**APPENDIX I – CENTURY PREFERRED PPO PLAN**

**Employees will continue enrollment in the Century Preferred PPO Plan until June 30, 2021, as described in this appendix.**

**Anthem Century Preferred PPO Plan**

Non-Gatekeeper

**In Network**

\$15 Office Visit Co-pay

\$0 Wellness Visit Co-pay

\$200 Outpatient Surgery

\$250 Hospital Co-pay

\$15 Walk-in Clinic Co-pay

\$15 Urgent Care Facility Co-pay

\$100 Emergency Room Co-pay

**Out of Network**

Deductible \$400 / \$800 / \$1,200

Coinsurance 70 / 30

Out of Pocket Maximum \$2,400 / \$4,800 / \$7,200

**In Network RX**

Full Managed 3-tier \$5 / \$10 / \$20

Mail order 2x Co-pay

**APPENDIX J – HIGH DEDUCTIBLE HEALTH PLAN (HDHP) WITH HEALTH SAVINGS ACCOUNT (HSA)**

**Effective July 1, 2021, all employees will be enrolled in the High Deductible Health Plan (HDHP) with Health Savings Account (HSA), as described in this appendix.**

**Anthem High Deductible Health Plan with Health Savings Account**

Non-Gatekeeper

**In Network**

Deductible \$2,000 / \$4,000 Combined with Out of Network

Coinsurance 100 / 0, After Deductible

\$0 Wellness, Deductible Waived

All Other Medical 0% After Deductible

Out of Pocket Maximum \$3,000 / \$6,000

**Out of Network**

Deductible \$2,000 / \$4,000 Combined with In Network

Coinsurance 80 / 20, After Deductible

Out of Pocket Maximum \$4,000 / \$8,000

**In Network RX**

MP 4 – Essential Formulary

Rx Card \$5 / \$20 / \$40 / 20% to \$200 After Plan Deductible

Mail Order – 2x Copay Tiers 1 – 3, After Plan Deductible

Unlimited Maximum

**APPENDIX K – DENTAL PLAN**

**CO-PAY DENTAL**

The Co-Pay Dental plan covers diagnostic, preventative and restorative procedures necessary for adequate dental health.

**COVERED SERVICES INCLUDE:**

- ✓ Oral Examinations
- ✓ Periapical and bitewing x-rays
- ✓ Topical fluoride applications for members under age 19
- ✓ Prophylaxis, including cleaning, scaling and polishing
- ✓ Relining of dentures
- ✓ Repairs of broken removable dentures
- ✓ Palliative emergency treatment
- ✓ Routine fillings consisting of silver amalgam and tooth color materials; including stainless steel crowns (primary teeth)\*
- ✓ Simple extractions\*\*
- ✓ Endodontics-including pulpotomy, direct pulp capping and root canal therapy (excluding restoration)

\*Payment for an inlay, onlay or crown will equal the amount payable for a three-surface amalgam filling when the member is not covered by Dental Amendatory Rider A.

\*\*Payment for a surgical extraction or a hemisection with root removal will equal the amount payable for a simple extraction when the member is not covered by the Dental Amendatory Rider A.

**DENTAL AMENDATORY RIDER A - ADDITIONAL BASIC BENEFITS**

In addition to the services provided under your dental program, the following additional basic benefits are provided:

- Inlays (not part of bridge)
- Onlays (not part of bridge)
- Crown (now part of bridge)
- Space Maintainers
- Oral surgery consisting of fracture and dislocation treatment, diagnosis and treatment of cyst and abscess, surgical extractions and impaction
- Apicoectomy



The dental services listed above are subject to the following qualifications:

We will pay for individual crowns, inlays and onlays only when amalgam or synthetic fillings would not be satisfactory for the retention of the tooth, as determined by us.

We will not pay for a replacement provided less than five (5) years following a placement or replacement which was covered under this Rider. We will not pay for individual crowns, inlays or onlays, placed to alter vertical dimension, for the purpose of precision attachment of dentures, or when they are splinted together for any reason.

#### **DENTAL AMENDATORY RIDER D - ORTHODONTICS**

The following Orthodontic services are provided:

Handicapping malocclusion for a member under age 19, consisting of the installation of orthodontic appliances and orthodontic treatments concerned with the reduction or elimination of an existing malocclusion through the correction of malposed teeth.

The maximum amount payable for orthodontic services is \$600.00 per member per lifetime.

#### **ACCESSING BENEFITS:**

##### **Participating Dentists Benefits**

Anthem Blue Cross & Blue Shield of Connecticut will pay the lesser of fifty percent of the dentist's usual charge or sixty percent of the Usual, Customary and Reasonable Charge, as determined by us, for the dental services described in this Rider. Dentists who participate in our dental programs agree to accept our allowance as full payment and may not bill the member for any additional charges except for the remaining coinsurance balance.

##### **Non-Participating Dentists Benefits**

In the event a non-participating dentist renders these services, we will pay to the member the lesser of fifty percent of the dentist's charge or fifty percent of the applicable allowance for the procedure as determined by us. The member is responsible for any difference between the amount paid by us and the fee charged by the dentist.

*This does not constitute your health plan or insurance policy. It is only a general description for the purposes of this Request for Proposal, of the Anthem Blue Cross & Blue Shield of Connecticut Dental Amendatory Rider A. Refer to your Master Group Policy or Description of Benefits, on file with your employer, for a complete listing of benefits, maximums, exclusions and limitations.*