

TOWN OF WESTERLY



EMPLOYEE HANDBOOK

As of October 1, 2025

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EMPLOYMENT AT WILL

Employment at the Town of Westerly is on an at-will basis unless otherwise stated in a collective bargaining agreement. This means that either the employee or Westerly may terminate the employment relationship with or without cause, with or without notice, and at any time.

Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended to and do not create an employment contract for any specific period.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act (NLRA). Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Westerly employees have the right to engage in or refrain from such activities.

CHAPTER 1 - INTRODUCTION

1.1. PURPOSE OF HANDBOOK

The Town Manager of the Town of Westerly, pursuant to the Westerly Code of Ordinances §41- 3 (the Code), is empowered to develop uniform policies governing the administration of personnel in the classified service. The purpose of these rules and policies are to facilitate efficient and economical public services and to establish a fair and equitable system of personnel administration in the Town government in accordance with all applicable Federal and State labor laws, Town ordinances and regulations.

This employee handbook is provided to assist employees in understanding Westerly's various policies and practices and provide guidance. This handbook is not a contract of employment or a warranty or promise of benefits. Neither the policies contained in this employee handbook nor any other written or verbal communications by a manager, officer or representative of Westerly are intended to create a contract of employment for a definite term or a warranty or promise of benefits.

1.2. AMENDMENTS TO THE HANDBOOK

The Town Council and Town Manager may abolish, alter, change, make additions to, or otherwise amend the rules and regulations set forth in this handbook. It is the role of Human Resources to interpret the policies herein and to maintain and update this handbook as changes occur concurrent with any applicable state and federal laws and regulation.

Distribution of Handbook

When there are changes in policy Westerly will use current communication methodologies to disperse the new policies. With the advent of new technologies, the handbook will be posted online on Westerly's website as well as through Westerly's human resources information system. Policy updates may appear online or in other electronic formats before they are incorporated into this employee handbook and personnel policy manual in hard copy.

Errors

Any errors or incorrect information contained in this handbook should be reported to Human Resources to be reviewed, and if appropriate, updated/corrected. Errors in this handbook do not constitute guaranteed or implied benefits.

Severability

Should any provision or part of this handbook be declared or rendered illegal or unenforceable by legislative or judicial authority, the balance of the handbook shall remain in full force and effect.

1.3. AUTHORITY AND SUPERSEDE CLAUSE

This handbook supersedes and replaces all prior handbooks, policies, procedures, and practices of Westerly.

This handbook is designed to incorporate the personnel regulations as outlined in Westerly code. If there is a conflict between this handbook and the Town code, the Town code will supersede this handbook.

1.4. PRECEDENCE OF COLLECTIVE BARGAINING AGREEMENT

Certain employees of Westerly are represented for purposes of collective bargaining by a union. Many of the policies and benefits described in this handbook apply to both union and non-union employees. However, these personnel rules and procedures do not supersede the terms of any collective bargaining agreements. Wages, hours and other terms and conditions found in a collective bargaining agreement shall prevail over the benefits in these personnel rules and procedures. If a benefit is listed in these rules, and it exceeds a benefit in a collective bargaining agreement, the terms of the collective bargaining agreement shall prevail and apply to the employees covered under the agreement. If the collective bargaining agreement is silent on the benefit, the benefit under these personnel rules and procedures is not extended to the employees covered under the collective bargaining agreement. This handbook is not intended to and does not confer any benefits, compensation, or rights of any kind to union-represented employees that are greater than or extend beyond those required by the collective bargaining agreement.

CHAPTER 2 – EMPLOYMENT

2.1. EQUAL OPPORTUNITY

The Town of Westerly is committed to providing equal employment opportunities to all qualified individuals, regardless of race, color, religion, sex (including gender identity and sexual orientation), national origin, age (40 or older), disability, or veteran status. We are dedicated to fostering a workplace that is free from discrimination and harassment.

Scope

The Town prohibits discrimination and harassment in all aspects of employment, including but not limited to:

- Recruitment and Hiring
- Compensation and benefits
- Training and Development
- Promotion and Advancement
- Performance Evaluations
- Terminations

Reasonable Accommodations

Westerly will endeavor to make a reasonable accommodation for an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so imposes an undue hardship upon Westerly's business operations.

Questions or Concerns

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Human Resources. Westerly will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Employees who feel they have been subjected to any such retaliation should bring it to the attention of Human Resources.

Retaliation

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes, but is not limited to:

- (1) Shunning and avoiding an individual who reports harassment, discrimination, or retaliation.
- (2) Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; *or*
- (3) Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process.

Other examples of retaliation include firing, demotion, denial of promotion, unjustified negative evaluations, increased surveillance, harassment, and assault.

2.2. AMERICAN WITH DISABILITIES ACT (ADA) & REASONABLE ACCOMMODATION

Westerly is committed to the fair and equal employment of individuals with disabilities under the ADA. It is Westerly's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation imposes an undue hardship on Westerly. Westerly prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

Requesting an Accommodation

In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee or applicant with a disability may request an accommodation from the HR department and should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation to the extent permitted and in accordance with applicable law. Human Resources then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such accommodation can be made or if any other possible accommodation is appropriate. If medical documentation regarding the disability and possible accommodation is requested, the employee is responsible for providing such information. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

Anti-Harassment, Discrimination & Retaliation

It is the policy of Westerly to prohibit harassment or discrimination based on disability or because an employee has requested a reasonable accommodation. Westerly prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should report any harassment, discrimination, or retaliation they have experienced or witnessed to Human Resources.

Compliance with Safety Standards

All employees are required to comply with the company's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace may be placed on leave until an organizational decision has been made regarding the employee's immediate employment situation.

Human Resources, with the input of the Town Manager, is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat and undue hardship issues.

2.3. RELIGIOUS ACCOMMODATION

Westerly respects the religious beliefs and practices of all employees. Employees may make a request for an accommodation for such observances and a reasonable accommodation may be provided if it does not create an undue hardship on Westerly's business.

Requesting a Religious Accommodation

An employee whose religious beliefs or practices conflict with his/her job, work schedule, or with

the Town's policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a written request for the accommodation to Human Resources. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

Providing Religious Accommodation

Human Resources will evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship on Westerly's business. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code that does not affect safety requirements, or for other aspects of employment.

2.4 PREGNANCY ACCOMMODATION

Westerly will provide reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth or related medical conditions, unless the accommodation will cause undue hardship to Westerly's operations.

Requesting an Accommodation

An employee or applicant may request an accommodation due to pregnancy, childbirth or a related medical condition by submitting the request in writing to Human Resources. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation needed and any alternative accommodation(s) that might be reasonable. Depending on the nature of the accommodation, the individual may be requested to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, Human Resources will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

Retaliation

Westerly prohibits any retaliation, harassment or adverse action due to an individual's request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy.

Human Resources and the Town Manager are responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues.

2.5. HARASSMENT-FREE WORKPLACE

The Town of Westerly is committed to maintaining a work environment that is free of discrimination, harassment, and retaliation. In keeping with this commitment, Westerly will not tolerate discrimination, harassment and/or retaliation of its employees by anyone, including any supervisor, co-worker, elected or appointed official or any third-party. All employees are expected to avoid any behavior or conduct which could reasonably be interpreted as such. All employees are expected to make it known promptly, through the avenues identified below, when they experience or witness offensive or unwelcome conduct.

All employees must comply with the following policy. Violations will not be tolerated.

Discrimination

Westerly prohibits discrimination, harassment and/or retaliation based on actual or perceived race (including hairstyle/texture), color, religion, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity or expression, age (40 and over), disability, marital status, citizenship (needs to be legally authorized to work in the United States), national origin, genetic information, or any other characteristic protected by law. Westerly prohibits any such discrimination or harassment.

Westerly also prohibits discrimination, harassment and retaliation on the basis of an employee's unfavorable military discharge, military status, genetic information, arrest record, victim of domestic violence, physical, mental or perceived handicap/disability (as defined in the Americans with Disabilities Act), or any other characteristic protected by law.

A violation of this policy does not necessarily rise to the level of a violation of the law.

Application of Policy

This policy applies to all employment-related decisions, actions, conduct and terms and conditions of employment, such as, but not limited to, hiring, training, promotion, wages, hours, assignments, benefits, and termination of employment. Employment decisions at Westerly will be based on considerations such as, but not limited to, the following: skills, experience, qualifications, and merit, to the extent that any of those considerations would apply to the specific circumstances and position involved.

Harassment

Harassment is a form of discrimination and is prohibited. Westerly seeks to provide a work environment in which all individuals are treated with respect and dignity, and which is free from sexual harassment as well as other types of harassment described here.

All employees of Westerly are responsible for conducting themselves in accordance with this policy. Westerly will not condone harassment, whether engaged in by employees, supervisors, management, officers or Town Council of Westerly or by those who do business with the Town of Westerly, such as, but not limited to, vendors, contractors, guests, visitors and other third parties. Violation of this policy shall be considered grounds for disciplinary action up to and including termination.

1. Harassment Relating to a Protected Status:

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's actual or perceived protected status, such as sex, sexual orientation, color, race, religion, national origin, age, physical or mental disability or other protected group status. Westerly will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive work environment. The conduct forbidden by this policy specifically includes, but is not limited to:

- Slurs, negative stereotyping, demeaning or degrading comments, nicknames or intimidating acts that are based on a person's protected status.
- Written or graphic material that is circulated, available on Westerly's computer system or technology resources, or posted or distributed in the workplace that shows hostility toward a person or persons because of their protected status.

2. **Sexual Harassment**

Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex. Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature become sexual harassment when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of a person's employment; (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such person; or (3) such conduct has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment.

This policy forbids harassment based on sex, regardless of whether it rises to the level of a legal violation. Westerly considers the following conduct to represent some of the types of acts that violate this policy:

- either explicitly or implicitly conditioning or providing preferential treatment in any term of employment (such as continued employment, wages, evaluation, advancement, assigned duties or shifts) on the provision of sexual favors.
- physical contact, such as patting, pinching, or brushing against any part of another's body or physical assaults of a sexual nature.
- sexual propositions, sexual innuendo, suggestive comments.
- continuing to ask an employee to socialize on or off-duty when the employee has indicated that she or he is not interested.
- displaying or transmitting demeaning, obscene or sexually suggestive pictures, objects, cartoons, or posters anywhere in the workplace.
- sexually oriented kidding, teasing, practical jokes, or threats.
- referring to or calling a person a sexualized name.
- telling sexual jokes or using sexually vulgar or explicit language.
- making derogatory or provoking remarks about or relating to an employee's sex or sexual orientation.
- harassing acts or behavior directed against a person based on an employee's sex or sexual orientation; or
- off-duty conduct that falls within the above definition and affects the work environment.

Everyone is required to avoid behavior or conduct that could reasonably be interpreted as prohibited harassment under this policy. Employees are encouraged to inform others in the workplace when their behavior is unwelcome, offensive, inappropriate, or in poor taste. Employees are expected to come forward promptly and report any violations pursuant to this policy before the alleged offending behavior becomes severe or pervasive.

Retaliation

Westerly will not retaliate or allow retaliation against an individual who has made a good-faith complaint of harassment; or has assisted or cooperated in an investigation of a complaint by someone else, whether internally or with an external agency; or has filed a charge of discrimination or harassment; or has otherwise provided information in a proceeding, including in a court, administrative or legislative hearing, related to violations of discrimination or harassment laws.

Examples of the types of retaliation that are prohibited include intimidation; discrimination;

verbal or physical abuse; adverse actions with respect to pay, work assignments, and other terms of employment; termination of employment; or threats of any such actions. Anyone who is found by Westerly to have engaged in retaliation may be subject to discipline up to and including termination.

Procedure for Reporting and Investigation of Harassment, Discrimination and Retaliation

1. **Reporting**: All employees are responsible for helping to ensure that we avoid all forms of harassment. Anyone who believes he/she has experienced conduct inconsistent with this policy or otherwise learns of conduct prohibited by this policy is responsible for reporting the conduct.

This policy does not require reporting harassment or discrimination to any individual who is creating the harassment or discrimination.

In addition, each supervisor must immediately report to the Department Director, Human Resources, or the Town Manager any complaint or observation of conduct which may violate this policy. Supervisors or managers who have knowledge of any conduct inconsistent with this policy and do not report it to one or more of the above are subject to disciplinary action up to and including termination.

2. **Report Immediately**: Verbal complaints, as stated, must be made immediately. Westerly may follow up in writing to assure complete understanding of and resolution of the specific complaint.
3. **No Exception to Reporting**: Please note that there are no exceptions to this reporting requirement. There is no friendship exception. Even if the alleged victim or perpetrator of the conduct is a friend, acquaintance, family member, relative or co-worker, each employee is required to report the incident or complaint.
4. **Investigation**: Any conduct inconsistent with this policy will be investigated promptly. Westerly is committed to investigating and taking prompt and appropriate action with respect to all such claims and strongly urges internal utilization of this policy. Westerly may put reasonable interim measures in place, such as a leave of absence (with or without pay) or a transfer, while the investigation takes place.
5. **Disciplinary Action**: All reports of violations of this policy shall be made in good faith. Therefore, all reports will be taken seriously, and they will be promptly investigated. Employees are required to cooperate with investigations conducted by Westerly or on behalf of Westerly.

Employees who engage in conduct that is found by Westerly to be inconsistent with this policy are subject to disciplinary action up to and including termination. Failure to cooperate in an investigation also will subject an employee to the same disciplinary action. Westerly may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy.

It is critical in establishing a workplace free of harassment that an individual who experiences or witnesses an incident perceived as being harassing has access to a mechanism for reporting such incidents. At the same time, the purposes of this policy are not furthered where a complaint is found to be false and frivolous and made to accomplish some other end than stopping harassment. A complaint that is determined to be false and frivolous can result in a severe level of discipline or termination. A false or frivolous complaint does not refer to complaints made in good faith that cannot be proven.

6. **Confidentiality:** To the fullest extent practical, Westerly will keep complaints and the terms of their resolution confidential. However, to effectively investigate such complaints, Westerly must inquire of employees involved. Westerly also has sole discretion to determine the scope of the investigation and, within that scope, the individuals who should be informed of and asked about the allegations.

2.6. WHISTLEBLOWER PROTECTION

The Town of Westerly is committed to the enunciated policies of the State (Rhode Island General Laws Chapter 28-50) and Federal Whistleblower Protection Acts. Whistleblower protection provides protection to employees against retaliation or other wrongful or adverse employment actions for reporting illegal or unethical acts of employers. An employer may not retaliate in any way, such as discharging, demoting, suspending, or harassing the whistleblower.

Definitions

A whistleblower as defined by this policy is an employee of Westerly who reports an activity, he/she considers to be illegal or unethical, to one or more of the parties specified in this policy.

- a. *“Illegal or unethical activities”* include but is not limited to violation of federal, state, local laws, and fraudulent financial reporting.
- b. *“whistleblower”* is defined by this policy as an employee who reports, to one or more of the parties specified in this policy, an activity that he/she considers to be illegal, dishonest, unethical, or otherwise improper.
- c. *“employee”* means any person employed by Westerly, and shall include, but not be limited to, contract employees, independent contractors and members of Town boards and commissions whether compensated or uncompensated.
- d. *“Matter of public concern”* means:
 - a. a violation of a state, federal, or municipal law, regulation, or ordinance.
 - b. a danger to the public health or safety; and/or
 - c. gross mismanagement, unethical conduct, substantial waste of funds, or a clear abuse of authority.
- e. *“Public body”* includes an officer or agency of
 - a. The federal government.
 - b. The state;
 - c. A political subdivision of the state including a municipality or a school district;
 - d. The Town of Westerly

Non-Retaliation

Westerly will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or undesirable work assignments and threats of physical or emotional harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resources Department immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

Whistleblower Protection

Whistleblower protections are provided in two (2) important areas: confidentiality and retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense.

Individuals protected include:

- a. the employee, or a person acting on behalf of the employee, who reports to a public body or is about to report to a public body a matter of public concern; or
- b. the employee who participates in a court action, an investigation, a hearing, or an inquiry held by a public body on a matter of public concern.

Westerly or any of its employees may not terminate, threaten, or otherwise discriminate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment. Any employee of Westerly who retaliates against a whistleblower will be subject to discipline up to and including termination.

The provisions of this policy do not:

- a. require Westerly to compensate an employee for participation in a court action or in an investigation, hearing, or inquiry by a public body.
- b. prohibit Westerly from compensating an employee for participation in a court action or in an investigation, hearing, inquiry by a public body.
- c. authorize the disclosure of information that is legally required to be kept confidential; or
- d. diminish or impair the rights of an employee under a collective bargaining agreement.

A whistleblower is not entitled to the protections under this policy unless he/she reasonably believes that the information reported is, or is about to become, a matter of public concern; and reports the information in good faith.

A whistleblower is entitled to the protections under this policy only if the matter of public concern is not the result of conduct by the individual seeking protection, unless it is the result of conduct by the person that was required by his or her employer.

Reporting

If an employee has knowledge or a concern of illegal, unethical, or fraudulent activity, the employee is to contact Human Resources. Any concerns involving Human Resources, the

employee should report the activity to the Town Manager or Police Chief. Any concerns involving the Town Manager or Police Chief may be reported to a Town Councilor. Any Town Councilor that is contacted by an employee regarding a Whistleblower complaint regarding the Town Manager or Police Chief shall within forty-eight (48) hours report this to the Town Council President.

The employee must exercise sound judgment to avoid baseless allegations. The investigation will be conducted by Human Resources and/or designees following Westerly's Workplace Investigation procedures. A written statement signed by the Whistleblower will be required during the initial investigation process. If the concerns are involving Human Resources, the Town Solicitor will conduct the investigation. The whistleblower is not responsible for the investigation of the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

CHAPTER 3 - CONFLICTS OF INTEREST & CONDUCT

3.1. CONFLICTS OF INTEREST

Westerly expects all employees to conduct themselves and Westerly business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interest. An employee shall not engage in any activities which create a conflict of interest between the employee's assigned functions and any other interest or obligation. Questions or requests for further information should be directed to Human Resources.

Gifts

An employee shall comply with the provisions of State and Federal law and Westerly policy governing the acceptance of gifts and gratuities. In addition, Town officials and employees must avoid the appearance of favoritism in all their dealings on behalf of the Town of Westerly. All Town officials and employees are expected to act with integrity and good judgment and to recognize that the acceptance of personal gifts from those doing business or seeking to do business with Westerly, even when lawful, may give rise to legitimate concerns about favoritism depending on the circumstances. If a Westerly employee has any question regarding the propriety of a gift, disclosure of the gift or proposed gift, the employee should contact Human Resources for a determination of the proper course of action.

Financial Conflict of Interest

An employee may not make or participate in the making of a decision if there exists a financial conflict of interest.

Employee-Vendor Relationships

It is the policy of Westerly to separate the employee's Town and private interests and to safeguard Westerly and employees from charges of favoritism in acquisition of goods and services. Goods or services shall not be purchased from an employee or near relative of the employee unless there is a specific determination that the goods or services are not available otherwise. Westerly credit, purchasing power, and facilities shall be used for the purchase of goods and services that relate directly to Westerly business and shall not be used to purchase material for individual or non-Westerly activities.

3.2. EMPLOYEE CONDUCT

The maintenance of extremely high standards of honesty, integrity, performance, and conduct is essential to the proper performance of our business, the satisfaction of our residents and the maintenance of our residents' trust. Westerly expects its employees to have careful regard for our standards and avoid even the appearance of dishonesty or misconduct. Our employees are expected to always conduct themselves in a professional and courteous manner, to exercise good judgment in the discharge of their responsibilities, and to conduct themselves in a manner that can be supported by management.

Disciplinary Action

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The following are examples of conduct that may result in disciplinary action. Disciplinary action may include any or all of the following: performance counseling, written documentation placed in the employee's personnel file, suspension without pay, and such other action as Westerly deems appropriate, or termination of employment. **An employee may be terminated without having been previously counseled or warned unless otherwise stipulated in a collective bargaining agreement.**

The following is illustrative in nature; It is a **PARTIAL** list and is not all inclusive of conduct or behaviors which may result in disciplinary action up to and including termination:

1. Theft, misappropriation, destruction, misuse, or unauthorized use of Westerly colleagues', or residents' property.
2. Engaging in theft, fraud, embezzlement, or other acts of dishonesty, unethical or illegal conduct.
3. Harassing, threatening, intimidating, or coercing an employee, citizen, or visitor for any reason, including sexual harassment.
4. Unlawfully verbally, physically, or visually harassing, discriminating against or retaliating (based upon the target employee's protected EEO activity) against another employee or customer.
5. Violation of any Westerly policy or standards of conduct.
6. Supplying false or misleading information on employment applications, time records, or other Westerly records or documents or resident records or documents or falsifying any benefit data or accepting unauthorized benefit money.
7. Being convicted of a crime; pleading guilty or no contest/nolo contendere to a criminal charge; receiving probation before judgment in a criminal matter; or being found criminally responsible in connection with criminal charges brought against an employee.
8. Unexcused/unapproved absenteeism or unexcused tardiness.
9. Reporting to work unfit or impaired, or the possession, use, or being under the influence of drugs or alcohol on Westerly property or while on Westerly business.
10. Use or threat of any weapon on Westerly premises or while on Westerly business, or unauthorized possession of any weapon on Westerly property or while on Westerly business (unless required by the job).
11. Actions in violation of Westerly safety rules and regulations or OSHA standards, including without limitation entering underground structures, excavations, or unsafe work environments.
12. Committing any act which threatens or is potentially threatening to, or which embarrasses or is potentially embarrassing to, the reputation of Westerly or any of its employees or customers.
13. Actions unbecoming of a member of management or official with Westerly.
14. Carrying explosives or unauthorized weapons or committing criminal acts on Westerly premises or while working.
15. Disorderly conduct which may endanger the well-being of any employee or citizen on Westerly premises or while working.
16. Threatening, intimidating, coercing, using abusive or vulgar language, or interfering with the performance of other employees.
17. Insubordination or refusal to comply with instructions or failure to perform reasonable duties which are assigned.
18. Unauthorized use of Westerly material, time, equipment, or property or removing documents, materials, supplies, or equipment from the premises of Westerly without appropriate authorization.

19. The employee does not perform his/her job duties to the satisfaction of Westerly.

Demotion

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town Manager may demote an employee whose ability to perform his required duties falls below standard, or for disciplinary purposes. Upon request of the Department Director and approval of the Town Manager, demotion may be made to a vacant position. Written notice of the demotion shall be given to the employee prior to the effective date of the demotion. A salary decrease shall be made based on the new job responsibilities.

Workplace Investigations

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Westerly is committed to ensuring that all internal investigations are conducted in a fair and impartial manner and in compliance with all applicable state and federal laws.

Process

Human Resources and/or designee will promptly initiate an appropriate investigation upon receiving a written or verbal statement of misconduct or harassment and will conclude the investigation in a timely fashion. Human Resources will make a reasonable effort to ensure that the entire investigation process and those involved will remain confidential. The complainant or whistleblower and all witnesses will be informed that if the investigation leads to legal action, there is a potential that information provided during the investigation process may be disclosed.

Primary Responsibility of Investigations

Human Resources and/or designee shall have primary responsibility of conducting all workplace internal investigations. In certain situations, the Town Solicitor and/or the Westerly Police Department may assume responsibility for gathering information for an investigation.

Investigation Steps

The following steps shall normally be undertaken for a workplace conduct investigation:

1. An internal investigation will usually commence upon the receipt of a verbal or written complaint.
2. Westerly investigator(s) will inform the complainant(s) that the Westerly initiated investigation will be handled on a need-to-know basis; however, if information is learned that personnel action or legal action is required, there is a potential that disclosure of this information may occur in the process.
3. The complainant or whistleblower will be interviewed, and a written statement may be submitted by the complainant or whistleblower.
4. All witnesses will be interviewed.
5. Upon completion of the investigation, Human Resources and/or designee will provide a confidential Investigation Summary Report to the Town Manager and if required, the Town Solicitor.

6. The complainant or whistleblower will be informed once the investigation is complete.

Maintenance of Records

All investigative records will be maintained in a separate confidential file in the Human Resources Department and, unless advised otherwise by the Town Solicitor, Human Resources will retain the investigative records as required by state and/or federal law.

Consumer Reports

Any information obtained and reported by third parties employed or engaged by Westerly concerning an employee's credit, character, general reputation, personal characteristics, or mode of living will be a "consumer report" under the Fair Credit Reporting Act. Accordingly, Westerly will provide such notice to the employee that such reports have been received. The employee may request and obtain a copy of the consumer report.

Disclosure to Third Parties

No employee or agent of Westerly may make any disclosure to third parties regarding the particulars of any internal investigation without prior approval from the Town Solicitor.

CHAPTER 4 – EMPLOYMENT RELATIONSHIP

4.1. BACKGROUND CHECKS

Westerly believes that hiring qualified individuals to position contributes to Westerly's overall strategic success. Background checks serve as an important part of the selection process. All offers of employment at Westerly are contingent upon clear results of a thorough background check.

Background checks may include:

- **Social Security Verification:** validates the applicant's Social Security number, date of birth and former addresses.
- **Prior Employment Verification:** confirms applicant's employment with the listed companies, including dates of employment, position held and additional information available pertaining to performance rating, reason for departure and eligibility for rehire. This verification will be run on the past two (2) employers or the previous five (5) years, whichever comes first.
- **Personal and Professional References:** calls will be placed to individuals listed as references by the applicant.
- **Educational Verification:** confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- **Criminal History:** includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
 - The nature of the crime and its relationship to the position.
 - The time since the conviction.
 - The number (if more than one) of convictions.
 - Whether hiring, transferring or promoting the applicant would pose an unreasonable risk to the business, its employees or its customers and vendors.

The following additional background searches will be required if applicable to the position:

- **Motor Vehicle Records:** provides a report on an individual's driving history in the state requested. This search will be run when driving is an essential requirement of the position.
- **Credit History:** confirms candidate's credit history. This search will be run for positions that involve management of Westerly funds and/or handling of cash or credit cards.

Procedure

Human Resources may use a third-party administrator to conduct background checks. Final candidates must complete a background check authorization form and return it to Human Resources. Human Resources will order the background check upon receipt of the signed release form.

Compliance with Laws

Westerly will ensure that all background checks are held in compliance with applicable federal and state statutes, such as the Fair Credit Reporting Act (FCRA).

Criminal Background Screens

All criminal background screens are conducted post-offer (contingency offer). However, as part of Title VII of the Civil Rights Act, this information cannot be used as a basis for denying

employment, unless it is determined to be job-related.

Westerly reserves the right to make the sole determination concerning information or any employment decision arising out of the background check.

4.2. EMPLOYEE CLASSIFICATIONS

To determine eligibility for benefits, overtime status and to ensure compliance with federal and state laws and regulations, Human Resources classifies its employees as shown below. Human Resources may review or change employee classifications at any time.

Non-exempt employees are those employees who are covered by the Fair Labor Standards Act and are eligible for overtime.

Exempt employees are those employees who are not covered by the Fair Labor Standards Act and are considered exempt from overtime regulations.

Full-time employees are those employees who work a regular schedule of forty (40) hours each week on a year-round basis. Full-time non-union, non-seasonal employees are eligible for all benefits as described in this handbook.

Part-time employees are those employees who work less than forty (40) hours per week. Non-seasonal employees who work between thirty (30) and forty (40) hours a week, on a year-round basis, are eligible for health insurance at the rates established for part-time employees.

Non-Union employees are those employees who are not represented by a labor union.

Union employees are those employees who are represented by a labor union.

Temporary/Seasonal employees are those employees who are in a temporary or seasonal position, typically not lasting longer than six (6) months in duration. Seasonal and temporary employees under the age of eighteen (18) may be required to provide working papers from their school.

Grant-Funded Positions – Grant funded positions are positions funded by grants awarded to the Town of Westerly. There is no guarantee of further employment once the grant funds have ended. To be eligible for benefits, the position must be thirty (30) or more hours per week on a year-round basis and meet the eligibility requirements as outlined in the policies and or summary plan documents.

4.3. EXPECTATIONS OF PRIVACY

All storage facilities, offices and workspaces, including desks and lockers, are the property of the Town of Westerly and Westerly reserves the right to have access to these areas and to such property at any time, without advance notice to any employee. Therefore, employees should not expect that such property will be treated as private and personal to the employee. Likewise, electronic mail and voice mail are also Westerly property and are to be used only for business purposes. Internet accounts

are also to be used only for Westerly business. Westerly reserves the right to inspect, monitor and have access to company computers, electronic mail, voice mail messages and Internet communications. Employees who make excessive use of the communications system for personal matters are subject to discipline. Employees are expected to keep personal communication to a minimum and to emergency situations.

It is Westerly's goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. To promote the safety of employees and visitors, as well as the security of its facilities, Westerly reserves the right to conduct video surveillance of any portion of its premises at any time. Video cameras will be positioned in appropriate places within and around Westerly buildings. The only exceptions to this policy include private areas of restrooms, showers and dressing rooms.

4.4. EMPLOYMENT ELIGIBILITY VERIFICATION

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. If they have not completed an I-9 with Westerly within the past three (3) years, or if their previous I-9 is no longer retained or valid.

New Employees

- All new employees of Westerly must complete Section 1 of Form I-9 after accepting their offer of employment and no later than their first day of employment.
- Employees must present acceptable documentation to verify identity and employment eligibility within three (3) business days of their start date.
- Only original and unexpired documents from the lists of acceptable documents may be used for I-9 verification.
- Photocopies, faxes, or digital scans of identity or employment eligibility documents are not permissible for verification purposes.

Former Employees

Former employees who are rehired must also complete the form if they have not completed an I-9 with Westerly within the past three (3) years, or if their previous I-9 is no longer retained or valid.

Inaccurate Pre-employment Information

Providing false, incomplete, or misleading information on the employment application or other materials submitted in connection with an application or in response to any part of the recruitment process, no matter when discovered, may result in a non-hire decision, rescission of an offer of employment, or termination of an employee.

4.5. EMPLOYMENT OF RELATIVES & PERSONAL RELATIONSHIPS

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Employment of Relatives

Relatives and domestic partners may be hired by Westerly if the:

1. persons concerned will not work in a direct supervisory relationship, and
2. employment will not pose difficulties for supervision, security, safety, or morale.

For the purposes of this policy, “relatives” are defined as spouses, children, siblings, parents, or grandparents. A “domestic partnership” is generally defined as a committed relationship between two (2) individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with Westerly provided they don’t work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, Westerly will attempt to reassign one of the employees to another position for which the employee is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from Westerly.

Personal Relationship between Supervisor & Subordinate

Westerly strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business and enhancing productivity. Although this policy does not prevent the development of friendships or personal relationships between co-workers, it does establish restrictions for direct supervisor/subordinate relationships.

A supervisor who has authority over an employee’s terms and conditions of employment may not have a personal relationship with a subordinate because of the supervisor’s ability to affect the terms and conditions of employment of that individual. A “personal relationship” is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.

If a Relationship Occurs

If a relationship occurs or a potential risk is identified, it will be reported to Human Resources who will work with the parties involved to consider options for resolving the problem. The initial solution may be to ensure the parties no longer work together on matters where one is able to influence the other or act for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer to other positions or departments.

If one or both parties refuse to accept a reasonable solution or an offer of alternative position, if available, such refusal will be deemed a voluntary resignation.

Failure to Cooperate

Failure to cooperate with Westerly to resolve a conflict or problem caused by a personal relationship between a supervisor and a subordinate may be deemed insubordination and cause for immediate termination. Westerly’s disciplinary policy will be followed to ensure fairness and consistency before any such extreme measures are undertaken.

The provisions of this policy apply regardless of the sexual orientation of the parties involved.

4.6. HOURS OF WORK & WORKWEEK

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures and if silent, to their Department Director.

Town offices will be open to the public 8:30 a.m. to 4:30 p.m., Monday through Friday, holidays excepted. A normal workweek for non-union, non-seasonal, full-time employees will be Monday-Friday, 8:00 a.m. to 4:30 p.m. (forty (40) hours) with a half hour unpaid lunch. Any employee with a non-standard work schedule that deviates from the regular schedule must be approved, in advance, by Human Resources and the Town Manager.

Executime

Executime, an electronic payroll system, is used by employees, where applicable, to request time off, to clock in and out, and the use of the benefits calendar and benefits summary. All employees, except Exempt employees, are required to clock in and out on Executime. Exempt employees must use Executime to request time off. All employees will be given the option of how they would like to clock in/clock out each day, e.g., fingerprint, Fob, desktop, etc.)

Westerly reserves the right to assign duties and hours according to the needs of the workforce.

Meals & Breaks

Union Employees

Union employees shall receive meals and breaks as outlined in their collective bargaining agreement and/or Police Policies & Procedures.

Non-Seasonal, non-union employees will receive either a half-hour or one (1) hour unpaid lunch. If an employee takes a one (1) hour unpaid lunch, then the employee will arrive at 7:30 am or leave at 5:00 pm with the approval of his/her supervisor. Meal breaks will also be scheduled by the department supervisor or manager. Lunch breaks will continue to be auto deducted for thirty (30) minutes, however, if an hour lunch break is used, it will need to be entered by the supervisor.

Telecommuting

Telecommuting allows employees to work from home with pre-approval from the Department Head and final approval from the Town Manager.

Telecommuting is not intended to replace PTO typically used for doctor visits, home deliveries or other personal commitments. Telecommuting is not designed to be a replacement for appropriate childcare. The focus of the arrangement must remain on job performance and meeting business demands.

Eligibility

Telecommuting may be appropriate for some employees and jobs but not for others.

Telecommuting does not apply to Union employees. Telecommuting is not an entitlement, it is not a Westerly wide benefit, and it in no way changes the terms and conditions of employment with Westerly. Approval will be on a case-by-case basis and may be revoked at any time.

Telecommuting can only be considered for those employees who can complete their work from home.

Telecommuting Agreement

A telecommuting agreement will be prepared and signed by the employee, Department Head, Human Resources and the Town Manager.

Work at Home Environment

The employee will establish an appropriate work environment within his/her home for work purposes. Westerly will not be responsible for any costs associated with the setup of the employee's home office, such as internet service, office supplies, docking stations, monitors, printers, remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

Westerly will determine the equipment needs for each employee on a case-by-case basis. Equipment supplied by Westerly is to be used for business purposes only.

Security of Equipment

The employee agrees that Westerly equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make any changes to security or administrative settings on Westerly equipment. The employee understands that all tools and resources provided by Westerly shall always remain the property of Westerly. Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of customer information accessible from their home office.

Expectations of Employee

In addition to the above the employee agrees to the following terms while telecommuting:

- The employee will remain accessible and productive during scheduled work hours. Specifically, during the hours as established in Westerly's Employee handbook.
- Employees will record all hours worked in accordance with regular timekeeping practices.
- Employees will obtain supervisor approval prior to working unscheduled overtime hours.
- The employee will report to the employer's work location as necessary upon directive from his/her supervisor.
- The employee will communicate regularly with his/her supervisor, co-workers, and others he/she works with.
- Responsiveness is expected and should be timely as though working from the office.
- The employee will comply with all Westerly rules, policies, practices and instructions that would apply if the employee were working at the employer's work location.
- The employee will maintain satisfactory performance standards.
- The employee will make arrangements for regular dependent care and understands that telecommuting is not a substitute for dependent care.
- The employee will always maintain a safe and secure work environment.
- The employee will report IT/equipment issues to his/her supervisor as soon as practical.
- The employee must have access to adequate internet connection to support telecommuting and perform essential job duties. The bandwidth should not significantly impact the employee's ability to connect to or perform essential job functions on Westerly's network. Furthermore, the video/audio quality during virtual meetings should not negatively impact the meeting progress.
- Westerly work rules and other policies continue to apply to offsite work locations.

4.7. LAYOFF & RECALL

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town Manager or his/her designee may lay off any employee, or group of employees, without prejudice due to the shortage of funds and/or work; a bona fide abolishment of, or change in, the duties of a position; or the re-organization of a department which eliminates the need for a position. A full-time and/or part-time employee will not be separated by layoff while there are temporary or seasonal employees serving in the same, equal, or lower-level equivalent position for which the full-time/part-time employee is qualified and available for re-assignment.

Criteria for Layoffs

When Westerly must lay off employees, Department Directors generally will, insofar as Westerly deems appropriate, consider a number of factors. An evaluation of each employee will be made, and decisions will be made based on the following criteria:

- An employee's qualifications, skills, and abilities to perform relevant job duties.
- Promotion potential and transferability of skills to other positions within the unit.
- Demonstrated current and past performance.
- The needs of Westerly and specific projects.
- Seniority in cases where skills, abilities, qualifications, and performance factors are substantially equal.

Eligible for Recall

An employee on layoff status is eligible for recall, up to one (1) year after layoff, to their former position, or a position of like status, if one becomes available. The employee must notify the Department Director of his/her intention to return to work within seven (7) calendar days after receiving Notice of Recall. Should an employee not return to work when recalled, Westerly shall have no further obligation to recall him. Westerly will try, in so far as it deems possible and appropriate, to give preference to employees laid off due to a reduction in force in filling positions which subsequently open and for which the employee is qualified.

4.8. NON-SOLICITATION

To ensure a productive and professional work environment, solicitation by an employee of another employee is prohibited while either person is on working time. Employee distribution of literature, handbills or other printed materials in work areas is always prohibited.

Solicitation or distribution of literature by non-employees on Town premises is always prohibited.

4.9. PAY

Pay Period

Two (2) work weeks constitute a pay period. Employees will be paid biweekly on Friday following the conclusion of a payroll period.

Direct Deposit

Employee pay will be electronically deposited directly into one (1) or more checking or savings account designed by each employee. Accounts must be established with banks or credit unions

that support direct deposit. Pay will include earnings for all work performed through the end of the previous payroll period. Westerly is required to make certain deductions such as Federal Income Tax, Federal Social Security, Medicare Tax and State Income Tax. The payroll schedule can be found on the Town's HR website.

Changes in W-4, Direct Deposit & Deductions

Employees may contact Human Resources to complete the proper forms to update W-4 information, set up direct deposit, or change any voluntary deductions to their pay. To ensure that the W-2 is accurate and received on time, employees must report any name or address changes within thirty (30) days of the change.

Payroll Deductions

In accordance with state and federal law, automatic payroll deductions will be made for federal and state income tax purposes, health insurance deductions, pension contributions, approved unions dues or make good provisions of collective bargaining agreements, social security tax, and any other item ordered by a court or applicable law. Voluntary deductions may be made for town approved elective programs.

Deductions from Pay/Safe Harbor Exempt Employees

Westerly does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes.
- Deductions for employee benefits when authorized by the employee.
- Absence from work for one (1) or more full days for personal reasons other than sickness or disability.
- Absence from work for one (1) or more full days due to sickness or disability
- Offset for amounts received as witness or jury fees or for military pay.
- Unpaid disciplinary suspensions of one (1) or more full days imposed in good faith for workplace conduct rule infractions; *and*
- Any full work week in which the employee does not perform any work.

During the week an exempt employee begins work for Westerly or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from the employee's pay, the employee should immediately report the deduction to Human Resources. The report will be promptly investigated, and if it is found that an improper deduction has been made, Westerly will reimburse the employee for the improper deduction.

Payroll Errors

It is an employee's responsibility to review his/her paycheck to ensure that pay is calculated correctly. If an error is noted, the employee should contact Human Resources for necessary corrections.

Reporting Time

All employees, except Exempt employees, are required to provide an accurate daily record of work time. Westerly uses Executime though there may be times when a physical timesheet may have to be used.

Exempt Employees

Executime will be used when any time off is requested and/or used.

Non-Exempt Employees

Non-exempt employees must accurately enter time daily; the time they begin and end their work, as well as the beginning and ending time for each meal period. The beginning and ending time of any partial day worked or a departure from work early, for personal reasons, should also be entered. All benefit time should be entered daily or as soon as practicable but not less than weekly. In addition, the employee should enter all pre-approved, overtime hours worked.

Out of Class

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

When an employee is assigned the majority of essential duties of a position which is higher in both responsibility and compensation than the employee's regular position, such employee will normally be compensated up to an additional five percent (5%) of the employee's regular salary. Exceptions to this policy may be made by the Town Manager.

Eligibility

Typically, to be eligible for out-of-class assignments, employees must be performing the higher-level functions for a period of more than thirty (30) days and be assigned those duties by their Department Director. Out of Class assignments must be recommended by Human Resources and the Town Manager.

Temporary Appointment

When an employee is officially temporarily appointed to a higher-level position, either through Council action or by a formal letter from the Town Manager, the employee shall receive the same rate of pay as the previous incumbent of the position.

Overtime

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

When required, due to the needs of Westerly, non-exempt employees may be asked to work overtime. Overtime is actual hours worked in excess of forty (40) hours in a single workweek and paid at time and a half. All overtime hours must be approved in advance by a supervisor or manager.

1. Non-Exempt Employees

Non-exempt employees are entitled to overtime for those hours worked, to include any accrued time used and holidays, over forty (40) hours per work week. These employees will be paid overtime compensation at the rate of one and one half (1 ½) of their regular rate of pay.

2. Exempt Employees

In accordance with the Federal Fair Labor Standards Act (FLSA), Exempt employees are not entitled to compensatory time or overtime. Flexing of hours, when additional time is worked beyond the forty (40) hours in a workweek, may be allowed, at the approval of the supervisor. Exempt employees are expected to work at least forty (40) hours per week or more, to perform the job well. Any abuse of the flex hours, due to additional hours worked, may be subject to discipline up to and including termination.

4.10. PERSONNEL FILES

Personnel files are the property of Westerly, and access to the information they contain is restricted. Generally, only supervisors and management personnel of Westerly who have a legitimate reason to review information in a file are allowed to do so.

Employee Review

An employee who wishes to see his/her personnel file should schedule an appointment, with at least two (2) business days' notice, with Human Resources. Employees are advised that under state law, Westerly may lawfully prohibit access to records of an employee relating to the investigation of a possible criminal offense or records prepared for use in any civil, criminal or grievance proceedings, any letter of reference, recommendations, managerial records that are kept or used only by the employer, confidential reports from previous employers, and managerial planning records.

The employee is not to remove his or her personnel file from the immediate place of inspection. Westerly reserves the right to charge employees a fee reasonably related to the cost of supplying copies of requested documents. Westerly reserves the right to limit an inspection of any employee's personnel file or records of no more than three (3) occasions in any calendar year.

Employee Medical Records

Westerly is required by law to keep all employee medical records confidential, unless the employee signs a release form specifically allowing their disclosure. Westerly recognizes the necessity of protecting the security of such information. Any person who violates this confidentiality of medical records law may be liable for actual and punitive damages.

Notification of Changes to Personal Information

It is advantageous for employees to see that all personnel records are accurate and up to date. Employees are responsible for and must advise Human Resources within thirty (30) calendar days of any changes to any personal information (i.e., divorce, marriage, birth of child, change of address, name change, contact information, etc.). If this is not done, employee's health insurance benefits may be affected.

4.11. PRIVACY – SOCIAL SECURITY NUMBERS

It is Westerly's policy that Social Security numbers obtained from employees, vendors, contractors, customers, or others are confidential information. Social Security numbers will be obtained, retained, used, and disposed of only for legitimate business reasons and in accordance with the law and this policy.

Procedure

Documents or other records containing employee Social Security numbers generally will be requested, obtained, or created only for legitimate business reasons consistent with this policy. For example, Social Security numbers may be requested from employees for tax-reporting purposes (i.e., Internal Revenue Service (IRS) Form W-4), for new hire reporting, or for purposes of enrollment in the company's employee benefit plans.

Retention and Access

All records containing Social Security numbers (whether partial or complete) will be maintained in secure, confidential files with limited access.

Unauthorized Use/Disclosure

Any employee who obtains, uses, or discloses Social Security numbers for unauthorized purposes or contrary to the requirements of this policy and procedure may be disciplined up to and including termination. Westerly will cooperate with government investigations of any person alleged to have obtained, used, or disclosed Social Security numbers for unlawful purposes.

4.12. RECRUITMENT

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Westerly follows recruitment procedures that will attract, hire, and retain the most qualified applicants for job vacancies. Recruitment for a vacancy will be spearheaded by Human Resources.

Job Postings

Westerly will post all full-time, part-time, and temporary vacancies. Other external advertising of vacancies may also take place and will be handled on a case-by-case basis at the discretion of Human Resources to recruit the most qualified candidates.

Process

The recruitment process includes but is not limited to a review of the application materials, one or more interviews by phone and/or in person, verification of information obtained from the application or interview, checking of references, criminal background check, credit check, testing and/or any other means required to adequately evaluate an applicant's ability to perform necessary and essential functions of a particular position.

Job Descriptions

Minimum requirements are listed on the job descriptions which are posted on Westerly's HR website. Minimum requirements are set by Human Resources and the hiring supervisor, and are based on all applicable laws, including the Town Charter. Job descriptions as well as minimum requirements are to be reviewed periodically and updated when necessary. Job descriptions should include physical requirements as well as working conditions and environment.

Current Employees Preference - Westerly employees who are applying for non-union positions may be given preference in hiring at the discretion of the Town Manager or designee.

Veterans Preference - In the case of an examination for original appointment into a full-time position in the Town service, all persons honorably discharged from military service who have met the minimum requirements of a posted position may have additional points added to their score and may be given preference in hiring.

4.13. REFERENCE CHECKS

Human Resources will respond to all reference and background check inquiries. If a supervisor receives a request, the supervisor should direct the request to Human Resources. For checks for current and past employees, Westerly will confirm dates of employment, wage rates, and position(s) held.

4.14. SEPARATION FROM EMPLOYMENT

At-Will Employment

Employment with Westerly is voluntary and subject to termination by the employee or Westerly, at will, with or without cause, and with or without notice, at any time. Nothing in this policy shall be interpreted to conflict with or to eliminate or modify in any way the employment-at-will status of Westerly employees unless otherwise outlined in a collective bargaining agreement.

Voluntary Terminations

A voluntary termination of employment occurs when an employee submits a written or verbal notice of resignation, including intent to retire, to his/her supervisor or when an employee is absent from work for three (3) consecutive workdays and fails to contact his/her supervisor (job abandonment).

Procedures

Employees are requested to provide a minimum of ten working days' notice of their intention to separate employment. The employee should provide a written resignation notification to his/her supervisor and Human Resources prior to the effective date of resignation. Notice is understood to mean that the resigning employee will be available at work during this time. Paid leave may not be utilized during the last two (2) weeks of an employee's employment unless prior approval has been obtained by the Town Manager. Unscheduled sick leave will require a doctor's note if used during a notice period. The employee shall be in active, scheduled working status on the final date of employment unless otherwise authorized by the Town Manager. Resignations, once submitted and accepted, are binding on the employee and Westerly and cannot be changed except by mutual agreement.

1. Upon receipt of an employee's resignation, the Manager will notify the Human Resources by sending a copy of the resignation letter and any other pertinent information (e.g., employee's reason for leaving, last day of work).
2. Human Resources will coordinate the employees' departure from Westerly. This process will include the employee's returning all Westerly property, a review of the employee's post-termination benefits status and the employee's completion of an exit interview.

Involuntary Terminations

An involuntary termination of employment, including a layoff of over thirty (30) days, is a management-initiated dismissal with or without cause.

Death of an Employee

A termination due to the death of an employee will be made effective as of the date of death.

Procedures

1. Upon receiving notification of the death of an employee, the employee's supervisor should immediately notify Human Resources.
2. Human Resources will process all appropriate beneficiary payments from the various benefits plans.
3. The employee's supervisor should ensure that the payroll office receives the deceased employee's timecard.

Exit Interview

The Exit Interview is a valuable tool for feedback about an employee's work experience with Westerly. The information obtained during the Exit Interview may be useful to Human Resources as well as individual department/division managers and supervisors to discern whether Westerly is competitive in its hiring practices, and if legitimate problems exist in operations and/or employee relations as well as identify any trends within a particular department or division that may require review. It is the policy of Westerly that all non-seasonal, full-and part-time employees, who are resigning from Westerly, participate in an exit interview. This exit interview will be conducted during the employee's last week of work.

Indebtedness & Return of Property

Departing employees are expected to reimburse Westerly for any money, debts, or obligations owed to Westerly. Prior to the last day of employment, the employee shall return all Westerly technology resources (including cell phones, computers, software programs, computer peripherals, electronically stored data, data storage devices, keys, and written passwords) and any other data, records or other electronic or physical property of Westerly in his/her possession, custody or control as well as advances for expenses, restitution, uniforms, cellphones, keys, laptops and identification cards, etc. Westerly will terminate user access to Westerly technology resources. Failure to return some items may result in deductions from the employee's final paycheck where state law allows. In some circumstances, Westerly may pursue criminal charges for failure to return Westerly property.

Payment of Benefits & Time

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Employees will receive pay for work performed through the last hour worked and for unused and accrued benefits as stipulated by policy, the collective bargaining agreement, if applicable, and laws governing such payments. The final paycheck will be reduced by any authorized or required legal deductions, pension contributions, union dues, and any other amounts specifically agreed upon orally or in writing by the employee and Westerly. The Supervisor shall be responsible for cancelling any professional association memberships, and scheduled training and for the collection

of all Westerly owned property from employees separated for any reason.

Employees will be paid out for any accrued and unused leave time according to applicable policies, the collective bargaining agreement, if applicable, in addition to any time worked at the time of retirement. All eligible leave time will be paid out at the employee's rate of pay upon retirement unless otherwise specified.

Insurance Coverage (COBRA)

An employee's elected insurance coverage ceases on the last day of the month in which their employment ends unless continuation rights have been exercised. The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides employees and their covered dependents the option to extend group health insurance coverage in the event the insurance terminates due to separation of employment, reduction of hours, death, divorce or legal separation, disability, or Medicare entitlement. Employees should contact Human Resources for detailed information on COBRA.

Severance

Westerly reserves the right to offer severance packages, approved by the Town Manager and Town Board.

Eligibility for Rehire

Employees who leave Westerly in good standing with proper notice may be considered for rehire. Former employees must follow the normal application and hiring processes and must meet all the minimum qualifications and requirements of the position, including any required qualifying exam.

Rehired employees will not retain previous tenure when calculating longevity, leave accruals or any other benefits, unless required by law or a collective bargaining agreement.

Employees who are involuntarily terminated by Westerly for cause or who resign in lieu of termination are ineligible for rehire. In addition, employees who resign without providing adequate notice or who abandon their job may not be considered for rehire.

CHAPTER 5 – WORKPLACE GUIDELINES

5.1. APPEARANCE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The public judges the quality of Town service by the courtesy and efficiency shown by its employees. As part of that effort, Westerly requires employees to maintain a neat and clean appearance that is appropriate for the workplace setting and for the work being performed. All employees have an obligation to appear at work clean and neat. Whether in the office or on field assignments, appearance should be such that it inspires confidence and trust.

All employees are expected to exercise discretion and good taste in a matter of dress. Inappropriate attire will be brought to the attention of the employee by the Department Director. Cleanliness and good grooming are expected of all personnel.

Attire Inside Workplace

For employees working inside, where professionalism and conduct are paramount, worn or torn jeans, shorts, flip flops, tight-fitting cloths, visible underwear, bare feet, cut off or tank top shirts, clothes with holes in them (designed or through wear), shirts where the midsection is showing, or any other attire that is deemed inappropriate or unprofessional by the Department Director, Town Manager, or Director of Human Resources is not allowed.

Attire Outside Workplace

For employees working outside, there are possible safety hazards and liability, especially during the summer months when working with equipment; machinery; plants, insects, and animals. Proper work attire must be clean, consistent, and recognizable; shorts, cut-off pants, cut-off or sleeveless shirts, clothes with visible holes (designed or through wear), shirts where the midsection is showing, hats and clothes with political statements or inappropriate statements, and any other attire that is deemed inappropriate or unprofessional by the Department Director, Town Manager, or Director of Human Resources are not allowed. Proper footwear, designated at the discretion of the Department Director, must be always worn while working outside.

5.2. ATTENDANCE, PUNCTUALITY, & DEPENDABILITY

Individual work efforts are very important to Westerly's overall success. We depend on employees to report to work regularly and at their scheduled time. Absences or tardiness can place a burden on other employees and on Westerly. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible, in advance of the anticipated tardiness or absence.

Exhausted Leave

An employee's pay may have deductions made for partial day absences if: all accrued leave has been exhausted or permission to use leave was not requested or was denied.

Tardiness/Excessive Use of Sick Days

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Frequent lateness or use of sick leave for other reasons or excessive usage of sick days (not pursuant to approved protected leave such as WC or FMLA) or frequent usage of sick leave before or after weekends, holidays, or other days off, may be deemed as abuse of leave.

Employees who excessively use sick leave, or frequently use sick leave before or after weekends, holiday, or other days off, may be subject to providing medical documentation for each absence supporting the need for sick leave.

Unauthorized Absence(s)

Absence(s) without notification and authorization can result in disciplinary action up to and including termination.

5.3. DISCIPLINE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Employees are expected to maintain reasonable standards of conduct, behavior, and performance and display a proper regard for the welfare and rights of other employees and the residents of Westerly. An employee may be subject to disciplinary action for improper or inappropriate conduct including, but not limited to, violations of work rules and general rules and regulations, unacceptable behavior, misconduct, poor performance, or unacceptable attendance.

Progressive Discipline

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Westerly may apply progressive discipline, however an employee may still be immediately terminated, instead of receiving progressive discipline, for inappropriate conduct, including but not limited to violation of work rules, general rules and regulations or policy violations, unacceptable behavior, misconduct, poor performance, or unacceptable attendance. Progressive discipline (with the concurrent of the Town Manager) may include any of the following:

- Documented Verbal Reprimand
- Written Reprimand
- Suspension (unpaid); or
- Termination

5.4. OUTSIDE EMPLOYMENT

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Westerly recognizes that some employees may need or want to hold additional jobs outside their employment with Westerly. Employees of Westerly are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns.

Expectations/Reasons for Disapproval

Westerly applies this policy consistently and nondiscriminatory to all employees, and in compliance with all applicable employment and labor laws and regulations.

1. Work-related activities and conduct away from Westerly must not compete with, conflict with, or compromise Westerly's interests or adversely affect job performance and the ability to fulfill all responsibilities to Westerly. Employees are prohibited from performing any services for customers/vendors/contractors of Westerly that are normally performed by Westerly. This prohibition also extends to the unauthorized use of Westerly tools or equipment and the unauthorized use or application of any Westerly confidential information. In addition, employees may not solicit or conduct any outside business during work time for Westerly.
2. Westerly employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at Westerly, the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).
3. In evaluating the effect that outside work may have on an employee's job performance and other job-related responsibilities, The Department Director and Human Resources will consider whether the proposed employment:
 - May reduce the employees' efficiency in working for Westerly.
 - Involves working for an organization that does a significant amount of business with Westerly, such as major contractors, suppliers, and customers.
 - May adversely affect Westerly's image.
4. Employees who have accepted outside employment may not use paid sick leave to perform work on the outside job.
5. Fraudulent use of sick leave will result in disciplinary action up to and including termination.

Employee Request for Approval

Employees must complete an "Outside Employment Form" if:

1. The employee receives a W-2 form from another employer.
2. The employee receives a 1099 form from another employer.
3. If the employee owns a business and completes a Schedule C for tax purposes.

Outside employment forms will be updated on a biannual basis.

5.5. PERFORMANCE EVALUATIONS & DEVELOPMENT

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Performance Evaluations recognize the importance of an appraisal system which effectively and objectively measures work performance and helps determine and/or substantiate salary, promotions and employment decisions and identifies training and/or staff development needs.

Administering Performance Evaluations

Human Resources, in conjunction with the Town Manager's office, shall be responsible for establishing and administering the employee performance evaluation program. Human Resources will notify Departments of the annual performance evaluation requirements.

Human Resources shall advise, assist and/or train employees, evaluators, supervisory reviewers, and Department Directors to ensure that performance evaluation procedures are understood and implemented in accordance with the provisions of this policy.

Human Resources shall maintain records pertinent to employee performance evaluation and shall continuously monitor the program to ensure that it is efficient and effective.

Timing of Evaluations

Non-Union, non-seasonal receive an evaluation annually, while non-seasonal, are done as needed.

Department Directors may provide each employee (via their supervisor) with a current job description and a sample Evaluation Form, to ensure awareness of the performance criteria upon which the employee will be evaluated. Employees who are required to conduct performance evaluations can access the Town of Westerly Evaluation Manual on Westerly's HR Website. It is the responsibility of the Department Directors, in conjunction with their respective supervisors, to ensure that each non-union, non-seasonal employee within their department is evaluated. Human Resources coordinates and manages the annual evaluation process.

Employee Learning Center/Training

Westerly utilizes a Learning Center for employee training. Training is assigned throughout the year and must be completed by the due date. If an employee does not complete the assigned training by its due date, they will be subject to discipline.

Professional Development

At the discretion of the Department Director, Westerly will purchase memberships for employees appropriate to the employee's job and professional development in technical and professional associations. Membership dues and other legitimate business expenses connected with these memberships are paid or reimbursed by Westerly. These memberships, even though taken in the name of the individual, are the property of Westerly.

Recognition & Rewards

The Town Manager's Office, in conjunction with Human Resources, may develop a variety of employee recognition and rewards programs. These programs are designed to recognize employee achievement and outstanding employee performance. Any programs that are developed will be reviewed from time to time to ensure their efficacy. Deployment and sustaining these programs are dependent upon continued funding.

5.6. INFORMATION TECHNOLOGY RESOURCES

Westerly provides and maintains the following forms of electronic communication, messaging agents and electronic facilities: internal and external electronic mail (e-mail), telephone voice mail, cell phones, radios, walkie talkies, listservs, Internet access, and computer hardware and software. As a condition of providing this technology, Westerly enforces certain restrictions on

its workplace use and restricts such use to business purposes. Employees are expected to appropriately use and become proficient in the use of all business-related technology.

Property of Westerly

The internal communication systems, as well as the equipment and data created, are and always remain the property of Westerly. All messages and files created, sent, received, or stored within the system should be related to town business and are and will remain the property of Westerly.

No Expectation of Privacy

Westerly reserves the right to retrieve, review, audit, intercept, access and/or disclose any message or file composed, sent, received, or deleted. The contents of electronic mail may be disclosed without the permission of the employee. There should be no expectation of privacy. Although e-mail and voice mail may use passwords for security, confidentiality cannot be guaranteed. The Town Manager or his/her designee may limit or deny an individual's access to any Westerly system.

Downloads/Installation of Software

Employees should not download or install any software without approval from the Information Technology department.

Password Restrictions

The IT Department may request employees on a regular basis to change passwords for security reasons. Employees must cooperate with the IT department to ensure all security measures are met. The following is strictly prohibited:

- Releasing passwords.
- Allowing passwords to be visible to others or another's individual password.
- Creating unauthorized systems accounts.
- Personal use of Westerly E-mail.
- The use of video games.
- Viewing of non-work-related videos.
- Using Westerly-owned equipment for personal profit or partisan political purposes.
- Leaving the workstation without logging out or locking.
- Installing/uninstalling software or hardware without approval of the IT Department.
- Allowing non-town personnel use of hardware/software without authorization.
- Unauthorized attempts or entry into any computer or any part of the system/network.

Guidelines for Appropriate Use of Email

Appropriate workplace etiquette must be observed when using Westerly's e-mail and other forms of electronic communication. The guidelines include:

- Communicating urgent matters for immediate response, communicating with several people quickly or communicating other time-sensitive matters.
- Keep all messages as brief as possible to minimize reading time, thereby keeping communication efficient.
- Keep communication professional.
- Avoid sensitive subject matter that should be addressed in person, if possible.
- Check message content for accuracy and good business writing style (i.e., using correct

- grammar, spelling, and punctuation).
- Respond in a timely manner to all messages when expected or requested.
 - Avoid writing in all uppercase letters.
 - Avoid the “reply all” function (i.e., system wide distribution) when not necessary or intended.

Emails may be subject to disclosure under Freedom of Information laws and should not be deleted. Please note that personal email or texting on personal phones for Westerly business may subject it to disclosure under the Freedom of Information laws.

Guidelines for Appropriate Use of Internet

Though Westerly encourages employee use of the Internet for work related business, its use is restricted to the following:

- Communicating with employees, vendors, or clients regarding matters within an employee’s assigned duties.
- Acquiring information related to, or designed to facilitate, the performance of regularly assigned duties.
- Facilitating performance of any task or project in a manner approved by an employee’s supervisor.
- The personal use of the internet and/or social media activities are not permitted during working hours.

Prohibited Use of E-Mail, Voicemail, Internet, and Other Electronic Communications

E-mail, voice mail and other electronic communications transmitted on Westerlys’ equipment, systems or networks may not contain any content that would reasonably be considered offensive, harassing, or disruptive to another individual. Offensive content would include sexual comments or images, racial slurs, gender-specific comments, or any comments that might be construed as offensive by a reasonable person based on race, age, sex, sexual orientation, religious or political beliefs, national origin, or disability.

Regarding Internet and e-mail access and use, employees should be advised that Westerly expressly prohibits use of the provided Internet and e-mail for the following activities:

- Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.
- Sending, receiving, printing or otherwise disseminating proprietary data, or other confidential information of Westerly or its counterparts in violation of Westerly policy or proprietary agreements.
- Using offensive or harassing statements or language, including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious or political beliefs.
- Sending or soliciting sexually oriented messages or images.
- Operating a business, usurping business opportunities, soliciting money for personal gain or searching for jobs outside the Town of Westerly.
- Non-work-related emails, e.g., jokes, chain letters.
- Gambling or engaging in any other activity in violation of local, state, or federal law.
- Political activity.

Violations of Policy

Employees who violate any provision of this policy shall be subject to disciplinary action up to and including termination.

5.7. SOCIAL MEDIA

This Town of Westerly policy establishes guidelines for the creation and use by the Town of Westerly, RI, its departments, divisions and/or employees of Westerly's social media sites for Work- Related Purposes (including but not limited to Facebook and Twitter) as a means of conveying Town information to its citizens.

The intended purpose behind establishing Westerly social media sites is to disseminate information from Westerly, about Westerly, to its citizens.

The Town of Westerly has an overriding interest and expectation in deciding what is "spoken" on behalf of Westerly on Westerly's social media sites.

For purposes of this policy, "Social Media" is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include Facebook, Twitter, Google+, blogs, YouTube, LinkedIn, Snapchat, Flickr, Instagram etc... For purposes of this policy, "Content" includes comment, information, articles, pictures, videos, or any other form of communicative content posted on Town social media sites.

Establishment & Use of Sites

The establishment and use by any department, division or employee of Social Media sites are subject to approval by the Town Manager or his/her designees and Westerly's Information Technology Department ("ITD"). Town Social Media sites shall be administered and monitored by individual department site administrators approved by the individual Department Directors, with notification to the Town's ITD staff and the Town Manager.

Town Social Media sites should make clear that they are maintained by Westerly and that they follow Westerly's social media Policy.

Wherever possible, Town Social Media sites should link back to the official Town of Westerly website or department web pages for forms, documents, online services, and other information necessary to conduct business with Westerly.

Monitoring of Site

The Town's Public Information Officer will occasionally monitor content on Westerly Social Media sites to ensure adherence to Westerly's Social Media Policy and the interests and goals of Westerly. Site administrators shall also monitor Westerly Social Media sites for Content requesting responses from Westerly. Site administrators may direct such requests to the appropriate department for response. When a Westerly employee responds to a comment, in his/her capacity as a Westerly employee, the employee should do so in the name of his/her department, and the employee shall not share personal information about himself/herself, or other Westerly employees except as required for Westerly business.

Westerly reserves the right to restrict or remove any content that is deemed in violation of this Social Media Policy or any applicable laws, rules, regulations or policies. Any content removed based on this Social Media Policy should be retained by the site administrator who removed it for a reasonable period, as well as information about the time, date, and identity of the poster, when available. This Social Media Policy must be displayed to users or made available by hyperlink_ www.westerlyri.gov/SocialMedia. Westerly will approach the use of social media tools as consistently as possible, enterprise wide.

Primary Internet Presence

Westerly's website at www.westerlyri.gov will remain Westerly's primary and predominant Internet presence.

Adherence to Applicable Laws

All Westerly Social Media sites shall adhere to applicable federal, state, and local laws, rules, regulations, and policies.

Record Retention

The Town of Westerly Social Media sites are subject to Rhode Island public records and record retention laws, rules, regulations, and policies. Any content maintained in a Social Media format that is related to Westerly business, including a list of subscribers, posted communication, and communication submitted for posting, may be a public record subject to public disclosure. The department site administrator will maintain records in accordance with Rhode Island public records and record retention laws, rules, regulations, and policies.

Non-Related Content

Comments or other content on topics or issues not related to Westerly business or within the jurisdictional purview of Westerly may be removed.

Employee Representation

Employees representing Westerly via Westerly Social Media sites shall always conduct themselves as representatives of Westerly in accordance with all Westerly rules, regulations and policies.

Social Media Policy Update

This Social Media Policy may be updated from time to time and amended at the discretion of the Town Manager, with approval by the Town Council.

Social Media Content

As a public entity, Westerly should abide by certain standards to serve all its constituents in a civil and unbiased manner. The intended purpose behind establishing Westerly Social Media sites is to disseminate information from Westerly, about the Town, to its citizens.

Content perceived as containing any of the following, but not limited to, inappropriate forms of content shall not be permitted on Westerly Social Media sites and is subject to removal and/or restriction by site administrators, the Town's Public Information Officer, the Town Manager, or their designees:

- Content not related to the original topic or to the business of Westerly, including random or unintelligible contents.
- Profane, obscene, violent or pornographic content and/or language.
- Content that promotes, fosters, or perpetuates discrimination based on race, color, national origin, sex, gender, physical and mental disability, sexual orientation, religion, age, family status, military status, or source of income.
- Defamatory or personal attacks.
- Threats to any person or organization.
- Content in support of, or opposition to, any political campaigns or ballot measures.
- Solicitation of commerce, including but not limited to the advertising of any business or product for sale.
- Conduct in violation of any federal, state, or local law, rule or regulation.
- Encouragement of illegal activity.
- Information that may tend to compromise the safety or security of the public or public systems.
- Content that violates a legal ownership interest, such as, but not limited to a copyright, of any party; or
- Any other content deemed inappropriate by Westerly.

Public Comments

Content posted by a member of the public on any Westerly Social Media site shall be the opinion of the commentator or poster only, and publication of content does not imply endorsement of, or agreement by, Westerly, nor does such content necessarily reflect the opinions or policies of Westerly.

Violations of Policy

Westerly reserves the right to deny access to Westerly Social Media sites to any person who violates Westerly’s Social Media Policy, at any time and without prior notice. Content posted to any Westerly Social Media site must comply with that site’s terms and conditions, and Westerly reserves the right to report any violation of those terms to the site administrator so the site administrator may take appropriate and reasonable responsive action.

Use of Personal Social Media - Privacy

Westerly shall not:

1. Require, coerce, or request an employee or applicant to disclose the password or any other means of accessing a personal social media account.
2. Require, coerce, or request an employee or applicant to access a personal social media account in the presence of the employer or representative.
3. Require or coerce an employee or applicant to divulge any personal social media account information, except when reasonably believed to be relevant to an investigation of allegations of employee misconduct or workplace related violation of applicable laws and regulations and when not otherwise prohibited by law or constitution; provided that the information is accessed and used solely to the extent necessary for purposes of that investigation or a related proceeding.
4. Compel an employee or applicant to add anyone, including the employer or their agent, to

their list of contacts associated with a personal social media account or require, request, or cause an employee or applicant to alter settings that affect a third party's ability to view the contents of a personal social media account.

5. Terminate or otherwise penalize or threaten to terminate, discipline, or otherwise penalize any employee for an employee's refusal to disclose or provide access to any information specified in this policy, or for refusal to add the employer or his or her list of contacts associated with a personal social media account, or to alter the settings with a personal social media account.
6. Fail to refuse to hire any applicant because of the applicant's refusal to disclose or provide access to any information specified in this policy or refusal to add the employer to their agent to their list of contacts associated with a personal social media account, or to alter the settings associated with a personal social media account.

Use of recording devices.

Due to the potential for issues such as invasion of privacy, sexual or other harassment (as defined by our harassment/discrimination policy) employees may not take, distribute, or post pictures, videos, or make audio recordings of employees or managers while at work. Employees also may not take pictures or make recordings of other employees without express written permission. An exception to the rule concerning pictures and recordings of work areas would be if you are engaging in activity protected by the Rhode Island State Labor Relations Act such as taking pictures of health, safety, and/or working condition concerns or of strike, protest, and work-related issues and/or other protected concerted activities.

Acceptable Use of Generative AI Tools

Publicly available applications driven by generative artificial intelligence (GenAI), such as chatbots (ChatGPT, Google's Bard, Microsoft Bing) or image generators (DALL-E 2, Midjourney) are impressive and widely popular. But while these content-generating tools may offer attractive opportunities to streamline work functions and increase our efficiency, they come with serious security, accuracy, and intellectual property risks. This policy highlights the unique issues raised by GenAI, helps employees understand the guidelines for its acceptable use, and protects the Company's confidential or sensitive information, intellectual property, workplace culture, and commitment to diversity.

Scope

This policy applies to the use of any third-party or publicly available GenAI tools, including ChatGPT, Google Bard, DALL-E, Midjourney, and other similar applications that mimic human intelligence to generate answers, work products, or perform certain tasks. (This policy does not cover other GenAI or AI tools formally approved or installed by Westerly.)

Employee Obligations

Employees will:

- Understand that GenAI tools may be useful but are not a substitute for human judgment and creativity.
- Understand that many GenAI tools are prone to "hallucinations," false answers or information, or information that is stale, and therefore responses must always be carefully verified by a human.

- Treat every bit of information provided as a GenAI tool as if it will go viral on the Internet, attributed to the employee or Westerly, regardless of the settings selected within the tool (or the assurances made by its creators).
- Inform their supervisors when a GenAI tool is used to help perform a task.
- Verify that any response from a GenAI tool that is relied on or used is accurate, appropriate, not biased, not a violation of any other individual or entity's intellectual property or privacy, and consistent with Westerly policies and applicable laws.

Employees will not:

- Upload or input any confidential, proprietary, or sensitive Westerly information into any GenAI tool. Examples include passwords and other credentials, protected health information, personnel material, information from documents marked Confidential, Sensitive, or Proprietary, or any other nonpublic information that might be harmful to Westerly if disclosed. This may breach an employee or Westerly's obligations to keep certain information confidential and secure, risks widespread disclosure, and may cause Westerly's rights to that information to be challenged.
- Upload or input any personal information (names, addresses, likenesses, etc.) about any person into any GenAI tool.
- Represent work generated by a GenAI tool as being his/her own original work.
- Integrate any GenAI tool with internal Westerly software without first receiving specific written permission from his/her supervisor and the IT Department.
- Use GenAI tools other than those on the approved list from the IT Department. Malicious chatbots can be designed to steal or convince an employee to divulge information.

The Town of Westerly will not use Gen AI tools to make or help make employment decisions about applicants or employees, including recruitment, hiring, retention, promotions, transfers, performance monitoring, discipline, demotion, or terminations.

Violations

Violating this policy may result in disciplinary action up to and including immediate termination and could result in legal action. If an employee is concerned that someone has violated this policy, report this behavior to the supervisor or Human Resources.

Disclaimer

Nothing in this policy is designed or intended to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment or any other rights protected by the National Labor Relations Act.

5.8. USE OF WESTERLY VEHICLES

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Westerly vehicles will only be assigned to employees who require a vehicle for the performance of their duties and shall not be available for personal use. No vehicles shall be assigned without written approval of the Department Director and Town Manager. The Town Manager must approve in advance any non-routine business trips out of Town for which a Westerly vehicle will be used.

Improper Use of Westerly Vehicles

Westerly employees who are to be available twenty-four (24) hours a day, seven (7) days a week, must use discretion in utilizing the Westerly vehicle they are assigned. These employees shall only be permitted to use their vehicle to go to lunch and to drive to and from work; however, improper use of any Westerly vehicle is strictly prohibited.

Parking Locations

Westerly vehicles are to be parked in the location designated by the Department Director. Only when approved in advance by the Department Director and Town Manager, may a Westerly employee drive a Westerly vehicle to their home and use it to drive to and from work.

Who Can Drive Town Vehicles

Only Westerly employees are permitted to drive Westerly vehicles. In addition, any passengers in Westerly vehicles must be present for business purposes only.

Valid Driver's License & Operation of Vehicle & Duties

Any employee who is assigned to a Westerly vehicle must always have his/her current valid driver's license with them when operating the vehicle. Under no circumstances shall any employee operate a Westerly vehicle under the influence of alcohol or any drug or at any time that their vision or judgment is impaired in any manner. All Westerly vehicles are to be always operated in a safe and courteous manner. Westerly reserves the right to request an employee's driving record before clearing the employee to drive a Westerly vehicle.

While Westerly does not have the right or obligation to regulate the activities of employees while they are not at work or on call, certain off-duty activities by their nature may have a significant impact on the ability of the employee to safely and legally perform his/her work duties. It is the intent of this policy to strike a fair balance between the rights of employees to conduct their personal lives without undue interference from Westerly and still provide the public and their co-workers with protection from unsafe or illegal activities. In the event an employee's license is suspended for any reason, he/she is required to provide notice to his/her or her immediate supervisor prior to the use of any Westerly vehicle. Failure to notify his/her immediate supervisor will result in disciplinary action up to and including termination.

An employee may be required to possess the appropriate state driver's license to operate a Westerly vehicle or possess the necessary credentials and/or licensure required by the State of Rhode Island to perform the responsibility of their position. If these privileges are revoked or suspended, the employee may be reassigned to an available position or duties that do not require this licensure, at the discretion of his/her Department Director and with the final approval from the Town Manager. If a reassignment is not available and approved, the employee will be placed on a leave and be required to utilize available paid time off for the duration of the period. If his/her licensure is not regained at the end of the forty-five (45) day period, a determination will be made to terminate his/her employment or find other permanent reassignment in open, budgeted positions within Westerly depending on the needs of the employee's department and qualifications.

Gas Fill-Up

Gas is to be filled up at Westerly's Garage at Larry Hirsch Lane or if there is an emergency at Ginger's Service Station. For long trips requiring gas to be filled elsewhere, prior approval must be obtained from the Department Director.

Cell Phone Use while Driving

Cell Phone use is not permitted while driving in a Westerly vehicle. Safety must come before all other concerns. Employees are to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area.

If an employee is involved in an accident of any type and severity, he/she must immediately report it to the Police and their direct supervisor.

The improper, careless, negligent, destructive, or unsafe use or operation of vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action up to and including termination.

Tobacco/Vaping Use

The use of any tobacco products to include vaping is prohibited in any Westerly vehicle.

Mileage Reimbursement

Employees will be reimbursed at the current mileage rate as established by IRS guidelines, in the circumstances that they are required to utilize their own vehicle, when a Westerly vehicle is not available. Employees are to use a Westerly vehicle if one is available.

Employees Assigned Town Vehicles & Spare Keys

Department Directors shall be responsible for maintaining a current master listing of all their employees who are assigned to Westerly vehicles. Such list shall contain the year, make and model of the vehicle, VIN, registration number, and the specific person(s) assigned to utilize the vehicle. The Department Director shall maintain a spare set of keys to all Westerly vehicles assigned to their department. Keys will be stored in a safe central location and made available to employees only when signed for and authorized by the Department Director. Upon completion of use of the vehicle, employees must return the keys to the central location designated by the Department Director. The Town Hall fleet maintains the keys in the Building Department.

Violation(s) of Policy

Employees who violate any provision of this policy shall be subject to disciplinary action up to and including termination.

5.9. USE OF TOWN EQUIPMENT

All Westerly equipment, tools, and supplies shall not be available for personal use and are not to be removed from Westerly property to conduct official Westerly business, unless approved by the Town Manager. No employee shall purchase any tools or supplies for personal use through purchase accounts.

Westerly equipment, tools and supplies will only be assigned to Westerly employees who require the equipment and/or tools for the performance of their duties.

Operation of Equipment while Under the Influence

Under no circumstances shall any employee operate any equipment under the influence of alcohol or any drug or at any time that their vision or judgment is impaired in any manner. All Westerly equipment is to be always operated in a safe and courteous manner.

5.10. TOWN OF WESTERLY IDENTIFICATION

When necessary, Westerly employees will be issued proper identification to assist them in gaining necessary access while on routine or emergency Westerly business. Employees shall courteously and without hesitation show such identification to anyone who requests it. However, ID's or uniforms shall not be worn when an employee is off duty.

5.11. TOWN PROPERTY

It is the policy of Westerly to protect Westerly's business information, property, and all other Town assets, as they are vital to the interests and success of Westerly. Westerly property is defined as credit cards, buildings, vehicles, facilities, grounds, tools, building materials, electronic equipment, recreation and rental equipment, and all other property owned, leased or in the possession of Westerly. Such property is not for personal use and employees shall make every effort to use such property in a safe, non-abusive, efficient manner. Additionally:

- Personal use of Westerly property, without the consent of the Department Director and/or Town Manager, shall be subject to discipline up to and including termination.
- When an employee leaves Westerly, the employee must return all related Westerly information and property that the employee has in his/her possession.
- At Westerly's discretion, employees may be responsible for the full cost of repair or replacement of Westerly property that is damaged or lost while it is in the employee's care and custody. Loss, damage, or theft of Westerly property should be reported immediately.
- Use of an issued credit card is for official use only. Employees may not use an issued credit card for personal charges, except in the case of business travel for business use.
- Westerly's equipment, such as telephones, postage, facsimile, and copier machines, is intended for business purposes.
- Negligence in the care and use of Westerly property and/or any other violation of this policy may be considered grounds for discipline, up to and including, termination.

An employee may only use Westerly equipment for non-business purposes in special/emergency circumstances and only with the permission of his/her supervisor. Any other requests that cause exception to this policy will be handled on a case-by-case basis and carried forth only with the approval of the Town Manager.

Separation of Employment

Employees who resign, are terminated, laid off, suspended, or otherwise cease (permanently or temporarily) their employment with Westerly have no right to the contents of their e-mail messages and shall not be allowed access to the network system.

CHAPTER 6 – WORKPLACE SAFETY & HEALTH

6.1. COMMITMENT TO SAFETY

Protecting the safety of our employees and visitors is the most important aspect of running our business. All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

6.2. ALCOHOL & DRUG-FREE WORKPLACE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Substance Use

Union employees should refer to their respective collective bargaining agreement for the Alcohol & Drug- policy. If silent, then union employees will follow this policy.

Westerly provides a safe, healthy, and productive workplace where all employees strive to provide excellent service to the community. Since the use of alcohol and/or drugs jeopardizes the safety and productivity of the user, as well as his/her fellow employees, Westerly will strive to maintain an alcohol and drug-free workplace. A drug-free workplace prohibits the manufacture, distribution, dispensing, possession, or use of controlled substances and associated paraphernalia. This includes the misuse or abuse of prescription drugs. It also includes attempting to enter or being in the workplace under the influence of alcohol, drugs, or controlled substances.

The workplace is defined as entry upon or presence on Westerly property, any work site throughout Westerly, including the parking lot, driveway, or any other Westerly premises or work site. This includes Westerly vehicles, and any private vehicles parked on Westerly premises or work sites. In accordance with applicable federal and state guidelines, Westerly reserves the right to conduct reasonable suspicion, post-accident, and/or random drug testing when applicable.

Westerly understands drug dependency as an illness and a major health problem. Westerly also recognizes drug abuse as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use Westerly's Employee Assistance Program (EAP).

Acknowledgment and agreement of this policy is required of employees as a condition of employment. The acknowledgement form will be filed in each employee's personnel file. An employee violating this policy is subject to disciplinary action, not to exclude termination.

Alcohol & Drug Testing

Human Resources will be responsible for maintaining compliance with drug and alcohol testing procedural guidelines as required by law. All drug and alcohol test results will be conducted, reviewed, and interpreted by professionally trained and certified technicians and/or medical review officers. All aspects of Westerly's drug/alcohol testing policy include, but not limited to, the collection, handling, shipping, receiving and storage of specimens, laboratory analysis procedures, record keeping, and the reporting of test results shall comply with Federal regulations (Department

of Transportation). Employees shall not be required to waive any claim or cause of action under the law.

Refusal or Positive Test

All employees who refuse to be tested will be treated as if they tested positive. Refusal also consists of attempting to adulterate sample, substitution of sample, or failure to cooperate in the testing process to include deliberate delay. In cases where an employee is notified of a positive drug or alcohol test, the employee will be immediately removed from duty. During this time, the employee will be encouraged to contact the EAP. The employee may only return to duties after being cleared by a Substance Abuse Professional (SAP) and having a negative drug and/or alcohol screen. Westerly reserves the right to discipline and/or terminate an employee based upon a positive drug or alcohol test result.

Reasonable Suspicion

Employees who are suspected to be under the influence of drugs and/or alcohol during work hours will be tested for substance use. If there is a suspicion, then the following steps will be followed:

1. Observation of the Employee

If possible, firsthand observation should be made by two (2) members of management such as the employee's supervisor, Human Resources, or another available management employee. This should be done immediately upon notice of this type of concern. The observer may be able to view the employee from afar, but usually he/she will need to talk with the employee directly to observe any smell of alcohol, eye dilation, slurred speech, or other behaviors. This suspicion must be based on the supervisor/manager's specific observations concerning the appearance, behavior, speech and/or body odors of the employee (please use the checklist attached to this manual). The observers should be as specific as possible in their descriptions but not attempt to diagnose the situation. Specifically, an observation may include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

Testing for alcohol must occur within eight (8) hours of the observation. Testing for drugs can occur whenever there is reasonable suspicion.

2. Send the Employee for Testing

The employee must be removed from his/her job immediately and sent for testing. The supervisor/manager or Human Resources should contact the testing facility to advise that an employee is on the way for reasonable suspicion testing and whether it is drug and/or alcohol testing.

3. Transportation to Testing Facility

Employers should not allow employees suspected of being under the influence behind the

wheel of a car; therefore, the supervisor/manager or his/her designee should ensure the employee does not have to drive to the testing center or home afterward. The best option, if feasible, would be to have a supervisor/manager escort the employee to the testing center and drive the employee home afterwards. Sometimes the supervisor may have to coordinate with a local cab company for these types of trips. The cab fees and tip should be paid by the employer.

Random Drug Testing

Random drug testing will be conducted if stated in a collective bargaining agreement and for any Department of Transportation (DOT) position. DOT positions include those employees with Commercial Driver's Licenses (CDL). Upon notification, the employee must be sent to the testing facility as soon as reasonably possible for testing.

Prescribed Medication

If an employee is prescribed medication that will affect his/her ability to perform his/her required duties, it is the employee's responsibility to notify their supervisor and be placed on non-safety sensitive duties, if available. If not available, the employee will be required to use paid leave until he/she is again able to perform his/her required duties.

Off-Duty Alcohol & Drug Use

All Westerly personnel must, as a condition of employment, abide by the terms of this policy and report to Human Resources and the Town Manager any conviction under a criminal drug statute for violations occurring on or off Town premises while conducting Town business. The reporting of a conviction must be made to Human Resources and the Town Manager by the beginning of the next shift.

Use of Cannabis

All employees are prohibited from reporting to duty under the influence of cannabis, and are prohibited from selling, possessing or using cannabis while on Westerly premises, including Westerly vehicles, during hours of employment. Violations can result in disciplinary action up to and including termination.

6.3. BULLYING & WORKPLACE VIOLENCE

All employees have the right to work in an environment free from bullying, physical violence, threats, and intimidation. Westerly believes that violence is a form of serious misconduct that undermines the integrity of the employment relationship. No employees, customers, visitors or other third parties should be subject to provocation, taunting, physical violence, threats, or intimidation. Such behavior may result in disciplinary action up to and including termination.

Workplace Violence & Bullying Defined

For purposes of this policy, workplace violence is any violent or potentially violent behavior that arises from or occurs in the workplace that affects Westerly employees. Bullying is any threatening act, or harassment based on an employee's characteristics, position, or status in the workplace.

Prohibited Conduct

Westerly does not tolerate conduct, whether direct or using Westerly facilities, property or resources, that is:

- Violent,
- Bullying,
- Threatening violence,
- Harassing or intimidating others,
- Name calling,
- Interfering with an individual’s legal rights of movement or expression,
- Disrupting the workplace, our collegial environment or Westerly’s ability to provide services to the public.

Violent or threatening behavior can include, but is not limited to, physical acts, oral or written statements, harassing telephone calls, gestures and expressions or behaviors such as stalking, violent horseplay or “joking around”.

Engaging in Workplace Violence and/or Bullying

Individuals who engage in violent or prohibited behavior may be removed from the premises and may be subject to termination or other disciplinary action, arrest and/or criminal prosecution. During investigations, employees may be placed on administrative leave, and may be subject to a fit- for-duty examination prior to returning to the workplace. This policy applies to all work locations including offices, work sites, vehicles, and field locations.

Reporting Complaints

Westerly takes reports of threatening or violent workplace incidents seriously. Employees, supervisors, and managers are expected to report actual or alleged incidents of violence in the workplace to Human Resources.

6.4. CELL PHONE USE

Cell Phone Distribution

Westerly cell phones are not provided to employees; however, Westerly will require certain positions to have a personal cell phone for Westerly communication. These positions will receive a bi-weekly cell phone stipend of \$25.00.

Cell Phone Use While Operating Equipment

Employees whose job responsibilities include regular or occasional operation of Westerly equipment are expected to refrain from using their cell phone while operating Westerly equipment. Safety must come before all other concerns.

Use of Phone & Texting While Operating a Vehicle

Rhode Island prohibits any use of hand-held wireless communication devices and/or holding a cell phone while operating a vehicle. The use of headphones or other accessories that cover both ears is also not allowed. It is illegal to write, read or send a text message while driving a motor vehicle. Messaging not only includes traditional text messages, but also includes reading, writing, or sending instant messages, electronic messages, and emails.

Violations

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles will be subject to disciplinary action up to and including termination.

Employees who violate any provision of this policy shall be subject to disciplinary action up to and including termination.

6.5. INCLEMENT WEATHER, EMERGENCIES & PANDEMICS

If the Town Manager or designee, determines that an inclement weather, emergency or pandemic exists, the Town Manager or designee may make a public declaration and close Westerly offices. The following provisions shall apply:

- a. The Town Manager shall determine the designated starting time of the inclement weather, emergency or pandemic.
- b. Westerly reserves the right to designate personnel who will be required to work during these circumstances, whether at the workplace or at home.
- c. Non-exempt, non-seasonal employees who are either allowed to leave their workplace early or are excused from traveling to work may substitute personal or vacation leave for the unpaid time.
- d. Exempt employees will not be required to charge leave and will be paid according to the Fair Labor Standards Act (FLSA).
- e. Non-exempt, non-union, non-seasonal employees who are required to remain at their place of work or to travel to work shall be compensated at the rate of time and one half for each hour worked commencing at the designated starting time of the emergency as determined by the Town Manager.
- f. Union employees will follow their respective collective bargaining agreements.

6.6. SMOKE & VAPE-FREE WORKPLACE

Westerly is committed to providing a safe and healthy workplace and to promoting the health and well-being of its employees. Smoking and vaping are prohibited on all Westerly premises to include buildings, offices, hallways, elevators, meeting rooms and Westerly vehicles. Smoking is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs and e-cigars.

Smoking and vapor are allowed only in outdoor areas provided it occurs fifty (50) feet from building entrance ways and vestibules or in external designated areas and must be done on an employee's regularly scheduled break and meal period. All buildings and facilities are clearly posted with "No Smoking in This Building" signs at the entrances.

Smoking Cessation

In conjunction with Westerly's' EAP, information on smoking cessation programs will be made available to all interested members of the Westerly staff.

CHAPTER 7 – TIME OFF & EMPLOYEE LEAVE

7.1. BEREAVEMENT LEAVE

Bereavement leave is intended to provide paid time off to employees for absences related to the death of immediate family members.

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Eligibility & Amount of Leave

Non-Union, Non-Seasonal, Full-Time Employees

- up to five (5) consecutive days in the case of the death of a spouse, domestic partner, or child to include stepchild and foster child.
- up to three (3) consecutive days in the case of the death of a mother, father, brother, sister, mother-in-law, or father-in-law.
- up to one (1) day in the case of the death of a brother-in-law, sister-in-law, uncle, aunt, first cousin, grandchild, grandparent or spouse's grandparent.
- up to one (1) day in the case of a relative not listed above with approval by the Town Manager.

Non-Union, Non-Seasonal, Part-Time Employees

- Part-time employees who are hired to work twenty (20) hours or more a week are eligible for bereavement pay when such time is needed on days when the part-time employee is regularly scheduled to work. Part-time bereavement pay will be equal to the number of hours the employee would normally work on that day.

If employee leaves work early on the day he/she is notified of the death, that day will not count as bereavement leave.

Notice

Such leave shall be taken within seven (7) days following the death, unless notice is provided, within these seven (7) days, that the funeral or service will be held later. The funeral or service must be held within six (6) months of the death unless approved in advance. This request for a later funeral or service must be submitted in writing to Human Resources and the Town Manager for approval. If approved, the employee must then provide at least a three (3) day notice to Human Resources of this delayed funeral or service date.

Documentation

Employees may be asked to provide a copy of the obituary, funeral program, prayer card, etc. for use of the bereavement leave.

Additional Time Needed

In addition to bereavement leave, an employee may, with his/her supervisor's approval, use any available vacation for additional approved time off as necessary. Employees who take sick leave immediately before or immediately after bereavement leave will be required to bring in a doctor's note for their absence.

7.2. FAMILY MEDICAL LEAVE ACT (FMLA) & RHODE ISLAND PARENTAL FAMILY MEDICAL LEAVE ACT (RIPFMLA)

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The purpose of this policy is to advise employees Town of their rights and responsibilities under the Federal Family and Medical Leave Act ("FMLA"), and the Rhode Island Parental and Family Medical Leave Act ("RIPFMLA"). Leave taken under the FMLA is referred to as "FMLA Leave" and leave taken under the RIPFMLA is referred to as "RIPFMLA Leave." While similar in nature, the two (2) types of leave are different in some ways, including eligibility and duration.

Amount of Leave & Eligibility Requirements

The amount of leave that can be taken and the eligibility requirements for FMLA Leave or RIPFMLA Leave are **NOT** the same. The criteria for both are outlined below:

FMLA Amount of Leave

Employees are eligible to take up to twelve (12) weeks of leave over a one-year period. This leave is available every twelve (12) months, if the employee continues to meet the eligibility requirements.

Eligibility

To be eligible for FMLA Leave, the employee must:

1. Have worked for Westerly for at least twelve (12) months and
2. Have worked (actual hours worked) at least 1,250 hours in the preceding twelve (12) months.

RIPFMLA Amount of Leave

Employees are eligible to take up to thirteen (13) consecutive weeks of leave over a two-year period.

Eligibility

To be eligible for RIPFMLA Leave, the employee must have worked for the same employer for an average of thirty (30) hours a week for twelve (12) consecutive months

Reasons for FMLA Leave

If eligible an employee is entitled to a leave under the FMLA for any of the following reasons:

1. The birth of a child and to care for the newborn child. Leave taken under this subsection must conclude within twelve (12) months of the child's birth. Leave to care for a new-born child may begin prior to the birth of the child if an employee's pregnancy prevents her from working or if the condition of an employee's spouse rises to the level of a serious health condition prior to the child's birth.
2. The placement with the employee of a child, age seventeen (17) or younger, for adoption or foster care, or of an individual, age eighteen (18) or older, who is incapable of self-care

because of a mental or physical disability. Leave taken under this subsection must conclude within twelve (12) months of the actual placement of the individual. Leave taken in connection with the placement of an individual for adoption or foster care may begin prior to actual placement of the individual with the parents if absence from work is required for the placement to proceed.

3. To care for the employee's spouse, child, parent, if such person has a serious health condition.
4. The employee's own serious health condition prevents the employee from performing the essential functions of his/her position. Under the terms of this policy, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that requires either:
 - a. Inpatient care in a hospital, hospice, or residential medical care facility; or
 - b. Continuing treatment by a healthcare provider.
5. Care for a family member who suffered a serious injury during active duty in the military. Employees may take up to twenty-six (26) weeks of leave, however, this is a per-injury, per-service member entitlement.

Reasons for RIPFMLA Leave

If eligible, an employee is entitled to a leave under RIPFMLA for any of the following reasons:

1. The birth of a child and to care for the newborn child. Leave taken under this subsection must conclude within twelve (12) months of the child's birth. Leave to care for a new-born child may begin prior to the birth of the child if an employee's pregnancy prevents her from working or if the condition of an employee's spouse rises to the level of a serious health condition prior to the child's birth.
2. The placement with the employee of a child, age sixteen (16) or younger.
3. To care for the employee's spouse, child, mother or father-in-law, if such person has a serious health condition.
4. The employee's own serious health condition prevents the employee from performing the essential functions of his/her position. Under the terms of this policy, a "serious health condition" means disabling physical or mental illness, injury, impairment, or condition involving inpatient care, or continuing outpatient care.

FMLA & RIPFMLA Reduced Work Schedule or Intermittent Leave

FMLA

In the case of an employee's own serious health condition or that of spouse, child, parent, or parent-in-law, employees may be permitted to take an unpaid leave on an intermittent basis rather than all at once, or on a reduced schedule. In such a case, Westerly may require the employee to transfer temporarily to an available alternative position with equivalent pay and benefits for which the employee is qualified and where the temporary position better accommodates recurring periods of leave than the employee's regular position.

Intermittent or reduced leave schedules are subject to Westerly's approval unless medically necessary. The maximum total accumulation of leave that may be taken intermittently or by working a reduced schedule is twelve (12) weeks during any leave year.

RIPFMLA does not provide intermittent or reduced schedule leave.

Substitution of Paid Leave

Employees will be required to use all accrued time first and take the remainder of the leave as unpaid leave. Employees must follow Westerly rules associated with the leave for use of the leave.

Work Related Injury/Illness & Disability

If an employee is injured or becomes ill in the course of employment with Westerly, and his/her condition constitutes a serious health condition under the terms of this policy, time lost from work will be counted against his/her leave entitlement under this policy.

Benefits While On Leave

Westerly will continue to provide existing health insurance coverage for the duration of any leave taken under this policy. However, employees will be expected to pay any portion of the coverage for medical and dental benefits that is normally paid. If employees do not return at the end of a leave granted under this policy, then they must reimburse Westerly for the cost to Westerly of continuing their medical and dental coverage during the leave, unless failure to return is due to the continuation of a serious health condition or other circumstances beyond their control.

Holidays While on Leave

While on a continuous paid leave, holidays will be paid and continue to count towards the use of FMLA.

Notice & Information Required

If an employee desires a leave of absence under this policy, the request for leave must be made to Human Resources in writing, at least thirty (30) days in advance of the start of the leave when the need for such leave is reasonably foreseeable (as in the case of a birth, placement, or adoption of an individual, or a planned medical treatment for a serious health condition). Forms for requesting leave may be obtained from Human Resources.

If the need for leave is not foreseeable, the employee must provide such notice as soon as practicable. Normally, if an unforeseeable need for leave arises, notice will be expected within two (2) working days of learning of the need for leave. Failure to provide timely notice may result in a delay in or denial of leave.

In addition to timely notice, Westerly will require the following information when-applying for a leave of absence under this policy:

- When an employee's own illness is involved, a statement of the date on which the serious health condition commenced, the probable duration of the condition, and a statement that the employee cannot perform the essential functions of the position.
- In the case of leave for the birth, adoption, or foster placement of an individual, information related to the birth or placement, including the anticipated due date or the age of the individual to be placed for adoption or foster care, and the probable duration of the leave.
- In the case of leave to care for a spouse, child, parent, mother-in-law or father-in-law, a statement that the employee is needed to provide such care and an estimate of the amount of time needed for that purpose.
- Where intermittent leave or a reduced leave schedule is sought for planned medical treatment, the date on which such treatment is expected to be given and the duration of

such treatment.

- Where intermittent leave or a reduced leave schedule is sought under FMLA because of an employee's own serious health condition, a statement of the medical necessity for the intermittent leave or reduced leave schedule, and the expected duration of such leave.
- Where intermittent leave or a reduced leave schedule is sought under FMLA to care for an employee's spouse, child or parent, a statement that such leave is necessary to care for the family member or will assist in his/her recovery, and the expected duration of such leave.

Certification of a Health Care Provider

All information related to a serious health condition must be certified by the employee's health care provider, or by the health care provider of the family member, whichever is appropriate. If Westerly has reason to doubt the validity of the certification, Westerly may require, at its' expense, that the employee obtain the opinion of a second health care provider designated or approved by Westerly. Where the original and second opinions differ, Westerly may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the employee and Westerly, whose opinion shall be final.

Timeline for Returning Forms

Human Resource will provide forms, to be signed by the employee and his/her health care provider, to meet these certification requirements. Completed forms must be returned to Human Resources within fifteen (15) calendar days.

Employee Update

If an employee is granted a leave under this policy, the employee will be required to update information relating to a serious health condition on a reasonable basis as requested by Human Resources.

Employees Failure to Provide Information

Failure to provide Human Resources with the requested information may result in delay or denial of leave.

Approval of Leave

Within five (5) business days of receipt of the employee's medical certification, Human Resources will notify the employee that:

- (a) The leave is or is not granted.
- (b) The leave is or is not designated as leave under the Federal Family and Medical Leave Act (FMLA) or the Rhode Island Parental and Family Medical Leave Act (RIPFMLA).
- (c) All accrued time off will be used for all or part of the leaves.

Notice may be given orally or in writing. If notice is given orally, then Human Resources will follow up with written confirmation of the notice at the next payday, or the second payday if the next payday comes less than one (1) week after the oral notice. If written notice is given by mail, the notice will be effective when mailed. Westerly reserves the right to designate a qualifying leave as a FMLA leave retroactive to the date of the leave even if an employee does not request such leave.

Other Requirements

In the case of either an employee's own planned medical treatment or that of family member as defined in this policy, the employee must make a reasonable effort to schedule the medical treatment so as not to unduly disrupt Westerly's operations.

Reinstatement Rights

If leave under this policy does not exceed twelve (12) (FMLA) or thirteen (13) (RIPFMLA) weeks an employee's leave is qualified under, most employees will be restored to the same position held prior to commencement of the leave, or to an equivalent position, with equivalent pay, seniority, status, benefits, and other terms and conditions of employment, unless no such position is available for reasons unrelated to the employee taking leave under this Policy.

Extension of Leave

Once the twelve (12) weeks under FMLA or thirteen (13) weeks under RFMLA is expiring, and if necessary (supported by medical certification), an employee may request in advance of the expiration of the leave, in writing, an extension of the leave. If an employee does not return to work at the conclusion of an approved leave under this policy, and has not requested this in writing, the employee will be considered to have voluntarily resigned from Westerly. It is the employee's responsibility to notify Human Resources if an extension of the leave is necessary. All extensions must be approved by Human Resources before they become effective

Return to Work

Before returning to work from leave for the employee's own serious health condition, the employee must provide Human Resources with a Return to Work note from his/her treating doctor.

Twelve (12) Month Period Defined

Westerly uses a "rolling" leave year to calculate leave entitlement. In other words, Westerly determines the amount of leave entitlement at any given time by looking at how much leave was taken in the previous twelve (12) months.

The eligible employee is entitled to twelve (12) weeks or thirteen (13) weeks minus the amount of leave taken in the previous twelve (12) months. If no leave is taken in the previous twelve (12) months, the eligible employee is entitled to the full twelve (12) weeks of leave under FMLA Federal Law or thirteen (13) weeks under RIPFMLA.

School Involvement Leave Under RIPFMLA

An employee who has been employed for twelve (12) consecutive months is entitled to ten (10) hours of leave during any 12-month period to attend school conferences or other school-related activities for a child of whom the employee is the parent, foster parent, or guardian. A notice of twenty-four (24) hours prior to the leave must be given to the employer by the employee. The leave is not required to be paid; except an employee may substitute any accrued paid vacation leave or other appropriate paid leave.

7.3. HOLIDAYS

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The following paid holidays are recognized by Westerly:

Westerly Holidays	
New Year's Eve	Labor Day
New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Election Day (if applicable)
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Eve
Independence Day	Christmas Day
Victory Day	

Use of Sick Leave Before/After Holiday

Employees shall receive pay for the above holidays if they work their scheduled workday preceding and following the Holiday, unless on an approved vacation or the result of a documented illness through the submission of a physician's note or other satisfactory evidence.

Employees who repeatedly use sick leave immediately before or immediately after a holiday may be subject to discipline up to and including termination.

Non-Union, Non-Seasonal Part-Time Employees

Part-time, non-seasonal employees who are hired to work more than twenty (20) hours a week are eligible for holiday pay when an observed holiday falls on a day which the part-time employee is regularly scheduled to work. A part-time employee who was hired to work more than twenty (20) hours a week, holiday pay will be equal to the number of hours the employee would normally work on the day of the holiday.

Temporary & Seasonal Staff

Temporary and Seasonal staff do not accrue vacation and do not receive holiday pay, nor do they receive extra pay for working on a holiday as these positions are typically hired to cover holidays or work in operational positions that mandate employees to work on Sundays and holidays.

Religious Accommodation for Holidays

Employees who need time off to observe religious practices or holidays not already scheduled by Westerly should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee or take vacation time. Westerly will seek to reasonably accommodate individuals' religious observances.

7.4. JURY DUTY

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Westerly supports employees in their civic duty to serve on a jury. Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, the employee must notify his/her supervisor. The employee is also required to provide copies of the jury duty notice to his/her supervisor and to Human Resources.

Eligibility

Non-Union, non-seasonal, full-time employees are eligible for jury duty.

Pay

The employee will receive regular pay for attending jury duty or a work-related court appearance. If the employee receives any pay or remuneration, such a fee for jury duty or a court appearance(s), this remuneration must be submitted to Human Resources.

If an employee is released from jury duty after four (4) hours or less of service, the employee must report to work for the remainder of that workday.

Jury duty absences of more than five (5) days will be considered by the Town Manager for pay under this policy on a case-by-case basis.

Non-Work Related

Time for appearance in court for personal business will be the individual employee's responsibility. Personal days or vacation days will be used for this purpose.

7.5. MILITARY LEAVE OF ABSENCE – ALL EMPLOYEES

The Uniformed Services Employment and Reemployment Rights Act (USERRA) was signed into law on October 13, 1994. The USERRA clarifies and replaces the former Veterans' Reemployment Rights Statute and accords certain rights and benefits to employees who volunteer or are called to serve in the armed forces of the United States. In addition, state law accords employees certain leave rights to attend Military Reserve or National Guard duty or perform other military service. USERRA and state law also prohibit discrimination or reprisals against any employee who takes such military leave for these purposes.

Westerly employees will follow the federal and state statutes and regulations under USERRA for military leave of absence. Employees can find the federal and state statute and regulations under USERRA under the United States Department of Labor and state websites.

Anti-Discrimination

Furthermore, USERRA and state law prohibit discrimination and retaliation based on a person's membership or service (voluntary or involuntary) in the uniformed services about any aspect of employment.

Requests for Military Leave

An employee, who is issued orders by a recognized military authority, whether verbally or in

writing, shall provide prior notice to their Department Director as soon as possible after receiving such orders unless precluded by military necessity. If feasible, this notice should be in writing and accompanied by any military orders that the employee has received.

Leave for More than Thirty (30) Days

For periods of military leave more than thirty (30) calendar days, Westerly may request appropriate documentation, which can be used to establish the employee's basic eligibility for protection under federal and state law.

Limitations of Leave

Military leave, paid or unpaid, shall generally not exceed five (5) years throughout the employee's service with Westerly. Refer to USERRA for exceptions to the five-year limitation. Only the time the employee actually spends in uniformed service counts toward the five-year limit.

Health Insurance upon Return to Work

Upon the employee's return to work, Westerly will reinstate the employee's health care coverage immediately with no waiting periods and no conditions. All other benefits as provided by the appropriate collective bargaining agreement and Westerly's policies will be reinstated for the employee upon reemployment.

7.6. NURSING MOTHERS IN THE WORKPLACE

Westerly provides a supportive environment to enable breastfeeding employees to express their milk during work hours.

Time for Expressing Milk

Breast-feeding employees are allowed to express milk during work hours using their normal breaks and mealtimes. For time that may be needed beyond the usual break times, employees may use personal, or vacation leave or may make up the time as determined by their supervisor.

Locations

A private room shall be available for employees to express milk. If employees prefer, they may also express milk in their own private offices, or in other comfortable locations agreed upon in consultation with Human Resources.

Locations include:

- Town Hall: HR Conference Room - 2nd Floor
- Any other Town location: Please consult with Human Resources

Storage of Expressed Milk

Expressed milk may be stored in a general Westerly employee only refrigerators/freezers. Employees wishing to store their expressed milk must clearly label their expressed milk.

7.7. PERSONAL DAYS

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Eligibility & Amount of Leave

Non-Union, Non-Seasonal, Full-Time Employees

All non-union, non-seasonal, full-time employees shall be allotted three (3) Personal days each fiscal year. Personal days may be used at the employee’s discretion and the requested use of such time must be approved by the employee’s supervisor.

New Hires & Amount of Leave

For new hires, Personal days shall be allotted based on the date of hire and per the schedule below:

Date of Hire	Personal Time Earned
July 1 – September 30	3 Workdays
October 1 – December 31	2 Workdays
January 1 – March 31	1 Workday
April 1 – June 30	0 Workdays

Amount of Time Used

Employees may use personal time in one-hour increments.

Notice

Personal days may be used at the employee’s discretion. Employees shall provide their supervisor with at least forty-eight (48) hours’ notice of intent to use such personal time; absent exigent circumstances and the requested time must be approved by the employee’s supervisor.

Accrual, Carryover & Notice

Personal days shall not accrue, nor carry-over from one fiscal year to the next, nor count towards any retirement or separation remuneration or pay-out.

7.8. SICK LEAVE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Eligibility, Accrual & Buyback

Non-Union, Non-Seasonal, Full-Time Employee

Employees will accrue sick time at a rate of one (1) workday per month. Such sick leave may be accumulated to a maximum of a total of two hundred (200) workdays as of June 30 of each year. Upon separation of employment, 1/2 of unused accrued sick leave will be paid at the employee’s current rate of pay at the time of separation.

Certain administrative staff members who were currently receiving twelve (12) weeks of sick leave were eligible to enroll in TDI effective July 1, 2022, due to the deletion of this accrual. This was only a one-time option and will not be offered again as it does not change the current policy of TDI enrollment at hire only. In addition, those administrative staff employees only may carry over the balance of the amount accrued, due to the twelve (12) weeks, into the following fiscal year and thereafter until the balance is zero (0).

Use of Sick Leave

Sick leave is to be used for the employee's own personal illness. However, each fiscal year, an employee may use up to a total of five (5) sick days of the employee's accrued leave, for an eligible family member. Eligible family members are defined as spouse, domestic partner, child, or parent.

Absence for Three (3) Consecutive Days

If an employee is absent for medical reasons, for three (3) or more consecutive workdays, the employee will be required to provide a doctor's note confirming his/her suitability to return to work. In addition, supervisors must notify Human Resources when an employee is out for three (3) or more consecutive workdays.

Pattern of Sick Leave

If it is determined there is a pattern of sick leave abuse, Westerly reserves the right to require a doctor's note for each absence an employee is out. The following list are indicative of patterns of sick leave abuse and are not all-inclusive, and will be reviewed on a case-by-case basis:

- More than three (3) consecutive sick days of non-protected leave.
- Non-protected leave usage primarily on Mondays/Fridays or before or after a holiday.
- Non-protected leave of more than six (6) days in any three-month period.

Non-protected leave is defined as sick leave not covered under FMLA, Worker's Compensation or Injury on Duty (IOD).

Sick Leave Incentive Benefit

Employees shall be eligible to earn a maximum of five (5) incentive days off with pay during each fiscal year.

Eligibility

Nonunion, non-seasonal, full-time employees, actively at work, who do not use any sick leave, for any reason, (including FMLA) during any one of the quarters below are eligible to earn incentive days:

- July 1 - September 30
- October 1 - December 31
- January 1 - March 31
- April 1 - June 30

Actively at work shall include paid vacation time, jury duty, and bereavement leave only.

Amount of Incentive Days

One (1) incentive day will be granted for each of the above quarters, up to a total of four (4) incentive days per fiscal year.

If the employee earns less than four (4) incentive days in said fiscal year, he/she will NOT be granted an additional fifth (5) incentive day.

Employees will be granted an additional fifth (5) incentive day if the employee earns all four (4) incentive days in said fiscal year, regardless of use of said incentive time.

If the employee earns all four (4) incentive days in said fiscal year, *and does not use any of said incentive time*, they are given an additional option. These employees will have the option of carrying over all five (5) unused incentive days into the new fiscal year OR to be paid at the employee's regular rate of pay for all five (5) said incentive days the end of said fiscal year. This pay-out will occur in the new fiscal year BUT at the employee's regular rate of pay in effect as of June 30th of the fiscal year in which the incentive days were earned. If the employee chooses to be paid out, this money will be considered taxable income and will be taxed accordingly.

Amount of Time Used

Employees may use incentive time in one-hour increments.

Notice

An employee may request approval for the use of the incentive day, with a minimum of four (4) hours' notice, to his/her supervisor absent exigent circumstances.

Carry-Over/Separation of Employment

Any unused balance will be paid at the employee's regular rate of pay, at separation of employment. Any unused balance at the end of said fiscal year will be carried over into the next fiscal year. An employee may not carry over more than thirty (30) incentive days each fiscal year. If an employee has earned more than thirty (30) incentive days total, the employee will be paid, at his/her regular rate of pay, for each day earned over thirty (30) days.

7.9. UNPAID PERSONAL LEAVE OF ABSENCE

An unpaid personal leave of absence may be granted only under FMLA. Upon expiration of the twelve (12) or (13) weeks and all accrued time has been used; the Town Manager may approve additional unpaid time for an employee's serious health condition which must be approved in advance of the expiration of paid leave. The employee must request the unpaid leave, at least five (5) work days in advance and all accrued time and FMLA must be exhausted.

7.10. VACATION

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Westerly recognizes the importance of time off from work to relax, spending time with family, and enjoying leisure activities.

Hired PRIOR to 1/1/2001 – Non-Union, Non-Seasonal Employees

All non-union, non-seasonal employees hired **prior to 1/1/2001** shall accrue the following vacation time based upon the anniversary date of employment with Westerly:

Years of Service	Annual Vacation Time Earned
24+ years	30 Workdays

Hired AFTER 1/1/2001 - Non-Union, Non-Seasonal, Non-Management Employees

All non-union, non-seasonal, non-management employees shall accrue the following vacation time based upon anniversary date with Westerly:

Years of Service	Annual Vacation Time Earned
0 to completion of 2	10 Workdays
3 to completion of 9	15 Workdays
10 to completion of 14	20 Workdays
15+ years	25 Workdays

Hired ON OR AFTER 1/1/2001 - Non-Union, Non-Seasonal, Management and Supervisors (supervises and manages employees) & Certain Exempt Employees

All non-union, non-seasonal, management and certain exempt employees shall accrue the following vacation time based upon anniversary date with Westerly:

Years of Service	Annual Vacation Time Earned
0 to completion of 2	15 Workdays
3 to completion of 14	20 Workdays
15+ years	25 Workday

Certain Exempt Employees - those who received twelve (12) weeks sick leave prior to July 1, 2022.

The definition of Manager and Supervisor is as follows and is confirmed by Human Resources and the Town Manager.

Manager - is responsible for the overall management at a higher level in the organization than supervisors and has a higher level of authority. Managers' report to Department Directors.

Supervisor - is responsible for overseeing the day-to-day tasks and activities of assigned employees. Supervisors' decision-making authority is limited to directing the work of employees to achieve the goals as established by their managers. Supervisors, based on their performance, may be promoted into manager-level roles which would be considered a promotion.

An employee can refer to his/her job description which will state whether the position is a Manager or Supervisor.

Hired AFTER 1/1/2001 – Department Directors

Employees shall accrue the following vacation time based upon anniversary date with Westerly:

Years of Service	Annual Vacation Time Earned
0 to completion of 8	20 Workdays
9+ years	25 Workdays

Amount of Time Used

Employees may use vacation time in one-hour increments. If it is determined there is a pattern of vacation time abuse, Westerly reserves the right to discipline the employee up to and including termination.

Notice

An employee may request approval for the use of vacation time, with a minimum of four (4) hours' notice, to his/her supervisor, absent exigent circumstances.

Accrual & Carryover

Employee vacation time shall accrue bi-weekly based on length of employment. All employees are allowed to carry over an equivalent of five (5) year's vacation accruals, based on a fiscal year.

Part-Time, Non-Seasonal, Employees

For part-time personnel who are hired to work more than twenty (20) hours a week, vacation leave accrual is earned on a *pro rata* basis.

Annual Vacation Buy-Back

Once during a fiscal year, employees may elect to sell back to Westerly, a maximum of two (2) weeks of accrued vacation. To be eligible, employees must have a minimum of two (2) weeks of vacation accruals in their vacation bank after the buyback. Vacation sellback must be in whole week increments, with a maximum of two (2) weeks being sold back. The buyback check will be distributed to employees by the second pay period following the request.

Payment upon Employee Separation

Westerly complies with §28-14-4 of the Rhode Island General Law in relation to accrued vacation payouts. Whenever an employee separates employment, after one (1) year of service, any accrued and unused vacation will become wages and payable in full or on a prorated basis with all other wages due.

CHAPTER 8 - BENEFITS & COMPENSATION

8.1. COMPENSATION PHILOSOPHY

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

The Town of Westerly is committed to helping to attract, motivate, and retain top-level talent necessary to deliver sustained, high performance to the citizens we serve. We observe the following principles:

1. Strive to provide compensation programs that support the strategic goals of Town Council, are competitive with external markets, and are internally equitable.
2. Balance addressing the need to attract talent from various industries, while simultaneously recognizing the public sector, municipal government environment we work in when designing its pay practices.
3. In all instances, for benchmark jobs, information for an assessment of pay competitiveness will be ascertained through reliably published and/or researched compensation data.
4. Administer compensation programs in a manner that is consistent, fair, and free of discrimination.
5. If an average salary falls below market averages to the extent that attracting and retaining qualified employees may be jeopardized, Westerly will propose action necessary to align the position within the competitive marketplace for implementation in the next fiscal year or sooner, if financially feasible.

Nothing in this compensation philosophy statement should be construed as a required benefit if Westerly experiences a decline in revenue growth lower than the projected increase in expenses. "Revenue" is currently defined as the two largest components of operating revenue: the real property tax base and the projected total personal property tax base. As with all budget decisions, merit increase, market rate adjustments, and funds for other employee benefits are subject to annual appropriation.

Wage Increases

Wage increases shall be implemented in accordance with all relevant Town ordinances. An employee who performs the duties and responsibilities of his/her position in an outstanding manner and deserves recognition for unusual acts of value to Westerly beyond those regularly related to the employee's work may be considered for a pay or other incentive recognition, provided the funds are available.

8.2. EDUCATIONAL ASSISTANCE PROGRAM UNDER SECTION 127

Westerly offers an eligible educational assistance program to non-probational, non-seasonal, full-time, and part-time employees, under Section 127 of the Internal Revenue Code (IRC 127), which covers employer-provided education assistance programs. Under IRC 127 an employer may exclude qualified expenses from an employee's gross income, up to a maximum dollar amount per calendar year. This program is for the exclusive benefit of employees of Westerly to provide such employees with educational assistance.

The purpose of the education assistance program is to broaden the knowledge of employees in their fields and/or to provide an avenue for career development. Human Resources will

administer the program and review all reimbursement applications. This program is contingent upon annual appropriation of funds and is subject to change at any time.

8.3. EMPLOYEE ASSISTANCE PROGRAM (EAP)

Westerly is committed to the preservation of the well-being of its employees. Westerly recognizes that a wide range of problems, not always directly associated with one's job function, can influence an employee's job performance. Through early intervention many of these problems can be resolved and the potential impact on job performance and an employee's general health minimized. Towards that end, the Employee Assistance Program (EAP) has been established to provide professional expertise for the benefit of employees and their family members when dealing with problems of a personal/professional nature.

Eligibility

The program is available to all full-time, non-seasonal employees and their dependents as well as all non-seasonal, part-time employees who work at least thirty (30) hours per week. Since employee work performance can be affected by the problems of his/her spouse or other dependents, the program is available to families of employees as well. All aspects of Westerly's EAP service system will operate within the federal Health Insurance Portability and Accountability Act (HIPAA) guidelines regarding all aspects of case management.

Available Services & Cost

Eligible employees are encouraged to use the program on a self-referral basis for a wide range of personal problems including but not limited to substance abuse, marriage and family concerns, stress-induced issues, emotional or psychological concerns, interpersonal/relationship matters, and/or legal and financial issues. Participation in Westerly's Employee Assistance Program will not negatively impact on an employee's position or employment reputation in the worksite assessment, short-term counseling, referral, and case management services are provided to eligible employees at no charge.

When referrals are made for care outside the established EAP network, costs associated with such services are the employee's responsibility. In most instances the employee's health insurance plan will cover such treatment. Employees should review the health care plan document to determine any conditions and limitations in relationship to EAP services.

Confidentiality

Employee Assistance Program services are confidential. No information about the use of these services will be released without written consent, except as required by law. The EAP, however, only requires verbal permission from the employer when the communication involves contact with treatment professionals to facilitate employee care for cases other than alcohol and drugs.

In most circumstances, the use of the services of the EAP is voluntary. It is the employee's responsibility to follow the recommendations of the EAP counselor. The responsibility to correct any problem situation(s) remains with the employee.

8.4. MEDICAL, DENTAL, & VISION INSURANCE

Eligibility for Non-Union, Non-Seasonal Employees

Westerly offers medical and dental insurance to non-union, non-seasonal, full-time employees. Part-time non-union, non-seasonal employees, who work at least thirty (30) hours per week **but less than forty (40) hours per week** will be required to contribute 50% of total annual cost if coverage is elected. New hires are eligible on the first of the month following the date of hire.

Coverage & Cost

Details and costs can be obtained from Human Resources or on Westerly's Human Resources website.

Change in Status – Qualifying Life Event

Changes in family status must be submitted in writing within thirty (30) calendar days of the event to Human Resources. Changes in status due to a qualifying life event such as a birth, death, marriage, divorce, adoption, etc., will require notification and supporting documentation to be submitted to Human Resources.

Health Savings Account

Should Westerly contribute to an employee's HSA in connection with the employees' enrollment into a HDHP, the amount will be prorated for employees enrolling after the start of the plan year based on the number of months remaining in the plan year at the time of enrollment. For example, if an employee enrolls in the HDHP in January, they will only receive 50% of Westerly's contribution to the H.S.A if the Plan year is July 1, - June 30.

Health Insurance Buy Back Option

Non-union, non-seasonal employees who work forty (40) hours or more, and do not opt for medical and dental coverage (must not be enrolled in either Westerly's medical or dental insurance plan) shall receive, in lieu of that coverage, \$5,000 per fiscal year. Proof of other insurance coverage may be provided to be eligible for this benefit and be submitted before each cash option disbursement. If an employee opts out (must not be enrolled in either Westerly's medical or dental plan) at any time during the calendar year, the amount will be pro-rated.

In situations where both spouses work for Westerly, School, or are eligible for Westerly benefits through retirement etc. and one spouse elects' family coverage, the other spouse will not be eligible for this buy-back option.

Payment of Buy Back Option

Payment of the cash option will occur twice a year, with the first payment in July, and the second payment in December. To receive the buy-back option, the employee must be actively at work for the entire period (January 1 – June 30 and July 1 – December 31).

Union Employees

Details of health insurance benefits, to include the cash option policy, are outlined in their collective bargaining agreement, and can also be found on Westerly's Human Resources website.

8.5. WELLNESS INCENTIVE/PROGRAM

Human Resources will be responsible for developing and implementing a wellness program for full-time staff. Employees who participate in the program, as managed by Human Resources are eligible to receive a wellness incentive.

8.6. HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

In compliance with the Health Insurance Portability and Accountability Act, Westerly has a procedure in place that addresses the privacy of and access to an employee's Protected Health Information (PHI).

Disclosure of Private Health Information

Westerly's employees and their dependents who participate in our group health plan are advised that PHI may be disclosed to others for the purpose of facilitating coverage in a group health plan, facilitating payment for treatment and services that you or your covered dependents receive.

The group health plan may use or disclose an employee's health information for any of the following reasons: Workers Compensation, Health & Safety, healthcare operations or decedents. Westerly reserves the right to use or discuss PHI for the purpose of a determination, for FMLA.

Employee Request for Health Information

An employee has the right to request a copy of their health record as provided for in 45C.F.R.164.524 as well as request a restriction on uses and disclosures of their PHI as provided by 45C.F.R.164.522, however, the group health plans are not required to agree to a requested restriction.

An employee may request that their health record be amended as provided in 45C.F.R.164.526 and may receive an accounting of disclosures made of their PHI according to 45C.F.R.164.528.

Complaints

An employee has the right to direct any complaints regard violation of Protected Health Information (PHI) to the Group Health Plan or Secretary of the Department of Health and Human Services.

Privacy Officer

Westerly's designated Privacy Officer is the Director of Human Resources. If employees have any questions regarding HIPAA, please direct questions to:

The Town of Westerly
Director of Human Resources
45 Broad Street
Westerly, RI 02891
401-348-2525

8.7. LIFE INSURANCE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Westerly will provide a \$100,000 life insurance/accidental death and dismemberment policy to all non-union, non-seasonal, full-time employees.

Beneficiary Changes/Supplemental Life

Beneficiary change forms can be obtained from Human Resources. Employees may elect to purchase supplemental life insurance for themselves or certain family members which may be subject to proof of eligibility of insurance, if not elected at the time of initial employment.

8.8. DISABILITY INSURANCE

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Long-Term Disability

All non-union, non-seasonal, full-time employees will be covered in a long-term disability (LTD) plan paid for by Westerly. LTD may be used for illness or injury, other than Worker's Compensation.

Short-Term Disability

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

All non-union, non-seasonal full-time employees may enroll in short-term disability, through a third-party provider, at the employee's expense.

Enrollment

All non-union, non-seasonal employees have the option of being enrolled in the State of Rhode Island Temporary Disability Program at the employee's expense. Employees must elect to enroll in TDI at the beginning of their employment only and must remain enrolled for the duration of their employment. If an error has been made by Westerly in enrolling a new hire in TDI as of the employee's hire date, Westerly may make the decision to enroll the employee as of the date the error was discovered. The employee and employer are responsible for any contributions that are due from this date.

If an employee is not able to work due to a disability, the leave will also be designated as FMLA leave.

8.9. PENSION/RETIREMENT PLAN

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

Full-time, non-union, non-seasonal employees shall be eligible to enroll in a 401A, designated by the Town Manager and the Town Council. Westerly's contribution is 10% of gross pay with a mandatory employee contribution of 6% of gross pay. Westerly's 401A contribution is made solely only the employee's regular salary and not made based on overtime, bonuses, or termination payments such as unused accrued paid time off.

8.10. TUITION REIMBURSEMENT

Union employees should refer to their respective collective bargaining agreement and/or Police Policies & Procedures.

This program is available to employees who wish to voluntarily pursue educational advancement or training.

Employer Required Courses/Training

This program **does not** apply to courses or training that are required by Westerly. It also **does not** cover professional licensing and professional development seminars. Any course, training, licensing, or certification that is required by Westerly, or other applicable law, will be covered by budgeted professional development/training funds within each department.

Eligibility

All non-probationary, non-seasonal, non-union, full-time employees are eligible for tuition reimbursement assistance.

First-Come, First-Serve

The program is run on a first-come, first-serve basis, and reimbursement is contingent upon funds being available. Human Resources will be responsible for managing the Tuition Reimbursement account and will notify participating employees of the fund balance availability.

When Courses can be taken

All courses reimbursed under this program must be taken on the employee's own time. If a class is only available during an employee's normal work hours, the employee may request a flexible schedule from the employee's Department Director. A memorandum outlining the employee's flexible work schedule must be signed by the employee, approved by the Department Director and forwarded to Human Resources with the completed Tuition Reimbursement Program Application. When there is a conflict between classes and the employee's job responsibilities the job responsibilities must come first.

How to Apply

1. Obtain a tuition reimbursement application packet online at www.westerlyri.gov/HR.
2. Complete the tuition reimbursement application packet form and obtain the required approvals.
3. Attach a copy of the tuition receipt, a copy of the school's current tuition schedule, and current class schedule to the application.
4. The completed application form and all required attachments must be submitted to Human Resources within thirty (30) calendar days before the class start date. Incomplete and late applications will not be approved.
5. The request will be approved or denied by Human Resources and a memo will be sent with notification of the status of the request within fifteen (15) calendar days of receipt of the application.
6. To be considered for reimbursement, the employee must submit an official grade report within twenty (20) calendar days of the last day of class. Alternate methods of grade verification may be submitted along with the Grade Verification form.
7. The Tuition Reimbursement Service Agreement must be signed before any

reimbursement is made.

It is the employee's responsibility to complete all the required forms and to provide all the information necessary for each application. It is also the employee's responsibility to submit this information in a timely manner to receive consideration.

Grade Requirement

Employees must attain a course grade equivalent to a "C" or better ("pass" in pass/fail) in each undergraduate course to be eligible for reimbursement. Graduate classes will be reimbursed provided the employee attains a course grade that results in full credit for the course.

Reimbursement Amounts

Participating employees will be eligible for up to a maximum of \$2,000.00 reimbursement during the fiscal year.

Reimbursable Expenses

Fees for tuition and mandatory fees are eligible for reimbursement under this program. Employees will be required to provide a line-item (detailed) receipt of fees paid. Supplies, books, travel, late fees, property deposits or other expenses are not eligible expenses.

Timing of Reimbursement

This is a reimbursement program, which requires participating employees to pay for classes up-front themselves, and reimbursement will only be provided after submitting final grade reports to Human Resources for approval and review.

Payment from other Sources

Westerly will not pay for the cost of tuition and mandatory fees which are paid by other sources, such as scholarships, grants, veterans programs, U.S. Military Reserve, aid programs or other subsidies.

Payment of Overtime

Paying overtime to the employee, or to another employee, to accommodate courses is not permitted for the purposes of this program.

Eligible Courses

Coursework in pursuit of a Vocational, Associate, Bachelor, or Master's degree is eligible under this program. Courses must be applicable to advancement within Westerly, which includes coursework that will further advance the employee in their current career path, or another approved career path in Westerly.

Eligible Schools

Courses must be held at institutions that are accredited by the U.S. Department of Education's Office of Post-Secondary Education (OPE). To verify if an institution is accredited, employees can access the U.S. Department of Education's Database of Accredited Postsecondary Institutions and Programs at <https://ope.ed.gov/accreditation/>

Tuition Reimbursement Service Agreement

Requirements for continued service with Westerly after course completion are an assurance that

Westerly will benefit from employee participation in this program.

Requirements

A two (2) year service requirement begins on the first reimbursement check date. A separate two (2) year service requirement must be completed for each reimbursement payment made to the employee. If the service requirement is not completed, the debt will be paid in one of the following ways:

1. If the employee has worked less than one (1) year of the service requirement, the employee will repay Westerly the full amount of the reimbursement payment made to the employee.
2. If the employee has worked at least one (1) year, but less than two (2) years of the service requirement, the employee will repay to Westerly 50% of the amount of the reimbursement payment made to the employee.

A service requirement is not an assurance of continued employment by Westerly.

Leaving Employment

If an employee leaves Town employment for any reason before the service requirement is completed, the employee must pay Westerly all or part of the tuition that was paid to the employee.

If separation of service or termination of employment occurs (voluntary or involuntary) and a repayment amount is owed by the employee, and the employee does not otherwise repay the amount, the employee agrees to have the repayment amount deducted from the employee's paychecks that are issued after the termination decision occurs, up to the maximum amount applicable by law.

8.11. TRAINING

The Department Director is responsible for training and developing subordinate employees in job related skills and appropriate workplace behavior.

Human Resources Responsibilities

The Director of Human Resources will recommend ongoing professional training and development programs for all members of Westerly workforce. In addition, Human Resources will coordinate, conduct, and facilitate internal training programs on all human resource management regulatory and compliance matters. All Town training and development programs will be offered in support of Westerly's organizational and business goals and will support the short- and long-term succession planning of the entire organization, subject to funding.

8.12. TRAVEL POLICY

The Town of Westerly employees may periodically travel on behalf of Westerly or in furtherance of its professional development mission. The intent of this policy is to help facilitate that travel and is designed to be fair and equitable to both the traveler and the town. It applies to all town-sponsored travel regardless of the funding source. To be reimbursable, all expenses incurred must be necessary to the business of Westerly and in compliance with IRS, state and/or granting agency regulations and represent a reasonable and appropriate use of Westerly's funds.

Westerly's travel policy is outlined in general terms and is not intended to cover every possible situation or scenario that may arise. In all matters, travelers are representing Westerly and should act in an ethical, practical, and fiscally responsible manner.

Timeline for Requests

All travel requests should be submitted to the Town Manager or his/her designee for approval at least thirty (30) calendar days prior to travel. At the Town Manager's discretion, approval may be given when requests are submitted within the 30-day requirement.

Transportation

Transportation shall be by a common carrier and includes air, rail, bus, and vehicle. Air and rail transportation accommodations must be reserved utilizing the most economical fares. The traveler's copy of the ticket must be attached to the reimbursement form.

Westerly will pay fee/charges assessed by carriers for a change in travel arrangements if the reason is a business-related emergency and will pay fee/charges assessed for re-issuance for an airline ticket if the re-issuance is business-related.

Personally Owned Vehicles

Personally owned vehicles may be used for travel when it is economical to Westerly and with prior approval by the employees' direct supervisor. Reimbursement will be made in the basis of miles traveled at the current mileage rate per the IRS.

Meal Allowance

Meal Allowances for Town employees, who engaged in approved travel, will be reimbursed for meals not to exceed \$50.00 per day. This is not a daily allotment; it is a reimbursable allowance. A detailed receipt is required for reimbursement. **Alcoholic** beverages and meals provided as part of the registration/conference fee or provided free-of-charge by a hotel are not reimbursable.

Miscellaneous Expenses

The use of an automobile rental will be allowed when economically feasible and/or necessary for travel. Other means of public transportation should be considered if feasible. Parking, toll expense, public transportation fares and rental gas refills are reimbursable. The traveler must provide detailed receipt(s) for reimbursement.

Expense Reimbursement

The traveler must submit Westerly's Travel Reimbursement Request form or the Mileage Log and Expense Reimbursement form with detailed receipts to receive full reimbursement.

8.13. WORKER'S COMPENSATION ***(All Employees except Sworn Police Officers)***

All employees except sworn police officers, are covered by workers' compensation insurance, which compensates an employee for lost time, medical expenses and loss of life or dismemberment from an injury arising out of or in the course of work.

How to Report

A work-related injury or illness, no matter how slight, must be reported immediately to an employee's supervisor, who will work with the employee to complete an Injury/Incident Report Form. The completed form must be delivered to and/or faxed to Human Resources for processing within twenty-four (24) hours of an injury/illness. Human Resources reserves the right to request satisfactory medical evidence to support the report of an injury or illness.

Waiting Period & Salary

Worker's compensation salary reimbursement begins after three (3) calendar days of lost time. During the three-day waiting period, the employee will use sick time. After the three-day waiting period, if an employee is still unable to report to work, worker's compensation will begin making payments to the employee as stated in RI General Laws.

An employee injured on the job during the workday will be paid for his/her remaining regularly scheduled shift.

Continuation of Benefits

Westerly will invoice a covered employee for his/her health, dental and/or life insurance bi-weekly payroll deductions if the employee is out of work for a work-related injury. The employee is required to pay the invoices to maintain his/her medical, dental and/or supplemental life coverages.

Employer and Employee contributions to a retirement account or pension during an unpaid leave due to a job-related injury will be determined by the employment status. Non-union, non-seasonal employees will receive the employer contribution into their 401(a) accounts when they return to work if they make their contributions as stated in the plan document.

Coordination with FMLA

If an employee is not able to work due to a work-related injury or illness, the worker's compensation leave will also be designated as FMLA leave.

Light Duty

Light duty is usually limited to employees who have a duty-related injury and will not usually exceed six (6) months. In some circumstances, Westerly, in its sole discretion, may permit employees who are injured off duty to work in a light duty position.

Physician Certification Required

To be considered for light duty, the employee must present written correspondence from his/her physician after each examination, stating the following:

- Exact nature of the work that the employee can and cannot perform. This should include specific duties, range of motion restrictions, weight limitations, etc.
- Date of the next scheduled re-examination to determine any change in the employee's physical status.
- Estimated full duty release date.

Off Duty Injury

If an employee has an off-duty injury and wants to return to work in a light duty role, the

employee should direct their request to Human Resources. This will be considered on a case-by-case basis, giving primary consideration to Westerly's policy regarding accommodations under the ADA, the operational needs of Westerly, and the ability of the employee to return to a full-duty assignment. Under most circumstances, if light duty is allowed for an off-duty injury or ailment, the assignment may not exceed thirty (30) calendar days in a rolling year, and the employee must provide written documentation from their doctor stating that they reasonably expect the employee to return to full duty upon completion of the light duty period. If multiple employees request light duty at the same time, to the extent work is available, as determined in Westerly's discretion, priority will be given to employees recovering from an on-duty injury.

Coverage

All employees who have sustained injuries in the performance of their duties and fall under either worker's compensation or injury on duty statutes.

Return to Work Program (RTW)

Westerly's Return to Work (RTW) Program enables an injured employees' return to their original job with modifications, when possible, or suitable alternative positions until capable of performing their original full duties.

Human Resources will work with injured employees and Westerly's third-party administrator to manage the return-to-work program.

Wages

Employees who return to work either fully, or partially, will be paid their regular wages and will be taxed on those earnings. Employees who return to work partially will have a combination of regular wages and worker's compensation or injury pay.

Right to Reinstatement to Position

In accordance with RIGL, Title 28, Chapter 28, Section 28-33-47 (vi) of the RI Worker's Compensation Law, (Reinstatement of injured worker), an employee's right to reinstatement can terminate as stated below:

1. The right to reinstatement to the worker's former position under this section terminates upon any of the following:
 - (vi) "The expiration of thirty (30) days after the employee reaches maximum medical improvement or concludes or ceases to participate in an approved program of rehabilitation, or one (1) year from the date of injury, whichever is sooner, provided, in the event a petition to establish liability for an injury is filed, but not decided within one (1) year of the date of injury, within twenty-one (21) days from the first finding of liability. Notwithstanding the foregoing, where the employee is participating in an approved program of rehabilitation specifically designed to provide the employee with the ability to perform a job for which he/she would be eligible under subsection (a) of this section, the right of reinstatement shall terminate when the employee concludes or ceases to participate in the program or eighteen (18) months from the date of injury, whichever is sooner."

Per section 28-33-44 (a) Continuation of health insurance benefits outlined below, Westerly will

continue to make available employee medical benefits for one (1) year for which the employee will be responsible for making co-pays at least one (1) month in advance. Failure to do so will result in the termination of medical benefits. (A separate letter will be mailed detailing specifics). "No employer shall cancel but shall be obligated to continue to provide any employee's health insurance benefits for a period of two (2) years from the date of the employee's receiving weekly compensation benefits pursuant to a preliminary determination or a decision of the workers' compensation court, or the filing at the department of a memorandum of agreement or notice of direct payment for injuries occurring on or before February 28, 1986."

Sworn Police Officers

Westerly's sworn police staff are covered by Rhode Island's **Injury on Duty (IOD)** program. This program compensates an employee for lost time and medical expenses from an injury arising out of or in the course of work.

How to Report

A work-related injury or illness, no matter how slight, must be reported immediately to an employee's supervisor, who will work with the employee to complete an Injury/Incident Report Form. The completed form must be delivered to and/or faxed to Human Resources-for processing within twenty-four (24) hours of an injury. Human Resources reserves the right to request satisfactory medical evidence to support the report of injury/illness.

Medical Care

If medical care is necessary, employees are to use their Blue Cross Blue Shield of Rhode Island insurance card, if they have medical coverage through Westerly. They are to inform the medical care providers that they are seeking medical care for an injury/illness on duty claim.

For employees who have not elected to take Westerly's medical coverage, they should have received documentation in the mail from Blue Cross Blue Shield of Rhode Island with their IOD claim processing information. They are to present that information to the medical care provider at the time services are rendered or as soon as possible after receiving care.

Wages

Sworn police personnel who are deemed unable to perform the functions of their job, fully or partially, will be paid injury pay for their normally regularly scheduled shift for time away from work. Injury pay is fully exempt from tax as it is paid under a statute in the nature of a worker's compensation act.

ACKNOWLEDGEMENT OF RECEIPT OF THE EMPLOYEE HANDBOOK

I, the undersigned, have received a copy of the Town of Westerly Employee Handbook.

I agree that it is my responsibility to read this employee handbook and to bring any questions regarding its content, interpretation, or application to the attention of the Human Resources or the Town Manager.

I further understand that all Town of Westerly employees are hired on an at-will basis, unless stated otherwise, therefore each person’s employment is for no specific term. The employer reserves the right to terminate the relationship at any time and nothing in the employee handbook should be construed as a contract or guarantee of continued employment.

Print Name:

Employee’s Signature:

Date: _____