**TOWN OF NORRIDGEWOCK**

REVISED BY BOARD OF SELECTMEN

04/04/2022

**PERSONNEL POLICY**

ARTICLE I - PREAMBLE:

1. The Board of Selectmen hereby adopts the following policy for utilization by the Town of Norridgewock in the administration of personnel activities of the employees of the Town of Norridgewock. These rules and subsequent modifications shall supersede any policy and rules made previously by the Board of Selectmen.
2. The Board of Selectmen may delete, amend, modify or change any or all of the provisions contained in this Policy without prior notice. The provisions set forth are not contractual, but rather for the general guidance of the Town in its relationship with its employees.

ARTICLE II – EMPLOYMENT:

1. The employment of all personnel shall be the responsibility of the Town Manager.

1. All applicants must submit a written application for employment.
2. All employees are considered probationary for the first six (6) months of employment. The probationary period shall be considered an extension of the selection process. Probationary employees may be removed at any time during the probationary period without cause and without the right to file a grievance.

ARTICLE III – EQUAL OPPORTUNITY EMPLOYER:

1. The policy of the Town of Norridgewock does not discriminate in employment on the basis of religion, age, sex (including pregnancy and gender identity), sexual orientation, marital status, race, color, ancestry, national origin, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, political affiliation, or other non-merit factor.

ARTICLE IV – TYPES OF APPOINTMENTS:

 The following types of appointments may be made to the Town’s service in conformity with rules established:

1. Full-time – A full-time employee works full-time forty (40) hours per week or whatever hours are established by the Town Manager and on a continuing basis (indefinite). He/She is subject to all personnel rules and regulations and receives all benefits and rights as provided by these rules and any Bargaining Unit Agreement.
2. Regular Part-time- An employee in this classification works less than forty (40) hours per week, but on a continuing basis (indefinite). He/She is subject to all personnel rules and regulations. Vacation, sick leave, and holiday will be proportionate to the hours worked, but to qualify for this the employee must work an average of sixteen (16) hours per week or more. This classification shall only be assigned by the discretion of the Town Manager. Additional benefits may be granted by the Town Manager with approval of the Board of Selectmen.
3. Temporary Employees: Temporary Employees work on a non-permanent basis, usually within a limited timeframe. The employees are not entitled to benefits such as health insurance, holiday pay, sick leave, vacation time, or seniority, and may be terminated for any reason at any time.

1. Probationary Period: Probationary period will be six (6) months for all full-time and part-time employees.
2. The Town of Norridgewock shall maintain job descriptions, which shall provide a systematic and arrangement and inventory of positions in the Town.

ARTICLE V – EMPLOYEE CONDUCT:

1. See Appendices 1, 2, 3, 5 ,6

ARTICLE VI – WORK WEEK/OVERTIME:

1. Work Week. The regular work week for payroll purposes begins on Monday and ends Sunday midnight. The actual hours for Town Employees shall be set by the Town Manager.
2. Overtime. An employee not exempt from the Fair Labor Standards Act shall receive overtime pay after forty hours of work and in compliance with the bargaining agreement. All overtime shall be paid at the rate of one and one-half times the employee’s normal rate of pay.

ARTICLE VII – ATTENDANCE:

Employee shall be at his/her respective place of work at the appointed starting time. It is the responsibility of the employee who may be absent from work or will be late for work to notify his/her immediate supervisor or the Town Manager to advise of the reason for the absence or tardiness, if not previously arranged for. Notification of absence or tardiness shall be at least two (2) hours before the beginning of the starting time of his/her work day, or as soon as reasonably possible.

ARTICLE VIII – HOLIDAY:

1. Any employee who works 52 weeks per year and over sixteen hours per week are entitled to holiday benefits.
2. Subject to these rules, the following holidays shall be paid holidays for regular Town employees.

1. New Year’s Day 7. Labor Day

2. Martin Luther King Day 8. Indigenous Peoples’ Day

3. Presidents’ Day 9. Veterans Day

4. Patriot’s Day 10. Thanksgiving Day

5. Memorial Day 11. Day after Thanksgiving

6. Independence Day 12. Christmas Day

1. If a regular holiday falls on a weekend, the employee shall receive either the preceding

Friday or the succeeding Monday before the or after the holiday. This will be with the approval of the Town Manager.

1. A person on a leave of absence without pay shall not be entitled to holiday pay.
2. Holiday pay is considered a regular day’s pay for hourly employees.
3. When occasion warrants, an employee may be required to work whole or part of a holiday. Each non-exempt employee working a holiday shall receive straight holiday time pay plus time and one-half (1 ½) for working on a holiday, if the Holiday is on a day off, the employee is entitled to a day’s holiday pay at straight-time or equivalent compensation time. The exception would be Christmas Day which shall be paid for at two (2) times the hourly rate in addition to holiday pay.

EXEMPT EMPLOYEES: Department heads, salaried employees and part-time and temporary employees.

1. Holiday pay for part-time employees will be one and one-half (1 ½) times the regular rate for time worked on the holiday.
2. In order to be eligible for holiday and/or premium pay for hours worked on a holiday, the employee must work the regularly scheduled day before and the regularly scheduled day after the holiday, unless excused.

ARTICLE IX – VACATION:

1. Vacation privileges are available to full-time employees who are subject to the following

conditions. Each full-time employee shall earn vacation with pay on the following basis:

|  |  |  |
| --- | --- | --- |
| After | Vacation Hours | Max Accumulation (hrs) |
| ½ years of service | 20 | 20 |
| 1 year of service | 40 | 40 |
| 2 years of service | 80 | 80 |
| 5 years of service | 120 | 120 |
| 10 years of service | 160 | 160 |
| 15 years of service | 200 | 200 |

NOTE: Vacation benefits shall be proportionate to the hours worked for regular, part-time employees.

1. All employees that have terminated employment will have to start new if rehired.
2. Vacations will be scheduled at such time(s) as shall be mutually agreeable to the Department Heads and/or Town Manager. Due consideration and guidelines of the Bargaining Agreement employees will be given priority based on seniority with regards to scheduling.
3. Each employee shall be awarded his/her annual allowance of vacation time on his/her anniversary date. Vacation time must be taken within that anniversary year. Vacation will not be permitted to be carried over without the prior approval of the Town Manager. Employees shall not receive vacation leave until they have completed their first six (6) months of employment by the Town as a full-time employee as described in this Article.
4. Upon separation of employment, the value of unused vacation time shall be paid to the employee, provided the employee has given at least two (2) weeks’ notice of resignation.

1. No employee shall be called into work during the employee’s vacation, except

in case of an emergency. In no case shall an employee be paid for both vacation and work time.

1. In the event of dismissal of any employee for just cause, said employee shall be entitled to vacation pay for all unused vacation earned in the preceding anniversary year.

ARTICLE X – LEAVES OF ABSENCE:

1. BEREAVEMENT LEAVE. Employees shall be granted, subsequent to the death, leave of absence with full pay to make household adjustments or to attend funeral services as follows:

In the event of death of: Number of hours

Spouse, Children, Step-Children

Significant Other residing in household Up to 40

Brothers, Sister, Parents,

Grandparents, Grandchildren,

Parent-in-law Up to 24

Brother-in-law, Sister-in-law,

Aunt, Uncle, Niece, Nephew Up to 8

In order to be eligible for bereavement leave, the employee will be required to attend the funeral or service of the family member, if one is held.

1. LEAVE WITHOUT PAY: See Appendix Four (4)
2. JURY DUTY: Any pay received, excluding travel time allowance, from the Court shall be paid over to the Employer. The Employer shall pay the employee for normal forty (40) hours of work for each week spent in jury duty. If possible, an employee shall return to work if excused from jury duty.
3. MILITARY LEAVE OF ABSENCE: Any member of the Military forces, including the National Guard, and the Reserves of the United States of Armed Forces, who, in response to Federal or State orders, take military leave of absence from a position other than a temporary position in the employ of any civilian employer, shall:

* 1. Give at least two (2) weeks’ notice, if possible, to the Town of his/her absence for military duty.
	2. Obtain confirmation from the Adjutant General, Camp Keyes or applicable Guard or Reserve Headquarters, of satisfactory completion of his/her military duties upon return to civilian employment or immediately thereafter.

* 1. Reinstatement. Any employee who is in compliance with these requirements and is still qualified to perform the duties of such position will be reinstated without loss of pay grade, seniority, benefits, status and any other incidences of advantages of employment as if he/she had remained continuously employed. The period of absence shall be construed as a leave of absence without pay.

ARTICLE XI - EARNED PAID LEAVE:

Section 1. Eligibility. Accrual of Earned Paid Leave (EPL) begins on January 1, 2021, or at the start of employment if on or after January 1, 2021, as applicable. Newly hired employees will begin accruing time on their first day of employment, however they cannot use any accrued time until they have been employed for 120 days.

Section 2. Accrual of EPL. Employees are entitled to earn one hour of paid leave for every 40 hours worked, and may only be taken as it is accrued, up to 40 hours in one year of employment. At no time shall an employee have, accrue or use more than 40 hours of EPL in any one year. Accrued but unused EPL hours may be rolled over into the next year, however they cannot exceed 40 hours. For example, if an employee rolls over eight (8) hours from Year 1 into Year 2, the employee will only accrue 32 hours in Year 2. Similarly, if an employee rolls over 40 hours from Year 1 into Year 2, the employee will not accrue any additional hours in Year 2.

Section 3. Use of Accrual. Once employees have been employed for 120 calendar days, they may use EPL for any reason and can use it in increments of at least one hour (60 minutes). EPL shall be provided to any employee that meets the eligibility criteria and will be monitored through use of accruals, TRIO or Excel.

EPL will be paid at the employee’s rate of pay as established in the week immediately prior to taking EPL, in accordance with 26 M.R.S. § 637, as amended, and Department of Labor rules governing EPL. An employee does not continue to accrue EPL while out on paid or unpaid leave. However, the days the employee is out on leave do count toward the threshold of 120 days of employment. EPL does not entitle an employee to any additional hours than already allocated in sick accruals under Article 30B.

Section 4. Notice Requirements. Employees must provide at least four (4) weeks’ prior notice to the Town Manager of their intent to use this leave, unless leave is for an emergency, illness, or other sudden necessity where advance notice may not be feasible, and then notice must be given as soon as practicable. The Town Manager can deny a requested date of use if it significantly impacts departmental operations. Department hardship may be dependent upon department staffing, events, disaster, or weather emergencies (this is not an all-inclusive list). Use of EPL must be scheduled to prevent undue hardship on the employer as reasonably determined by the Town. An undue hardship is a significant impact on the operation of the Town or one of its departments, or significant expenses, considering the financial resources of the Town, the size of the workforce, and the nature of the department.

By nature, emergency, illness, or sudden necessity are unscheduled. An employee who uses EPL for one of these reasons must report it to the Town Manager as soon as practicable. An emergency or sudden necessity under the EPL is anything within reason that is unforeseen and requires the employee to interrupt his/her work schedule. This includes the care for a person not related to the employee. The Town may request a medical note or other documentation if the leave is for more than three (3) consecutive days. Written documentation may not be required unless over three days, but does require a general description, *i.e.*, illness of a child; illness of a day-care provider; transportation issue.

An employee shall not be disciplined for unscheduled absences with use of earned accrued EPL, unless he or she fails to provide the minimum notification as set forth herein.

Section 5. Separation from Employment. Unused EPL will not be paid out at termination of employment. Any employee who returns to work for the Town within a one-year period of the last day of previous employment will have any unused balance reinstated.

Section 6. Subject to Amendment. The Town and the Union agree to meet for subsequent negotiations regarding this Article, if this Act (EPL), or a substantively similar Act is amended and/or enacted by the State of Maine.

ARTICLE XII - SICK LEAVE:

1. Sick leave usage shall be recorded regularly by Payroll Clerk/Bookkeeper. The Town Manager shall review all sick leave records periodically and shall investigate any cases of which indicate abuse of the privilege. Abuse of the sick leave privilege (i.e., hunting, fishing, etc.) shall be fined by loss of one day’s pay for each day taken.
2. Eligible employees shall be entitled to seven (7) days of sick leave per year, to accumulate to a maximum of one hundred and forty (140) days. Sick leave shall be earned by an employee, at the foregoing rate, in the month in which the employee is employed for forty (40) or more hours of actual work.

1. Eligible employees shall be entitled to use sixteen (16) hours a year of their sick leave for personal days. If this is not used it will be put into the accrued sick day balance. It is the responsibility of the employee to notify the payroll clerk of the use of these days.
2. An eligible employee shall be entitled to sick leave pay when, by reason of “non-service connected” disability injury or illness, the employee is able to perform none of the duties for which the employee is qualified.

1. An employee may use sick leave for the purpose of fulfilling a prescheduled

medical appointment, with at least forty-eight (48) hours’ notice, excepting emergencies.

1. The Employer agrees to allow the use of sick leave for family illness. For the purpose of this section, the family shall be defined as the employee’s spouse or significant other residing in the household and dependent children. A doctor’s certificate may be required by the Town Manager.
2. In any case, the Town Manager may, in the his/her independent judgment, require further evidence of a claim for sick leave, including a doctor’s certificate, to establish the nature of the employee’s disability and/or the employee’s inability to perform the work assignment. Such evidence may be requested by the Town Manager after three (3) sick days have been utilized by the employee or an instance where there is positive evidence of abuse of sick leave. This information must be provided by the employee. If there is doubt in the case where the Town Manager requests a doctor’s certificate, the Town Manager may select a physician and the Town must bear any cost incurred.
3. Absence for a part of the day that is chargeable to sick leave shall be charged

proportionately in an amount not smaller than one (1) hour.

1. All sick leave shall expire on the date of resignation or termination from the Town and no payment shall be made for that which expires.
2. If an employee is rehired at any time, no sick leave will be reinstated and the employee must start over to accumulate sick pay.
3. Employees are entitled to utilize earned sick leave credits as maternity leave. After exhausting sick leave credits, no compensation shall be given by the Town aside from existing insurances or future insurance plans.

NOTE: Regular part-time employee’s sick leave benefits shall be in proportion to hours worked.

ARTICLE XIII – HEALTH INSURANCE:

The Employer agrees to offer health insurance coverage to full-time employees under plans offered through Maine Municipal Employees Health Trust. The Employer agrees to pay the Health insurance premiums for the employee only. The Employee in accordance with the Union Agreement will pay three percent (3%) of the annual cost of health insurance. Employees may choose either the Health Trust Comprehensive Indemnity Plan or the Comprehensive Point of Service Plan.

Benefit election must be made prior to December 14 of each year. The Town will provide benefit election forms prior to December 1 of each year.

ARTICLE XIV – RETIREMENT BENEFITS:

1. All full-time employees are eligible for retirement benefits through the ICMA 457 Deferred Compensation Plan and for the employee to be covered under the Federal Social Security System.
2. Part-time employees working 32 hours per week or more, on average, shall be eligible under this Article.
3. The Town shall contribute 100% matching contributions, up to six percent (6%) of wages that the Employee contributes.

ARTICLE XV – GRIEVANCE PROCEDURES:

1. A grievance is hereby defined to be any controversy, complaint, misunderstanding or dispute that may arise under the interpretation or application of the personnel policy and/or bargaining agreement.
2. A grievance arising by a bargaining unit employee will be referred to the procedures set forth in the bargaining unit agreement.
3. All other employees will fall under the following.
	1. Should an employee feel aggrieved concerning the interpretation, meaning, or application by the Town of any provisions of the Town’s Personnel rules, regulations and policies or terms of employment, within ten (10) workdays from the incident, he/she shall submit the details of such grievance in writing to the Town Manager.
	2. Within ten (10) working days thereafter, the Town Manager shall meet with the employee for the purpose of discussing the grievance and the Town Manager shall render his/her decision in writing within ten (10) working days after said meeting.
	3. In the event that the matter is not thereby resolved, the employee may within ten (10) work days following the Town Manager’s decision, bring the grievance in writing to the attention of the Board of Selectmen for their consideration by submitting a written statement setting forth the specific nature and details of the grievance. The Board of Selectmen will have fifteen (15) work Days in which to consider the matter and render a decision in writing which will be final.
	4. If the majority of the Board of Selectmen has a conflict of interest, the Board of Appeals will be the grievance authority.

ARTICLE XVI – RESIGNATION:

1. All employees resigning from service of the Town shall give a written two (2) week notice. In case an employee has problems writing, a verbal resignation is acceptable when given to the Town Manager.

ARTICLE XVII – POLICY OF HARASSMENT:

1. Sexual Harassment Policy – See Appendix Five (5)
2. Verbal or Physical Harassment – It is the policy of the Town that all employees shall be able to work in an environment free from all forms of harassment. Harassment, both verbal and physical, is prohibited. This policy refers not only to supervisor-subordinate actions, but also to actions between coworkers, residents, and family members while in the performance of the employee’s duty. Any complaint of harassment will be investigated promptly. There will be no intimidation, discrimination, or retaliation against any employee who makes a report of harassment.

ARTICLE XVIII – SMOKING POLICY:

1. In accordance with the provisions of the Workplace Smoking Act of 1985 (Title 22, section 1580-A), smoking is permitted only in designated areas determined by the Town Manager smoking will only be allowed on scheduled breaks.

ARTICLE XIX– REIMBURSEMENT OF EXPENSES:

1. Employees shall be reimbursed for reasonable and necessary expenses incurred while carrying out official Town business when authorized by the Town Manager. Such reimbursement shall be made in accordance with the submission of receipts.
2. Travel Pay: Employees will be reimbursed for the use of their personal vehicle authorized by the Town Manager at the rate set by the Board of Selectmen, but not lower than forty cents ($0.40) per mile. Travel reimbursement shall not apply to travel from employee’s home to primary workplace and from the primary workplace to home.

ARTICLE XX – DISCIPLINARY ACTION:

1. Progressive Disciplinary/Reprimand Procedure: A Department Head or the Town Manager who notes unsatisfactory behavior or job performance by an employee may take appropriate disciplinary action, which shall include a reason or reasons for the discipline, and the type of behavior and/or level of job performance expected. Means of improvement shall be discussed. repeated infractions or continual unsatisfactory performance may lead to more severe disciplinary actions up to and including dismissal. Reprimands shall be presented with a regard for minimizing embarrassment to the employee before other employees or the public. Disciplinary actions shall be for just cause.
2. Disciplinary Action includes, but is not limited to oral reprimand or written reprimand, suspension and discharge. The Town adheres to the practice of progressive discipline. The Town reserves the right to utilize the appropriate level of disciplinary action based upon the seriousness or severity of the infraction or behavior in question.

1. The employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharging or suspension of any employee, the Employer must immediately notify the employee in writing of the discharge or suspension and the reason, therefore.

1. Any employee discharged must be paid in full for all wages owed the employee by the Employer, including earned vacation and holiday if any, within ten (10) working days from date of discharge. Excluded will be sick time. Unless the employee has an appeal pending. Then all earned vacation and holiday will be given after the appeal decision.
2. Notice of appeal from discharge or suspension must be made to the Employer in writing, within ten (10) working days from the date of the discharge or suspension.

1. Should it be proven that a discharged or suspended employee was improperly discharged or suspended, the employee shall be fully reinstated in the position and be compensated at the employee’s usual rate of pay for a lost work opportunity and all unused benefits reinstated.
2. All records of employee discipline shall be retained in the employee’s personnel file. Any material inserted into an employee’s personnel file shall be dated, shown to

the employee and the employee shall initial same, attesting only to the fact that they have seen and are aware of the material being put into their personnel file. (Any material not so processed cannot be used against an employee in any present or future disciplinary action.

1. Records of reprimand and preventable accident reports of the same offense shall be

removed from personnel files after two (2) years from date of the same offense since that date. Records of suspension and disciplinary action, demotions of the same offense shall be removed from personnel files after three (3) years from the date of the occurrence provided that the employee has had no further disciplinary action of the same offense since that date. Records so removed cannot be used against an employee at any future date.

 NOTE: All grievance procedures shall be referred back to Article XV.

ARTICLE XXI– DISABILITY ACCOMODATION:

1. The Town is committed to complying fully with the Americans with Disabilities Act (ADA) and the Maine Human Rights Act, and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

The Town will not discriminate against any qualified employees or applicants because they are related to or associated with a person with a disability, or are regarded as having a disability. Furthermore, the Town is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and the Maine Human Rights Act.

1. Procedure for Making and Responding to a Request for Accommodation by a Disabled Employee is included in Appendix Seven.

**APPENDIX ONE: EMPLOYEE CONDUCT**

 Employees are expected to conduct themselves in a responsible, professional, and business-like manner in accordance with the Town’s policies and procedures. When a violation of Town policies and procedures or other improper or inappropriate conduct occur, employees may be disciplined. The necessity for and the severity of the discipline will be determined by the Town in accordance with the Town’s Personnel Policy and the Bargaining Unit Contract.

 The following are examples of misconduct that may result in discipline, up to and including immediate termination. This list of conduct is not intended to be comprehensive, and the Town of Norridgewock reserves the right to take disciplinary action based on conduct NOT listed here.

* Violating Town policies or procedures
* Unexcused, habitual, or excessive tardiness or absenteeism from work.
* Improper discussion, disclosure, or release of confidential information.

Many Town employees have access to confidential information pertaining to persons or property in the Town. Employees must not use this privileged information to their private advantage or provide friends or acquaintances with private advantages. Each employee is charged with the responsibility of releasing only information which is required under the “Right to Know Law”, 1 MRSA Section 401-410

* Insubordination (disobedience to authority or deliberate failure or refusal to follow orders or instruction.)
* Falsification of Town documents or records (including, but not limited to, obtaining employment on basis of false or misleading statements, making any false statements on your employment application, omitting information from your employment application, or falsifying employment records such as time sheets, payroll records, or expense reimbursement forms.
* Neglecting, failing or refusing to perform assigned duties.
* Interfering with another employee’s job performance.
* Failure to cooperate in the investigation of a violation of Town policy or procedure.
* Abuse or unauthorized use of Town property.
* Deliberately damaging any property.
* Inappropriate, improper, or unprofessional conduct while on the Town of Norridgewock’s premises or performing the Town’s business. The employee is prohibited from engaging in any conduct which could reflect unfavorably upon the Town or disrupt the efficient operation of the administration.
* Any other act or omission which is detrimental to or interferes with the interests of the Town, its employees, clients, vendors, or the public.
* Any discriminating comments, statements, written or verbal, made by any employee to another employee, supervisor, or person.
* Receipt of gifts. The employee is prohibited from solicitation or accepting any gift, gratuity, favor, entertainment, loans, or any other items of monetary value from any person, within or outside Town employment, whose interests may be affected by employee’s performance or nonperformance of his/her official duties. Acceptance of nominal gifts such as food and refreshments in the ordinary course of business meetings, or unsolicited advertising or promotional material such as pens, note pads, calendars, etc. is permitted.
* No employee shall engage in any other business other than his/her regular duties during work hours.

 This list contains examples only; it does not include all possible conduct that may result in disciplinary action. Any employee who engages in conduct which the Town of Norridgewock, in its sole discretion, considers inappropriate or improper may be subject to immediate disciplinary action, up to and including termination.

**APPENDIX TWO: DRUG & ALCOHOL PREVENTION POLICY**

The Town has adopted the following rules and procedures with respect to drugs and alcohol. These rules and procedures apply to all our employees and applicants for employment.

1. Impairment Prohibited- No employee will work or report to work or be on Town property or on town business with (a) any illegal drugs or drug or controlled substance not medically authorized, in his/her system, or (b) under the influence of or impaired by alcohol or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, the public or any other employees.
2. Possession/use Prohibited – No employee will use, consume or possess, on Town property, time or business, any illegal drugs or controlled substances not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, the public or other employees. The use of alcohol on Town premises is also prohibited, except in connection with Town sponsored social events.
3. Violation of policy- An employee who violates the Town’s Drug and Alcohol Prevention Policy will be subject to appropriate disciplinary action, up to and including termination of employment. However, the Town reserves the right, in its discretion, to allow an employee to seek professional assistance in dealing with a substance abuse problem with or without formal disciplinary action.

Drug-Free Workplace Policy

In addition to the rules and procedures set forth above, the Town maintains a drug-free workplace, in keeping with the Federal Drug-Free Workplace Act of 1988. The Town prohibits its employees from unlawfully manufacturing, distributing, dispensing, using or possessing any illegal drug, or paraphernalia associated with illegal drugs, on the Town’s premises or while engaged in Town business.

As used in this policy. The term “illegal drug” means any controlled substance as identified in the Federal Control Substance Act, as further defined by Federal Regulations. The Town premises include, but are not limited to, the Town-owned buildings, offices, garages, equipment, parking lots and any other area where an employee is engaged in Town business and /or operating equipment.

Compliance with this policy is a condition of employment and continued employment with the Town. The Town may as it chooses, report any employee who violates this policy to law enforcement authorities. Although any employee who violates the provision of this policy will be subject to disciplinary action, up to and including termination of employment, the Town also reserves the right, in its discretion, to impose a lesser degree of discipline or refer the employee for drug counseling, rehabilitation, or some form of employee assistance. However, the Town’s reservation of this right is not intended to create and does not create, any right on the part of an employee to a lesser degree of discipline or employee assistance.

Any employee who is convicted under criminal drug law based upon workplace conduct MUST notify the Town Manager in writing within five (5) work days of such conviction. The Town, in turn, will notify any applicable federal agency from which it receives a grant or contract of any employee work-related drug conviction within ten (10) work days after receiving notice of such conviction.

**APPENDIX THREE: SOLICITATION AND DISTRIBUTION**

Because the distraction of employees on the job interferes with production and can lead to inefficiency, the Town has established the following rules:

1. During the employee’s work time, the employee may not engage in solicitation of other employees or distribution of literature for any purpose.
2. During another employee’s working time, the employee may not solicit the employee for any purpose;
3. Distribution of literature of any kind may not be made in work areas of the Town anytime;
4. Persons not employed by the Town are not permitted to solicit employees or distribute literature on Town premises. Such persons should be directed to the Town Manager;
5. The phrase “working time” means all time an employee is required to perform actual job duties but does not include the employee’s coffee breaks, meal breaks, clean-up time, or time before/after shift;
6. Solicitation or distribution of literature otherwise permitted under this Policy must not create a litter problem, a traffic hazard or congestion, obstruct ingress to or egress from the Town’s premises;
7. Certain bulletin boards are limited to official Town business. These bulletin boards are designated official by the Town Manager. All posting on these official bulletin boards must be cleared through the Town Manager;
8. Violation of this policy will result in discipline up to and including termination of employment;
9. None of this will prevent the Bargaining Representative from reasonably conducting his/her official visits.

From time to time, however, the Town or its employees may conduct or authorize charitable solicitations for the purpose of acquiring or maintaining goodwill in the community. Should the employee wish to conduct a charitable solicitation, please contact the Town Manager for a determination.

**APPENDIX FOUR: FAMILY MEDICAL LEAVE OF ABSENCE POLICY**

Employees who have worked for the Town for at least twelve (12) months and at least 1,250 hours during the prior twelve (12) months may take up to twelve (12) weeks of leave for the following reasons:

1. Birth and/or care of a child of the employee;
2. Placement of a child into the employee’s family by adoption or by foster care agreement;
3. Care of employee’s spouse, child or parent who has a serious health condition; or
4. The inability of the employee to perform the functions of the employee’s position due to a serious health condition.

Employees who have worked for the Town less than 1,250 hours during the past year are not eligible for Federal Family Medical Leave and may be eligible for leave under the state law, or an unpaid leave of absence, in the discretion of the Town, and should follow the procedures set forth below to apply for leave.

Any FMLA leave taken by an employee during the proceeding annual year will be used to determine the amount of available leave pursuant to the Family and Medical Leave Act. For example, if an employee used four (4) weeks of leave beginning on January 1, 2007, four weeks of leave beginning May 1, 2007, and four weeks of leave beginning October 1, 2007, the employee would not be entitled to any additional leave until December 1, 2007. On January 1, 2008, the employee would be entitled to an additional four weeks of leave.

The right to family leave for birth and/or placement of a child into an employee’s family may only be taken within the twelve (12) Months after the date of birth or placement of the child. In cases of unpaid leave for the birth or placement of a child, intermittent leave or working a reduced number of hours is not permitted, unless both the employee and Town agree.

For the purpose of this policy, a serious health condition means an illness, injury, impairment or physical or mental condition that involves;

* Any period of incapacity or treatment in connection with or consequent to in-patient care in a hospital, hospice or residential medical facility.
* Any period of incapacity requiring absence from work or other regular daily activities for more than three (3) consecutive calendar days that also involves continuous treatment by or under the supervision of a health care provider.
* Continuous treatment by or under the supervision of a healthcare provider for a chronic long-term health condition that is incurable or so serious that if not treated would result in a period of incapacity of more than three (3) consecutive calendar days.
* Prenatal care.

In cases of unpaid leave for serious health conditions, the leave may be taken intermittently or on a reduced hourly basis only if such leave is medically necessary. Where an employee requests intermittent leave or leave on a reduced hourly basis due to family member’s or the employee’s own serious health condition, the Town has the option, in its sole discretion, to require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the employee’s regular job. The temporary position will have equivalent pay and benefits as the employee’s regular job.

Family and medical leave is an unpaid leave of absence. However, where appropriate, employees must use accumulated vacation, personal days, and sick time during family and medical leave. The employee will be notified in writing if required to substitute vacation and/or sick time for unpaid family and medical leave.

An employee who loses time for work due to a work-related illness or injury may be eligible for workers compensation benefits. If such illness or injury is a serious health condition as defined above, the absence will be treated like family and medical leave under this policy.

When the necessity of leave is foreseeable due to the expected birth or placement of a child, the employee must provide the Town at least thirty (30) days’ notice of the employee’s intention to take the leave. If the date of the birth or placement of a child requires the employee’s leave to begin in less than thirty (30) days from the date of notice to the Town, the employee must provide notice as soon as practical. Where the necessity for leave is due to a family member’s or an employee’s serious health condition and is foreseeable based on planned medical treatment, the employee must:

* Give at least thirty (30) days’ notice, or as soon as practical if treatment starts in less than thirty (30) days; and
* Make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Town, subject to the approval of the healthcare provider.

Where the need for leave is unforeseeable, the employee must give notice as soon as practical. Any leave request based on a family member’s or employee’s own serious health condition must be supported by a certification from a healthcare provider. The employee must provide a copy of the certification to the Town within fifteen (15) calendar days unless other arrangements have been made. Certification from the healthcare provider must contain:

* The date the serious health condition began;
* The possible duration of the condition;
* The appropriate medical facts regarding the condition;
* If leave is based on the care of a spouse, child or parent, a statement that the employee is needed to provide the care and an estimate of the amount of time that needed care will continue;
* If the leave is based on the employee’s own serious health condition, a statement that the employee is unable to perform the function of his/her job; and
* In the case of intermittent leave or leave on a reduced hour’s basis for planned medical treatment, the date the treatment is expected to be given and the duration of the treatment.

During family leaves of absence, the Town will pay for health insurance premiums. If the employee does not come back to work, he/she will be responsible for reimbursement to the Town of any Health Benefits paid by the Town.

During leave, the employee shall not accrue employment benefits such as vacation, sick leave, etc. Employment benefits accrued on the day that the family leave of absence begins will not be lost.

The Town shall require an employee on FMLA leave to report periodically on his/her status and the intention of the employee to return to work, and also periodic re-certification of the medical condition. An employee taking leave due to the employee’s serious condition is required to obtain certification that the employee is able to resume work prior to the return from any FMLA leave. A job description will be available to the medical service to determine qualification to come back to work.

An employee who returns to work from FMLA leave within or on the business day following the expiration of twelve (12) weeks are entitled to return to their job or an equivalent position without loss of benefits or pay, unless (a) their employment with the Town would have been terminated if no leave had been taken; (b) they have given notice to their intent to terminate their employment; or (c) they cannot with or without reasonable accommodation, safely perform the essential functions of the job to which they may be restored. Certain key employees may not be eligible for these reinstatement rights.

Appropriate forms must be submitted to the supervisor. All necessary forms are available from the Town Manager.

**APPENDIX FIVE: POLICY PROHIBITING SEXUAL HARASSMENT**

Sexual harassment in the workplace is unlawful. It is also unlawful to retaliate against an employee for making a complaint of sexual harassment or for cooperating in an investigation of such a complaint. The Town absolutely prohibits sexual harassment of any employee by a supervisor, co-worker, a contractor, a vendor or a customer and prohibits retaliation against any employee for making such a complaint or cooperating in the investigation of such a complaint. All supervisory personnel are responsible for enforcing this position. Failure to do so will be considered a failure to fulfill all the responsibilities of the position.

“Sexual harassment” is defined as “Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment. (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating hostile or offensive working environment.”

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior, which is unwelcome.

Examples of sexual harassment may include but are not limited to: (1) repeated offensive sexual flirtations, advances or propositions; (2) continued or repeated verbal abuse of a sexual nature; (3) graphic or degrading verbal comments about an individual or his or her appearance; (4) the display of sexually suggestive objects or pictures; (5) any offensive or abusive physical contact.

In addition, no one should imply or threaten that an applicant’s or employee’s “cooperation” of a sexual nature (or refusal thereof) will have any effect on the individual’s employment, assignment, compensation, advancement, career employment, or any other condition of employment.

Any employee who experiences sexual harassment is requested to immediately report the matter to one of the following persons:

* Your immediate supervisor **OR**
* directly to the Town Manager **OR**
* directly to the Chairman of the Board of Selectmen

The Town will immediately investigate any complaint of sexual harassment. Any employee who is determined, after investigation, to have harassed another employee, supervisor, co-worker, contractor, vendor, or customer, in violation of this policy will be subject to appropriate disciplinary action up to and including termination of employment. Employees have the legal right to file a complaint of sexual harassment with the Maine Human Right Commission and are protected by law from retaliation for exercising this right.

**Maine Human Right Commission**

51 State House Station

Augusta, ME 04333-0052

(207) 624-6290

**APPENDIX SIX: ELECTRONIC, COMMUNICATION, AND COMPUTER EQUIPMENT AND SYSTEMS**

All of the Town’s electronic, communication, and computer equipment, systems, software and services, including but not limited to the Town’s electronic mail (e-mail) and voice mail equipment and systems (collectively the “Electronic System”), are the property of the Town of Norridgewock. All communications data, records, files, and other information (collectively, the “Information”) created through the use of, or retained in, the Electronic Systems and the Information available to its employees is solely for the purpose of conducting Town Business.

The Town reserves the right to monitor the operation and use of the Electronic Systems and to access all Information. Employees, consultants, vendors, contractors, clients, and suppliers using the Town’s Electronic Systems for personal or other non-Town purpose do so at their own risk and with the knowledge that the Town may monitor, use and access any and all information resulting from such use.

All passwords and codes used in connection with the Electronic Systems and the information are the property of the Town of Norridgewock. The Town may override individual passwords and codes and require employees to disclose any passwords or codes. Employees must abide by, and not attempt to circumvent, all systems’ security controls, including but not limited to the passwords of other individuals. The Town prohibits employees from accessing or attempting to access or use the E-Mail or voice mail systems of a co-worker unless authorized to do so.

All employees are expected to maintain a secure environment for Electronic Systems and Information. Accordingly, you are required to:

* Protect the Electronic Systems, software, and services from all types of misuse, misappropriation, misapplication, and vandalism.
* Protect the integrity and accuracy of information from unauthorized access, alteration, or destruction.
* Maintain the privacy of proprietary, privileged, personal or otherwise sensitive information. (For example, an employee must, exercise caution when sending confidential information via e-mail, since the degree to which the information remains confidential is largely dependent upon the care and protection exercised by the employee and the recipient of the e-mail message. Another example is that privileged or confidential communications should be marked as such).
* Use computer software and other copyrighted material in accordance with licensing agreements and applicable copyright laws.
* Protect the Electronic Systems and information from viruses by not downloading software of any type. Under no circumstances may an employee make any unauthorized connection between the Electronic Systems or Information and any third-party systems, software or data.

In keeping with the policies against unlawful harassment and discrimination, which are set forth above, the Town prohibits any use of the Electronic Systems to make offensive, harassing, vulgar, obscene, threating, discriminatory, or intimidating communications. In addition, employees are prohibited from creating, distributing or soliciting sexually oriented messages or images using the Electronic Systems. The Town also prohibits communications that constitute slander, defamation, or unlawful trade disparagement of employees, clients, vendors or any other person or entity.

Nothing should be communicated in an e-mail message that would be inappropriate, improper, or unsuitable to state in a written memo. An employee should regard e-mail as another form of written communication.

The Town’s policy regarding confidentiality applies fully to all information within the Town’s Electronic Systems. Employees may disclose information obtained from the Town’s Electronic Systems only to authorized individuals. The provisions of the Town’s policy on solicitation and distribution also apply fully to all electronic and telephonic communications.

**APPENDIX SEVEN: PROCEDURE FOR MAKING AND RESPONDING TO A REQUEST FOR ACCOMODATION BY A DISABLED EMPLOYEE**

Town policies and Federal and State law require the Town to provide a disabled employee with any reasonable accommodation which is necessary for the disabled employee to perform the employee’s job functions.

The Americans with Disabilities Act (ADA) and Maine Human Rights Act (MHRA) protect qualified employees who are disabled from employment discrimination. Under the ADA and MHRA, an employee has a disability if the employee has a physical or mental impairment that substantially limits a major life activity, significantly impairs physical or mental health, or requires special education, vocational rehabilitation, and related services. The ADA and MHRA also protect employees who have a medical record of a substantially limiting impairment and employees who are regarded by others as having a substantially limiting impairment or are likely to develop such an impairment. A substantially limiting impairment is a physical or mental impairment that significantly limits or restricts the employee’s ability to perform a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking, caring for oneself, or learning. The MHRA also includes a list of disabilities that qualify a person as having a disability under the MHRA without regard to severity. Those disabilities, as identified in the MHRA are available here: http://legislature.maine.gov/statutes/5/title5sec4553-A.html (see 5 M.R.S. §4553-A).

An employee with a disability must be qualified to perform the essential functions of the job in order to be protected by the ADA and MHRA. This means that the employee must meet job requirements for educational background, employment experience, skills, licenses, and any other qualification standards that are job related and must be able to perform all of the tasks that are essential to the job, with or without an accommodation.

In general, the term *essential functions* means the fundamental job duties of the employment position the individual with a physical or mental disability holds or desires. Usually, a written job description establishes the essential functions of any position. However, the actual functions performed by any employee occupying that job, as opposed to those reflected in a written job description, should also be taken into consideration.

The Town is required, absent undue hardship, to provide a reasonable accommodation to any disabled individual who needs such an accommodation to participate in the employment application process or to perform the employee’s job and otherwise enjoy the benefits and privileges of employment.

Reasonable accommodation means: Modifications or adjustments to a job application process that enable a qualified applicant with a disability to be considered for the position such qualified applicant desires; or Modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable a qualified individual with a disability to perform the essential functions of that position; or Modifications or adjustments that enable a covered entity's employee with a physical or mental disability to enjoy equal benefits and privileges of employment as are enjoyed by its other similarly situated employees without disabilities. Examples include but are not limited to making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and job restructuring; part-time or modified work schedules; reassignment to a vacant position; acquisition or modifications of equipment or devices; appropriate adjustment or modifications of examinations, training materials, or policies; the provision of qualified readers or interpreters; and other similar accommodations for individuals with disabilities. Generally, an employer is only required to grant an accommodation when one has been requested.

To determine the appropriate reasonable accommodation, it may be necessary for the Town to initiate an informal, interactive process with the individual with a physical or mental disability in need of the accommodation. This process should identify the precise limitations resulting from the physical or mental disability and potential reasonable accommodations that could overcome those limitations. If an employee wishes to request an accommodation on the basis of a disability, they should speak with/submit a written request/email accommodation request to the supervisor. The Town will take the following steps:

* + - 1. Determine, by speaking with the employee, whether the employee requests an accommodation because the employee is disabled.
			2. Acknowledge receipt of the disability-related accommodation request in writing, or by alternate means if necessary, within five business days.
			3. If the employee asserts a disability and, therefore, claims entitlement to the protection of the ADA and MHRA, the supervisor must refer the employee’s request for an accommodation to the Town Manager. This referral will be made within five business days. Additionally, the Town Manager will acknowledge receipt of the accommodation request to the employee within five business days of receiving the referral.
			4. The Town Manager will work with the employee and the employee’s supervisor to determine whether an accommodation is needed to perform the employee’s job and to determine what accommodation or accommodations are reasonable. The accommodation request shall be granted or denied within three weeks of receipt of the employee’s request for accommodation. If the Town is unable to meet this timeline, the Town Manager will provide a reason why, in writing or alternative means as necessary, along with a new proposed timeline. That determination may include some or all of the following steps:
				1. An individualized examination of the nature and extent of the employee’s disabling condition, which is limited to what is necessary for the individual to perform the essential functions of their job and how their particular disability impacts essential functions of their job;
				2. A request for an accommodation request from the employee’s medical provider;
				3. An individualized analysis of the requirements of an employee’s job;
				4. A medical examination, limited to the essential functions of the job;
				5. An analysis of whether a particular accommodation will enable the employee with a disability to perform the essential functions of the job.

Absent undue hardship, the Town will grant the requested accommodation. If the accommodation request is determined to meet the definition of undue hardship, an alternative will be offered if available. The employee is not required to accept the alternative accommodation.

In some cases, the Town will need to determine whether an employee who asserts entitlement to the protection of the ADA and MHRA is a qualified individual with a disability. This determination, like the determination of the appropriated accommodation, will be made on a case-by-case basis, usually involving the participation of the employee’s health care provider(s), and will focus on whether the employee meets the definition of disability under the ADA or the MHRA (5 M.R.S. §4553-A).

Should an employee seek to appeal a decision regarding accommodation, employees are entitled to appeal, pursuant to Article XIII of this policy.

Employees wishing to file a complaint with the Maine Human Rights Commission (MHRC) may do so, within 300 days of the date of discrimination. A complaint may be initiated by mail, electronically on the Commission’s website, www.maine.gov/mhrc, or by calling the Commission at (207) 624-6290. A complaint of discrimination must be sworn to under oath before a Notary Public or a person authorized by law to administer oaths. Complaints of discrimination must be filed at the office of the Maine Human Rights Commission, 51 State House Station, Augusta, Maine 04333-0051.

**APPENDIX EIGHT: SMOKING & TOBACCO USE**

**This appendix complies with Maine’s Workplace Smoking Act of 1985, and with the Maine State tobacco-free recreation policy guidelines. It includes a ban on many uses of smoking and tobacco products, including cigarettes, cigars, e-cigarettes, snuff, dip, snus, chewing tobacco, smokeless tobacco products, and any new tobacco products as appropriately within the purview of this policy, on any property of the Town of Norridgewock, in open air space, including within personal vehicles while used on municipal duty while occupied by others.**

Effective June 1, 2022, all Town-owned properties will be tobacco and smoke-free at all times. This policy applies to all employees, clients, contractors, and visitors. The Workplace Smoking Act of 1985 applies to all enclosed areas of business facilities in Maine where employees perform work and for which the employer is responsible. To promote the health and safety of all citizens of the Town of Norridgewock, and to promote the cleanliness of all facilities, smoking and tobacco use is prohibited on Town property at any time by any person. These properties include but are not limited to: the Town Office, Central Maine Regional Airport, the Town Garage, Fire Station, libraries, cemeteries, playgrounds, parks, and ball fields.

The Town of Norridgewock is dedicated to promoting health and wellness, and recognizes tobacco to be an extremely addictive substance. The Town of Norridgewock will provide education on the impact of tobacco use with the purpose of raising awareness of the effects of tobacco use and will promote the use of available resources, including the Maine Tobacco HelpLine (1-800-207-1230), a cost-free service to assist those tobacco users who wish to cease their use of such products.

The use of any tobacco product shall be banned in:

* any enclosed areas where work is performed, including but not limited to all restrooms, all meeting rooms, all lunch rooms, and all private offices;
* any outdoor locations, including outdoor eating areas, parking lots;
* any town-owned or town-leased vehicles used by employees at any time; and,
* any employee-owned vehicle(s) used in the course of work whenever another employee or another person engaged in municipal business is in the vehicle for work-related reasons.

Signs detailing the requirements of this policy will be posted at the entrances to the relevant properties and at all building entrances. In addition, this policy will be included in training manuals, and new employee orientations.

As an employer, the Town of Norridgewock understands tobacco to be a legal product, and further recognizes the Town may not require that employees or prospective employees refrain from tobacco use when not at work. The Town of Norridgewock will not discriminate in any way against employees who use tobacco outside of employment.

The success of this policy will depend on the courtesy and cooperation of both tobacco users and nonusers. Everyone is responsible for following and helping to enforce the policy. Problems should be brought to the attention of the appropriate supervisor. Violations of this policy will be handled through established disciplinary procedures.