

Town of Jerome Personnel Policies

current thru May 2022

TOWN OF JEROME PERSONNEL POLICIES

SECTION 1: GENERAL PROVISIONS

A. Purpose. The Town of Jerome adopts these Personnel Policies to establish a personnel system that (1) provides a lawful structure for attracting, retaining and developing competent, cooperative and responsive employees; (2) establishes an organizational framework in which personnel actions are free of unlawful and political considerations; and (3) formulates fair and consistent standards for personnel administration.

B. NO CONTRACT. EMPLOYMENT WITH THE TOWN IS "AT-WILL". EITHER THE TOWN OR ANY EMPLOYEE MAY TERMINATE THE EMPLOYMENT RELATIONSHIP FOR ANY REASON OR FOR NO REASON AT ALL. THESE PERSONNEL POLICIES DO NOT CREATE AN EMPLOYMENT CONTRACT OR GUARANTEE EMPLOYMENT TO ANY EMPLOYEE. NO INDIVIDUAL OR REPRESENTATIVE HAS THE EXPRESS OR IMPLIED AUTHORITY TO ENTER INTO ANY AGREEMENT TO THE CONTRARY. BY SIGNING THE ACKNOWLEDGEMENT OF RECEIPT OF THESE PERSONNEL POLICIES, THE EMPLOYEE ACCEPTS AND AGREES TO THE "AT-WILL" EMPLOYMENT RELATIONSHIP DESCRIBED IN THIS PARAGRAPH.

C. Rules Subject to Change. These Personnel Policies are subject to change at any time at the discretion of the Town Council.

D. Severability. Should any article, paragraph, sentence, clause or phrase of these personnel policies (or application of same to any circumstance, group or individual) be declared illegal, unconstitutional or invalid for any reason, the remainder of these policies shall not be affected.

SECTION 2: APPLICABILITY

These Personnel Policies shall apply to all Town employees, whether full-time, part-time, permanent, temporary or emergency employees, unless otherwise expressly provided in these Policies. These Personnel Policies shall not be applicable to members of the Town Council, its boards and commissions or to contract officials.

SECTION 3: EQUAL OPPORTUNITY EMPLOYER

The Town of Jerome is an equal opportunity employer. It is the policy of the Town that decisions regarding recruitment, hiring, compensation, benefits, transfers, training, promotions, layoff, recall and other employment decisions shall be made on the basis of the qualifications of applicants and employees without regard to race, religion, color, age, sex, national origin, veteran's status, or non-disqualifying disability.

SECTION 4: DEFINITIONS

"Adverse personnel action" means verbal or written warnings, suspension with or without pay, and/or demotions, but not terminations.

"Council-appointed employee" means any one of the following: Town Manager, Chief of Police, and Town Clerk.

"Contract official" means any of the following: Town Attorney, Town Magistrate, Town Engineer and any other independent contractor providing services pursuant to a written contract. This term does not include employees who may have a written employment contract with the Town.

"Emergency employee" means an employee hired by the Town Manager for up to ten (10) working days without regard to minimum qualifications of the position or examination.

"Essential functions of a job" means the fundamental duties of the position and is characterized by the fact that the job exists to perform the function.

"Full-time employee" means an employee hired to work forty (40) hours each week on a regular basis and for an indefinite period of time.

"He" includes "she"; "his" includes "hers."

"Lateral Reclassification" is a change to a job description at the same level without an accompanying salary adjustment.

"Part-time employee" means an employee working less than forty (40) hours per week.

"Promotion" is a change to a job description at a higher grade level, normally with an accompanying salary increase.

"Provisional employee" means an employee who does not meet the minimum training and experience qualifications for a particular position and who is considered a "trial employee" until such time as he meets the minimum requirements of the position, as determined by the Town Manager.

"Reclassification" occurs when an employee changes job description.

"Regular employee" means an employee who has successfully completed a trial period. A regular employee may be either a full-time employee or a part-time employee.

"Temporary assignment" means an assignment of a current employee on a temporary basis to a position other than is normally covered by his job description.

"Temporary employee" means an employee hired to work for the duration of specific projects or assignments, either part-time or full-time for a period not to exceed ninety (90) calendar days.

"Town" means the Town of Jerome.

"Town Council" or "Council" means the Town Council of the Town.

"Transfer" is when an employee moves from one department to another within the Town.

"Trial employee" means an employee serving a trial period.

"Trial period" means, for all employees except employees of the Police Department, the first six - months of employment with the Town; for employees of the Police Department, the first twelve months of employment with the Town. The term "trial period" includes any extension of the initial trial period.

SECTION 5: RECRUITMENT AND HIRING

A. Employment: Only the Town Manager is authorized to hire Town employees, except for Council-appointed employees. The Town Manager and Department Heads will review applications on file, seek new additional applications, if necessary, and arrange for applicants to be interviewed. The hiring of Police personnel shall be by joint decision of the Police Chief (with regard to law enforcement qualification and needs of the Police Department) and the Town Manager (with regard to budgetary, employee salary, and human resources matters of the Town). The Police Chief and Town Manager may both be involved in interviews and research of police officer applicants.

B. Promotions and Transfers: It is the policy of the Town to promote from within when practical and feasible. Vacant positions within a department should generally be filled in the following order of preference: First consideration should be given to promotion of a qualified employee within the department; second consideration should be given to promotion of a qualified employee from another department of the Town.

C. Job Descriptions: The Town Manager or his designee shall prepare job descriptions for all job positions in the Town. Job descriptions shall set forth the job duties and responsibilities of the position, essential functions of the job, minimum qualifications and required knowledge and skills. The addition of new classes of job positions shall require approval by the Town Council.

Classes of Job Positions:

1. Regular full-time employees
2. Regular part-time employees
3. Trial employees
4. Provisional employees
5. Temporary employees
6. Emergency employees

D. Procedures for Posting and Filling Job Openings:

1. Except for Council-appointed employees, all employment openings shall be submitted to the Town Manager as soon as the need is known.
2. Applications for Employment: The Town will maintain employment applications to be completed by applicants. The Town Manager may reject any application which indicates on its face that the applicant does not possess the minimum qualifications required for the position. Defective applications may be returned to the applicant with notice to amend the same, providing the time limit for receiving applications has not expired. No question in any application form shall be so framed as to attempt to elicit information concerning race, color, sex, age, national origin, or religious or political opinion or affiliations of an applicant.
3. Applications will be kept on file by the Town for a period of six months.

E. Internal Posting of Job Openings: All vacancies will be publicized for internal applicants only prior to solicitation to the general public. All vacancies will be posted for internal applicants only for three (3) working days.

1. The Town Manager will make available information on employment to all Town departments and shall post vacancies on the Town Hall bulletin boards. Vacancy announcements shall specify the title and pay for the positions, minimum qualifications and the date the vacancy will be advertised to the general public if not filled internally.
2. Existing employees interested in a vacant position shall complete an application and submit it as required in the notice prior to the date of public advertisement.

F. Method of Filling Vacancies from the General Public: When a vacancy is not filled through existing employees or applications on file, the Town will conduct an appropriate search.

1. The Town Manager will make information on employment openings available to the public and all other Town departments and shall post vacancies on the Town Hall bulletin boards and may advertise vacancies locally, state-wide, or nationally. Vacancy announcements shall specify the title and pay for the positions, minimum qualifications, the closing date, and instructions concerning where to file an application.
2. The hiring procedure may include review of applications, interviews of qualified applicants by supervisors and/or the Town Manager, and a final decision regarding the hiring of an applicant by the Department Head, as may be approved by the Town Manager.

G. Minimum Qualifications: The minimum qualifications for a job position shall be reasonably related to the duties of the position.

H. **Background and Criminal Checks:** The Town of Jerome reserves the right to perform background and criminal record checks on all new employees. Any employee required to drive or operate a Town vehicle shall provide his Department of Motor Vehicle record at his own expense.

I. **Examinations and Testing:**

1. **Physical examination:** If required by a job description, a prospective employee shall, as the last stage in the application process, undergo a physical examination and submit a statement of health prior to commencement of employment.
2. **Police Department examinations and testing:** All applicants for positions with the Police Department shall be required to pass an examination given by the Chief of Police. The Chief of Police shall be responsible for setting all qualifications and requirements and for the filling of all sworn positions in accordance with AZPOST standards. The selection techniques used in the examination process shall be impartial, of a practical nature, and relate to those subjects which, in the opinion of the Chief of Police, fairly measure the relative capacities of the class to which an applicant seeks to be appointed. Examinations shall consist of selection techniques which will test fairly the qualifications of candidates such as, but not necessarily limited to, achievement and aptitude tests, other written tests, personal interviews, performance tests, physical agility, evaluation of daily work performance, work records, medical tests, or any combination of these or other tests.
3. **Notification of Examination Results:** Each candidate who undergoes an examination shall be given written notice of the results, including the candidate's final earned score and/or rank on the employment or promotion list.
4. **Review of Examination Papers:** Any candidate shall have the right to inspect his own examination papers within five working days after the date the exam was scored. Any error in computation shall be corrected.

SECTION 6: EMPLOYMENT

A. **AT-WILL EMPLOYMENT:** ALL EMPLOYEES OF THE TOWN ARE "AT-WILL" EMPLOYEES. EITHER THE TOWN OR ANY EMPLOYEE MAY TERMINATE THE EMPLOYMENT RELATIONSHIP FOR ANY REASON OR FOR NO REASON. NOTHING IN THESE PERSONNEL POLICIES SHALL BE INTERPRETED TO BE A STATEMENT OF CONTRACTUAL RIGHTS OR TO CREATE A CONTRACT OF EMPLOYMENT, WHETHER EXPRESS OR IMPLIED.

B. **Provisional Appointment:** A provisional appointment of an employee may be made even if the employee does not meet the minimum training and experience qualifications for a particular position. The employee who has received a provisional appointment shall be a trial employee until such time as he meets the minimum requirements of the position, as determined by the Town Manager.

C. **Trial Period:** The trial period is a part of the testing process and shall be utilized for closely observing the trial employee's work and for securing the most effective adjustment of a trial employee to

the position. All appointments, except as otherwise provided in these Policies, shall be subject to a trial period of six (6) months. The Town Manager may establish a longer trial period for specified classes of employees. The trial period for police officers shall be one year. The trial period of a trial employee may be extended three additional months by the Town Manager. During the trial period, the employee may be subject to monthly reviews and a heightened level of supervision.

D. Seasonal Appointment: When conditions of employment such as summer work or other seasonal variations warrant, the Town Manager may compensate hourly or salaried employees at an hourly rate of pay. Such hourly rates shall be established by the Town Manager.

E. Part-Time Employees: Part-time employees shall be paid an hourly rate for the number of hours worked. Part-time employees are not eligible for sick leave and do not accrue vacation leave, except as set forth in Section 13(D) of these Personnel Policies.

F. Temporary Employees: If the Town Manager determines in writing that a temporary employee is needed by the Town, he may hire a temporary employee for a period of not more than ninety (90) calendar days, plus one extension not to exceed ninety (90) calendar days. Temporary employees are not eligible for paid sick leave, holidays, vacation leave or insurance benefits, except for worker's compensation. Hiring temporary employees shall not be used to circumvent the normal recruitment process of the Town.

1. A temporary employee who was appointed after advertising to the general public shall be eligible for consideration for a regular position through internal recruitment.
2. A temporary employee who was appointed without advertising to the general public shall be ineligible for consideration for a regular position through internal recruitment.

G. Temporary Assignment: Upon the approval of the Town Manager, an employee may be assigned, on a temporary basis, to a higher position than that normally covered by his job description. While on temporary assignment, the employee shall be paid at the rate of the new position or an increment of ten percent (10%), whichever is greater.

H. Emergency Employees: To insure job coverage in emergency situations, the Town Manager may hire an emergency employee for up to ten (10) working days without regard to minimum qualifications of the position or examination. NO emergency employee shall work more than sixty (60) days in any twelve (12) month period. Emergency employees are not eligible for paid sick leave, holidays, vacation leave or insurance benefits, except for worker's compensation. Emergency employees are not eligible for merit increases.

SECTION 7: CONDITIONS OF EMPLOYMENT

A. Loyalty Oath: All employees are required to sign a loyalty oath as required by state law.

B. Political Activity Prohibited: Town employees may be a member of a political party, attend political meetings, cast votes in elections and contribute money to a political party or candidate. Except as herein

provided, employees are prohibited from engaging in any political activity relating to Town elections or taking part in Town political issues beyond the private expression of personal opinion, registering to vote, and voting in any special, primary, or general election. No employee in his official capacity with the Town shall solicit any contributions in cash or services from any Town employee to support any candidate for public office.

Town employees may not serve as members of Council while employed by the Town of Jerome; however, volunteer firefighters who receive per call pay from the town of Jerome may serve as Council members, provided that they refrain from voting if and as required by title 38 of the Arizona Revised Statutes.

C. **Residence Requirement:** All employees are required to live within one hour driving time of their place of work. Other residency requirements are set forth in Section 3-1-1 of the Jerome Town Code.

D. **Fitness for Duty Examinations:** The Town may require a fitness for duty examination by a physician selected by the Town at any time after employment. The Town will pay all reasonable costs associated with fitness for duty examinations in accordance with the current budget. Prior to employment, the Town may only require a fitness for duty examination as the last stage in the application process. All examinations shall be conducted with the prior consent of the employee. Failure to grant consent may result in an adverse employment action.

SECTION 8: COMPENSATION PAY PLAN

A. **Preparation of Plan:** The Town Manager shall prepare a pay plan covering all job positions in the Town for consideration by the Town Council.

B. **Adoption, Amendment, or Revisions of the Plan:** The Town Council shall adopt a pay plan for all job positions in the Town and may amend the pay plan in its discretion and in accordance with the adopted budget of the Town.

C. **Application of Rates:** Town employees shall be paid compensation in accordance with the pay plan. The lowest rate of pay designated for a position shall normally be paid upon appointment to the position. Initial compensation at a rate higher than the minimum rate for the position must be approved by the Town Manager.

D. **Employee Evaluations:** Department directors, or, in the case of Council-appointed employees, the Town Council, shall review with each employee monthly during the trial period and annually in April of each year thereafter, the employee's performance and the responsibilities, duties, and skill required to successfully perform the employee's duties. An evaluation form shall be completed and signed and dated by the employee and supervisor. A copy of the evaluation shall be made available to the employee upon request. Evaluations shall be maintained in the employee's personnel file. The Town Manager will be responsible for the administration of this program and will perform a continual review of each job position.

E. Merit Increases: Advancement shall not be automatic but shall depend upon increased service value of an employee to the Town as exemplified by the recommendation of the employee's supervisor, performance record, special training undertaken, or other pertinent evidence, within the advancement policy established by the pay plan.

F. Timing of Merit Increases: Each Employee is eligible for a merit increase after completion of the trial period. Annual increases shall be based on the employee's merit, on the availability of funds, and upon approval of the Town Manager. The Town Manager must approve all changes of status involving salary or position changes.

G. Compensation Adjustments: Any adjustment shall be a percentage of the total budget for salaries and shall be dispersed to each respective employee based on the summary evaluation rating of that employee's annual performance review. If an increase or decrease is recommended, it shall be based on the following formula:

Increase: Rating 1= Whole Increase
Rating 2 = 75%
Rating 3 = 25%
Rating 4 = 0 and may suggest possible termination

Decrease: Rating 1= No Decrease
Rating 2 = 25%
Rating 3 = 75%
Rating 4 = 100%

H. Clothing allowance and uniforms: Clothing and uniform allowances, if any, shall be set by the Town Manager, or by Police Department Policy as related to Police Department matters, and shall be within the adopted budget amount.

SECTION 9: HOURS OF WORK AND WORK WEEK

A. An eight hour work day, forty hour week, is basic for most Town departments. Hours in certain departments may be scheduled to meet operation requirements.

B. The standard work week begins at 12:01 a.m. Sunday and ends at midnight the following Saturday. The standard work period for the Fire and Police Department Public Safety Personnel is established by department policy and in compliance with the Fair Labor Standards Act.

C. A rest period of fifteen minutes will normally be provided during each half of an eight hour shift for all employees. Break times will be scheduled and monitored by the immediate supervisor.

D. Employees shall be in attendance at their work in accordance with the policy regarding hours of work, holidays, and leaves. All departments will keep daily attendance records of employees, which shall be reported to the Town Manager. Failure of an employee, absent without leave, to return to duty within 48 hours shall be cause for immediate discharge.

SECTION 10: OVERTIME COMPENSATION

- A. The provisions in this section apply to non-exempt employees only, as that term is defined in the Fair Labor Standards Act. Overtime shall be paid in accordance with the Fair Labor Standards Act.
- B. Overtime shall be paid to non-exempt employees after forty (40) hours worked in any week. Leave hours shall not be considered to be "hours worked" for purposes of determining overtime compensation.
- C. Work shall be organized so that overtime is avoided except in extreme or emergency conditions, and then should be kept to a minimum. All overtime shall receive prior approval of the Town Manager or Police Chief, as to Police Department employees, after consultation with the Town Manager to determine whether funding is available for the overtime.
- D. When an employee is required to work overtime, he will receive one and one-half hours of compensatory time off for each hour of overtime worked. Overtime pay instead of compensatory time may be granted at the discretion of the Town Manager or Police Chief. Compensatory time may not be accumulated beyond ninety (90) days after the pay period in which the overtime compensatory time was earned, without approval of the Town Manager or Police Chief. Overtime hours will be calculated in compliance with the Fair Labor Standards Act.
- E. Refusal to work overtime when required shall be grounds for disciplinary action.
- F. Police Officers shall comply with overtime compensation policies as established by departmental work periods in compliance with the Fair Labor Standards Act.

SECTION 11: LEAVE

A. Paid Time Off

- 1. Purpose. The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that can be used for such needs as vacation, personal or family illness, medical appointments, school, volunteerism, and other activities of the employee's choice.
- 2. Applicability. Regular full-time employees and employees of the municipal court will accrue PTO in accordance with this policy from its effective date forward. Paid Time Off will replace all vacation and sick time that was allotted under prior policies, except for hours accrued prior to January 1, 2014. (See paragraph 5, "Carryover of Accrued Leave Time," below.) Temporary employees and part time employees are not eligible to accrue PTO, except as specified herein.
- 3. General Provisions.
 - a. PTO is added to the employee's PTO bank when the bi-weekly paycheck is issued. PTO taken will be subtracted from the employee's accrued time bank.

- b. Eligibility to accrue PTO at the accrual rates specified in Sections 11 (A)(4) and 11 (A)(5) is contingent on the employee either working or utilizing paid leave for the entire bi-weekly pay period. In pay periods during which unpaid leave or short term or long term disability is taken, PTO will accrue at the rate of one hour for every 30 hours worked. For example, if an employee who typically works 80 hours in a pay period takes unpaid time off, but still works 15 hours in the pay period, the employee would receive 0.5 hours of PTO. Employees utilizing accrued PTO leave will continue to accrue PTO at the accrual rates specified in Sections 11 (A)(4) and 11 (A)(5) during their absence.
 - c. Town-recognized holidays that occur during an employee's PTO leave will not be counted against PTO leave.
4. Accrual of PTO hours – Regular full-time employees. Each regular full-time employee will accrue PTO bi-weekly in hourly increments according to the following schedule, based on a 40-hour work week:

After 60 full days of service: 88 working hours per year, earned at a rate of 1.69 hours for each full work week in a calendar year. For employees hired after July 1, 2017, this accrual shall begin at the inception of employment.

After two full years of service: 128 working hours per year, earned at a rate of 2.46 hours for each full work week in a calendar year.

After five full years of service: 192 working hours per year, earned at a rate of 3.69 hours for each full work week in a calendar year.

After ten full years of service: 220 working hours per year, earned at a rate of 4.23 hours for each full work week in a calendar year.

After fifteen full years of service: 250 working hours per year, earned at a rate of 4.81 hours for each full work week in a calendar year.

For regular full-time employees, a "full year of service" is 12 months of full-time service, calculated from the first day of full-time employment.

5. Accrual of PTO hours – Municipal Court employees. For the purposes of this section, the Town of Jerome acknowledges that employees of the municipal court work full time during the hours that the court offices are open. Each employee of the municipal court, other than employees working under separate contract, will accrue PTO bi-weekly in hourly increments according to the following schedule, based on a 24-hour work week:

After 60 full days of service: 53 working hours per year, earned at a rate of 1.02 hours for each full work week in a calendar year. In the event that an employee works more than 30 hours in any given week, additional PTO shall be accrued for that week at the rate of 0.033

hour for each hour worked above 30. For employees hired after July 1, 2017, this accrual shall begin at the inception of employment.

After two full years of service: 77 working hours per year, earned at a rate of 1.48 hours for each full work week in a calendar year.

After five full years of service: 115 working hours per year, earned at a rate of 2.21 hours for each full work week in a calendar year.

After ten full years of service: 132 working hours per year, earned at a rate of 2.54 hours for each full work week in a calendar year.

After fifteen full years of service: 150 working hours per year, earned at a rate of 2.88 hours for each full work week in a calendar year.

For municipal court employees, a "full year of service" is 12 months of service averaging 24 hours per week, calculated from the first day of employment.

6. Use of Paid Time Off

- a. Time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include company paid holidays, bereavement time off, required jury duty, family medical leave and military service leave.
- b. To take PTO requires advance approval by the employee's supervisor and the Town Manager, unless the PTO is used for legitimate, unexpected illness or emergencies, or scheduled medical and/or dental appointments.
- c. PTO leave for the Town Manager, other than PTO used for legitimate, unexpected illness or emergencies, or scheduled medical and/or dental appointments, must be approved by the Mayor and/or Vice Mayor.

7. Carryover of accrued leave time

- a. Any vacation leave and sick leave accrued prior to the effective date of this policy will carry over, in excess of the PTO policy, in accordance with the Town's policies as of the employee's hire date. Leave time taken will be charged first to any prior accrued balances.
- b. Each employee may carry over unused accrued PTO into a new calendar year. No employee may carry over more than 480 hours of PTO leave into the succeeding year. Any hours exceeding 480 will be paid out to the employee at the end of the calendar year at 60% of the employee's current rate of pay.

8. Leave without notice. Any employee who misses three consecutive days of work without notice to their supervisor may be considered to have voluntarily quit their job.

9. Donation of Paid Time Off. Donations of PTO from one employee to another will be permitted under the following conditions:

- Requests for donation of PTO must be made in writing on a form to be provided by the Town Manager.
- Donated hours may be used only for legitimate medical or other emergencies involving the employee or his/her immediate family, as determined by the Town Manager.
- Recipient must have utilized all of his/her available PTO.
- Donated hours are not subject to reimbursement by the Town.
- Donor may not donate more than 50% of his or her available PTO bank.
- Donated hours must be approved by the supervisors of both donor and recipient, and by the Town Manager.
- Donor must have a PTO balance exceeding 80 hours. Only PTO hours exceeding 80 will be available for donation.

10. Buyback by Town of unused PTO

- a. Employees may, at their option, receive reimbursement during December of any year for up to 50% of their accrued PTO, up to a maximum of 40 hours. Requests for same must be made in writing no later than November 1 of that year.
- b. At the end of employment with the Town, employees will be paid for 60% of the PTO remaining in their time bank, up to a maximum payout of 180 hours. If an employee who separates from the Town is re-hired within nine months of separation, and if at separation, the employee was paid for less than 40 hours of the PTO remaining their time bank, the employee shall have reinstated the difference between the hours paid and (a) 40 hours or (b) the amount of leave in the employee's PTO time bank at the time of separation, whichever is less. For example, if, at the time of separation, an employee had 60 hours of PTO in her or his time bank, the employee would have been paid for 36 hours of PTO upon separation. If the employee is reinstated within nine months of separation, four hours of PTO would be reinstated to the employee's time bank. As another example, if, at the time of separation, an employee had 24 hours of PTO in her or his time bank, the employee would have been paid for 14.4 hours upon separation. If the employee is reinstated within nine months of separation, 9.6 hours of PTO would be reinstated to the employee's time bank.

- c. If an employee has used PTO time not yet accrued, and employment terminates, the PTO taken will be deducted from the employee's final paycheck.

B. Workmen's Compensation

Employees are covered by the Town under the Arizona State Workmen's Compensation Act against most injuries and illnesses occurring in the course of Town employment. The law provides for payment of medical expenses and under certain circumstances, compensation for loss of income. To establish entitlement, it is mandatory that every job related injury or illness, regardless of the severity, be immediately reported to the employee's supervisor and a written report prepared and submitted to the Town Manager. Workmen's Compensation benefits, except for payment of medical expenses, shall not be paid for the first seven (7) days after injury or illness. If the disability extends beyond the seven-day period, Workmen's Compensation benefits shall begin on the eighth day. If this continues beyond the thirteenth day, Workmen's Compensation benefits shall be computed and made retroactive to the date of injury or illness. These are standards set by State law, and may be modified from time to time.

C. Military Leave

Military leave shall be granted in accordance with the provisions of State and Federal law. All employees entitled to military leave shall give their supervisors an opportunity, within the limits of military regulation, to determine whether such leave shall be taken.

D. Leave of Absence without Pay

The Town Manager may grant any employee a leave of absence without pay for not more than three months. Failure of an employee on leave to report promptly upon expiration of leave shall be cause for discharge. No PTO benefits will accrue during periods of leave without pay. The employee may, at his or her expense, maintain insurance benefits during a period of approved leave without pay.

E. Jury Leave

Every employee of the Town who is called or required to serve as a juror shall be entitled to be absent from his duties with the Town during the period of such service or while necessarily being present in court as a result of such call.

1. Jury leave covers only time spent while actually engaged on jury duty and no provision is made or intended to cover payment of lost time outside of jury hours.
2. Each employee is expected to report daily to work before and after jury service when possible, in order to give as much attention as possible to his regular duties.
3. All pay received by an employee for serving on jury duty will be deposited with the Town Manager. The employee will receive regular pay from the Town. Reimbursement for mileage by the Court need not be reported to the Town. The employee will thus receive his/her regular rate of pay. This procedure prevents payment from two public bodies for the same amount of time in the public service.

F. Administrative Leave. Administrative leave is a privilege, granted solely at the discretion of the Town Manager. Approval or denial of a request for such leave is not subject to appeal. Administrative leave shall be permitted for the following:

1. Appearance in court as a witness in the employee's own defense.
2. Attendance at an authorized instruction directly related to the employee's duties.
3. Other work-related purposes, at the sole discretion of the Town Manager.

G. Bereavement Leave

1. Following the death of an immediate family member, a regular, provisional or trial employee may be granted bereavement leave. Immediate family shall be defined to include mother, father, mother-in-law, father-in-law, spouse, domestic partner, civil union partner (as based on the State of Celebration), child, stepchild, grandchild, grandparent, niece, nephew, aunt or uncle.
2. Bereavement leave may be granted by the Town Manager for up to three days for in-state funerals, and up to five days for out-of-state funerals. In the event of the death of a spouse, domestic partner, civil union partner (as based on the State of Celebration), child or stepchild, up to five days of leave shall be granted for in-state funerals, and up to seven days for out-of-state funerals.

H. Maternity/paternity Leave. Maternity/paternity leave with pay shall be granted to all regular full-time employees immediately following the birth or adoption of a child. Maternity/paternity leave with pay shall not be granted to regular part-time, provisional, temporary, and emergency employees. Maternity/paternity leave is not a form of additional vacation leave. Maternity/paternity leave for eligible employees is available only to employees who have completed at least one year of full-time employment with the Town, exclusive of the trial period. Maternity/paternity leave with pay is limited to a period of two weeks. At the request of the employee, and with the consent of the Town Manager, an additional ten weeks of unpaid leave may be granted. Accrued vacation and/or PTO leave may be used for maternity/paternity leave. In order to receive compensation while on maternity leave, the employee shall notify the Town Manager as soon as possible prior to beginning the leave period.

I. Family Medical Leave (Federal). Under the Federal Family Medical Leave Act (FMLA), eligible employees of the Town of Jerome may take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

1. Eligibility

An employee who has worked for the Town of Jerome for at least twelve (12) months (whether or not consecutive) and for at least 1,250 hours during the previous twelve (12) months is entitled to take Family Medical Leave under the circumstances described herein.

2. Length and Purpose of Leave

Eligible employees may take Family Medical Leave as follows:

- a. Up to twelve workweeks of leave during a forward looking 12-month period for:
 - the birth of a child and to care for the newborn child within one year of birth;
 - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - to care for the employee's spouse, child, or parent who has a serious health condition;
 - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
- b. Up to twenty-six work weeks of leave during a forward looking 12-month period to care for a covered military service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin.

The most common serious health conditions that qualify for FMLA leave are:

- Conditions requiring an overnight stay in a hospital or other medical care facility;
- Conditions that incapacitate the employee or the employee's family member for more than three consecutive days and require ongoing medical treatment;
- Chronic conditions that cause occasional periods when the employee or the employee's family member are incapacitated and require treatment by a health care provider at least twice a year; and
- Pregnancy (including prenatal medical appointments, incapacity due to morning sickness, and medically required bed rest).

A "forward looking 12-month period" is defined by the Town of Jerome to be the 12-month period going forward from the first day of any Family Medical Leave used by an employee.

Family Medical Leave need not be taken all at one time. It may be taken on an intermittent basis or used to reduce your work schedule during the period of the serious illness, if there is a medical need for such leave and that need can best be accommodated through an intermittent or reduced leave schedule. An employee needing intermittent Family Medical Leave or a reduced schedule must attempt to schedule the Leave so as not to disrupt the operations of the Town of Jerome. The Town of Jerome may assign the employee to an

alternative position with equivalent pay and benefits that better accommodates the employee's intermittent leave or reduced schedule.

3. Payment for Family Medical Leave (FMLA). Family Medical Leave will be unpaid unless the employee chooses to use accrued paid vacation time, sick leave and / or paid time off (PTO). Employees have the right to use any amount of accrued, unused paid leave for any part of the 12-week period. However, accrued paid leave may not be used to extend FMLA Leave. FMLA Leave will run concurrently with absences from work covered by workers' compensation and disability plans.
4. Notices. Employees are required to give reasonable notice of the need to take FMLA Leave to the Town of Jerome when it is foreseeable. "Reasonable notice" means notice that is given as soon as is practicable. If the necessity for Family Medical Leave is based on planned medical treatment, the employee must provide at least thirty (30) days' notice and make a reasonable effort to schedule the treatment so as to not unduly disrupt the Town's operations, subject to the approval of the health care provider.
5. Certifications.
 - a. The Town of Jerome requires that any Family Medical Leave request that is based on the serious illness of an employee or family member, or that is for an intermittent or reduced schedule, be supported by the certification of a health care provider on the form provided by the Town of Jerome for that purpose. Copies of the Certification of Health Care Provider form are available from the finance department. A re-certification of the need for leave will be required every thirty (30) days or at the end of the predicted minimum period of absence (whichever is later) in order to establish the continuing need for Family Medical Leave.
 - b. Any employee returning to work following Family Medical Leave taken due to the employee's serious illness must first present certification from his or her health care provider indicating that he or she is able to return to work.
6. Updates While On Leave. Any employee on Family Medical Leave must report to the Town of Jerome periodically, but at least once per month, regarding his/her status and intent to return to work. Additionally, an employee must notify the Town of Jerome as soon as possible when he/she is able to return to work so that the organization may make the appropriate arrangements to reinstate the employee.
7. Return from Leave. Upon returning from leave, an employee will be returned to his/her previous position, or a comparable position with equal pay, benefits, seniority, and other terms and conditions of employment, and will be credited for benefits and other terms and conditions of employment during the time they were on Family Medical Leave, unless one of the following exceptions applies.

- If, during the period of Family Medical Leave, the Town of Jerome would have ended the employee's employment or the employee would have been laid off for reasons unrelated to the leave, the Town of Jerome will not reinstate the employee to his/her previous position.
- If the employee performed unique services and hiring a permanent replacement during the leave was necessary to prevent substantial and grievous economic injury to the Town of Jerome, the Town will notify the employee of the Town of Jerome's intent not to reinstate him/her after the expiration of his/her Family Medical Leave.

J. Sick Leave.

1. All employees not eligible for Paid Time Off (PTO) shall earn sick leave at the rate of one hour accrued for every 30 hours worked, up to a maximum of 40 hours per year, beginning July 1, 2017 or at the inception of employment, whichever is later.
2. Sick leave may be used as soon as it is accrued. Any accrued, unused sick leave, up to 40 hours at the end of a calendar year, shall be rolled over to the following year; however, employees not eligible for PTO may use only 40 hours of sick leave per year.
3. A request to use earned paid sick leave may be made orally, in writing, by electronic means, or by any other means acceptable to the employer. When possible, the request to use earned paid sick time must include the expected duration of the absence. When foreseeable, an employee must make a good faith effort to provide notice of the need to use earned paid sick leave in advance and should schedule the leave in a manner that does not unduly disrupt the employer's operations.
4. Sick leave shall be used for any reason permitted under Arizona's paid sick time laws, including:
 - a. The employee's own physical or mental illness;
 - b. Care for the employee's family member who has a physical or mental illness;
 - c. A public health emergency;
 - d. Absence due to domestic violence, sexual violence, or stalking of the employee or the employee's family member.
5. The Town Manager may, after three (3) or more consecutive work days of paid sick leave used, require reasonable documentation from the employee that the earned paid sick time was used for purposes permitted by Arizona's earned paid sick time laws.
6. Misuse of sick leave is cause for disciplinary action.

7. Unused sick leave is not subject to buyback by the Town and will not be compensated at the end of employment.
8. Any employee who separates employment with the Town, and is re-hired within nine months of separation, shall have any unused, accrued sick time reinstated, up to a maximum of 40 hours.
9. Employees earning Paid Time Off (PTO) are not eligible to accrue sick leave in addition to PTO, as sick leave is accounted for in PTO.

SECTION 12: HOLIDAYS

- A. All full-time and regularly scheduled part-time personnel are given the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	January
President's Day	February
Memorial Day	May
Juneteenth*	June 19
Independence Day	July 4
Labor Day	September
Veteran's Day	November
Thanksgiving Day	November
Day after Thanksgiving	November
Christmas Day	December 25

** Approved by Council on 5/10/22*

- B. When a holiday falls on a Saturday, the preceding workday shall be observed. When a holiday falls on a Sunday, the following Monday shall be observed. For employees working Monday thru Thursday, when a holiday falls on a Friday, it will be considered a "floating holiday" and may be taken on any day selected by the employee, subject to approval by the Town Manager.

- C. Police Department or other emergency personnel may be required to be on duty on holidays as set forth in the Police Department Policies and Procedures Manual.

- D. If a holiday occurs while on Paid Time Off, the day will be paid as a holiday and not as PTO.

- E. Holiday pay is computed and paid on the employee's typical scheduled work day. An employee's typical scheduled work day will be determined as of the effective date of this policy, or at the time of hiring, whichever is later, and will be recalculated if the employee's scheduled hours change.

- F. Additional holidays may be declared from time to time by the Town Council.

SECTION 13: DISCIPLINE

A. Council-appointed employees: The following employees shall serve at the pleasure and at the will of the Town Council and may be disciplined or removed at any time by the Town Council, with or without cause, without a statement of reasons, and without right of appeal or grievance. However, at the request of the employee, a statement of reasons for dismissal, if any, will be provided.

1. Chief of Police
2. The Town Clerk
3. The Town Manager
4. Such other positions as the Town Council shall designate from time to time.

B. Disciplinary action taken for violations of these Personnel Policies may result in rejection of a personnel application and/or adverse personnel action, as defined in Section 4, above. Every allegation of misconduct and alleged violation of these Policies shall be investigated.

C. Grounds for adverse personnel actions include, but are not necessarily limited to, the following:

1. Falsification of application for employment;
2. Unauthorized absenteeism;
3. Unauthorized tardiness;
4. Malingering;
5. Insubordination;
6. Conviction of crime involving moral turpitude;
7. Incompetence;
8. Participating in prohibited political activities;
9. Discrimination or failure to abide by Equal Employment Opportunity regulation;
10. Any action, on or off the job, bringing discredit to the Town;
11. Drug and/or alcohol abuse;
12. Violation of any sections of these regulations, Town ordinances or State or Federal law;
13. Negligence;
14. Two written reprimands or other disciplinary actions in twelve (12) consecutive months;
15. Other reasons deemed valid by Town officials;
16. Sexual harassment;
17. Such other act, error, or omission detrimental to the mission of the Town;
18. Discourtesy to another employee or member of the public;
19. Gambling, drinking intoxicating liquor or beer, or taking non-prescription illegal drugs, and disorderly conduct of any kind are forbidden during working hours and breaks;
20. Theft, destruction, or abuse of Town property or money; or
21. Violation of Police Department policy or procedure by a police officer.

NOTHING IN THIS PARAGRAPH C IS INTENDED TO OR DOES MODIFY THE "AT- WILL" EMPLOYMENT RELATIONSHIP DESCRIBED IN SECTION 1, PARAGRAPH B OR SECTION 6, PARAGRAPH A. THE TOWN MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME FOR ANY REASON.

D. Procedure. A typical progressive sequence of disciplinary actions which may, but is not required to, be used by the Town may include the following:

1. Counseling.

Counseling in a broad sense includes any informal discussion with an employee designed to assist him to fully develop his skills and abilities. Usually, the Department Head counsels the employee. The discussion may clarify standards, evaluate the employee's strengths and weaknesses, seek information, or solve problems. When there is a discipline problem, counseling is usually the first action taken to assist the employee in clarifying and remedying the problem. Ideally, counseling will resolve the problem early and avoid the need to escalate the punitive approach. When it becomes necessary to use this first approach in the disciplinary process, documentation of the counseling shall be entered into the employee's personnel record.

2. Oral Reprimand.

The oral reprimand should not become part of the employee's personnel file unless subsequent action is necessary. The Department Head may document the oral reprimand in his own records.

3. Written Reprimand.

The content of the written reprimand is essentially the same as the oral reprimand. The written reprimand shall describe the unacceptable conduct or performance and the rule, policy or contract provision violated. The employee shall be advised in writing of the consequences of failing to improve his performance or behavior. A copy of the written reprimand shall be placed in the employee's personnel file.

4. Suspension.

- a. Suspension with Pay: An employee may be suspended with pay by a Department Head for no more than one day without the approval of the Town Manager. Suspensions with pay lasting longer than one day must be approved by the Town Manager. On the employee's return to work, a written reprimand documenting the suspension and the reasons for it shall be placed in the employee's personnel file.
- b. Suspension without Pay: An employee may be suspended without pay only with the approval of the Department Head and the Town Manager. If the employee returns to work, a written reprimand documenting the suspension and the reasons for it shall be placed in the employee's personnel file. If the employee does not return to work, the circumstances under which the employee was placed on suspension without pay shall be recorded and placed in the employee's personnel file.

5. Demotion.

An employee may be demoted in grade or classification to a lesser position and/or lower rate of pay by the Town Manager.

E. Documentation. All disciplinary action except an oral reprimand requires documentation in writing. Such documentation will be placed in the employee's personnel file. Prior to the effective date of demotion or suspension without pay, a pre-disciplinary conference must be held between the employee and the Department Head and Town Manager, or, in the case of a Council-appointed employee, the Town Manager and Town Council. In all cases, the employee shall be advised of the basis for discipline and given an opportunity to rebut.

SECTION 15: APPEAL PROCEDURE

A. Applicability. This appeals procedure applies to regular employees, including Council-appointed employees. Only adverse personnel actions may be appealed.

B. Formal Appeal Procedure. The Town considers the fair and impartial treatment of all employees essential to organizational effectiveness. An employee may file a written grievance with his Department Head within seven (7) working days of an occurrence giving rise to the complaint. The Department Head shall render a written decision regarding the grievance within five (5) working days of receiving the grievance, unless the employee and the Department Head agree on a longer time or unless the investigation requires more time, in which case the decision shall be made as soon as practicable. In most cases the Department Head will be able to handle the problem. If the Department Head is not able to resolve the problem within five (5) working days, or it has been resolved in a way the employee finds unsatisfactory, the employee may appeal the matter to the Town Manager. Such appeal shall be in writing and filed with the Town Manager within five (5) working days of the written decision of the Department Head. The Town Manager shall render a written decision within five (5) working days of receiving the grievance, unless the employee and the Town Manager agree on a longer time or unless investigation of the grievance requires more time, in which case the decision shall be made as soon as practicable. The Town Manager has the final authority over all employee complaints.

C. Informal Settlement. Nothing contained in this policy shall be construed as limiting the right of an employee to discuss the matter informally with his immediate supervisor and having the matter informally settled. In the event that the matter is settled without a formal determination, the settlement shall not create a precedent for the Town.

D. Freedom from Reprisal. Employees shall be assured freedom from reprisal for using the grievance procedures except for repeated, clearly frivolous complaints.

E. NO MODIFICATION OF AT-WILL EMPLOYMENT RELATIONSHIP: NOTHING IN THESE APPEAL PROCEDURES SHALL BE INTERPRETED TO MODIFY THE AT-WILL EMPLOYMENT RELATIONSHIP CREATED IN SECTION 1, PARAGRAPH B OR SECTION 6, PARAGRAPH A.

SECTION 16: SEPARATION FROM TOWN EMPLOYMENT

A. Voluntary Termination. An employee terminating employment voluntarily, in order to terminate in good standing, is expected to give the Town advance notice of two weeks. The Town, in turn, will provide equal notice in writing when an employee is terminated as a result of a reduction in force.

B. Reduction in Force.

1. Selection of an employee for a reduction in force, resulting in separation from Town employment, shall be based upon the Town's needs and shall not be based upon the employee's age, race, color, disability, national origin, sex, or religion.
2. An employee whose separation from Town employment is the result of a reduction in force shall not be considered to have voluntarily terminated his employment. The employee may apply for other positions with the Town in accordance with the procedures outlined in Section 5 of these Personnel Policies.
3. In the case of a reduction in force, if advance notice by the Town cannot be given, the employee's pay shall be given in lieu of notice.
4. Employees on layoff status, rehired within six months, will be reinstated with no reduction of longevity benefits.

C. Retirement. Retirement of an employee is considered to be a voluntary termination by the employee.

D. Exit Interview. All terminating full-time employees shall be referred to the Town Manager or his designee for an exit interview. The purpose of the exit interview is to:

1. Document the circumstances of termination for unemployment compensation claims files;
2. Obtain the individual's suggestions concerning Towns operations and policies;
3. Assist departments in severing relationships with terminating staff members on an amicable basis; and
4. Explain all rights, privileges, and benefits of a continuing nature.

SECTION 17: TRANSFER AND RECLASSIFICATION

A. Salary increases may be given to an individual transferred between departments only when the person is promoted to a job with a higher job classification or grade level. No salary increase will be given when transferring to a position with the same classification or grade level.

B. The department accepting the services of the transferred employee assumes the responsibility for benefits earned through longevity, i.e., vacation, and sick leave.

C. A reclassified employee is subject to a six month trial period in the new position. If the individual is transferred to a position with the same job classification, a trial period is not necessary.

D. Should an employee be transferred involuntarily to a position with a lower salary, he may avail himself of the appeal procedure outlined in Section 15 of these Personnel Policies.

SECTION 18: INSURANCE BENEFITS

All insurance benefits are subject to change at any time. If a benefit is changed, the Town Manager will provide employees advance notice to the greatest extent reasonably practicable.

A. Hospitalization Insurance

All regular full time employees and their dependents are eligible for paid coverage under the Town's group insurance program as outlined in the Town's plan document, after completion of the trial period. All regular full-time employees shall participate in this program but may elect not to include their dependents in this program. Copies of coverage and other information are available at the Town Hall. It shall be mandatory for all employees covered by the Town health insurance plan to participate in any preventive health exams conducted by the Town.

Any employee may choose to opt out of medical benefits, dental benefits or both. Proof of other coverage is required in order for the employee to opt out of medical benefits. A flat rate stipend for those opting out will be provided at the rate of 50 percent of the average of the Town's cost for single and single + spouse coverage. The stipend will be included in the biweekly paycheck along with other pay but will not constitute part of the employee's pay rate for overtime or percentage increases. *(Approved by Council on 6/25/19)*

B. Workmen's Compensation Insurance

All Town employees are covered at no cost to the employee. Workmen's Compensation provides medical and hospitalization expense benefits, as well as partial payments in lieu of salary for most workers injured on the job.

SECTION 19: POSITION EVALUATION

A. It is the purpose of this policy to establish and outline the position evaluation program as a supplement to wage and salary administration.

B. Policy:

1. Position evaluation is utilized to determine the responsibilities, duties, and skills, etc., of each job position. Each position shall be given a classification and grade level and a flow chart shall be developed.
2. The Town Manager shall administer the position evaluation program.

3. For each job position, a minimum starting salary and maximum salary progression shall be established.
4. Salary ranges shall be based upon and relate to the responsibility level and duties of a position, and not to any individual occupying the position. Adjustments for individual salaries within the range for a particular position may be made for individuals based upon such factors as experience, training, knowledge related to the position, performance, diligence, work ethic and attitude. An employee's progression within a salary range will be based on individual merit and not just the passage of time alone. Regular full-time and part-time employees may be eligible for merit pay increases at the discretion of the Town Manager.
5. When it is necessary to add a new position in a department, the department head should notify the Town Manager and assist the Town Manager in developing a job description, classification, level, and salary range for the new position. Recruitment for a new position shall not begin until such evaluation is completed.
6. If the salary range for a new position is not within the adopted budget, approval for the new position must be granted by the Town Council.

SECTION 20: SAFETY AND OSHA

A. It is the purpose of this Policy to outline the Town's policy on safety and the Occupational Safety and Health Act.

B. Policy

1. Safety

Employees are responsible for the safety and protection of themselves and fellow workers and shall perform their duties safely and carefully. Employees will report immediately to the Department Head and/or Town Manager equipment needing repair, any area needing lighting, or any condition of the Town which is likely to cause an accident. Should an employee have an accident, it shall be reported to the Town Manager.

2. Department Heads shall be responsible for on-site safety and shall:

- a. Make available all necessary personal protective equipment, job safety materials, and first aid equipment within budget limitations; and
- b. Instruct supervisors and employees that they are not to require or permit employees to take chances, but rather, that all employees shall be instructed in proper and safe procedures; and

- c. Review all accidents and near accidents with the immediate supervisor or, if there is none, directly with the employee, file full reports with the appropriate agencies, and see that corrective action is taken immediately; and
 - d. Make copies of federal and state regulations available to employees; and
 - e. Remain familiar with the laws pertaining to safety and their basic requirements.
- 3. All employees shall:
 - a. Work according to good safety practices as posted, instructed, and discussed; and
 - b. Refrain from any unnecessary unsafe act that might endanger the employee or others; and
 - c. Use all safety devices provided for protection; and
 - d. Report any unsafe situation or act to the supervisor immediately.

4. Town Vehicles

Town vehicles are furnished for official Town business and may not be used for purposes other than that prescribed unless approval is obtained from the Town Manager prior to such use. Misuse of a Town vehicle is considered to be a serious offense and shall be sufficient cause for disciplinary action.

Any employee involved in a motor vehicle accident while driving a Town vehicle shall adhere to the following procedures:

- a. Obtain pertinent data from all other parties involved, including name, address, license number, and insurance information; and
- b. Notify the immediate supervisor and police department; and
- c. Refrain from moving the vehicle until instructed to do so by the police officer attending the accident.

SECTION 21: ACCIDENT REPORTING PROCEDURES

- A. Every accident involving Town personnel or equipment shall be reported to the relevant Department Head or Town Manager as soon as practicable.
- B. The Department Head shall report every accident to the Town Manager or his designee within twelve (12) hours.
- C. Any accident in which an employee requires medical attention shall be reported to the Department Head and/or Town Manager or his designee as soon as practicable.

D. The Town Manager shall insure that all required forms are complete and submitted.

E. Every injury or accident involving damage to Town equipment, vehicles, buildings, or personnel, shall be investigated by the Police Department.

F. The Police Department shall handle investigations involving Town equipment, vehicles, buildings, and/or personnel according to standard operating policies and procedures. A written report shall be submitted to the Town Manager within seven (7) working days.

G. Any accident after normal working hours shall be reported the morning of the next working day to the Town Manager, unless circumstances require earlier notification.

H. Any serious injury or accident involving damage to Town equipment, vehicles, buildings, or any personnel, occurring after normal working hours or weekends, shall be reported as soon as practicable to the Town Manager.

SECTION 22: CONTINUING EDUCATION

A. It is the policy of the Town to encourage each employee to continue with his or her education.

B. Approval of specific courses or curriculum may be granted in advance by the Town Manager after written justification is presented to the Town Manager. All continuing education paid for by the Town shall be job-related or shall enhance the employee's job-related skills and/or knowledge.

C. Upon successful completion of such course work, the Town shall reimburse the employee the costs of the tuition and books. Successful completion will be defined as a letter grade of "C" or better, or "B" or better for graduate students. In courses where no letter grade is given, a report of successful completion signed by the instructor or an official of the institution must be obtained.

SECTION 23: SCHOOLS AND TRAINING

A. On-the-job training will be provided by the supervisor and Department Head of the department to which the employee is assigned. Schools and training courses that are mandatory for a particular job will be paid for by the Town, including reasonable associated costs.

B. Special courses that are related to an employee's work and deemed to be of benefit to the employee and the Town will be paid by the Town upon completion of such course. All such schooling shall be approved by the Department Head and Town Manager prior to the employee beginning the course. Special schools and training will be provided for out of the budget of the requesting department.

SECTION 24: CONVENTIONS, SEMINARS, AND TRAVEL

Leave will be granted by the Town Manager for attendance at conventions, seminars, and special training courses that relate to an employee's job and work. With respect to the Town Manager's

attendance at conventions, seminars, and training or educational courses related to his position, the Town Manager shall first obtain Town Council approval.

SECTION 25: PROFESSIONAL ORGANIZATIONS

In certain instances, employees may find it to be in the Town's best interest to join a professional and/or technical organization to increase employee knowledge and awareness of issues facing the Town and to establish contacts with other professionals in the field. If the Town Manager determines such membership to be of benefit to the Town, the Town Manager may authorize payment by the Town to pay the membership dues for the Town or an employee.

SECTION 26: CHARITIES, DONATIONS, SOLICITATION, AND ADVERTISING

Employees are encouraged to donate to the charities of their choice. Employees shall not, during working hours or on Town property, solicit other employees for donations to charities or sales of any kind, nor shall employees use Town facilities, offices or equipment to post notices, advertising, or display merchandise for sale to other employees or the public, unless permission to do so has been requested in writing and approved by the Town Manager.

SECTION 27: ACCESS TO PERSONNEL RECORDS

A. Originals of all official personnel records will be maintained in the official personnel file of each Town employee. The Town will take all necessary steps to maintain the confidentiality of personnel records as specified in this policy.

B. Duplicate files may also be maintained in an employee's department; however, the records contained in duplicate files are subject to all access restrictions specified in this policy. In no case will operating departments maintain official personnel records, as set forth in this policy, that have not been made part of the employee's Official Personnel File in the Personnel Department.

C. There are three types of files within the employee's Official Personnel File, with three distinct access permissions: the Basic File, the Confidential File, and the Medical File.

D. The Basic File:

1. Contains basic employee information, including:

- a. Name of employee.
- b. Job title(s) and date(s), current and previous.
- c. Employment dates (start and end).
- d. Salary ranges or grades.
- e. Name(s) of supervisor(s).
- f. Completed awards, commendations and disciplinary actions.

2. Access to the Basic File is allowed as follows:

- a. Information contained in the employee's Basic File will be provided without restriction to any person who requests the information pursuant to the Arizona Public Records Law.
- b. In some cases confidential information may be listed on the same document as basic information. In such cases, information not specifically noted above will be redacted from the document before it is released.

E. The Confidential File is a separate section of the Basic File.

1. It contains confidential employee information, including:

- a. Personal employee information (e.g., address and phone number).
- b. Performance reviews and progress reports.
- c. Allegations made against an employee which are either under investigation or which, after investigation, have been dismissed or dropped.

2. Access to the Confidential File is as follows:

- a. The contents of an employee's Confidential Files may be reviewed by the Town Manager, the Town Attorney, department heads and supervisors who directly or indirectly supervise the employee.
- b. Supervisors considering an employee for transfer or promotion may likewise review the employee's Confidential File.
- c. An employee's file may be reviewed by any individual who has written authorization from the employee to do so.
- d. No other person is authorized to review and/or receive copies of documents contained in the employee's Confidential File.

F. The Medical File: Medical information relating to an employee must be maintained separately from the Basic File and Confidential File.

1. Medical information includes, but is not limited to:

- a. Results of pre-employment physical examinations;
- b. Results of independent medical examinations performed for worker's compensation eligibility; and
- c. Results of fitness for duty medical examinations.

2. Access to the Medical File is restricted to the Town Manager and/or Town supervisors who have a reasonable "need-to-know," as may be determined by the Town Manager in consultation with the Town Attorney.
 - a. No access to medical file records shall be provided without the authorization by the Town Manager or his designee.
 - b. Except for work status reports provided by an employee's physician or health care provider to justify a request for work modification or employee absence, no departments shall maintain duplicate departmental medical records on employees.

G. Employee Access to Employee's Own Personnel File: An employee has a right to inspect his own personnel file upon request and under the supervision of the Town Manager or his designee. This right includes the ability to receive copies of any of the items included in the employee's Basic File, Confidential File, and/or Medical File. This right to inspect expires two weeks following termination. If an employee desires to provide his attorney or a prospective employer with a copy of documents contained in his Confidential File or Medical File, he shall request a personal copy and provide the information to these outside parties himself. A reasonable copying fee may be charged for such copies.

H. Unrestricted access to the Basic File and Confidential File will be provided to representatives of law enforcement or judicial agencies in response to court orders, subpoenas, and/or official law enforcement investigations. Information contained in an employee's Medical File is subject to release in response to a court order, subpoena or official law enforcement investigation only upon authorization by the Town Manager or his designee, or by the Town Attorney.

I. The Town Manager or his designee may disclose individual employee payroll history information to lenders, provided the request is submitted in writing. Payroll history information will only be provided to creditors when accompanied by a written request from the employee. Payroll history will be provided to judicial, regulatory or law enforcement agencies in accordance with specific court orders, subpoenas, and/or regulatory or law enforcement investigations.

J. In the event that an employee disagrees with a determination to release or not to release records, the employee may utilize the procedures set forth in Section 15, Appeal Procedure, subsection B, Formal Appeal Procedure of these Personnel Policies.

SECTION 28: ANTI-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES AND REASONABLE ACCOMMODATION PROCEDURES FOR DISABILITIES

A. Policy:

1. It is the policy of the Town to abide by the provisions of the Rehabilitation Act of 1973, the Americans with Disabilities Act and the state and federal anti-discrimination laws. These laws prohibit discrimination against every qualified individual with a disability in hiring, compensation, training, advancement, and the terms, conditions and privileges of

employment because of his disability, and require that employers provide reasonable accommodation for disabled employees and applicants.

2. It is the policy of the Town to hire, compensate, train, promote and provide regular employment benefits to qualified individuals, who can, with or without reasonable accommodation, perform the essential functions of the job. It is also the policy of the Town to provide reasonable accommodation to qualified individuals with a disability in accordance with the guidelines set forth in the Americans with Disabilities Act, and to protect employees and applicants from being denied a job, a promotion, or other employment advantage specifically because of their relationship or association with a disabled individual.

B. This policy covers qualified employees and applicants with a disability. A *qualified individual with a disability* is a person who meets the qualification standards of a job and can satisfactorily perform its essential functions with or without reasonable accommodation, and who:

1. Has been diagnosed with a non-temporary physical or mental disability which substantially limits one or more major life activities;
2. Has a known record of such impairment; or
3. Is regarded as having such impairment.

C. This policy does not protect employees or applicants who are currently engaged in the illegal use of drugs or in on-the-job substance abuse of any kind. Likewise, this policy does not protect disabled employees from the consistent application of discipline for unsatisfactory performance or behavior.

D. The Town will attempt to provide reasonable accommodation to any individual with a disability. A reasonable accommodation is one which is consistent with business necessity, does not impose an undue hardship on the Town (i.e., significant difficulty, service deterioration, expense, or fundamental alteration in the nature of the service, program or activity), and does not pose a direct threat to the employee or others with whom the employee regularly comes in contact.

E. If an employee identifies himself as having been diagnosed with a disability for which accommodation is necessary for him to perform the essential functions of the job, the following steps shall be taken:

1. To the extent possible, the employee shall fully inform the Town Manager or her designee of his disability and accommodation needs, and shall submit documentation from his physician or health care provider to substantiate the work restrictions or limitations imposed by the disability. All medical documentation shall be submitted to and maintained by the Town Manager.
2. The Town Manager or her designee shall make a determination regarding the employee's status as a qualified individual with a disability and what, if any, accommodation can reasonably be made. The Town's designated physician, in consultation with the employee's

health care practitioner, shall conduct an independent medical evaluation as necessary to guide this determination.

3. The Town Manager or her designee shall communicate to the employee what accommodation has been determined to be reasonable, and shall include documentation of the accommodation offer in the employee's personnel file.
4. Periodic documentation (from the employee's health care provider) of the continued need for accommodation shall be a condition of continued accommodation and shall be provided by the employee upon request.
5. If the employee is dissatisfied with the accommodation decision, he or she may use the appeal process outlined in Section 15, Appeal Procedure, subsection B, Formal Appeal Procedure, in these Personnel Policies to appeal the accommodation decision to the Town Manager.

SECTION 29: ETHICS POLICY

A. It is the policy of the Town that all Town activities shall be in compliance with applicable federal, state and local laws and regulations. Employees are required, as a condition of employment, to comply with applicable laws and cooperate with all federal, state and local jurisdictions to enforce such laws and regulations.

B. Each employee and new employee, prior to commencing service with the Town, shall submit to his supervisor or the Town Manager a written report of any incident or activity of which he is aware or becomes aware which he believes may violate any federal, state or local law or regulation. The supervisor shall immediately transmit any such report to the Town Manager. Upon receiving such report, the Town Manager shall immediately investigate the report and, if it appears there is a violation of federal, state or local law or regulation, take steps to cure such violation and, if appropriate, notify the relevant law enforcement agency. Failure of an employee to immediately report any such incident or activity may result in termination of employment.

SECTION 30: WORKPLACE HARASSMENT

A. The purpose of this policy is to provide all employees of the Town, male and female, with an environment that encourages efficient, productive and creative work, and which is free of discrimination, including all forms of harassment based upon race, color, religion, age, sex, national origin or handicap. This policy defines harassment, provides procedures for the investigation of harassment claims, and ensures that violations are remedied fully.

B. This policy applies to all employees (including temporary and emergency employees).

C. Definitions:

1. "Harassment" is unwanted attention of a persistent or offensive nature made by a person who knows, or reasonably should know, that such attention is unwanted.

Harassment may be physical and/or psychological in nature. An aggregation of a series of incidents may constitute harassment even if one of the incidents considered alone would not be harassment.

2. "Sexual Harassment" includes sexually-oriented conduct that is sufficiently pervasive or severe to unreasonably interfere with an employee's job performance or create an intimidating, hostile, or offensive working environment. While sexual harassment encompasses a wide range of conduct, some examples of specifically prohibited conduct include:

- a. Promising, directly or indirectly, an employee a reward, if the employee complies with a sexually oriented request;
- b. Threatening, directly or indirectly, to retaliate against an employee, if the employee refuses to comply with a sexually oriented request;
- c. Denying, directly or indirectly, an employee an employment-related opportunity, if the employee refuses to comply with a sexually oriented request;
- d. Engaging in sexually suggestive physical contact or touching another employee in a way that is unwelcome;
- e. Displaying, storing, or transmitting pornographic or sexually-oriented materials using the Town's equipment or facilities;
- f. Engaging in indecent exposure; or
- g. Making sexual or romantic advances toward an employee and persisting despite the employee's rejection of the advances.

Sexual harassment may involve males or females being harassed by members of either gender. Although sexual harassment typically involves a person in a greater position of authority as the harasser, individuals in positions of lesser or equal authority also may be found responsible for engaging in prohibited harassment. Third parties, such as customers or suppliers, may also be involved in sexual harassment of a Town employee.

D. Non-Harassment Policy

1. The Town will not tolerate discrimination or verbal or physical conduct by any person, employee or non-employee, male or female, which harasses, disrupts, or interferes with another person's work performance or which creates an intimidating, offensive, or hostile environment. No employee shall either explicitly or implicitly ridicule, mock, deride, or belittle any other person.
2. Each employee has a responsibility to maintain an environment that is free of discrimination and harassment whether by himself, another employee or a non-employee.

3. Employees are prohibited from harassing other employees whether or not the incident of harassment occurs on the Town's premises and whether or not the incident occurs during working hours.
4. Workplace harassment: Employees shall not make offensive or derogatory comments, gestures, actions, or similar types of conduct based on race, color, sex, religion, or national origin, either directly or indirectly, to another person. Such harassment is a prohibited form of discrimination under state and federal employment law and is considered misconduct subject to disciplinary action by the Town.
5. Sexual harassment: No employee shall be harassed by another employee, supervisor, or non-employee on the basis of sex and no personnel action shall be taken affecting an employee (either favorable or unfavorable) on the basis of such conduct, or in retaliation for a complaint about such conduct.
6. Consensual sexual or romantic relationships between employees are deemed unwise and are strongly discouraged. Such relationships are strictly prohibited between employees if one involved employee has supervisory authority over the other involved employee.

E. Responsibilities of Employees:

1. If an employee believes he has been subject to harassment or inappropriate conduct, sexual or otherwise, or any unwanted sexual attention, he shall:
 - a. Make his unease and/or disapproval directly and immediately known to the alleged harasser;
 - b. Make a written record of the date, time, and nature of the incident(s) and the names of any witnesses; and
 - c. Report the incident to his Supervisor, Department Head, Town Manager, or the Town Attorney.
2. Every incident of harassment or inappropriate conduct shall be reported, regardless of its seriousness. Publicizing information about alleged harassment without following the reporting procedures or filing a formal complaint may be considered evidence of vexatious intent on part of the accuser.

F. Responsibilities of Supervisors and Department Heads:

1. The Supervisor or Department Head shall deal expeditiously and fairly with allegations of harassment or inappropriate conduct, sexual or otherwise, within their departments whether or not there has been a written or formal complaint. The Supervisor or Department Head shall:
 - a. Act promptly to initiate investigation of any harassment or inappropriate conduct, sexual or otherwise;

- b. Ensure that harassment or inappropriate conduct, sexual or otherwise, is reported to the Town Manager or her designee; and
 - c. Take corrective action to prevent prohibited conduct from reoccurring.
 - 2. Any Supervisors or Department Head who knowingly allows or tolerates any type of harassment, sexual or otherwise, is in violation of this policy and subject to discipline.
- G. Responsibilities of Town Manager: The Town Manager or her designee shall:
- 1. Ensure that the individual filing the complaint (the "Complainant") and the accused individual (the "Respondent") are aware of the seriousness of a harassment complaint;
 - 2. Explain the Town's harassment policy and investigation procedures to the Complainant and the Respondent;
 - 3. Explore informal means of resolving all harassment complaints;
 - 4. Refer the Complainant and/or the Respondent to the Town's Employee Assistance Program for counseling and referral services, if appropriate;
 - 5. Notify the police if criminal activities are alleged; and
 - 6. Arrange for an investigation of the alleged harassment and preparation of a written report and recommendation to be submitted to the Town Manager.
- H. Resolution Procedures
- 1. Reporting: All incidents of harassment or inappropriate conduct, sexual or otherwise, shall be reported as provided in Section E.
 - 2. Informal Resolution Process: An employee may be able to stop or prevent harassment or inappropriate conduct, sexual or otherwise, by immediately and directly expressing her disapproval of an individual's harassing attention or conduct. In any case, an employee shall report every incident of harassment or inappropriate conduct, sexual or otherwise, to the Town Manager or her designee, Supervisor, or her Department Head.

A supervisor's informal warning to an alleged harasser, combined with appropriate follow-up supervision and monitoring of the employee's behavior may be sufficient to prevent or stop harassment or inappropriate conduct.
 - 3. Formal Resolution Process: To initiate a formal investigation into an alleged violation of this policy, an employee must file a harassment complaint with the Town Manager or her designee, the employee's supervisor or the Town Attorney.

4. A Complaint shall be filed as soon as possible after an incident of alleged harassment or inappropriate conduct. The Town Manager or other person designated to receive complaints shall assist the Complainant in completing a Harassment Complaint.
5. Form. To ensure the prompt and thorough investigation of a harassment complaint, the Complainant shall provide as much of the following information as is possible:
 - a. The name, department, and position of the person or persons allegedly causing the harassment;
 - b. A description of the incident(s), including the date(s), location(s), and the presence of any witnesses;
 - c. The alleged effect of the incident(s) on the Complainant's position, salary, benefits, promotional opportunities, or other terms or conditions of employment;
 - d. The names of other employees who might have been subject to the same or similar harassment;
 - e. Steps the Complainant took to try to stop the harassment; and
 - f. Any other information the Complainant believes to be relevant to the harassment complaint.

G. Investigation

1. The Town Manager shall ensure that an impartial investigation begins within ten (10) working days after a complaint has been filed. The Town shall attempt to complete the investigation within fifteen (15) working days. Except in the most unusual circumstances, investigations shall be completed within thirty (30) working days.
2. In most cases, the Town Attorney will conduct the investigation. However, the Town Manager or his designee may conduct the investigation or appoint an independent outside investigator to lead the investigation, if necessary to expedite the resolution of a complaint or resolve any potential conflict of interest. In any case, a second person shall accompany the primary investigator during all interviews with the Complainant, Respondent, and witnesses to corroborate information obtained during the interviews.
3. The investigator shall contact the Respondent, give him or her a copy of the complaint, solicit the Respondent's account of the alleged incidents, inform the Respondent that a recommendation and report will be prepared, and advise the Respondent of his or her right to be represented by legal counsel.

H. Report and Recommendation

1. The investigator shall prepare a written report and recommendation immediately following completion of the investigation. Except in the most unusual circumstances, the report shall be completed within fifteen (15) working days after the completion of the investigation.
2. The report and recommendation shall include:
 - a. A summary of the complaint;
 - b. A summary of the response by the individual charged with harassment;
 - c. A summary of the statements and evidence obtained during the investigation;
 - d. A finding of whether a violation of this policy occurred and an explanation supporting the finding;
 - e. A statement about the severity of the violation if a violation was found to have occurred;
 - f. A summary of prior settlements or substantiated complaints against the Respondent;
 - g. A recommendation of a sanction or disciplinary action, if appropriate;
 - h. A recommendation as to the restoration of any employment terms, conditions, or opportunities the Complainant might have lost as a result of sexual harassment; and
 - i. An appendix containing the complaint, statements of the Complainant and the Respondent, witness statements, and other tangible evidence obtained during the investigation.

NOTE: Policy violations may include prohibited harassment as well as a reckless, frivolous, or vexatious filing of a harassment complaint.

3. A copy of the report and recommendation shall be sent to members of a decision-making panel consisting of the Town Manager or her designee and the Respondent's Department Head. After consideration of the report, the panel must agree to one of the following:
 - a. Sustain the complaint, order the harassment to stop, impose appropriate sanctions on the harasser, recommend the restoration of any employment benefits the Complainant lost because of the harassment, and provide any other relief necessary to remedy the situation; or
 - b. Order further investigation, for a period not to exceed ten (10) working days, and require a supplementary report and recommendation; or
 - c. Dismiss the complaint, if it is found to be without merit. The decision-making panel shall impose discipline against the Complainant if it agrees with the investigation's findings that the complaint was reckless, frivolous, or vexatious.

4. Once the recommendation and report have been approved, copies shall be provided to the Complainant and the Respondent. The Town Manager or her designee shall meet with the Complainant to explain the decision and the Respondent's Department Head shall meet with the Respondent to explain the decision and implement any corrective action or discipline.
5. Either party may respond in writing to the report and decision within ten (10) working days to begin an appeal under the Town's appeals process.

I. Monitoring Compliance

The Department Head of an individual found to have violated this policy shall monitor the individual's compliance with any mediation agreement or recommendation approved by the decision-making panel. The Department Head shall ensure that the harassment does not reoccur and that the Complainant is not subject to retaliation.

J. Discipline

Employees who violate this policy are subject to appropriate discipline. If an investigation results in a finding that this policy has been violated, the mandatory minimum discipline is a written reprimand. The discipline for a very serious violation or repeat violations is termination of employment.

K. Confidentiality

1. All inquiries, complaints, and investigations are treated confidentially. Information is revealed strictly on a need-to-know basis.
2. Information contained in a formal complaint is kept confidential. However, the identity of the Complainant may be revealed to the Respondent and witnesses. The Town Manager or her designee shall take adequate steps to protect the Complainant from retaliation.
3. A copy of the investigation report and the final decision shall become part of the Respondent's personnel file only if the investigation and decision-making panel conclude that the Respondent engaged in prohibited conduct.
4. No record of a complaint shall be kept in the Complainant's personnel file, unless the investigation concludes that the complaint was reckless, frivolous, or vexatious.
5. All information pertaining to a sexual harassment complaint or investigation is maintained by the Town Manager or her designee in secure files.
6. The Town Manager or her designee shall explain the procedures for handling information related to sexual harassment complaints and investigations to Complainants and Respondents.

L. Other Available Procedures

The procedures available under this policy do not preempt or supersede any legal procedures or remedies otherwise available to a victim of sexual harassment under state or federal law.

SECTION 31: DRUG-FREE WORKPLACE

A. Drug and alcohol abuse inflicts a terrible toll on the nation's productive resources and the health and well-being of American workers. The purpose of this policy is to institute and maintain a program for achieving a workplace free from drug and alcohol abuse. This is necessary to assure a safe workplace for employees and to provide safe, efficient services to the public.

B. This policy applies to all applicants for employment (including rehires) and all current employees (including temporary and emergency employees).

C. Definitions

1. "Prohibited Drug" means
 - a. Any controlled substance that is not legally obtainable in the United States; and
 - b. Any controlled substance whose use is legal in the United States, but which has not legally been obtained by the user or possessor.
 - c. Examples include street drugs such as cocaine, heroin, marijuana and phencyclidine and controlled substances such as amphetamines, methamphetamines and barbiturates.
2. "Substance Abuse" includes both drug and alcohol abuse.
3. "Drug Abuse" includes abuse of Prohibited Drugs and prescribed drugs not used for prescribed purposes or in a prescribed manner.
4. "Workplace" includes:
 - a. The offices and premises of the Town;
 - b. Vehicles owned by or operated while conducting Town business (may include the employee's personal vehicle if used for Town business); and
 - c. Any other location where an employee is engaged in Town business.
5. "Town" refers to the Town of Jerome and includes the employee's immediate Supervisor, Department Head and/or Town Manager.

D. Drug-Free Workplace Policy

1. It is the policy of the Town to comply with the Drug-Free Workplace Act of 1988, which was enacted by the U.S. Congress and requires every organization receiving Federal grants to

maintain a drug-free workplace. The Act prohibits the unlawful manufacture, distribution, dispensation, possession or use of controlled substances in the Workplace.

2. As a condition of employment, each employee of the Town is required to abide by this policy and maintain a Drug-Free Workplace. A violation of the Drug-Free Workplace is grounds for discipline, including dismissal.
3. Prohibited Conduct: The Drug-Free Workplace Policy prohibits the following:
 - a. Use, possession, manufacture, distribution, dispensation, or sale of Prohibited Drugs in the Workplace or during non-working time to the extent that such conduct during non-working time impairs the employee's ability to perform on the job.
 - b. Storing any Prohibited Drug or alcohol in the Workplace.
 - c. Being under the influence of a Prohibited Drug or alcohol in the Workplace.
 - d. Falsifying, or causing a drug or alcohol test to be falsified, including switching or adulterating any urine sample submitted for testing.
 - e. Refusing consent to drug or alcohol testing required pursuant to this-policy.
 - f. Failing, when requested by the Town, to enroll in any alcohol or drug treatment or counseling program or failing to adhere to the requirements of the program.
 - g. Being convicted under any criminal drug statute for a violation of a criminal drug statute, which violation occurs in the Workplace or during non-working time to the extent that such conviction impairs the employee's ability to perform on the job.
 - h. Failing to notify the Town of any criminal drug statute conviction for a violation within five (5) days after that conviction.
 - i. Failing to comply with rules and regulations promulgated under any testing programs maintained by the Town pursuant to such rules and regulations.
4. Testing
 - a. The Town requires every newly hired and rehired employee be fit for duty and free from Substance Abuse. Each offer of employment for a position in which the employee regularly operates a motorized Town vehicle or powered equipment as a part of his job, whether a new hire or rehire, may be conditioned upon the successful completion of a drug and alcohol test dependent upon the department. If required, the test will be paid for by the Town and will be performed by an independent physician or laboratory designated by the Town. The prospective employee will be informed in advance that the drug and alcohol test will be performed. If the results of the drug and alcohol test are positive, a second confirming test will be done. Any applicant who tests positive in the pre-employment drug and alcohol tests shall

not be eligible for employment unless the applicant adequately establishes a legal basis for the use of the drug or controlled substance with respect to which the applicant tested positive.

b. Wherever the Town has reasonable suspicion that an employee used a Prohibited Drug or alcohol in the Workplace, the Town may require the employee to submit to a drug or alcohol test. The test will be paid for by the Town and shall be performed by an independent physician or laboratory designated by the Town. If the results of the drug and alcohol test are positive, a second confirming test will be done.

c. The Town will afford applicants and employees subject to testing the opportunity, prior to testing, to list all prescription and non-prescription drugs they have used and to explain the circumstances surrounding the use of such drugs. Failure of any employee to adequately establish a legal basis for the use of any drug with respect to which the employee tests positive shall constitute a violation of this policy.

d. Applicants and employees subject to testing shall, prior to testing, agree in writing to the testing and authorize the release of test results to the Town Manager or his designee.

e. The Town, prior to taking any action, will give all employees who test positive the opportunity to explain in writing the test results. Failure of any employee to adequately establish a legal basis for the use of any drug with respect to which the employee tests positive shall constitute a violation of this policy.

f. The Town shall establish and maintain any and all additional testing programs and requirements that may be necessary or appropriate to comply with applicable rules and regulations of all federal and state government agencies.

g. Employees, engaged in Town business, involved in a vehicular accident involving another person or vehicle while driving may be subject to a drug and alcohol test pending a review of the incident by the Town Manager or his designee.

4. Authorized Use of Prescribed Medicine: An employee undergoing prescribed medical treatment with any drug or controlled substance that may impair his or her physical or mental ability shall report this treatment to his or her Supervisor or Department Head, so that a determination can be made as to whether or not the employee's job assignment during the period of treatment should be temporarily changed. The employee's Supervisor and/or Department Head will make the determination in consultation with appropriate medical personnel.

5. Consequences for Violation of the Drug-Free Workplace Policy:

a. Violation of this policy may result in severe disciplinary action, including termination.

b. Employees found in possession of prohibited drugs will be terminated.

- c. After successful completion of all requirements of this section, employees will again be subject to the testing program applicable to all employees.
6. Confidentiality: Information generated in association with alcohol or drug testing is inherently sensitive and will be treated as confidential. In implementing this policy, care shall be taken to comply with the following requirements:
- a. All investigations, searches, and testing shall be conducted as privately as is practicable.
 - b. Investigations and searches shall be conducted by the Town Manager or his designee. Information should normally be limited to the Town Manager or his designee, and the Department Head.
 - c. Supervisory personnel shall be cautioned not to communicate confidential information about such searches, investigations or the results of alcohol or drug tests to persons not authorized to receive it, including family members, friends, etc.
 - d. Test results shall be kept as part of an employee's Medical File as that term is used in these Personnel Policies.