



neccog

Employee Handbook

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Introduction

This handbook represents a collection of NECCOG's policies as they have been issued, revised and amended over time. This handbook is designed to acquaint you with NECCOG and provide you with information about working conditions, employee benefits and some of the policies affecting your employment. **You should read, understand and comply with all provisions of the handbook.** It describes many of your responsibilities as a NECCOG employee and outlines the programs developed by NECCOG to benefit employees.

The practices, policies, plans and benefits in this handbook apply to all employees including those whose conditions of employment are covered by a separate agreement. However, if the policies of this Handbook differ from the terms of an individual employment agreement, the provisions and terms of the individual employment agreement shall take precedence.

No employee handbook can anticipate every circumstance or question about policy. As NECCOG continues to grow, the need may arise, at any time, to amend or terminate the practices, policies, plans and benefits described in this document. **Any changes will supersede the contents of this document.**

Disclaimer

This handbook is intended for information and guidance. Since this handbook is only a summary compiled for the convenience of our employees and supervisors, it is not intended to cover all topics or circumstances. **It is NOT an employment contract or agreement of any type, either expressed or implied, does not guarantee any fixed terms and conditions of employment, or guarantee benefits or working conditions between any employee and NECCOG. Bear in mind that unless your employment is covered by a separate agreement, providing for the contrary, your employment with NECCOG is not for any specific time and may be terminated at-will by you or NECCOG for any reason and at any time.**

Except for NECCOG's policy of employment at-will, NECCOG may change, delete, suspend, or discontinue any part or parts of this Handbook at any time without prior notice and any such action shall apply to existing as well as future employees. Continuation of employment after any such action constitutes consent to such action. Additionally, NECCOG reserves the right to respond to specific situations in whatever manner it believes best suits the needs of NECCOG. Consequently, NECCOG's actions, from time to time, may vary from the attached policies and procedures, or any subsequent policies and procedures implemented. Furthermore, NECCOG's actions may from time to time be guided by policies and procedures which are not contained in this handbook.

Employees should familiarize themselves with the contents of the Employee Handbook as soon as possible, for it will answer many questions about employment with NECCOG. The Executive Director and/or his/her designee will be available to address any questions not answered by this handbook.

Employee Categories/Glossary of Employment Terms

Employer: Northeastern Connecticut Council of Governments ("NECCOG")

Employee: A person who receives wages or salary from the Northeastern Connecticut NECCOG.

Introductory/New Employee: A newly hired person who has not yet completed six (6) months of uninterrupted employment. Introductory/New Employees are not eligible for NECCOG fringe benefits

described in this handbook, except as granted on occasion, or to the extent required by state and/or federal laws.

Exempt: Employees who are exempt as either executive, administrative, or professional employees and are not subject to overtime provisions under the Fair Labor Standards Act (“FLSA”) and /or Connecticut Wage and Hour statutes and regulations.

Nonexempt: Employees who are compensated hourly and are eligible for overtime as provided in the FLSA and/or Connecticut Wage and Hour statutes and regulations.

Reemployment Status: The status of an employee who leaves NECCOG on good terms only (i.e. leaves voluntarily, gives two weeks’ notice, works fully through the last two weeks, is not terminated, etc.) and later seeks re-employment with NECCOG. The anniversary date of a reemployment individual is the first day the employee reports to work pursuant to the reemployment.

Regular Full-Time: An employee who is not in a temporary or introductory status and who is regularly scheduled to work between thirty-five (35) and forty (40) hours per week and maintains continuous regular employment. Regular full-time employees are eligible for NECCOG fringe benefits, as described in this Handbook.

Regular Part-Time: An employee who is not in a temporary or introductory status and who is regularly scheduled to work between twenty (20) hour and thirty-five (35) per week and maintains continuous employment. Regular Part-Time employees are not eligible for NECCOG fringe benefits described in this Handbook, except as specifically stated in this Handbook or to the extent required by state and/or federal laws.

Temporary: Any employee hired for a specific period of time or for the completion of a specific project or job assignment. The job assignment, work schedule, and duration of the position will be determined on an individual basis. Temporary employees are generally not eligible for benefits described in this Handbook, except as granted on occasion, or to the extent required by provision of state and/or federal laws. Seasonal employees and summer help are considered temporary employees. Those temporary employees who qualify as “nonexempt” (see definition set forth above) and who work more than forty (40) hours during any work week will receive overtime pay.

Anniversary Date: The first day you report to work is your “official” anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Handbook.

Re-employment: The status of an employee who leaves NECCOG on good terms only (i.e., leaves voluntarily, gives two (2) week’s notice, works fully through the last two (2) weeks, is not terminated, etc.) and later seeks re-employment with NECCOG.

Confidentiality

As an employee of NECCOG, you have access to business-related confidential information of NECCOG. Confidential information includes financial and operating data of NECCOG. Confidentiality is to be observed and respected at all times. Your obligation to maintain confidentiality continues even after your employment ends. Documents containing confidential information are not to be copied, removed from the office or used for your own purposes without NECCOG’s permission.

You must not discuss or reveal business-related confidential information except when such disclosure is made as part of your normal duties. If you are questioned by someone outside NECCOG and you are concerned about the appropriateness of giving him or her certain information, remember that you

are not required to answer. Instead, as politely as possible, refer the question to the Executive Director and/or his/her designee.

This policy is not intended to restrict an employee's rights under state and/or federal law.

Disposal of Confidential Material. In an effort to protect the Northeastern Connecticut Council of Governments, the privacy of our residents, and to reduce the risk of fraud and identify theft, NECCOG requires that confidential documents, including, but not limited to, files or any document that references a resident, payroll documentation, Northeastern Connecticut Council of Governments financial statements, consumer reports and sensitive information derived from consumer reports, be disposed of by shredding.

Conflict of Interest

This policy applies to **all** employees of NECCOG, without exception. This policy is important to NECCOG and should be taken seriously by all employees. Non-compliance or violation of these standards will not be accepted or tolerated, and will lead to disciplinary action up to and including termination.

1. During their employment, employees will not participate, directly or indirectly, in any other business activity that will interfere in any way with their ability to perform their duties and responsibilities at NECCOG without prior approval, regardless of whether such activity is pursued for profit, gain or other pecuniary advantage.
2. **Outside Employment:** An employee may engage in additional employment provided such employment does not interfere with the proper and effective performance of the duties of his/her position with NECCOG or result in a conflict of interest. If your financial situation requires you to hold a second job, part-time or full-time, or if you intend to engage in a business enterprise of your own, we would like to know about it. Please consult the Executive Director and/or his/her designee if you are unsure whether a situation might involve a conflict of interest.
3. All employees will be judged by the same performance standards and subject to NECCOG's scheduling demands regardless of any existing outside work requirements or interests. If NECCOG determines that an employee's outside work or activities interfere with his/her performance or ability to meet the requirements of NECCOG as they are modified from time to time, the employee may be asked to terminate his/her outside employment if he/she wishes to remain with NECCOG.
4. All employees have a responsibility to protect and safeguard NECCOG's assets against loss, theft and misuse. NECCOG assets include not only cash, but also physical articles such as computers, vehicles, tools, office supplies etc. NECCOG equipment, supplies and facilities are the sole property of NECCOG and, as such, may only be used for conducting NECCOG business or for other purposes expressly authorized by the Executive Director and/or his/her designee.
5. The following activities are prohibited, including, but not limited to:
 - Use of official position for personal gain, including the use of confidential information.
 - Performing outside work while on NECCOG time or premises.

- Use of NECCOG materials, resources, property or proprietary information for any non-NECCOG purpose.
6. Gifts, Gratuities and Entertainment. Employees may **not** provide and accept business amenities, such as advertising, promotional, or goodwill gifts (e.g., clothing, pens, mugs, calendars) of **any** value. It is acceptable for employees to participate in business-related functions, such as lunches or dinners. However, good judgment must be exercised regarding the cost, frequency and the intent to influence or appearance of being influenced.
 7. Employment of Spouse and Relatives. Hiring of spouse or other relatives as employees or consultants is permitted only with the knowledge and consent of the Executive Director and/or his/her designee. A spouse or other relative may not be placed in or accept a position involving a direct or indirect reporting relationship to the current employee.
 8. Political Activity. Employees who run for office, serve as a public official or campaign for a political candidate must do so on their own personal time. NECCOG assets and resources may not be used or deployed in support of personal political activity, nor will NECCOG reimburse employees for expenses incurred in support of personal political activity.
 9. Disciplinary Action. NECCOG is committed to operating according to the highest standards of business ethics and conduct. Employees have the responsibility to be alert and sensitive to actions by others that may be improper, unethical or illegal. If, or when, it appears that a fellow employee may be in violation of NECCOG's rules or regulations, employees have the obligation to bring that situation to his or her attention and, if not corrected, to the attention of the Executive Director and/or his/her designee.
 10. Keep in mind that while employees are encouraged to report known or suspected violations to NECCOG, information obtained through rumor or hearsay should be handled with care and good judgment.

Employment Applications

NECCOG relies upon the accuracy of information contained in the employment application and resume, as well as the accuracy of other data presented throughout the hiring process and employment. NECCOG may investigate references provided by an applicant. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in NECCOG's exclusion of the individual from further consideration for employment or if the person has been hired, termination of employment.

Employee Relations/Open Door Policy

Our employees have the freedom to speak for themselves and discuss their concerns, suggestions and problems with us. All employees should utilize NECCOG's Open Door Policy to raise all problems, complaints or concerns they may have regarding employment with NECCOG. NECCOG firmly believes we have much to offer and will continue to listen and endeavor to respond to the concerns and needs of our employees. If you have any questions, you are urged to talk with the Executive Director and/or his/her designee. NECCOG hopes that you take constructive advantage of this procedure. Employees will not be subjected to any form of discrimination or reprisal for identifying issues or raising a problem.

Equal Employment Opportunity

It is our policy to provide equal employment opportunity without regard to race, color, sex (including pregnancy and sexual harassment), sexual orientation, transgender status, gender identity or expression) age, genetic information, physical disability, religion, national origin, ancestry, citizenships status, marital status, civil union status, veteran status, or any other criteria protected under applicable federal, state, or local law.

This policy applies to all areas of employment, including recruitment, advertising, hiring, training and development, classifying, referring, promotion, transfer, termination, layoff, compensation, and all other terms, conditions and privileges of employment in accordance with applicable federal, state or local laws.

Any employee that believes they are not being properly treated should contact the Executive Director and/or his/her designee (Finance Director) to initiate a complaint as soon as possible.

Immigration Law Compliance

NECCOG is committed to employing only persons who are authorized to work in the United States. NECCOG does not discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

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

New Employees

Before an introductory employee can achieve regular status (see Employee Categories/Glossary of Employment Terms) you must meet two requirements:

1. You must successfully complete six (6) months of continuous, active employment; and
2. You must have successfully performed your duties and responsibilities during the six (6) month introductory period. Since this introductory period is an extension of the application/examination process, a determination of unsatisfactory performance is considered a failure to meet the basic job qualifications.

YOUR EMPLOYMENT CAN BE TERMINATED WITH OR WITHOUT CAUSE, DURING THIS SIX (6) MONTH PERIOD OR AT ANY OTHER TIME, AT EITHER YOUR OPTION, OR THE OPTION OF THE NORTHEASTERN CONNECTICUT NECCOG. Only the Executive Director and/or his/her designee has the authority to enter into agreements for employment for any specified period of time.

Orientation

Upon employment with NECCOG you will be given a copy of the Employee Handbook. NECCOG requires that you read this Employee Handbook. You need to complete employment and tax forms, learn about your date of eligibility for benefits, and discuss certain routines in the operation of NECCOG. NECCOG encourages you to ask questions and to take an active part in learning your new work environment.

Personnel Files

NECCOG maintains all your employee and payroll records. It is important to keep your personnel file up to date. Coverage or benefits that you and/or your family receive could be negatively affected if the information in your personnel file is incorrect. Please notify the Executive Director and/or his/her designee's office of any change(s) in the following items, as soon as possible:

- * Legal name
- * Home address
- * Home telephone number
- * Person to contact in case of emergency
- * Number of dependents
- * Marital status
- * Change of beneficiary
- * Military or draft status
- * Exemptions for your W-4 tax form
- * Driving record or status of driver's license and proof of insurance

Since NECCOG refers to your personnel file in connection with your employment, it is to your benefit to make sure your personnel file includes information concerning the completion of educational or training courses, work-related areas of interest, and skills that may or may not be part of your current position.

Personnel files are the property of NECCOG, and access to the information they contain is restricted. Generally, only the Executive Director and/or his/her designee are allowed to review information in a personnel file. Information provided to outside agencies (e.g., credit agencies, potential employers) is limited to name, title, and dates of employment. No other information will be released unless the employee or former employee has given written permission for release or unless NECCOG is required to disclose such information by law.

Employees who wish to obtain a copy of or review their file must submit a written request to the Executive Director and/or his/her designee may review their personnel file in the presence of an individual appointed by NECCOG, within seven (7) working days of the written request.

Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). NECCOG shall comply with the rules and regulations promulgated under the HIPAA.

Workplace Assignments

NECCOG attempts to assign employees to their regular job responsibility/work assignment. However, illness, absence, vacation, or other circumstances may make it necessary to assign an employee to a job other than his or her customary one.

Workplace Harassment Policy

NECCOG depends upon a work environment of tolerance and respect. Workplace harassment including, but not limited to, verbal slurs, negative stereotyping, overt hostility and the distribution of written or graphic material intended to attack someone based on their race, color, sex, age, disability, religion, national origin, ancestry, citizenship status, marital status, or sexual orientation is prohibited.

NECCOG will respond promptly to complaints of workplace harassment and where it is determined that inappropriate conduct has occurred, we will act promptly to put an end to the conduct and take any action necessary, including discipline where appropriate.

While this policy sets forth our goals of having a workplace that is free of any form of harassment, the policy is not designed or intended to limit our authority to take disciplinary or remedial action for workplace conduct that we consider unacceptable, regardless of whether that conduct satisfies the definition of workplace harassment.

1. Sexual Harassment:

Sexual harassment is a form of workplace harassment which adversely affects the employment relationship. Sexual harassment of employees occurring in the workplace or in other settings in which individuals of NECCOG may find themselves is prohibited by state and federal law. The law also prohibits sexual or other forms of harassment by or against any vendor, customer or member of the general public.

Definition of Sexual Harassment Sexual harassment refers to behavior that is not welcome by the individual, is personally offensive to him/her and interferes with the ability of the individual to work effectively. The following are some examples of conduct which, if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Verbal abuse of a sexual nature;
- Use of sexually degrading words;
- Jokes or language of a sexual nature;
- Conversation or gossip with sexual overtones;
- Obscene or suggestive gestures or sounds;
- Sexually-oriented teasing;
- Inquiries into one's sexual experiences;
- Verbal comments of a sexual nature about an individual's appearance or sexual terms used to describe an individual;
- Discussion of one's sexual activities;
- Comments, jokes or threats directed at a person because of his/her sexual preference;
- Unwelcome and repeated invitations (for lunch, dinner, drinks, dates, sexual relations);

- Physical contact such as touching, hugging, kissing, stroking, fondling, patting, pinching or repeated brushing up against another's body;
- Demands or requests for sexual favors accompanied by implied or overt threats concerning an individual's employment status or promises of preferential treatment;
- Deliberate bumping, cornering, mauling, grabbing;
- Assaults, molestations or coerced sexual acts;
- Posting or distributing sexually suggestive objects, pictures, cartoons or other materials;
- Sexually-oriented letters or notes;
- Sending offensive or discriminatory messages or materials through the use of electronic communications (e.g., electronic mail, including the Internet, voice mail and facsimile) which contain overt sexual language, sexual implications or innuendo, or comments that offensively address someone's sexual orientation;
- Staring at parts of a person's body;
- Sexually suggestive gestures, leering; and

Keep in mind that:

- A man and/or a woman may be either the victim of sexual harassment and/or the harasser;
- The harasser does not have to be the victim's supervisor;
- The victim does not have to be of the opposite sex from the harasser; and
- The victim does not have to be the person at whom the unwelcome sexual conduct is directed. The victim may be someone who is affected by the conduct, even when it is directed toward a third person, if the conduct creates an intimidating, hostile, or offensive working environment for the person or interferes with the person's work performance.

The Rule: It is against the policies of NECCOG for any individual, male or female, to harass another individual sexually, by making unwelcome sexual advances, requests for sexual favors, or other uninvited verbal or physical conduct of a sexual nature.

2. Individual Responsibilities for Preventing Workplace Harassment

Each individual of NECCOG is personally responsible for:

- Ensuring that his/her conduct does not harass any other person with whom he/she comes in contact on the job, such as a vendor, customer, or member of the general public;
- Cooperating in any investigation of alleged harassment by providing any information he/she possesses concerning the matter being investigated;
- Actively participating in efforts to prevent and eliminate harassment and to maintain a working environment free from such discrimination;

- Ensuring that an individual who files a harassment claim or cooperates in an investigation may do so without fear of retaliation or reprisal;

Any individual who believes he/she has been the subject of any form of harassment may object directly to the individual about the offensive nature of the conduct or action or bring the alleged incident or situation to the attention of EEO Grievance Officer or the alternate Grievance Officer.

3. Violation of Policy

Retaliation against an individual for filing a complaint of workplace harassment or cooperating in an investigation of a complaint is against the law. NECCOG will take appropriate disciplinary action, up to and including termination, against employees who retaliate against those who object to or report harassment or participate in an investigation.

4. Procedures for Complaints

- a. NECCOG has designated the Executive Director and/or his/her designee (Finance Director) as the EEO Grievance Officer. If any employee believes he/she has been subjected to workplace harassment, the individual should initiate a complaint by contacting the EEO Grievance Officer as soon as possible. The individual should file the complaint promptly following any incident of alleged harassment. The longer the period of time between the event giving rise to the complaint and the filing, the more difficult it will be for NECCOG to reconstruct what occurred. The individual may be requested to write out his/her complaint to document the charge.

If the individual is uncomfortable contacting the EEO Grievance Officer for any reason, the individual may contact the Chair of NECCOG.

- b. Upon receipt of the complaint, the EEO Grievance Officer or the alternate EEO Grievance Officer will promptly conduct an investigation into the matter. The charged individual will be asked to respond to the complaint. Additional investigation will be made to the extent appropriate in each case. If, after the completion of this investigation, it is determined that there is reasonable cause for finding a violation of this policy, NECCOG will notify the complainant and the charged individual of the finding verbally. This process will be confidential to the extent consistent with an effective investigation, subject to the business needs of NECCOG.
- c. After the investigation has been concluded, NECCOG will make a final decision. If NECCOG finds that the investigation substantiates the allegations in the complaint, NECCOG will discipline the charged individual. Disciplinary action will be appropriate to the offense and may include termination. The complainant may be notified in writing of the disposition of the investigation.

ANY QUESTIONS ON THIS POLICY SHOULD BE REFERRED TO THE EEO GRIEVANCE OFFICER OR THE ALTERNATE EEO GRIEVANCE OFFICER

Workplace Violence Policy

NECCOG seeks to have a workplace free of violence and the threat of violence. **THERE WILL BE ZERO TOLERANCE OF ACTS OR THREATS OF VIOLENCE IN OUR WORKPLACE BY EMPLOYEES, CUSTOMERS, THE GENERAL PUBLIC, AND/OR ANYONE WHO CONDUCTS**

BUSINESS WITH NECCOG. It is the intent of NECCOG to provide a workplace which is free from physical attacks, harassment, property crimes, threats, or any other violent act(s).

NECCOG has developed the following procedures and principles with regard to violence in the workplace. Each employee must familiarize him or herself with these policies and regulations in order to achieve the goals of NECCOG in this regard.

1. Definitions:

a. For this policy "Acts of violence" or "threats of violence" are defined as:

- i. Any act of physical violence including, but not limited to, pushing, shoving, punching, striking, pinching, biting, kicking, wrestling, slapping, or any other aggressive or unsolicited unwanted contact between two parties. By their nature, physical attacks often involve breaking criminal laws.
 - ii. A threat of immediate or future harm, made seriously or in jest, whether orally, in writing or by an employee's conduct or physical gesturing.
 - iii. Any implied threat, made seriously or in jest, made either orally or by an employee's conduct or physical gesturing.
 - iv. Harassment, often involving verbal abuse, including unwanted telephone calls, involves acts or language by a party that is designed to damage or harm another.
 - v. Vulgar or obscene language, racial or ethnic slurs.
 - vi. Threatening with a weapon, dangerous instrument or item construed to be or utilized as a weapon which may include but is not limited to firearms, models, replicas, or an object whose outline represents a firearm, knives, mace, bats, ammunition, clubs and other such items.
 - vii. POSSESSION OF ANY WEAPONS OR DANGEROUS INSTRUMENTS BY AN EMPLOYEE DURING WORK HOURS AND/OR ON NECCOG PROPERTY IS STRICTLY FORBIDDEN AND IS GROUNDS FOR DISCIPLINE UP TO AND INCLUDING TERMINATION.
 - viii. Property crimes, including but not limited to sabotage, theft, abuse or destruction of NECCOG, customer or employee property, tools, or equipment;
 - ix. The willful, malicious and repeated following of another person and/or the making of a credible threat with intent to place the other person in reasonable fear for his/her safety.
- b. "Workplace" is defined as ALL of NECCOG's property and even locations where an employee is assigned if not on NECCOG property.

2. Reporting Procedure:

- a. All personnel are responsible for immediately notifying the Executive Director and/or his/her designee of any threats which they have experienced or observed.
- b. Call 911 (or 9-911) if you believe there is an immediate emergency.

- c. Employees may sometimes be involved in personal disputes with family members, neighbors, etc. that can sometimes escalate to the point where injunctions, restraining orders, and other court orders are sometimes sought. We request that employees include their work location as well as their residence in the order. We suggest that the employee inform the Executive Director and/or his/her designee of the issuance of such an order and provide a description of the individual cited in the order. Even in the case where an employee has not secured a court order but fears for his or her safety, we request that the employee notify the police department immediately, and inform the Executive Director and/or his/her designee soon as practicable.
- d. NECCOG (Police and/or Management, as appropriate) will assess and investigate the incident. In situations involving weapons, or in situations where the threat of bodily harm is immediate and readily apparent, the Executive Director and/or his/her designee may suspend the individual(s) in question and provide a written summary of the incident to the Executive Director and/or his/her designee for further action. Each incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor or member of the general public, must be reported. Final disciplinary action, if any, up to and including termination, will be determined pending completion of the investigation.
- e. E. In situations involving physical altercations or weapons, the Executive Director and/or his/her designee may request the aid and presence of police personnel.

3. Discipline

- a. After each incident is evaluated a proper remedy will be provided based upon the nature of the offense, duration, totality of the circumstances and past offenses. Remedies could range from an oral reprimand to suspension or immediate termination depending upon the severity of the offense. The employee may be subject to criminal charges and penalties.
- b. Incidents involving weapons or other dangerous instruments are grounds for immediate disciplinary action up to including termination from employment.
- c. Any employee who acts in good faith by reporting real or implied violent behavior will not be subjected to any form of retaliation or harassment. Any action of this type, i.e., retaliation or harassment, resulting from a report of violence must be reported to the Executive Director and/or his/her designee for investigation and decision regarding proper action and sanction. Conversely, false or malicious reporting will also result in investigation and appropriate sanction.

4. Prevention

Prevention efforts include, but are not limited to, informing employees of this policy, instructing employees regarding the dangers of workplace violence, communicating the sanctions imposed for violating this policy, and providing a reporting system within which to report incidents of violence without fear of reprisal.

Benefits

Eligible employees at NECCOG are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law. Eligibility for other benefits is dependent upon a variety of factors, including the employee's classification. The Executive Director and/or his/her designee's Office can identify the programs for which you are or will be eligible.

Details of many of these programs can be found elsewhere in the Employee Handbook and should be carefully reviewed. A package describing each of the offered benefits, in detail, will be provided to each new employee. It is then the employee's responsibility to initiate enrollment in those plans he or she selects.

Health Insurance

NECCOG provides comprehensive group medical insurance and life insurance plans to eligible employees who have completed three (3) months of employment. The cost of coverage is shared by the employee and NECCOG. Coverage is subject to change or elimination, without notice, at NECCOG's discretion. Employees who elect coverage are required to contribute their portion of the premium cost through automatic payroll deduction on a weekly basis. If an employee desires insurance for his or her dependents, the additional premium is deducted through payroll as well.

A detailed explanation of all benefits, limitations, and provisions is provided in separate booklets with which you will be provided. If you have any questions about the plan, contact the Executive Director and/or his/her designee.

Insurance Benefits Continuation (COBRA)

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) requires that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform you, in a summary fashion, of your rights and obligations under the continuation coverage provisions of that law.

If you are an employee of NECCOG and are covered by NECCOG's group health insurance plan (the "Plan"), you have a right to choose this continuation coverage if you lose your group health coverage because your hours of employment are reduced or your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee covered by the Plan, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happen:

1. Your spouse dies.
2. Your spouse's hours of employment are reduced.
3. Your spouse's employment ends for any reason other than his or her gross misconduct.
4. You become divorced or legally separated from your spouse.

5. Your spouse becomes eligible for Medicare benefits (under Part A, Part B, or both).

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happen:

1. The parent-employee dies.
2. The parent-employee's hours of employment are reduced.
3. The parent-employee's employment ends for any reason other than his or her gross misconduct.
4. The parents become divorced or legally separated.
5. A parent-employee becomes eligible for Medicare benefits (under Part A, Part B, or both).
6. The child stops being eligible for coverage under the plan as a "dependent child."

UNDER THE LAW, THE EMPLOYEE OR A FAMILY MEMBER HAS THE RESPONSIBILITY TO INFORM THE PLAN ADMINISTRATOR OF A DIVORCE, LEGAL SEPARATION, OR A CHILD LOSING DEPENDENT STATUS UNDER THE PLAN WITHIN 60 DAYS AFTER THE QUALIFYING EVENT OCCURS. NECCOG HAS THE RESPONSIBILITY TO NOTIFY THE PLAN ADMINISTRATOR OF THE EMPLOYEE'S DEATH, TERMINATION OF EMPLOYMENT, REDUCTION IN HOURS, COMMENCEMENT OF PROCEEDING IN BANKRUPTCY WITH RESPECT TO THE EMPLOYER, OR THE EMPLOYEE BECOMING ELIGIBLE FOR MEDICARE BENEFITS (UNDER PART A, PART B OR BOTH).

When the Executive Director and/or his/her designee is notified that one of these events has happened, he or she will, in turn, notify you that you have the right to choose continuation coverage. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Under the law you have at least sixty (60) days from the date you would lose coverage, due to one of the qualifying events described above, to inform the Plan Administrator that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage will end.

If you choose continuation coverage, NECCOG is required to give you coverage which, as of the time coverage is provided, is identical to the coverage provided under the plan to similarly situated employees or family members.

COBRA continuation is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of thirty-six (36) months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than eighteen (18) months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA continuation for his spouse and children can last up to thirty-six (36) months after the date of Medicare entitlement, which is equal to twenty-eight (28) months after the date of the qualifying event (thirty-six (36) months minus eight (8) months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment COBRA continuation coverage generally lasts for only up to a total of eighteen (18) months. There are two (2) ways in which this eighteen (18) month period of COBRA continuation coverage can be extended.

An additional eleven (11) months may be available to a covered employee and an enrolled dependent who is determined to be disabled under Title II or Title XVI of the Social Security Act at the time he or she becomes eligible for extended continuation coverage under COBRA; or becomes disabled at any time during the first sixty (60) days of COBRA continuation coverage. The covered employee or enrolled dependent must provide notice of the disability determination to the Plan Administrator not later than sixty (60) days after the date of the Social Security Administration's determination, and before the end of the initial eighteen (18) months of COBRA continuation coverage.

If it is determined that the member is no longer disabled, the extended continuation of coverage period can be terminated on the first of the month following thirty (30) days after the final determination notice.

However, the law also provides that your continuation coverage may be cut short for any of the following four reasons:

1. NECCOG no longer provides group health coverage to any of its employees.
2. The premium for your continuation coverage is not paid.
3. You become eligible for benefits under another group health plan as a result of employment, re-employment, or marriage, except when the new plan contains any exclusion or limitation relating to any pre-existing condition.
4. You become eligible for Medicare.

You do not have to show that you are insurable to choose continuation coverage. However, under the law you may have to pay all or part of the premium for your continuation coverage.

The law also says that, at the end of the eighteen (18) months or three (3) year continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under the Plan.

NECCOG reserves the right to charge an administrative fee of two percent (2%) for COBRA enrollees.

There may be other coverage options for you and your family. When key parts of the health care law take effect, you'll be able to buy coverage through the Health Insurance Marketplace. In the Marketplace, you could be eligible for a new kind of tax credit that lowers your monthly premiums right away, and you can see what your premium, deductibles, and out-of-pocket costs will be before you make a decision to enroll. Being eligible for COBRA does not limit your eligibility for coverage for a tax credit through the Marketplace. Additionally, you may qualify for a special enrollment opportunity for another group health plan for which you are eligible (such as a spouse's plan), even if the plan generally does not accept late enrollees, if you request enrollment within 30 days.

If you have any questions about the law, please contact the Executive Director and/or his/her designee. Also, if you have changed marital status or you or your spouse has changed your address please notify the Executive Director and/or his/her designee.

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa.

Section 125 Plan (FSA)/Cafeteria Plan

NECCOG offers a pre-tax contribution option for employees. This employee benefit is known as a Section 125 Plan. A Section 125 Plan is a benefit which allows you to make defer a portion of your weekly pay, on a pre-tax rather than an after tax basis, to pay for medical and dental insurance premiums. This means your total deferral is deducted from your gross pay prior to the calculation of payroll taxes.

To participate in this plan, you simply need to complete an election form and return it to the Executive Director and/or his/her designee.

Once you have signed the Section 125 form, you may not make any changes to your pre-tax contributions until the following January 1st, unless the change which you elect is a result of a change in family status (such as marriage, divorce, death of a spouse or child, birth or adoption of a child or termination of employment of your spouse). A change in election due to a change in family status will be effective the next pay period.

Workers' Compensation Insurance

The purpose of the workers' compensation law is to provide financial assistance to you if you are injured on the job. On-the-job injuries are covered by Workers' Compensation insurance. How much you will be paid, for how long, and when benefits become payable may vary. While absent from work on Workers' Compensation, the employee will not continue to accumulate paid leave or accrue seniority.

If Workers' Compensation benefits are awarded, they are coordinated with and not paid in addition to other NECCOG benefits.

Neither NECCOG nor the insurance carrier will be liable for the payment of Workers' Compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by NECCOG, or during an employee's employment by another Employer.

It is the responsibility of the employee to immediately notify the Executive Director and/or his/her designee when injured or taken ill during working hours.

NECCOG reserves the right to place employees on medical leave as set forth in the section on Unpaid Leave Time. A worker's compensation leave of absence will be designated as FMLA leave provided the reason for the absence is due to a qualifying serious illness or injury. Time off taken for a qualifying illness or injury will be counted against an employee's applicable FMLA entitlement to job-protected FMLA leave.

457 Deferred Compensation Plan

NECCOG has established a 457 Deferred Compensation Retirement Plan for its employees. A complete description of the plan describing the benefits, eligibility requirements, and NECCOG's and employee's responsibilities will be provided to each new employee. It is the employee's responsibility to initiate enrollment. NECCOG reserves the right to discontinue this plan or to adopt an alternative plan.

Travel/Expense Reimbursement

NECCOG will reimburse employees for authorized business and/or travel expenses. In order to receive reimbursement, employees must have the Executive Director and/or his/her designee's prior written authorization and must submit a Travel Expense Statement accompanied by receipts and approved by the proper authority. Employees should submit their Travel Expense Statement each week, as the authorized reimbursable expenses are incurred.

Employees using their personal vehicle while conducting NECCOG business will be reimbursed at NECCOG's current approved rate per mile.

Insurance Coverage. Employees are required to maintain adequate automobile insurance coverage when utilizing privately owned or rental vehicles for NECCOG business.

Education/Training

From time to time, NECCOG may arrange for full time employees to attend both formal and informal training programs. All or a portion of the expenses for off-premises training will be paid for by NECCOG depending on the nature of the course. Please contact the Executive Director and/or his/her designee for details.

If you become aware of a particular seminar that you believe is appropriate for enhancing your skills (and/or those of other employees), please bring it to the attention of the Executive Director and/or his/her designee.

Paid Leave Time

Time off, except in the case of emergency, must be requested in writing. ***It should not be assumed*** that completing the request form automatically means that it will be granted. The needs of NECCOG, specifically, proper staffing, must come first. To request time off an employee must complete a "Request for Time Off" form and give it to the Executive Director and/or his/her designee for review, approval and signature.

Paid time off will not be counted as hours worked for the purposes of determining overtime.

The smallest unit of time an employee may request off is one-half day.

Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify the Executive Director and/or his/her designee immediately. Up to three (3) consecutive days of paid bereavement leave will be provided to eligible employees in order for them to attend the funeral or memorial service. Bereavement Leave is intended for the convenience of the bereaved to complete necessary arrangements, not guaranteed time off.

For purposes of this policy, NECCOG defines "immediate family" as the employee's spouse, partner, parent, stepparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, child, stepchild, brother, sister, niece, nephew, grandchild or grandparent.

Holidays

Regular full-time and regular part-time employees (See Glossary of Employment Terms) shall receive the following paid holidays:

Independence Day	Christmas Day
Labor Day	1/2 Day New Years Eve, if not on weekend
Columbus Day	New Years Day
Veterans' Day	Martin Luther King Day
Thanksgiving Day	Presidents Day
1/2 day prior to Thanksgiving	Good Friday
Day After Thanksgiving	Memorial Day
1/2 Day X-Mass Eve, if not on weekend	1/2 day prior Labor Day
1/2 day prior to Memorial Day	

Holiday pay is calculated based on the employee's straight-time pay rate (as of the day of the holiday) times the number of hours the employee would have otherwise worked on that day. All holidays are with pay.

If you are a regular full-time or regular part-time employee scheduled to work less than thirty-five (35) hours per week and the Holiday falls on you're regularly scheduled day off, you will not be eligible for holiday pay.

In order to be eligible for holiday pay, employees must have completed their six (6) month introductory period, must be on active payroll, and must have worked the last scheduled day before and the first scheduled day after a holiday. Employees are not eligible to receive holiday pay when on a paid or unpaid leave of absence.

If a holiday occurs during your scheduled vacation, you are permitted to take an extra day of vacation.

In addition to the above holidays, each employee is entitled to one floating holiday per year. The floating holiday may not be carried over to another year. Permanent part-time employees shall receive holidays with pay equivalent to one-half the amount accorded to full-time regular employees.

Jury Duty Leave

Full-time employees who regularly work thirty (30) or more hours per week and are required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as the result of such service, up to a maximum of five (5) calendar days.

1. An employee who receives notice of jury duty must notify the Executive Director and/or his/her designee within forty-eight (48) hours of receipt of the jury summons in order that arrangements may be made to cover his or her position.
2. An employee serving on jury duty must present the official court documentation to the Finance Director and/or his/her designee which will thereafter arrange for remuneration.

Additional paid leave for jury duty may be approved, at the sole discretion of NECCOG.

Military Leave

The Employer will comply with its obligations under Federal and State Law.

Personal Leave

Each employee is provided three (3) personal days per employment year. Personal days may not be accumulated and must be requested in advance of the day sought to be taken off. Personal days may be used in either half-day or full-day segments.

Sick Leave

Regular full-time employees who successfully complete their introductory period will be eligible for sick leave on a prorated basis from the date of completion of their introductory period. Employees who have successfully completed their introductory period will receive a total of twelve (12) paid sick days per fiscal year. Part-time employees (See Glossary of Employment Terms) receive sick leave on a prorated basis. This policy also may be used if the employee is unable to work due to her or his own medical/dental appointments.

- ▶ The following basic guidelines for sick leave are observed by NECCOG:
- ▶ Sick leave benefits will be calculated based on the employee's straight time pay rate times the number of hours the employee would have otherwise worked that day.

- ▶ Employees shall be allowed to accumulate up to a maximum of thirty (30) sick days.
- ▶ Sick leave compensation will begin on the employee's first day of absence.
- ▶ Employees may be required to provide medical verification from a healthcare provider of an illness at any time.
- ▶ An employee, who is unable to report to work for any reason, must inform NECCOG as soon as possible, and, with the exception of emergency situations, is required to provide notice within one-half hour prior to the start of his/her assigned work day. Please call (860 774-1253. The message should include the employee's name and the expected time of return. Failure to comply with the provision may result in denial of paid sick leave or disciplinary action, up to and including termination.

Vacation

Regular full-time employees who are currently employed and on active status are eligible for vacation after successful completion of the introductory period. Regular part-time employees earn leave on a pro-rated basis. Employees may take their vacations at any time during the year, subject to their eligibility outlined herein and the operational needs of NECCOG. The amount of vacation varies with length of service.

<u>Completed Years of Service</u>	<u>Amount of Vacation</u>
Upon successful completion of the introductory period	5 days
One (1) to the completion of five (5) years	10 days
Six (6) to the completion of ten (10) years	15 days
More than ten (10) years	20 days

The following basic guidelines for vacations are observed by NECCOG:

- ▶ Time off for any reason during a working day will count against an employee's vacation leave in either half-day or full-day increments, as appropriate.
- ▶ Vacation time off is paid at the employee's hourly base rate. It does not include overtime.
- ▶ If a holiday occurs when an employee is on vacation, the employee shall be entitled to an additional vacation day.
- ▶ Scheduling of vacation periods must be arranged with the Executive Director and/or his/her designee. NECCOG reserves the right to deny a request based on the operational needs of NECCOG.
- ▶ Vacation time may not be accrued from one year to the next. Notwithstanding the foregoing, at the Executive Director and/or his/her designee's discretion, unused vacation may be either carried over or paid out to the employee at the end of the fiscal year in special circumstances.
- ▶ In the event an employee terminates his/her employment voluntarily, without cause, gives two (2) weeks notice, and has completed one (1) full year's service, he/she will be paid for any unused vacation time earned.

Family and Medical Leave

If you must cease work due to a medical condition, including pregnancy or pregnancy related conditions, you may be granted a reasonable leave of absence consistent with state and/or federal law. You shall be requested to use accrued but unused Vacation Time and Sick Time; otherwise this leave is unpaid. You must provide written medical verification from a healthcare provider before any leave will be granted, which must specify the reason for the leave and the amount of leave time needed. Consistent with state and/or federal law, NECCOG may require updated verification from your healthcare provider.

Leave of Absence

NECCOG, at the discretion of the Executive Director and/or his/her designee, may grant a leave of absence without pay in appropriate circumstances. A request for a leave of absence shall be made in writing to, and require prior approval of, NECCOG's Executive Director and/or his/her designee. NECCOG shall be notified not less than 30 days in advance. Vacation, sick leave and pension credits shall not be earned during leave without pay. Employees with less than one (1) year of service with NECCOG shall not be eligible for a leave of absence.

Other

Hours of Work

NECCOG has normal hours of operations which are Monday through Friday from 8:30 a.m. to 4:30 p.m. Employee work schedules vary throughout NECCOG. NECCOG reserves the right to schedule hours to accommodate the organization's needs.

The employee's supervisor will advise the employee of his or her individual work schedule. Starting times and the length of the workday can vary depending upon employee classification, job, or department. Staffing needs and needs of the organization may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Lunch Periods

Lunch periods are scheduled depending on the needs of NECCOG, but are generally at Noontime. Your supervisor will assign your lunch period schedule. Every hourly employee is required to sign in and out for lunch, regardless of whether or not you leave the building. You are expected to take your full allotted time for lunch. You are requested not to perform any work during your regularly scheduled lunch period, unless specifically requested to do so. In that event, your lunch will be rescheduled or you will be paid for the time that you worked.

Overtime

If you are a non-exempt employee (see "Glossary of Employment Terms") and you perform overtime work, you will be paid one and one-half (1-1/2) times your regular hourly wage for all approved hours actually worked over forty (40) hours in a seven (7) day work cycle. Paid leave shall not be considered hours worked when calculating overtime pay.

All overtime must be approved in advance by your supervisor or the Executive Director and/or his/her designee.

NECCOG reserves the right to require overtime work and employees may not refuse overtime assignments. Failure to work scheduled overtime or overtime worked without prior authorization may result in disciplinary action, up to and including termination of employment.

Pay Deductions

The law requires that NECCOG make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. NECCOG also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." NECCOG matches the amount of Social Security taxes paid by each employee.

NECCOG offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Executive Director and/or his/her designee can assist in having your questions answered.

Paycheck Errors

Every effort is made to avoid errors in an employee's paycheck. If an employee believes an error has been made, he or she must inform Executive Director and/or his/her designee immediately. Executive Director and/or his/her designee will take the necessary steps to research the problem and to assure that any necessary correction is made properly and promptly.

Pay Periods

NECCOG operates on a bimonthly pay period basis. Paychecks for NECCOG employees are issued three working days after the 15th day and final working day of each month. Each paycheck will include earnings for all work performed through the end of the previous payroll period. In the event that a regularly scheduled payday falls on a NECCOG day off, such as a holiday, employees will receive paychecks on the last day of work before the regularly scheduled payday.

Employees are encouraged to have pay directly deposited into their bank accounts. To do so, they must provide advance written authorization to NECCOG. Employees will receive an itemized statement of wages when NECCOG makes direct deposits.

Timekeeping

NECCOG wants to make sure that you are paid correctly every week. You may be required to input information into either an electronic or manual timecard (hereinafter "timecard"), or you may be required to punch a time clock. It is your responsibility to record your time accurately. The Attendance and Punctuality Policy described in this handbook must be adhered to.

Federal and State labor laws require that you maintain an accurate record of your working hours. You will do this using your timecard or by punching a time clock, as directed by your supervisor.

1. Record on/Punch your own Time Card/Sheet (and only yours) the days worked and the hours worked.
2. You must sign in at the beginning of a work period when you are prepared to work and out at the end of a work period. Lunch periods and time when an employee is away from his/her office/job assignment on business other than NECCOG business must be recorded in the same manner. The time away from the office should be listed as "other hours" on your Time Sheets with a reference below or a written explanation signed by your department head.
3. No one is allowed to punch the time clock for anyone else.
4. No one is allowed to enter time on another employee's electronic timecard.
5. If there is a problem with your time keeping, have your immediate supervisor or the Executive Director and/or his/her designee to correct the error immediately.
6. No one is to work overtime without authorization.

No one is permitted to work unless the work time is recorded. *There is no such thing as working "off the clock."*

If you falsify time records for yourself or another employee or work “off the clock,” you may be subject to disciplinary action up to, and including, termination.

All time-sheets are due by the 10th of the next month. If you know that you will be away from work during the beginning of a month, you can work with the Finance Director and/or his/her designee to submit your timesheet earlier.

For salaried employees, your timesheet must account for all hours worked and indicate to which project the hours are allocated.

W-2 Forms

NECCOG will give you a W-2 Form no later than January 31st for the previous year. If you are no longer employed by us, NECCOG will mail it to your last known address. The form shows your total gross pay for the calendar year and the taxes deducted from it.

Rules and Regulations

Attendance and Punctuality

The success of NECCOG depends on your good attendance. Absenteeism detracts from our high quality of service and causes an unfair burden for those employees who must fill in for absent employees. Most people will be late or sick at one time or another, but when short-term absences become frequent, they often signal personal or job-related problems. In regard to attendance, you are expected to:

1. Notify your supervisor or the Executive Director and/or his/her designee as soon as possible if you are ill or unable to report to work for any reason. It is understood that emergencies do occur. However, you are generally expected to notify NECCOG within one-half (1/2) hour prior to the start of the first work day and each morning thereafter that you are unable to report to work. If you are unable to call personally, have a friend or relative call for you.
2. Avoid letting minor inconveniences keep you from performing your jobs. At the same time, good judgment should be used with respect to contagious ailments which might have an adverse effect on other employees.
3. Attend to personal affairs during non-working hours.
4. Be at your appointed workplace, ready to work, at the regular starting time and remain at said workplace and at work until the regularly scheduled ending time.

Medical Certification. NECCOG reserves the right to request written verification from a health care provider at any time. Moreover, an employee must obtain written approval to return to work from his/her healthcare provider for absences in excess of five (5) consecutive work days and/or if the absence was the result of one or more of the following conditions:

1. Surgery was performed.
2. You were confined to a hospital or other treatment facility.
3. You had a communicable disease.
4. You suffered a fracture or dislocation.
5. You suffered a muscle strain or a sprain.

Excused absences. The following are considered excused:

1. Absences because of illness - However, for absences of five (5) or more successive days, the absence will only be considered excused if the employee complies with the Medical Certification policy set forth above.
2. Absence approved by the Executive Director and/or his/her designee in advance.
3. Absence because of death in the immediate family (See Paid Leave Section for Bereavement Leave).

4. Absence or delayed arrival because of extreme weather conditions.
5. Absence or delayed arrival because of a bona fide personal emergency as determined by the Executive Director and/or his/her designee.
6. Absence because of a work-related injury.

The determination of whether or not an absence is excused will be made by the Executive Director and/or his/her designee after a review of all the circumstances related to the absence.

Excessive Absenteeism or Lateness. While there may be times when an absence or lateness is unavoidable, there are also times when absences or tardiness is unacceptable. You will be counseled regarding absenteeism or tardiness if NECCOG determines that you have not met its expectations. If the problems persist, you may be subject to disciplinary action, up to and including termination.

The absence of an employee from work, including an absence for a single day, or portion of a day, that is not authorized, shall be deemed as absent without leave, unless otherwise prohibited by law. Excessive absenteeism, lateness or leaving early may lead to disciplinary action, up to and including, termination.

If you are absent for three (3) consecutive work days without notifying NECCOG, it is assumed that you have voluntarily abandoned your position with NECCOG and you will be removed from the payroll.

Communications Policy

This Communication Policy establishes the policies and procedures for the use of NECCOG electronic equipment and computers, as defined in the Policy, including but limited to, all computer hardware and software, Internet access, electronic mail (including the Internet), social media, telephone systems (including voice mail), cellular phones, handheld computers (e.g., iPads), cameras, facsimiles and scanners (collectively "Information Systems").

It is the policy of NECCOG to ensure effective business communications among all individuals within NECCOG and with others outside of NECCOG. It is important that all forms of communication, whether verbal, written or transmitted via NECCOG's Information Systems, promote an atmosphere of professionalism, courtesy and respect.

Violation of this Communication Policy may result in loss of access privileges and/or disciplinary action - up to and including termination of employment.

NECCOG Information Systems

NECCOG Information Systems are NECCOG-owned resources and are provided to employees to assist and facilitate NECCOG business communications. Employees are not allowed to use NECCOG Information Systems for personal use.

1. Users are responsible for using NECCOG Information Systems in an efficient, ethical, and lawful manner. Usage that conflicts with this policy is prohibited, and includes, but is not limited to, the following:
 2. Supporting commercial interests not related to the work of NECCOG.
 3. Intentionally introducing viruses, worms, Trojan horses or other malicious activity.

4. Tampering or interfering with the intended use of NECCOG Information Systems.
5. Engaging in any unauthorized activities that result in monetary charges to NECCOG.
6. Using NECCOG Information Systems to convey fraudulent, defamatory, harassing, obscene or threatening messages or material and/or any communications prohibited by law.
7. Intentionally bypassing spam filters or other security features on NECCOG's computers or the network.
8. Use of NECCOG Information Systems, including the Internet, to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization is prohibited.
9. Use of NECCOG Information Systems for peer-to-peer file sharing including, but not limited to, the exchange of music files.

NECCOG Communications

All communications regarding NECCOG policies, procedures and administration or which may affect NECCOG or its personnel as a whole, will either originate from or be approved by the Executive Director and/or his/her designee prior to distribution. No individual in NECCOG is to send or distribute any communication regarding NECCOG policies, procedures or administration to "All Personnel" or "All Users" without the authorization of the Executive Director and/or his/her designee. Within these guidelines, the Executive Director and/or his/her designee are authorized to send and/or distribute communications regarding NECCOG business. Should an employee need to call any matter of interest related to NECCOG's business to the attention of "All Users," the employee must receive authorization from the Executive Director and/or his/her designee.

Electronic messages should be drafted with the same thought and care devoted to written or verbal communications. Employees should not transmit any form of communication that they would not be comfortable writing in a letter or memorandum. Good judgment must be exercised when using electronic communications. All individuals of NECCOG must adhere to the following, both while on NECCOG's premises and off-site, when using NECCOG Information Systems:

1. The following disclaimer should be incorporated into all outgoing e-mail:

"Please note: "The information contained in this e-mail and any attachments hereto are intended only for the personal and confidential use of the designated recipients. If the reader/recipient of this message is not the intended recipient, you are hereby notified that you have received this e-mail and all attachments hereto in error and that any review, dissemination, distribution or copying of this e-mail or any of its attachments is strictly prohibited. If you have received this communication in error, please notify the sender immediately by e-mail and destroy the original message received. Thank you."

2. Use of NECCOG Information Systems, in particular cellular phones, to discuss NECCOG-related information must be done with extreme caution so as to eliminate the possibility of a breach of confidentiality and/or the inadvertent disclosure of confidential information.
3. Use of NECCOG Information Systems, in particular e-mail and the Internet, to evaluate or offer feedback regarding an individual's work performance is prohibited. NECCOG Information Systems may be used for administrative purposes (e.g., scheduling reviews).

4. Use of NECCOG Information Systems, in particular e-mail and the Internet, to evaluate or offer feedback regarding a candidate's application for employment is prohibited. NECCOG Information Systems may be used for administrative purposes (e.g., scheduling reviews).

Use of Computers, Electronic Mail, and the Internet

It is NECCOG's policy to protect computer hardware, software, data, and business information from misuse, theft, unauthorized access, and environmental hazards. In addition to adhering to this policy, employees are expected to follow NECCOG Information Systems security procedures to safeguard NECCOG equipment and information. Failure to do so will result in disciplinary action up to and including termination of employment. Depending on the nature of the violation, action may also include civil or criminal prosecution under federal and/or state law.

1. Computers. Computers, computer files, and software furnished to employees are NECCOG's property intended for business use. Employees should have no expectation of privacy when utilizing computers including, but not limited to, the internet and e-mail, which may be subject to monitoring by the Employer. This includes communications sent or received with NECCOG's equipment even if the employee marks a file as "private" and/or attaches a password. All electronic messages are public records and are subject to disclosure under the Freedom of Information Act (FOIA). Since messages may be retained at different locations or levels of NECCOG's Information Systems, users must remember that their messages can be retrieved. Therefore, discretion is an important consideration when using electronic messages to send, record and/or retain communications. NECCOG has the right to access, and does access, information on its Information Systems at any time to monitor the use of the systems in accordance with all applicable federal and state laws, including Connecticut General Statute § 31-48d. In this regard, NECCOG may require from employees passwords to files that have been password protected. Employees are responsible for safeguarding their passwords, which should not be printed, stored on line, or given to others. Employees should not use a password, access a confidential file or retrieve any stored confidential communication without authorization. Moreover, use of another employee's password, without his/her authorization, to access information is prohibited. Further, employees are responsible for all transaction made using their passwords. The Information Systems shall not be used for the following purposes:

- a. Downloading into the Information Systems any material that is copyrighted and/or programs you are not licensed to use.
- b. Transmitting or distributing any software licensed to NECCOG.
- c. Hacking into the Information Systems that you are not authorized to use.
- d. Installing programs on any computer without the approval and/or assistance of a member of the technical staff.
- e. Illegal activities, including but not limited to threats, harassment, sexual harassment, slander or defamation.
- f. Transmitting or downloading obscene or suggestive messages or offensive graphic images.
- g. Political endorsements.
- h. Commercial activities (i.e., conducting a private business).
- i. Use for personal gain.

- j. Copying electronic files without permission.
- k. Distributing NECCOG private and/or confidential information to unauthorized users (such as confidential personal and/or medical information).
- l. Electronic communications cannot be sent that attempt to hide the identity of the sender or represent the sender as someone else.
- m. Fundraising activities.
- n. Chain letters, lotteries, games, etc.

NECCOG recognizes that employees cannot control communications received through the Internet or emails and some communication may be received that are against this Policy. Employees should delete the items and contact person(s) sending the item(s) to inform them that such items are unacceptable. You should understand that certain violations of these rules, e.g., copyright violation, may also constitute a violation of state and/or federal law.

NECCOG purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, NECCOG does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. NECCOG prohibits the illegal duplication of software and its related documentation.

Employees are responsible for the content of all text, audio or images that they place and/or send over the Internet and for ensuring that the Internet is used in an effective, ethical and lawful manner. The transmission or downloading of any sexually explicit materials including abusive, profane or offensive language and/or images is prohibited. All messages created, sent or retrieved over the Internet are the property of NECCOG and should be considered public information. NECCOG reserves the right to access and monitor all messages and files.

Unless permission is granted by the Executive Director and/or his/her designee, employees are not permitted to install or copy software on NECCOG equipment. Only software that is licensed to or owned by NECCOG is to be installed on NECCOG computers.

Employees should regularly (at a minimum of once a quarter) modify their passwords. Passwords should not be readily identifiable, but should be a combination of six (6) characters, i.e., letters and numerals. Do not share your password.

Use of Employee-Owned Computers and Equipment

There are many possible combinations of interaction among the software needed by the remote user and the average mix of programs on most home computers. Troubleshooting software and hardware conflicts can take many hours, and a complete reinstall of operating systems and application software is often the only remedy for problems. For these reasons, NECCOG will provide support for NECCOG-owned equipment and software only.

NECCOG will bear no responsibility if the installation or use of any NECCOG software on employee-owned computers causes system lockups, crashes, or complete or partial data loss on employee-owned equipment.

3. Electronic Mail ("E-Mail"). Employees should be aware that e-mail is not private and messages can be retrieved even after they are deleted. Most e-mail systems instantly make back-up copies of files and copies may be easily retrieved by computer experts. The following are guidelines to follow when utilizing e-mail:

The e-mail system is not to be used in ways that are disruptive or offensive to others or in ways that could be harmful to workplace morale.

There shall be no display or transmission of sexually explicit images, messages, or cartoons, or any transmission and/or use of cartoons and/or e-mail communications containing ethnic slurs, racial epithets, or anything that may be construed as harassment and/or disparagement of others based on their race, color, sex (including pregnancy and sexual harassment), sexual orientation, transgender status, gender identity or expression) age, genetic information, physical disability, religion, national origin, ancestry, citizenships status, marital status, civil union status, veteran status, or any other criteria protected under applicable federal, state, or local law.

- a. The e-mail system should not be used to communicate with others regarding commercial, religious or political causes or for any other reasons that are not work-related.
 - b. All e-mail messages are records of NECCOG. NECCOG reserves the right to access and disclose all messages sent over its e-mail system for any purpose.
 - c. Employees should not attempt to gain access to another employee's personal file of e-mail messages without the employee's express permission. However, NECCOG reserves the right to enter an employee's e-mail files whenever there is a need to do so.
 - d. Employees must not initiate or propagate electronic chain mail, commercial mailings, or other mass mailings in violation of the CAN-SPAM Act of 2003.
 - e. All incoming and outgoing electronic mail messages must be deleted on an ongoing basis.
 - f. Employees should not accept, open or view e-mail from unknown persons or organizations. If an employee receives such e-mail, he or she should notify the Executive Director and/or his/her designee immediately to determine what action should be taken.
 - g. Any violation of NECCOG's policy on e-mail use will result in appropriate disciplinary action, up to and including termination.
4. Internet Access. Employees should not consider their use of the Internet to be private. NECCOG may implement software and/or systems that can monitor and record all Internet usage. Security systems are capable of recording (for each and every user) each World Wide Web site visit, each chat, news group or e-mail message and each file transfer into and out of our internal networks, and we reserve the right to do so at any time.

Additionally, NECCOG may utilize independently supplied software and data to identify inappropriate or sexually explicit Internet sites. NECCOG shall block access from within our networks to all such sites of which we are aware.

NECCOG reserves the right to inspect any and all files stored in private areas of our network and/or an employee's NECCOG provided computer in order to assure compliance with policy.

NECCOG's Internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province and/or other local jurisdiction in any way.

Any software or files downloaded via the Internet into NECCOG network and/or employee's NECCOG provided computer become the property of NECCOG. Unless specifically related to processing business transactions, file downloads from the Internet are not permitted unless specifically authorized in writing by the Executive Director and/or his/her designee.

Dress Code

As an employee you are also a representative of NECCOG in the eyes of the public. Therefore, it is important that you exercise good judgment and report to work properly groomed and wearing appropriate attire. It is expected and a necessary part of your job duties that you dress neatly and in a manner consistent with the nature of the work you are performing. Any employee who reports to work inappropriately dressed may be asked to leave and return properly groomed and attired. Attire should be conducive to a professional environment, maintain office decorum and enable the employee to interact with the public and fellow employees in a professional manner. When determining appropriate dress, employees are expected to consider, among other factors, the following:

- ▶ The nature of work;
- ▶ The nature of public contact, if any, and the normal expectations of the public;
- ▶ The safety considerations of the work environment (e.g., safety shoes, eye and ear protection, hard hats, high visibility safety-wear , etc.) Employees are required to wear proper safety equipment at all times, with no exceptions; and
- ▶ Whether the appearance is distracting or disrespectful of other employees.

Acceptable attire includes slacks with shirts and sweaters or jackets for men and dresses, slacks or skirts with shirts, sweaters or jackets for women. For all employees, tee shirts, tank or halter tops, athletic shorts, sweat pants or other clothing more suitable for a gym, and worn or tattered clothing, including shoes or sneakers are not acceptable. All clothing should be clean and without rips or holes. If your position entails outside work, closed toed or safety shoes should be worn as directed. Employees that are provided with a uniform are required to wear such uniform.

Drug and Alcohol Use

It is the policy of NECCOG that its residents and fellow employees have the absolute right to expect that persons employed by NECCOG will be free from the effects of drugs and alcohol. The Northeastern Connecticut Council of Governments has the right to expect its employees to report to work fit and able for duty, and not impaired by drugs or alcohol.

Prescription Drugs. If job-related and consistent with business necessity, NECCOG may require employees who use a prescription drug that may affect their ability to perform the essential functions of their position to report to the Executive Director when they are taking such medications.

Drug Testing. Where NECCOG has reasonable suspicion to believe that a current employee (1) is under the influence of drugs or alcohol, which at that time, adversely affected or could adversely affect the employee's job performance or (2) has abused prescribed drugs; or has used illegal drugs, NECCOG may require the employee to submit to alcohol or drug testing. NECCOG also may conduct drug tests for individuals seeking employment (prior to the date of their hire) or upon promotion to another position within NECCOG.

NECCOG requires that an employee notify the Executive Director within five (5) days after a conviction of any criminal drug statute for a violation occurring outside the workplace.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the Executive Director.

Safety

NECCOG endeavors to provide safe working conditions for all employees, instructions concerning safe working methods, and to make available the necessary equipment required to protect employees against particular hazards. It is the obligation of each employee to observe the safety regulations, to use the safety equipment provided and to practice safety at all times.

Safety can only be achieved through teamwork. Each employee and management personnel must practice safety awareness by thinking defensively, anticipating unsafe situations, and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify the Executive Director and/or his/her designee's Office of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform the Executive Director and/or his/her designee's Office immediately.
2. Use, adjust, and repair machines and equipment only if you are trained and qualified.
3. Get help when lifting or pushing heavy objects.
4. Avoid overloading electrical outlets with too many appliances or machines.
5. Use flammable items, such as cleaning fluids, with caution.
6. Walk – don't run.
7. No Smoking in all buildings, grounds and working areas and all NECCOG vehicles.
8. Keep cabinet doors and file and desk drawers closed when not in use.
9. Avoid "horseplay" or practical jokes.
10. Start work on any equipment only after safety procedures and requirements have been explained (and you understand them).
11. Keep your work area clean and orderly, and the aisles clear.
12. Stack materials only to safe heights.
13. Watch out for the safety of fellow employees.
14. Use the right instrument for the job, and use it correctly.
15. Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise. Know the locations, contents, and use of first aid equipment.
16. When you leave NECCOG's premises make sure that all entrances are properly locked and secured.

Reporting an Injury/OSHA

Federal law ("OSHA") requires that we maintain records of all recordable occupational injuries and/or illnesses which occur during the workday. The State of Connecticut Workers' Compensation Act also requires that you report any illness or injury on the job, no matter how slight. If you hurt yourself or become ill, please contact the Executive Director and/or his/her designee's Office for assistance. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

Miscellaneous

Emergency Closings

At times, emergencies such as snow, fires, power failures, or hurricanes can disrupt NECCOG operations. In extreme cases, these circumstances may require the closing of NECCOG.

In the event that such an emergency occurs during non-working hours, the Executive Director and/or his/her designee will decide whether to open NECCOG or to delay opening. If NECCOG is open and developing weather conditions necessitate an early closing, the Executive Director and/or his/her designee will make the decision. No employee should leave for early closing unless directed to do so by the Executive Director and/or his/her designee.

If an employee is absent due to inclement weather when NECCOG is open, the employee will not be paid. An employee may elect to use paid time off for the time missed.

Good Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work neat and organized and materials in good order at all times. It is a required safety precaution. Easily accessible trash receptacles are located throughout the office. Please put all litter in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention.

Report anything that needs repair or replacement to your supervisor or department head immediately.

NECCOG Issued Cell Phones

Termination of Employment

Exit Interviews

NECCOG will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, or return of NECCOG-owned property. Suggestions, complaints, and questions may also be voiced.

Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with NECCOG. Employment at NECCOG is on an "at-will" basis. This means that either you or NECCOG may terminate your employment at any time. However, NECCOG requests at least two (2) weeks written resignation notice from all employees to remain an employee in good standing (i.e., leaves voluntarily, gives two (2) weeks notice, works fully through the last two (2) weeks, is not terminated, etc.).

Employees in good standing will be paid for accrued, but unused, vacation time in accordance with NECCOG's policies and/or pursuant to applicable state law.

Former employees seeking re-employment must have been in good standing at the time of their previous termination of employment in order to be considered. An employee who leaves his or her employment with NECCOG without prior notification will not be rehired.

Return of NECCOG Property

Any NECCOG property issued to you, keys, uniforms, this handbook, etc., must be returned to NECCOG at the time of your dismissal or resignation, or whenever it is requested by NECCOG. You are responsible for paying for any lost or damaged items if the loss or misconduct is due to your misconduct.

Unemployment Compensation

The purpose of unemployment compensation laws is to protect you and your family by providing financial assistance if you are out of work. How much you will be paid and for how long may vary according to current law and your particular situation.

To qualify for unemployment compensation, you must be out of work through no fault of your own (e.g., you were laid off) and actively looking for another job. If you were fired for cause or voluntarily quit, you may not be able to collect benefits. NECCOG pays the full cost of your unemployment compensation, and the government pays for the administrative cost.

Wages

Employees who are discharged by NECCOG will have their wages paid in full not later than the next succeeding business day after the employee's last day of employment. Employees who retire or resign will have their wages paid in full not later than the next regular pay day.

Unemployment Compensation

The purpose of unemployment compensation laws is to protect you and your family by providing financial assistance if you are out of work. How much you will be paid and for how long may vary according to current law and your particular situation. To qualify for unemployment compensation, you must be out of work through no fault of your own (e.g., you were laid off) and actively looking for another job. If you were fired for cause or voluntarily quit, you may not be able to collect benefits.

Confidentiality Statement

I hereby acknowledge, by my signature below, that I understand that Company records, including, but not limited to, financial information and data, to which I have knowledge and access, in the course of my employment with Company, are to be kept confidential, and this confidentiality is a term and condition of my employment. This information and any and all other information of a confidential nature shall not be disclosed to anyone under any circumstances, except to the extent necessary to fulfill my job requirements. I must first obtain the approval of the Executive Director and/or his/her designee before any disclosure is made.

I hereby agree to avoid any activity that results in a real or apparent conflict of interest. I will not accept any fee or payment from anyone seeking to do business with NECCOG. I will not take advantage of any business opportunity learned of at work, and I will not use confidential information for personal gain under any circumstances.

I understand and agree that any violation of this Agreement is grounds for disciplinary action, up to and including discharge.

Signature of Employee

Date

Employee's Printed Name

Executive Director and/or his/her designee

Receipt of Employee Handbook

I have this day received a copy of Northeastern Connecticut NECCOG of Governments' Employee Handbook, and I understand that I am responsible for reading the personnel policies and practices described within it. I understand that this Employee Handbook replaces any and all prior handbooks, policies and practices of Northeastern Connecticut NECCOG of Governments ("NECCOG"). I agree to abide by the policies and procedures contained herein. I acknowledge that this Employee Handbook is intended for my information and guidance.

NECCOG may amend or terminate at any time the practices, policies, plans and benefits described in this Employee Handbook as the need arises and experience dictates. Any changes will supersede the contents of this Employee Handbook.

I understand that neither this Employee Handbook nor any other written or verbal communication by a NECCOG representative is intended to, in any way, create a contract of employment. It is not an employment contract, either expressed or implied, and it does not guarantee any fixed terms or conditions of employment. I understand that my employment can be terminated, with or without cause, and with or without notice, at either my option or the option of NECCOG. Only the Executive Director and/or his/her designee has the authority to enter into agreements for employment for any specified period of time, or an agreement that is contrary to employment at will, and any such agreement must be in writing and signed by the Executive Director and/or his/her designee.

If I have any questions regarding the content or interpretation of this Employee Handbook, I will bring them to the attention of my Supervisor or the Executive Director and/or his/her designee.

Please sign and return this form to the Executive Director and/or his/her designee.

EMPLOYEE'S NAME

DATE

EMPLOYEE'S SIGNATURE